NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING
PUBLIC MEETING NOTICE

Tuesday, January 16, 2024 at 6:00 PM
1666 Kennedy Causeway, #101, North Bay Village, FL 33141
(In-person and virtual via Zoom. See below for details)

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

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

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION: The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time. The Village highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.
Watch the Public Meeting: https://northbayvillage-fl.gov/videos TV Channel 661 Facebook Live
Participate in the meeting via Zoom: Meeting ID: 853 9335 2557 Passcode: 984580
Listen via telephone to the Virtual Public Meeting: 1-305-224-1968 or 1-929-205-6099
For technical support during the meeting, please contact: (786) 309-4991

PUBLIC COMMENTS

Public comments will be accepted by the following means:

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

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

VIA E-MAIL TO: publiccomment@nbvillage.com

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

PUBLIC RECORDS

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

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

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

LOBBYING ACTIVITIES

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

Have questions or need additional information? E-mail: villageclerk@nbvillage.com

Call: 305-756-7171

North Bay Village

OFFICIAL AGENDA
REGULAR VILLAGE COMMISSION MEETING
1666 Kennedy Causeway, #101, North Bay Village, FL 33141
(In-person and virtual via Zoom. See below for details)
Meeting ID: 853 9335 2557 Passcode: 984580
Tuesday, January 16, 2024
6:00 PM

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

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ADDENDUM NO. 1 - Released January 12, 2024
(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. Recognition of Master Sergeant Peter Guevara and Sergeant Manuel Casais

4. Open Forum

5. Approval of Commission Minutes

6. Advisory Board Minutes/Written Reports.

7. Village Commission's Report

8. Village Attorney's Report

9. Village Manager's Report

9.A. Communications & Special Events Report (December 2023)

Comms-Events Report for December of 2023.pdf

9.B. Code Enforcement Report (December 2023)

Code Monthly Report December-2023.pdf

9.C. Police Accreditation Report (December 2023)

CFA Accreditation Progress Matrix for Dec 2023.pdf

9.D. Traffic Enforcement Report (December 2023)

Monthly Traffic Report (December 2023) - FINAL.pdf

9.E. Capital Improvement Report (December 2023)

Capital Improvement Projects Construction Summary.pdf

9.F. Stormwater Projects Report (December 2023)

10. Village Clerk's Report

10.A. Village Clerk's Report for December of 2023

PRR Log Dec. 2023.pdf

11. Consent Agenda

A. Staff Items

B. Proclamation/Award/Village Key Requests

11.A. A Resolution Approving a Contract with The Monestime Firm (Regine

Monestime, Esq.) for Special Master Services - Village Manager Ralph Rosado, Ph.D., AICP (Orlando Rodriguez, Code Enforcement Director)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH THE MONESTIME FIRM FOR SPECIAL MASTER SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission Approve the Agreement with The Monestime Firm for Special Master Services.

Resolution -Agreement with The Monestime Firm - SM Services.pdf
Special Master Agreement - The Monestime Firm.pdf
Monestime Resume 12.23.pdf
Municipal Special Magistrate Rates 2023.pdf

11.B. A Resolution Authorizing Participation in a Lawsuit Seeking Declaration that Provisions of §112.144(1)(d), Florida Statutes, that Require Municipal Elected Officials to File Form 6 Financial Disclosure Forms is Unconstitutional and Invalid

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING A DECLARATION THAT THE PROVISIONS OF SECTION 112.144(1) (d), FLORIDA STATUTES, THAT REQUIRE MUNICIPAL ELECTED OFFICIALS TO FILE FORM 6 FINANCIAL DISCLOSURE FORMS IS UNCONSTITUTIONAL AND INVALID, AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution Authorizing Form 6 Litigation.pdf

11.C. A Resolution Approving a Agreement with Soccer For Peace Foundation, Inc. dba Futbol Con Corazon (FCC USA) in the Amount of $15,840 for Soccer Programming Services - Sponsored by Mayor Brent Latham

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH SOCCER FOR PEACE FOUNDATION, INC. D/B/A FUTBOL CON CORAZON (FCC USA) FOR AFTER SCHOOL CARE AND YOUTH MENTORSHIP INITIATIVES IN AN AMOUNT NOT TO EXCEED $15,840 FOR THE TERM AND IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS FOR ANY RENEWAL TERMS; WAIVING COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the professional services agreement with Soccer For Peace Foundation Inc. (Futbol Con Corazon) for Soccer Programming Services.

Resolution Approving Soccer for Peace-FCC
Agreement. Exhibit A - Agreement for - FCC Futbol.pdf
FCC Pedagogical Methodology.pdf

11.D. A Resolution Approving a Contract Award for Invitation to Bid 2023-007 to Dock & Marine Construction Corporation for the Construction of the Vogel Park Marine Facility in the Amount of $457,067.52 - Village Manager Ralph Rosado, PhD, AICP (CIP Manager Delroy Peters)

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING INVITATION TO BID NO. 2023-007 TO DOCK & MARINE CONSTRUCTION CORP FOR CONSTRUCTION SERVICES FOR THE VOGEL PARK MARINE FACILITY PROJECT IN AN AMOUNT NOT TO EXCEED $457,067.52; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONSTRUCTION CONTRACT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a Resolution for a Contract Award to Dock & Marine Construction Corporation for the construction of the Vogel Park Marine Facility in the amount of $457,067.52.

Resolution ITB 2023-007 Vogel Park Marine Facility
Exhibit A - Construction Contract Vogel Park Marine Facility.docx
ITB 2023-007 Vogel Park.pdf
Dock & Marine Construction Corp ITB2023-007 Bid Response.pdf
Vogel Park Marine Facility Bid Tabulation-ITB 2023-007 01.08.24.pdf

11.E. A Resolution Authorizing Work Order No. 015 with Stantec Consulting Services, Inc. in the Amount of $52,816.00 to Provide Construction Engineering Inspection (CEI) Services for the Vogel Park Marine Facility Project - Village Manager Ralph Rosado, PhD, AICP (CIP Manager Delroy Peters)

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF WORK ORDER NO. 015 TO STANTEC CONSULTING SERVICES, INC. FOR CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES FOR THE VOGEL PARK MARINE FACILITY PROJECT IN AN AMOUNT NOT TO EXCEED $52,816.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission authorize a work order with Stantec Consulting Services, Inc. to undertake construction engineering services for the Vogel Park Marine Facility project.

Resolution Stantec WO - Vogel Park Project
WO 015-Vogel-Park-CEI.pdf

11.F. A Resolution Ratifying Emergency Repairs to the Public Works Sanitation Truck #1802 in the Amount of $21,998.40 - Village Manager Ralph Rosado, Ph.D.,

AICP (Public Works Director Marlon Lobban)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE EMERGENCY PURCHASE OF REPAIR SERVICES FOR SANITATION TRUCK #1802 FROM NEXTRAN CORPORATION D/B/A NEXTRAN TRUCK CENTERS - MIAMI IN AN AMOUNT NOT TO EXCEED $21,998.40; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the resolution and ratify the emergency purchase for repairs to sanitation truck #1802 from Nextran Corporation in accordance with Invoice #07W20793 in the amount of $21,998.40.

Resolution Ratifying Emergency Repairs Truck# 1802
Exhibit A - Nextran Repair Invoice

11.G. A Resolution Approving an Agreement with Carr, Riggs, & Ingram LLC (CRI) for Accounting Consulting Services in an Amount Not to Exceed $50,000 - Village Manager Ralph Rosado, Ph.D., AICP (Chief Financial Officer Angela Atkinson)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CARR, RIGGS, & INGRAM LLC FOR ACCOUNTING CONSULTING IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the proposed agreement with Carr, Riggs, & Ingram LLC for Accounting Consulting services.

Resolution - PSA Carr Riggs & Ingram for Accounting Consulting Srvs
Exhibit A - PSA- Carr Riggs & Ingram-Accounting Consulting Srvs.pdf
Exhibit B- Budget Amendment Form-CRI.pdf E-Verify MOU - CRI.pdf

12. First Reading of Ordinances

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

12.A. An Ordinance Comprehensively Updating the Unified Land Development Code - Village Manager Ralph Rosado, Ph.D., AICP (Village Planner Silvia E. Vargas,

FAICP)

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

Suggested Action: Approve the proposed ordinance on first reading as presented by Staff.

1 - Ordinance 2024-XX- ULDC Clean Up.docx
2 Exhibit A ULDC Clean Up 1st reading
01.02.24.pdf Notice of Public Hearing- DBR

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

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

Suggested Action: To adopt to the proposed "10 -Year Water Supply Facilities Work Plan Update 2022," as presented by Staff, including both text and map amendments and as recommended by the Planning and Zoning Board.

Attachment 1 Proposed Water Supply Plan.pdf
Attachment_2 Ordinance WSP Amend.pdf
Notice of Public Hearing- DBR

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 Regulating Electronic Campaign Finance Reports - Village Attorney Haydee Sera

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CREATING SECTION 34.9, "CAMPAIGN FINANCE

REPORTS," OF THE VILLAGE CODE OF ORDINANCES TO PROVIDE REGULATIONS FOR ELECTRONIC CAMPAIGN FINANCE REPORTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance Section 34.9 E-Campaign Reporting.DOC Memo - Ordinance Creating Section 34.9, Campaign Finance Reports.pdf Notice of PH - 1.3.24.pdf

14. Discussion/Action Items

A. Unfinished Business
B. New Business

14.A. Discussion of Workforce Housing Program Options - Village Manager Ralph Rosado, PhD, AICP

Provide direction regarding the potential program priorities for the use of the new North Bay Village Workforce Housing Trust Fund.

Memo of Potential Workforce Housing Program .pdf

14.B. A Resolution Authorizing Payment of Legal Bills in Ethics Defense

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE PAYMENT FOR LEGAL SERVICES RELATING TO THE LEGAL DEFENSE OF MAYOR BRENT LATHAM BEFORE THE MIAMI-DADE COUNTY COMMISSION ON ETHICS AND PUBLIC TRUST; AUTHORIZING ADDITIONAL PAYMENTS IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Memo re Reimbursement of Ethics Legal Defense Fees 011224.pdf
Attachment 1 - C 22-60-10 Notification of Complaint Filed.pdf
Attachment 2 - C 22-60-10 Probable Cause Memorandum.pdf
Attachment 3 - C 22-60-10 Signed Public Report and Final Order.pdf
Attachment 4 - C 22-60-10 Mayor's Petition for Sanctions.pdf
Attachment 5 - C 22-60-10 Powell's Motion to Dismiss Mayor's Petition for Sanctions and Attorneys Fees.pdf
Reso- Payt. of Mayor's Legal Fees in Ethics Defense.DOCX
Resolution Exhibit A - Budget Amendment - Mayor's Legal Fees.pdf

14.C. Discussion and Status Update on the 7918 West Drive Project

15. Adjournment

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ITEM NO. 3.A

North Bay Village
Recommendation Memorandum

DATE: January 16, 2024

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

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY:

SUBJECT: Recognition of Master Sergeant Peter Guevara and Sergeant Manuel Casais

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RECOMMENDATION

BACKGROUND AND ANALYSIS

It is with great pride that I find myself in the enviable position of recognizing two of our supervisors, Master Sergeant Peter Guevara and Sergeant Manuel Casais, here today for their outstanding accomplishments with having successfully completed two separate but premier law enforcement leadership and command training programs (FDLE's Florida Leadership Academy – Guevara and the FBI National Academy – Casais). This initiative has been part of an aggressive endeavor to develop our future leaders through an unprecedented succession plan designed to keep the North Bay Village Police Department on its current trajectory of law enforcement excellence well into the future. Implementing a robust program to develop well rounded law enforcement leaders and prepare them for a seamless transition to eventually take over command of an Agency is a vital component of forward-thinking Agencies, which embrace best industry practices. Having a process like this one in place here at the NBVPD, is further vital for a vibrant Police Department and responding to the public safety challenges presented by the community it serves. These two Sergeants are the first two of our four Sergeants, who completed these elite programs, while the other two, Sergeant Norlan Benitez and Master Sergeant Amy Gordon, are currently in varying phases of their respective elite programs (University of Louisville /Southern Police Institute – Benitez and Northwestern University/School of Police Staff and Command - Gordon).

Overview:

Master Sergeant Peter Guevara – Began attending the monthly four-week FDLE Florida Leadership Academy Class #55 on September 14, 2023 and graduated on December 15, 2023. The attendees for this class consisted of law enforcement supervisors identified as future leaders representing Agencies throughout the State of Florida. The graduation took place at Coconut Creek Police Department, which was the host Agency and venue for the class.

Sergeant Manuel Casais – Began attending the eleven-week FBI National Academy Session #288 on September 23, 2023 and graduated on December 7, 2023. The attendees consisted of 198 national and international current/future law enforcement leaders. The FBINA partners with the University of Virginia for its academic curriculum, which resulted with Sergeant Casais successfully completing 15 Graduate Credits.

For their outstanding efforts in successfully completing both law enforcement leadership and command programs, Master Sergeant Guevara and Sergeant Casais are being recognized today. Congratulations to both individuals!

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ITEM NO. 9.A

North Bay Village
Recommendation Memorandum

DATE: January 16, 2024

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

FROM: Julie Leonardi, Director of Communications

SPONSORED BY: NONE

SUBJECT: Communications & Special Events Report (December 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS
Communications & Special Events December 2023 report.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Comms-Events Report for December of 2023.pdf

Communications & Special Events Engagement Report

NORTH BAY VILLAGE
HEART OF THE BAY

North Bay Village has achieved remarkable success through a series of impactful events and initiatives.

The Village partnered with the Chabad of North Bay Village to celebrate the first night of Chanukah with a Menorah Lighting event. Later in the month, Mayor Latham hosted 'La Novena De Aguinaldos' a community Christmas celebration in the park. Attendees were given take home gifts and enjoyed empanadas and hot chocolate.

The Communications and Special Events department continues to work hand in hand with our local business owners to share their stories. Our department has worked with multiple businesses, producing videos to promote everything they offer. This has proven to show increase in business and continued success for starting a business here in the Village.

We've our second MDFR CPR training class teaching life-saving skills to residents. This was a full class and the first responders plan to continue working with the Village and providing this service.
The Village held our Parking Study kick-off meeting with nearly 10 residents in person and more than 20 participating on Zoom.

The Village's approach to storytelling through captivating videos has garnered remarkable engagement. The introduction of new storytelling videos has not only effectively communicated the Village's narrative but has also establishment a meaningful connection with the community, fostering a sense of pride and identity. This strategic communication initiative has proven to be a powerful tool in conveying information and building a strong rapport with residents.

Communications & Special Events Engagement Report

Media Mentions -

WPLG Channel 10 News

SOCIAL MEDIA ANALYTICS/VIDEOS

On *Instagram*, our NBV account has 2,756 followers and an 12.83% increase in engagement. We've gained 50 followers since last month.
On *Facebook*, our NBV account has 2,000 followers with 22,000 impressions.
On *Twitter*, our NBV account has 1,218 followers. Our account has gained 9 followers since last month.
On *LinkedIn*, our NBV account has 55,000 impressions and a 10% increase in engagement since last month.
Newly released NBV videos have increased our social media engagement rate significantly.
NBV has appeared on WPLG Local 10 news twice in the last month.

ITEM NO. 9.B

North Bay Village
Recommendation Memorandum

DATE: January 16, 2024

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

FROM: Orlando Rodriguez, Code Enforcement Division Director

SPONSORED BY:

SUBJECT: Code Enforcement Report (December 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Recovered $2,250.00 in Code Enforcement fines.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Code Monthly Report December-2023.pdf

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1666 Kennedy Cswy #211	BTR	Warning	11/23/2021				
1666 Kennedy Cswy #510	BTR	Warning	11/23/2021				
7811 Beach View Drive	Trash Cans	Citation	11/23/2021		$200.00		
1666 Kennedy Cswy #206	BTR	Warning	11/23/2021				
7801 Center Bay Drive	Illicit Discharge	Citation	11/29/2021		$250.00		
7801 Center Bay Drive	Landscape	Citation	11/29/2021		$200.00		
7801 Center Bay Drive	Construction Site Maint.	Citation	11/29/2021		$250.00		
7801 Center Bay Drive	WWP	Citation	11/29/2021		$250.00		
7800 Beach View Drive	Trash Cans	Citation	11/29/2021		$200.00		
7925 West Drive	Bulk Trash	Warning	11/30/2021				
7441 Coquina Drive	Trash	Warning	11/30/2021				
(45) Lien Searches							
				$3,600.00	$2,450.00		

	Code	**Statistics**	**Dec-21**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7811 Beach View Drive	Trash Cans	Citation	12/1/2021		$200.00		
7801 Hispanola Ave	Building Recertification	Warning	12/1/2021				
1666 Kennedy Cswy #610	Building Recertification	Warning	12/1/2021				
7926 East Drive	Building Recertification	Warning	12/1/2021				
7909-7911 East Drive	Building Recertification	Warning	12/1/2021				
7915 East Drive	Building Recertification	Warning	12/1/2021				
7921 West Drive	Building Recertification	Warning	12/1/2021				
7925 West Drive	Building Recertification	Warning	12/1/2021				
1801-1815 Galleon St	Building Recertification	Warning	12/1/2021				
7928 West Drive	Building Recertification	Warning	12/1/2021				
7921 East Drive	Building Recertification	Warning	12/1/2021				
1880 S Treasure Drive	Building Recertification	Warning	12/1/2021				
7920 East Drive	Minimum Housing	Warning	12/6/2021				
7910 West Drive	Bulk Trash	Warning	12/6/2021				
7937 West Drive #G	Minimum Housing	Warning	12/6/2021				
7937 West Drive #F	WWP	Citation	12/6/2021	$250.00			
7937 West Drive #F	Minimum Housing	Warning	12/6/2021				
7917 West Drive	Bulk Trash	Warning	12/6/2021				
7536 W Treasure Drive	Noise	Citation	12/7/2021		$250.00		
7536 W Treasure Drive	Noise	Citation	12/7/2021		$500.00		
1400 Kennedy Cswy #117	BTR	Warning	12/7/2021				
1400 Kennedy Cswy #100	BTR	Warning	12/7/2021				
1400 Kennedy Cswy #1460	BTR	Warning	12/7/2021				
7920 East Drive	Bulk Trash	Warning	12/7/2021				
1555 N Treasure Drive	Bulk Trash	Warning	12/7/2021				
1400 Kennedy Cswy #1402	BTR	Warning	12/8/2021				
7545 E Treasure Drive #8F	Noise	Citation	12/9/2021		$200.00		

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

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

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

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

7946 East Drive #201	Operating/Advertising	Warning	2/3/2022				
8020 East Drive #218	Noise	Citation	2/3/2022		$250.00		
8020 East Drive #218	WWP	Citation	2/3/2022		$250.00		
7927 East Drive	Operating/Advertising	Warning	2/3/2022				
7917 West Drive	Trash	Citation	2/7/2022		$200.00		
7536 W Treasure Drive	WWP	Citation	2/7/2022		$250.00		
1820 S Treasure Drive	WWP	Citation	2/8/2022	$250.00			
23-3209-001-0270	Landscape	Warning	2/8/2022				
1800 Kennedy Cswy #A201	Special Magistrate	Order	2/8/2022		$250.00		
1750 S Treasure Drive	Knox Box	Warning	2/9/2022				
1625 Kennedy Causeway	Knox Box	Warning	2/14/2022				
1820 S Treasure Drive #205	WWP	Citation	2/14/2022		$250.00		
1353 Bay Terrace	WWP	Citation	2/14/2022	$250.00			
1880 S Treasure Drive	Blocking ROW	Warning	2/15/2022				
1666 Kennedy Cswy #604	Trash	Warning	2/15/2022				
7917 West Drive	Recycling	Warning	2/15/2022				
7929 West Drive	Recycling	Warning	2/15/2022				
1855 Kennedy Cswy	Filming	Warning	2/15/2022				
1666 Kennedy Causeway	Special Magistrate	Order	2/16/2022		$1,200.00		
7801 Center Bay Drive	Construction Site Maint.	Warning	2/16/2022				
7421 Coquina Drive	ROW Violation	Warning	2/18/2022				
7548 W Treasure Drive	Noise	Citation	2/19/2022	$250.00			
7548 W Treasure Drive	WWP	Citation	2/19/2022	$250.00			
1880 S Treasure Drive	ROW Violation	Warning	2/19/2022				
7810 Center Bay Drive	Noise	Warning	2/19/2022				
7730 Center Bay Drive	Bulk Trash	Warning	2/22/2022				
7710 Coquina Drive	Bulk Trash	Warning	2/22/2022				
7720 Miami View Drive	WWP	Citation	2/23/2022	$250.00			
7720 Miami View Drive	WWP	Citation	2/24/2022		$250.00		
7505 Cutlass Ave	Illicit Discharge	Citation	2/24/2022	$200.00			
7700 Beach View Drive	Noise	Citation	2/26/2022	$250.00			
7811 Beach View Drive	Noise	Citation	2/27/2022	$500.00		Yes	(1) of (5)
7552 Bounty Ave	Trash	Warning	2/28/2022				
7700 Beach View Drive	Noise	Citation	2/28/2022		$250.00		
(67) Lien Searches							
				$2,200.00	$3,370.00		

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

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

Treasure Island	Abandoned Vehicle	Warning	3/28/2022				
1880 S Treasure Drive	Special Magistrate	Order	3/28/2022		$3,500.00		
7540 W Treasure Drive	Noise	Warning	3/29/2022				
Harbor Island	Derelict Vehicle	Warning	3/30/2022				
7901 Hispanola Ave	Construction Maint.	Warning	3/30/2022				
7904 West Drive #816	WWP	Citation	3/31/2022		$200.00		
(126) Lien Searches							
				$2,250.00	$11,950.00		
	Code	**Statistics**	**Apr-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7540 Bounty Ave	Bulk Trash	Warning	3/31/2022				
7536 Bounty Ave	Bulk Trash	Warning	3/31/2022				
7500 Beachview Drive	Pool Violation	Warning	3/31/2022				
7501 Center Bay Drive	Bulk Trash	Warning	3/31/2022				
7901 Hispanola Ave	Construction Site Maint.	Citation	3/31/2022	$250.00			
7700 Beach View Drive	WWP	Citation	4/1/2022		$250.00		
7536 Bounty Ave	Bulk Trash	Warning	4/1/2022				
1571 S Treasure Drive	Property Maintenance	Warning	4/1/2022				
1440 S Treasure Drive	WWP	Citation	4/2/2022	$250.00			
1440 S Treasure Drive	Noise	Citation	4/2/2022	$250.00			
7544 W Treasure Drive	Noise	Warning	4/2/2022				
7811 Beach View Drive	Trash Cans	Citation	4/2/2022	$200.00			
7536 Bounty Ave	Special Magistrate	Order	4/4/2022		$75.00		
7720 Center Bay Drive	Trash Cans	Citation	4/4/2022		$200.00		
7701 Miami View Drive	Bulk Trash	Warning	4/4/2022				
1900 S Treasure Drive	Property Maintenance	Warning	4/5/2022				
7700 Miami View Drive	Noise	Citation	4/7/2022	$500.00		Yes	(2) of (5)
7533 Adventure Ave	WWP	Citation	4/7/2022	$250.00			
1690 S Treasure Drive	WWP	Citation	4/9/2022	$250.00			
7525 Buccaneer Ave	Construction Site Maint.	Citation	4/8/2022	$250.00			
7920 East Drive	Bulk Trash	Warning	4/8/2022				
7927 East Drive	Minimum Housing	Warning	4/8/2022				
7601 Beach View Drive	Noise	Warning	4/9/2022				
7500 Bounty Ave	Noise	Warning	4/9/2022				
7508 W Treasure Drive	Landscape	Warning	4/10/2022				
7540 W Treasure Drive	ROW Violation	Warning	4/11/2022				
7700 Miami View Drive	Noise	Citation	4/11/2022		$500.00		
7700 Miami View Drive	Trash	Warning	4/11/2022				
7800 Beach View Drive	Bulk Trash	Warning	4/11/2022				
1865 Kennedy Cswy #12G	WWP	Citation	4/12/2022		$250.00		
7601 E Treasure Drive	Graffiti	Warning	4/11/2022				
1872 Kennedy Cswy	Graffiti	Warning	4/11/2022				

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

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

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

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

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

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

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

	Code	**Statistics**	**Aug-22**	**$**	**$**	**X**	**X**

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

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

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

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

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

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

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

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

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

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

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

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

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

	Code	**Statistics**	**Feb-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1830 S Treasure Drive	Bulk Trash	Warning	2/1/2023				
7529 Mutiny Ave	Blocking ROW	Warning	2/1/2023				
1865 Kennedy Cswy	Trash	Citation	2/1/2023	$200.00			
7545 Cutlass Ave	Bulk Trash	Warning	2/1/2023				
7904 West Drive #1016	WWP	Citation	2/1/2023		$250.00		
1700 N Treasure Drive	Special Magistrate	Order	2/1/2023		$1,500.00		
7904 West Drive	Construction Site Maint.	Warning	2/2/2023				
1356 Bay Terrace	Construction Site Maint.	Warning	2/2/2023				
7556 W Treasure Drive	Noise	Citation	2/6/2023	$250.00		Yes	(1) of (3)
7945 East Drive #106	Minimum Housing	Warning	2/7/2023				
7945 East Drive #207	Minimum Housing	Warning	2/7/2023				
7801 Center Bay Drive	Trash	Warning	2/7/2023				
7548 W Treasure Drive	Construction Site Maint.	Citation	2/9/2023		$250.00		
7548 W Treasure Drive	Construction Site Maint.	Citation	2/9/2023		$500.00		
1865 Kennedy Cswy	Trash	Citation	2/9/2023		$200.00		
7631 Miami View Drive	Landscape	Citation	2/10/2023		$200.00		
1601- 47 N Treasure Drive	WWP	Citation	2/10/2023		$250.00		
7510 Coquina Drive	Trash Cans	Warning	2/11/2023				
7530 Miami View Drive	Trash Cans	Warning	2/11/2023				
7631 Miami View Drive	Bulk Trash	Warning	2/11/2023				
7441 Coquina Drive	Noise	Citation	2/13/2023		$250.00		
7601 Coquina Drive	Bulk Trash	Warning	2/14/2023				

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

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

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

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

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

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

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

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

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

7500 Center Bay Drive	Construction Site Maint.	Warning	7/10/2023				
1356 Bay Terrace	Bulk Trash	Warning	7/10/2023				
7801 Beach View Drive	Bulk Trash	Warning	7/10/2023				
7545 Hispanola Ave	Noise	Citation	7/10/2023		$250.00		
7517 Bounty Ave	Special Magistrate	Order	7/11/2023		$1,400.00		
7500 Bounty Ave	Vessel Violation	Warning	7/11/2023				
Treasure Island	Derelict Vehicle	Warning	7/11/2023				
1800 S Treasure Drive	Bulk Trash	Warning	7/12/2023				
1790 Kennedy Cswy #B112	WWP	Citation	7/12/2023	$250.00			
1755 Kennedy Cswy	WWP	Citation	7/12/2023	$250.00			
7937 West Drive	WWP	Citation	7/13/2023	$250.00			
7927 East Drive	Landscape	Citation	7/13/2023	$200.00			
7915 East Drive	Blocking ROW	Warning	7/13/2023				
1790 Kennedy Cswy #B112	WWP	Citation	7/13/2023		$250.00		
7510 Coquina Drive	Noise	Citation	7/15/2023	$250.00		Yes	(1) of (3)
7525 Adventure Ave	Noise	Citation	7/15/2023	$250.00			
7731 Coquina Drive	WWP	Citation	7/14/2023		$250.00		
7904 West Drive #602	WWP	Citation	7/17/2023	$250.00			
7401 Miami View Drive	Landscape	Warning	7/17/2023				
7525 Adventure Ave	Noise	Citation	7/17/2023		$250.00		
1508 Kennedy Cswy	WWp	Citation	7/18/2023		$250.00		
7904 West Drive #515	WWP	Citation	7/19/2023		$250.00		
7801 Miami View Drive	WWP	Citation	7/20/2023	$250.00		Yes	(1) of (3)
7937 West Drive	WWP	Citation	7/20/2023		$250.00		
7410 Beach View Drive	Stagnant Water	Warning	7/20/2023				
1872 Kennedy Cswy	WWP	Citation	7/20/2023	$250.00			
1657 N Treasure Drive	WWP	Citation	7/22/2023	$250.00			
Harbor Island	Prohibited Signs	Removed	7/22/2023				
1440 S Treasure Drive	Noise	Citation	7/22/2023	$250.00			
7536 Adventure Ave	Noise	Citation	7/24/2023	$250.00		Yes	(1) of (3)
1657 N Treasure Drive	WWP	Citation	7/24/2023		$250.00		
Harbor Island	Derelict Vehicle	Warning	7/24/2023				
7536 Adventure Ave	Noise	Citation	7/24/2023		$250.00		
7601 E Treasure Dr #1816	Noise	Citation	7/25/2023		$250.00		
7525 E Treasure Drive	Bulk Trash	Warning	7/25/2023				
1872 Kennedy Cswy	Trash	Citation	7/26/2023		$200.00		
7544 Buccaneer Ave	WWP	Citation	7/26/2023		$250.00		
1872 Kennedy Cswy	WWP	Citation	7/26/2023		$250.00		
7601 E Treasure Dr PH215	Noise	Citation	7/27/2023		$250.00		
1780 Kennedy Cswy	Special Magistrate	Citation	7/28/2023		$1,700.00		
7918 West Drive	Noise	Citation	7/28/2023	$750.00			
1800 S Treasure Drive	Bulk Trash	Warning	7/31/2023				
(84) Lien Searches							
				$4,700.00	$7,600.00		

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

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

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

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

7701 Beach View Drive	WWP	Citation	10/10/2023	$250.00			
7401 Beach View Drive	Construction Site Maint.	Warning	10/10/2023				
1872 Kennedy Cswy	Noise	Warning	10/10/2023				
7621 Coquina Drive	Construction Site Maint.	Warning	10/11/2023				
1671 S Treasure Drive	Trash Cans	Warning	10/12/2023				
1471 S Treasure Drive	Landscape	Warning	10/13/2023				
7540 Hispanola Ave	Landscape	Warning	10/13/2023				
1670 S Treasure Drive	Landscape	Warning	10/13/2023				
1471 S Treasure Drive	Landscape	Warning	10/13/2023				
7540 Hispanola Ave	Landscape	Warning	10/13/2023				
1670 S Treasure Drive	Landscape	Warning	10/13/2023				
1440 S Treasure Drive	Noise	Citation	10/16/2023		$250.00		
1440 S Treasure Drive	WWP	Citation	10/16/2023		$250.00		
1440 S Treasure Drive	WWP	Citation	10/16/2023		$250.00		
1872 Kennedy Cswy	Landscape	Warning	10/16/2023				
7528 Mutiny Ave	Bulk Trash	Warning	10/16/2023				
7931 East Drive	Bulk Trash	Warning	10/16/2023				
7941 East Drive	Bulk Trash	Warning	10/16/2023				
1440 S Treasure Drive	WWP	Citation	10/16/2023		$250.00		
1440 S Treasure Drive	Special Magistrate	Order	10/16/2023		$3,100.00		
1681 Kennedy Cswy	WWP	Citation	10/18/2023		$250.00		
7525 Adventure Ave	Bulk Trash	Warning	10/19/2023				
7557 Mutiny Ave	Noise	Citation	10/21/2023	$250.00			
7536 Mutiny Ave	Bulk Trash	Warning	10/21/2023				
1865 Kennedy Cswy	Trash	Citation	10/23/2023	$200.00			
7557 Mutiny Ave	Noise	Citation	10/23/2023		$250.00		
7700 Center Bay Drive	Construction Site Maint.	Warning	10/24/2023				
7623 Beach View Drive	Noise	Citation	10/24/2023	$250.00			
1800/1790 Kennedy Cswy	Property Maintenance	Warning	10/24/2023				
7701 Beach View Drive	WWP	Citation	10/24/2023		$250.00		
8000 West Drive	Noise	Citation	10/25/2023		$250.00		
7525 Adventure Ave	Bulk Trash	Warning	10/26/2023				
1750 S Treasure Drive	Bulk Trash	Warning	10/26/2023				
7525 Adventure Ave	Bulk Trash	Citation	10/27/2023	$200.00			
7904 West Drive #602	WWP	Citation	10/27/2023		$250.00		
7504 W Treasure Drive	Noise	Citation	10/28/2023	$250.00			Yes
7504 W Treasure Drive	Noise	Citation	10/28/2023	$500.00			Yes
1865 Kennedy Cswy	Trash Violation	Citation	10/30/2023		$200.00		
(16) Lien Searches							
				$2,150.00	$5,750.00		
	Code	**Statistics**	**Nov-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes

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

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

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

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

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

STRV Strike	Code violation counted when revoking/denying an STVR License

ITEM NO. 9.C

North Bay Village
Recommendation Memorandum

DATE: January 16, 2024

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

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY:

SUBJECT: Police Accreditation Report (December 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS

Background

Accreditation is the utilization of police industry best practices to manage a law enforcement agency. The Commission for Florida Law Enforcement Accreditation (CFA) is the governing body for administering the accreditation process in the State of Florida.

The CFA has created and developed a list of accepted police industry best practices which accredited agencies must follow. Currently, those standards encompass thirty-two (32) chapters with approximately two hundred thirty (230) Standards. The CFA meets every four months and reviews the standards, at which time they may add, delete, and/or modify them to keep up with the ever -changing field of law enforcement. The North Bay Village Police Department (NBVPD) is working towards CFA accreditation.

The initial step in the accreditation process requires a law enforcement agency to create and or modify their procedures (policies) to reflect and comply with the CFA standards (note that one policy may encompass multiple standards). Once the compliant policies have been created and developed, the agency must collect twelve (12) months of proofs of compliance with the CFA standards (currently, this process will mandate the collection of approximately three hundred (300) proofs for our agency).

The NBVPD's existing policies were taken from the Ft. Lauderdale Police Department in 2006. The policies (some of which were outdated at the time) were in use for years prior to the NBVPD adopting and implementing them. NBVPD's existing policies are in dire need of updating. The CFA accreditation process will ensure that the NBVPD has and maintains policies that are are consistent with police industry best practices standards. Attaining CFA accreditation ensures that the NBVPD meets and operates within industry best practices.

The LEAC Group was previously contracted to act as a consultant in the creation of policy templates that meet the CFA accreditation standards. The policies provided by LEAC will be modified, when possible, to best suit the actual operations and practices of the NBVPD. NBVPD's operations and practices will be modified and developed to meet the CFA standards.

Benefits of Attaining Accreditation

TO THE COMMUNITY

Accreditation increases the law enforcement agency's ability to prevent and control crime through more effective and efficient delivery of law enforcement services to the community it serves. It enhances community understanding of the law enforcement agency and its role in the community as well as its goals and objectives. Accreditation creates a forum in which police and citizens work together to control and prevent crime. This forum help citizens to understand the challenges that confront law enforcement, and law enforcement, in turn, receives clear direction from the community about its expectations. Through this partnership, a common set of goals and objectives will be arrived at and implemented.

TO THE CHIEF, VILLAGE ADMINISTRATION, AND COMMISSION

Accreditation increases cooperation and coordination with other law enforcement agencies and other branches of the criminal justice system. The accreditation process requires an in-depth review of every aspect of the agency's organization, management, operations, and administration to include:

- establishment of agency goals and objectives with provisions for periodic updating re-evaluation of whether agency resources are being used in accord with agency goals,

objectives, and mission.
- re-evaluation of agency policies and procedures, especially as documented in the agency's written directive system.
- correction of internal deficiencies and inefficiencies before they become public problems.

The accreditation standards provide norms against which agency performance can be measured and monitored over time as well as providing objective measures to justify decisions related to budget requests and personnel policies. Accreditation streamlines operations, providing more consistency and more effective deployment of agency manpower. Accreditation provides a legal defense for civil actions brought against the agency and presents the opportunity to re-organize without the appearance of personal attacks.

TO THE OFFICERS

Accreditation requires that agency policies and procedures are in written form and available to all agency personnel at all times. It assures employees that every aspect of the agency's personnel system is in accord with professional standards and that the system is both fair and equitable. Agency morale is enhanced by increasing the employees' confidence in the effectiveness and efficiency of their own agency. Operations become more streamlined and consistent, and the standards address officer safety issues and provide for adequate training and equipment of the officers. Officers also receive a level of protection when personally named in a civil action.

Major Tasks Towards Achieving Initial Accreditation

There are numerous tasks required in preparation for the initial accreditation process. The below list, though not all inclusive, presents most of the major requirements:

- Review of LEAC policy templates proffered for use as a base for changes needed for existing policies.
- Review and modification of all policies to ensure compliance with the CFA standards.
- Configuration, setup, and training for the PowerDMS policy and accreditation management software.
- Creation of reports for time-sensitive standards including daily, weekly, monthly, semi-annually, and annual reports to track and measure the status of the agency.
- Inspection of all police facilities and functions including (but not limited to) the Communications Center, Property and Evidence storage, Prisoner processing, Training, Certifications, Forms and Reports, the Security of the Physical Plant, the Security of both Hardcopy and Digital Information Storage, Confidentiality of Juvenile Records, Confidentiality of other Exempt Records.
- Training of every member of the agency, both sworn and civilian, in the accreditation process and their role in that process.

- Collection of proofs of compliance with the standards and policies (this process begins following the completion of the creation of the standards-compliant policies).
- Mock on-site assessment to ensure compliance with the CFA standards prior to the actual assessment.
- CFA on-site assessment which includes: a review of every policy (which includes presentation of the Proofs of Compliance to the assessment team), physical inspections of police facilities, review and observation of actual police operations, interviews with police department staff (both sworn and civilian), and public meetings between the community and commission.

Timeline to Completion

The North Bay Village Police Department has initiated the accreditation process and actively continues to work towards achieving accredited status. (**NOTE:** an Accreditation Manager was hired in the second week of August 2019). Unfortunately, issues related to the continuing COVID-19 Pandemic, Civil Unrest, and Major Weather Events have delayed the planned timeline.

- The normal timeframe to achieve the initial accreditation from CFA is twenty-four (24) months. This includes twelve (12) months of policy creation and modification and twelve (12) months of collection of proofs of compliance collection. The NBVPD Accreditation Team had anticipated that by March 2021, NBVPD would be ready for the Mock Assessment; however due to continuing detrimental impacts of the COVID-19 Crisis, the timing for this first evaluation step cannot be determined at this time.
- Following the Mock Assessment, identified issues and any potential deficiencies are corrected and a request is submitted to the CFA for the scheduling of an On-site Assessment.
- The On-site Assessment, which is scheduled at CFA's earliest convenience, generally occurs within one or two quarters after the completion of the Mock Assessment. The timing is dependent on the scheduling and operations of the CFA which have also been impacted by the pandemic (currently an 8- to 10-month time lag exists). **NOTE:** CFA suspended both their conferences and their On-site Assessments effective March of 2020. Currently, they are only doing Virtual On-site Assessments for agencies that are already accredited. There is a waiting list of agencies waiting for the initial on-site.
- Once the CFA On-site Assessment is satisfactorily completed, the Agency is invited to attend the next available CFA Commission meeting (which during normal operations are held every four [4] months) for the awarding of Agency Accreditation.

The completion timeline (originally planned for Q4 ’21) has been delayed as a result of issues related to the COVID-19 Pandemic and the continuing dialogue and dynamic environment surrounding Police Reform. It remains highly variable with multiple unknowns as a result of these disruptions. The NBVPD continues to make progress on the path towards accreditation. Working within the many limiting factors resulting from these events, we continue to push on with the goal and have set a date for the Mock Assessment in January 2024.

Evaluation of the Values Depicted in the Attached Progress Matrix

The situation at hand is one where focusing on pure percentages and statistics is misleading. For example, the NBVPD completed the task of training the entire police department at the end of September – the amount of prep work and logistical planning that is involved in accomplishing that task cannot be reflected in the "100%" statistic. Of course, that value becomes fixed and will not change from month to month. In addition, several progress indicators/benchmarks are very slow to advance because they are dependent on CFA, and CFA is near stagnant due to the continuing, international health crisis (as detailed elsewhere in this memo).

The task of writing, reviewing and editing policies is a cumbersome, labor intensive process. CFA encompasses 32 chapters and 230 standards upon which the policies (some of which are 30 or more pages) are built; an increase of 3% (a seemingly small increase) does not effectively quantify the hundreds of pages and many man hours that went into achieving that gain.

Likewise, there is the issue of remediating identified deficiencies (such as those in the physical plant – was addressed via the intensive months long process of relocating dispatch – the finishing touches of which are currently being addressed). Since the necessary vendors are often not available, or supply side logistics are disrupted (again due to pandemic), the Village often is hindered in the advance of corrective measures. The process of corrective action is what really moves the needle in terms of advancement.

There has indeed been and continues to be significant, measurable progress, and due to the limitations imposed by the Corona Virus, issues of Police Reform and CFA operations, it is not likely to be exceedingly large for the foreseeable future. As explained in this memorandum, the accreditation process is, in ideal circumstances, generally a two-year project; the COVID-19 Crisis and the dynamic environment surrounding Police Reform has caused significant delays and made the situation highly variable with multiple unknowns as a result of these disruptions.

Accreditation as an Industry Standard

Accreditation standards are established by two, though interrelated, distinct processes. CALEA (the Commission on Accreditation for Law Enforcement Agencies) - a national standard that is focused on large agencies, and by Accrediting Agencies established within individual state criminal justice systems.

Currently 37 of the 50 states have Accrediting Agencies, of which Florida is one - CFA (Florida Accreditation Commission).

There are approximately 18,000 law enforcement agencies in the USA, and of those, approximately 940 are nationally (CALEA) accredited.

There are approximately 400 law enforcement agencies in Florida, and of those some 115 - or less than 29% - currently hold CFA accreditation.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
CFA Accreditation Progress Matrix for Dec 2023.pdf

CFA Accreditation Progress Matrix for December 2023

	July '19 Baseline	Nov '23 Status	Dec '23 Status	Task Highlights
LEAC Templates	40%	100%	100%	• Received 40 of 40 policy templates • Reviewed 39 templates and modified 37 for publication following approval and review workflow process.
PowerDMS Setup, Training, and Implementation	0%	100%	100%	• Added legal bulletins • Uploaded new policies • Identified Additional Training Needs and Conducted Training on Training Module Department-wide
Creation of new and modification of existing Time Sensitive Reports	0%	99%	99%	• The process of identifying all reports produced by the Agency is complete. • Creation of Missing Report has started.
Training of Sworn and Civilian Staff on CFA process	0%	100%	100%	• Completed preparing training package • Training was delivered in September
Inspection of Facilities and Functions of the Agency	0%	99%	99%	• The inspection process of the physical plant and agency functions is an on-going project. • Transfer from remote facility to main building complete for Property and Evidence. • Transfer from old armory to new armory complete

Review and Modification of Policies (232)	0%	99%	99%	• 290 Standards met via policy
Collection of Proofs of Compliance (330) 2021	0%	100%	100%	• Collected 280 Proofs of Compliance for CFA Standards (approximately 330 proofs total) • Began proof collection structured process. 55 proofs in progress • Identified proof assignments • Conducted training for all supervisors
Collection of Proofs of Compliance 2022	0%	95%	97%	• Collected 100 Proofs of Compliance for CFA Standards • New year requires additional proofs
Policies Reviewed by Employees on PowerDMS	0%	100%	100%	• Training completed and policy signatures beginning
Policy Modification	0	158	163	• Policies modified to conform with changes to CFA standards and Law

Property Disposal	N/A	75%	78%	• Additional activity for disposal of evidence and property no longer required to be stored.
Review of Proofs	0	94%	94%	• Review of collected proofs for Mock On Site
Preparation of PowerDMS	0	69%	85%	• Highlighting policies and scanning and adding proof to PowerDMS
Creation of New Policies to comply with standards changes	0	157	160	Added newly created policies to comply with changes to the accreditation standards
Pre-Mock on-site Assessment	N/A	Pending	Conducted	Pre-mock took place on December 19th. Awaiting feedback from assessors.

Mock on-site Assessment	N/A	Pending	Pending	Tentatively Scheduled for 3rd week in January, 2024
CFA on-site Assessment	N/A	Pending	Pending	Tentatively Scheduled for March, 2024
Total Estimate of Overall Progress	5%	98%	99%	This estimate will change slowly until the above milestones are met at 100%

ITEM NO. 9.D

North Bay Village
Recommendation Memorandum

DATE: January 16, 2024

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

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY:

SUBJECT: Traffic Enforcement Report (December 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Monthly Traffic Report (December 2023) - FINAL.pdf

North Bay Village Police Department
Memorandum

Date: December 31, 2023

To: Deputy Chief, S. Bejar

From: Sgt. N. Benitez

Subject: Monthly Traffic Enforcement Report for December 1 to December 31, 2023

The following is the Monthly After-Action Report for the Department's continuing traffic educational/enforcement initiative. The information contained herein details the activity for the month of December 2023. The purpose of our traffic safety campaign is to enhance traffic safety in our community and mitigate violations of traffic laws through the apprehension and/or citation of drivers, public education and raising awareness of the dangers of aggressive driving, speeding, red-light running, seat belt compliance, bike/pedestrian safety, impaired driving, distracted driving, and general traffic safety. Our Traffic Enforcement Team will continue to monitor all Village-wide traffic related issues and conduct strategic enforcement, reporting our continuing progress on a monthly basis.

Traffic Enforcement on Kennedy Causeway:

- 102 – Speeding Citations
- 16 – Criminal Citations
- 57- Moving Violation Citations
- 50 – Non-Moving Citations
- 26 – Warnings

Traffic Enforcement on Harbor Island:

- 15 – Speeding Citation
- 3 – Criminal Citation
- 10 – Moving Violation Citations
- 8 – Non-Moving Citations
- 8 – Warnings

Traffic Enforcement on Treasure Island:

- 0 – Speeding Citation
- 4 – Criminal Citations
- 6 – Moving Violation Citations
- 7 – Non-Moving Citations
- 5 – Warnings

Traffic Enforcement on North Bay Island:

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

Traffic Enforcement Totals:

- 278 – Citations
- 39 – Warnings
- 92 – Parking Citations

ITEM NO. 9.E

North Bay Village
Recommendation Memorandum

DATE: January 16, 2024

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY:

SUBJECT: Capital Improvement Report (December 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Per project

PERSONNEL IMPACT
NONE

ATTACHMENTS
Capital Improvement Projects Construction Summary.pdf

Key Capital Improvement Projects Construction Summary (1/9/24)					
(Organized by Expected Construction Dates, unless Otherwise Indicated)					
Proj. #	**Proj. Name**	**Scope**	**Start Date**	**End Date**	**Notes**
1	Public Art: Paint FPL Infrastructure Vault	Add mural to FPL vault in front of Civic Park. Sponsored by Comm. Cuk.	1/15/24	1/29/24	Artist selected. FPL approval secured on 10/25/23. Leo working on finalizing Professional Services Agreement and requesting invoice from artist ($2.5K to start and $2.5K when finished) by 1/8. Work to be complete by 1/29.
2	Public Art: Island Walk South Plaza Mural	Paint mural or add installation to IWSP Wall next to GVP	12/1/23	2/1/24	Artist selection has taken place; contract approved at 11/9/23 commission meeting. Leo worked with PW to hire sandblasting vendor to clean wall. Artist presented rendering to staff and, with Public Art Committee approval, selected design. Artist set to begin painting 1/8.
3	Inlet Filters - Phase I	Installation of 48 upward flow customized stormwater drainage filters on existing inlets on NBI & TI.	10/1/23	2/15/24	In design phase for each individual (i.e. custom) filter. New state contract in the amount of $150k for Phase II to complete installation of filters in the remaining drainage structures (total of 98 filters for phase I & II). 12 filters recently installed on TI and NBI. QR Code drain markers are manufactured and ready to install after web app review with NBV PW team. Design, manufacture and install of remaining filters by 2/15/24.
4	Public Art: Vogel Park Tourist Photo Frame	Have artist/sculptor create social media metal background to be installed at SW corner of Vogel	1/15/24	2/13/24	Artist selection has taken place; contract approved at 12/12/23 commission meeting. Artist to present renderings to staff by 1/8.

5	Sanitary Sewer Improvements	Complete assorted moratorium-related improvements	Spring '22	3/31/23	SSES corrective action repairs have been made to the Hispanola, S. Treasure and Village Hall basins. SSES report scheduled to be completed and submitted to DERM by 1/16. Initial assessment shows reduction to the VH basin was significant but still not below the county threshold. This will require additional repairs and conducting another night flow test to confirm reduction of the INI. Smoke testing of the Hispanola basin is scheduled for February to confirm corrective repairs of the basin. Consultant requires additional water meter data to comlete analysis of the S. Treasure basin.
6	TI ADA - Ph II	Repair/replace sidewalks/curbs/gutters; install audible beacons on causeway	10/9/23	4/1/24	FDOT new contract delayed start date. Construction is about 70% complete with all concrete work done. Audible beacons to be installed to complete project. Contractor awaiting permit from County traffic division.
7	TI Parking Study	The study will develop parking management strategies that will accomplish three objectives: a. identify how much parking is provided in the study area. b. identify if parking demand exceeds supply. c. identify feasible parking management strategies that are satisfactory to residents and businesses.	11/29/23	May '24	This is not a construction project but may lead to physical changes of some sort. Steering Committee of residents formed. Parking Study Town Hall held on 11/29/2023. Data collection underway.

8	New or Repaired Crosswalks & Sidewalks on All Islands	Phase I: Add 6 crosswalks on HI; complete sidewalk network on HI. Phase II: add 20 crosswalks on TI; repair and replace cracked, broken sidewalks, curb & gutters on TI; add 1 path at entrance of NBI (connecting Coquina & Center Bay)	Phase I: Summer '24; Phase II: TBD	Phase I: Summer 2024; Phase II: between 8/31/25 and 8/31/27, or perhaps sooner if FDOT expedites construction funding, based on successful completion of design/ permitting; if FDOT funding not expedited, then NBV can pursue paying for sidewalks via Reserves.	This project combines contracts for federal ($426K) & state ($350K) funding with a $350K NBV local match and was approved at 9/28/23 commission meeting. Work order for design approved at 11/9 commission meeting. Design underway.
9	Island Walk N Plaza	Construct North Plaza scenic area plus NBV east entry sign	1/15/24	8/30/24	FDOT new contract and a bat survey delayed start date. Contractor in process of obtaining drainage permits from DERM. Contractor to pull construction permit from Village and lane closure permit from FDOT. Contractor submitted permit application to Village; it is under review.

10	TI WW Pump Station Improvements	Demolish existing building on Galleon St and underground pump station, remove and replace existing pump station on Hispanola Ave, replace electric panel on S Treasure Dr. Replace Village Hall pump station as well.	7/31/23	8/30/24	
11	TIES Park	Add 5 multipurpose fields, pathway, landscaping to TIES perimeter	4/1/24	10/1/24	MDCPS and NBV approvals granted in October 2023; NBV/AFA contracts being renegotiated.
12	Complete Streets - Short Term Improvements (Bus Shelters & TI Decorative Crosswalks)	Ultimately install 7 bus shelters on Kennedy Causeway throughout village and pedestrian crosswalks on TI	Spring '24	Fall '24	$414,000 in total to spend from FDOT grant. Bus shelter being designed by BCC Engineering; fabrication to be bid out, for commission approval by Jan 2024. The # of shelters installed will depend on price. These two projects are combined because they are being paid for by same grant program (County Incentive Grant Program). Received FDOT approved change of scope Supplemental Agreement approval. Project design underway. 90% design submittal to the Village under review.
13	Vogel Park Marine Facilities	Install kayak launch and marine patrol dock	2/1/24	Fall '24	Initial Invitation to Bid (ITB) did not yield responses and was readvertised on 10/20/23, bid opening held 12/8/23, one submittal received, and anticipated construction contract at 1/16/24
14	Street Signs	Ultimately replace all NBV street signs	1/8/24	Fall '24	Fabricator was approved by commission in Oct 2023. BSG B Sign Group will prepare different color samples for commission 12/12/23 meeting.

15	NBI Stormwater System Improvements	Replace NBI stormwater pump station with new, better one	Spring '24	Fall '24	Negotiating easement agreement with affected property owner, for approval at 1/9/23 commission meeting. Owner agreed to provide 5' easement on north side of property. PW looking for alternate location or arrangement. Funding extension to April 2024 to be approved by DEP. Designer has proposed alternate design reducing the dependence on an easement to complete the design.
16	Civic Park Recreational Improvements	Add walking/nature trail, splash pad, kayak launch, living shoreline	Fall '24	Fall '25	Design is at 90% completion. Permitting elements in bay can be lengthy/unpredictable.
17	Galleon St Community Center	Construct community center and outdoor rec. amenities at Public Works site	Summer '24	Fall '25	MDCPS and NBV approvals granted in October 2023; NBV/AFA contracts being (re)negotiated. Phase I environmental assessment underway.
18	Village Hall	Construct village hall/fire rescue complex	6/23/25	12/31/26	In design phase.
19	Kennedy Causeway Complete Streets	To conduct a Lane Reduction Study along 79 St. (JFK Causeway), to include context classification, traffic analysis, and forecasting, ultimately resulting in construction improvements	TBD	TBD	In traffic study/forecasting phase. FDOT sent latest set of comments to NBV/Stantec. Stantec to respond by 11/15/23. Design or construction schedule not yet set. Village commission to have sunshine meeting with FDOT D6 Sec. Miller to discuss flat bridge PD&E and this project.

Completed

Proj. #	Proj. Name	Scope	Start Date	End Date	Notes
1	Tree Planting at TIES	Planted 48 shade trees at TIES	8/2/23	8/30/23	
2	Hispanola Ave Roadway Improvements	Segregated left green arrow and pedestrian walk signal, so that drivers are not encouraged to approach and endanger pedestrians; other minor (e.g. restriping and repaving) improvements	5/1/23	9/30/23	This is an FDOT (not NBV) project, but NBV advocated for the pedestrian improvements and more recently asked for the full intersection to be paved. They complied.

3	Kennedy Causeway Median Beautification	Added 10 royal palms and groundcover on causeway medians	6/15/23	9/30/23	
4	TI Bulbouts and N. Treasure Drive Medians	Install green island ficus in bulbouts; install plantings reflecting Curtis & Rogers design in N. Treasure Dr. medians	10/4/23	11/1/23	

ITEM NO. 9.F

North Bay Village
Recommendation Memorandum

DATE: January 16, 2024

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

FROM: Carlos Ortega, Project Manager

SPONSORED BY:

SUBJECT: Stormwater Projects Report (December 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS

Stormwater Projects Report Update (December 2023)

On-going projects:

1) North Bay Island Pump Station #1:

- The project is in the design Phase.
- During the last week of December, the Design Consultant met with the Miami-Dade County's Regulatory and Economic Resources (RER) agency to discuss the permitting and discharge requirements for the proposed pump station and outfall design. Due to some recent changes in regulations and requirements on nutrient reduction for nitrogen and water quality treatment, some of the stormwater components will need to be re-designed.
- The design is being updated to a self-contained system with drainage wells. This will avoid discharging to the bay and adhering to the discharge requirements.
- Permits required are planned to be obtained before construction start date.
- In order to meet the FDEP grant's extended design deadline of March/April 2024, the Consultant will proceed with the re-design of the drainage well self-contained system and develop 100% plans by March 2024.
- An updated design schedule will be provided by the design consultant.

2) Outfall Rehabilitation Program:

- The design phase of the rehabilitation of existing outfalls within the 3 islands will be performed by the Program Management Team's Stormwater subconsultant.
- As part of the DEP grant application submitted by the Program Manager, the baffle structures proposed for the 13 outfalls at Harbor Island are being incorporated.
- Program Management Team's subconsultant, ECT, is finalizing the scope and fee for the design phase of this project.

3) Treasure Island Milling and Resurfacing Project:

- The design phase of this project will be performed by the Program Management Team's Roadway subconsultant. The subconsultant, GOAL, is finalizing the scope and fee for the design phase of this project.
- The project's scope includes the milling and resurfacing of N Treasure Drive, Adventure Avenue, Bounty Avenue, Buccaneer Avenue, Cutlass Avenue, Hispaniola Avenue, Mutiny Avenue, and the northern part of East Treasure Drive.
- Bidding and procurement timeline is estimated at 4 months, which will allow for the start of construction by July-August 2024.
- Program Management's Communication and Public Engagement subconsultant is preparing brochure to distribute to the residents on upcoming stormwater projects. This project will be identified in the brochure as an upcoming project, but not a stormwater improvements project. This communication will be sent to the residents to inform them of the roadway resurfacing efforts that will be taking place during the 3rd quarter of the year.

4) Conceptual Roadway Design Typical Sections:

- The Program Manager is working on finalizing the conceptual roadway design typical section and anticipated to be submitted with the Traffic Study in early January.

CIP projects in Planning Phase:

5) North Bay Island Pump Station Project #2: The project is currently in the Planning and Project Scoping phases. Program Manager will coordinate with Village and on-call consultant assigned to the project prior to the start of design, which is anticipated to start in April 2024.

6) Treasure Island Pump Station Project #1: The project is currently in the Planning and Project Scoping phases. Program Manager will coordinate with Village and on-call consultant assigned to the project prior to the start of design, which is anticipated to start in April 2024.

7) Treasure Island Pump Station Project #2: The project is currently in the Planning and Project Scoping phases. Program Manager will coordinate with Village and on-call consultant assigned to the project prior to the start of design, which is anticipated to start in April 2024.

8) Treasure Island Pump Station Project #3: The project is currently in the Planning and Project Scoping phases. Program Manager will coordinate with Village and on-call consultant assigned to the project prior to the start of design, which is anticipated to start in June 2024.

9) Harbor Island Pump Station Project #1: The project is currently in the Planning and Project Scoping phases. Program Manager will coordinate with Village and on-call consultant assigned to the project prior to the start of design, which is anticipated to start in April 2024.

10) North Bay Island Stormwater and Roadway Project #3: The project is currently in the Planning and Project Scoping phases. Program Manager will coordinate with Village and on-call consultant assigned to the project prior to the start of design, which is anticipated to start in July 2025.

11) North Bay Island Stormwater and Roadway Project #4: The project is currently in the Planning and Project Scoping phases. Program Manager will coordinate with Village and on-call consultant assigned to the project prior to the start of design, which is anticipated to start in July 2025.

12) Treasure Island Stormwater and Roadway Project #4: The project is currently in the Planning and Project Scoping phases. Program Manager will coordinate with Village and on-call consultant assigned to the project prior to the start of design, which is anticipated to start in July 2025.

13) Treasure Island Stormwater and Roadway Project #5: The project is currently in the Planning and Project Scoping phases. Program Manager will coordinate with Village and on-call consultant assigned to the project prior to the start of design, which is anticipated to start in September 2025.

14) Treasure Island Stormwater and Roadway Project #6: The project is currently in the Planning and Project Scoping phases. Program Manager will coordinate with Village and on-call consultant assigned to the project prior to the start of design, which is anticipated to start in September 2025.

15) Harbor Island Stormwater and Roadway Project #2: The project is currently in the Planning and Project Scoping phases. Program Manager will coordinate with Village and on-call consultant assigned to the project prior to the start of design, which is anticipated to start

in August 2026.

16) Harbor Island Stormwater and Roadway Project #3: The project is currently in the Planning and Project Scoping phases. Program Manager will coordinate with Village and on-call consultant assigned to the project prior to the start of design, which is anticipated to start in August 2026.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ITEM NO. 10.A

North Bay Village
Recommendation Memorandum

DATE: January 16, 2024

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Village Clerk's Report for December of 2023

RECOMMENDATION

BACKGROUND AND ANALYSIS

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

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

AGENDAS / POSTINGS

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

Village Commission	Planning & Zoning Board	Residents Advisory Boards	Town Hall, Special Magistrate, others
1	1	2	0

PUBLIC NOTICES

The Village Clerk's Office issued a total of five (5) Public Meeting Notices during December of 2023. These notices include various types of meetings, including Town Hall, Village Commission Meetings, Workshops, Resident Advisory Boards Meetings, Special Magistrate Hearings, Sunshine Meetings, and Request for Proposals.

EXECUTION OF DOCUMENTS

Resolutions	Agreements
14	8

RESIDENT ADVISORY BOARD UPDATE
The following Board Member was sworn in for their perspective Board.
* Marco Zuniga - Financial Advisory Board

RECORDS MANAGEMENT
In late December, I was alerted to a critical issue concerning the temporary air conditioning unit in the Records Room, as it had become inoperative. Following a thorough evaluation by an A/C Technician, it became apparent that the existing room lacked proper access and sufficient A/C vents, leading to an inability to effectively regulate the temperature. The levels of both temperature and humidity exceeded the established State of Archives standards, posing a substantial risk to the integrity of the Village's vital records.

Recognizing the urgency, I am actively working to address this situation. To mitigate the risk of damage or deterioration, I am in the process of organizing the relocation of these records. This alternative site provides temperature control, ensuring a more conducive environment for the preservation of the Village's records. A temporary a/c unit has been installed in the room for the time being.

MEETING NOTICES / NEWSPAPER
In late November, Miami-Dade, Broward, and Palm Beach Counties were informed that ALM Global, LLC, doing business as Daily Business Review (DBR), would discontinue the printed issue of DBR Newspaper on December 21, 2023. As of date, the DBR Newspaper content is exclusively accessible online only. As a result of the recent changes, the Village will now shift its advertising to the Miami Herald Newspaper to continue to meet the Florida Public Notice requirements. The Village Attorney and I are actively exploring alternative options for future advertising and will present additional choices soon.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
PRR Log Dec. 2023.pdf

Public Records Request Log - December 2023

DATE	NAME (REQUESTOR)	DEPARTMENT	REQUESTED INFORMATION	COST	RESPONSE DATE (BUSINESS DAYS)	COMMENTS
12/1/2023	Claire Ferrin	Police Department	Requesting to obtain any video footage from the scene of the accident described in report# 202300062767. The incident involves the insured, Del Fruit	$450	1/5/2023	pending response
12/3/2023	Michelange Charles	Police Department	The department of Children and Families are requesting police call outs and reports for the following participants attached due to an open DCF investigation.	N/A		pending redaction of document
12/5/2023	Jeffrey Gorley	Police Department	requesting all history on calls for service for Apt # 609 for (Resident Sullivan).			pending rate for the research
12/5/2023	Andres Grossmann	Building	request the set of plans for the reference property above. Can you please send them at your earliest convenience? Address: 1725 79 STREET CSWY Folio Number: 23-3209-000-0100	N/A	12/26/2023	
12/6/2023	Nicole Mallard	Building	RFQ # 2023-005 PROJECT: PROFESSIONAL GENERAL ARCHITECTURAL & ENGINEERING SERVICES ALL SUBMITTED PROPOSALS AND EVALUATION SCORING SHEETS	N/A	12/6/2023	
12/6/2023	Gaia Sonzogni	Building	last approved Fire Alarm plans approved for 1700 Kennedy Causeway, Suite 136	N/A	12/26/2023	

12/11/2023	Megan Murphy	Police Department	Domestic violence against Megan Murphy around 2/1/2018 thru 4/1/2018 Incident report filed on 5/15/2022 for slashing tires Any and all incidents that may have been documented by either Megan Murphy, Shannon Murphy, Paul Murphy, Julian Machuca against Agustin Gonzalo Ramirez DOB: 03/20/1988	N/A	1/9/2024	
12/11/2023	Elena Santiesteban	Police Department	Copy of case #2023-0004-2101 and copy of recording	N/A	12/21/2023	
12/14/2023	John Hepfer	Building	Approved plans for Shuckers	N/A	12/20/2023	
12/18/2023	Joe at Property Key	Code	List of Code Violations	N/A	12/19/2023	
12/19/2023	Jean Carlo Vargas	Public Works	need of existing underground utility digital records of all utilities available, as well as plats. need utility records and plats for S.R. 94 between E TREASURE Dr & HARBOR ISLAND DR Start: 25.848559-80.145778 End: 25.848697-80.158446 WEST DR until HARBOR ISLAND DR Start: 25.850913-80.160090 End: 25.848908-80.158442	N/A		Pending Public Works response

12/21/2023	Brent Latham	Police Department	any police reports and resulting investigation reports for Beachview Drive for the the period January 2020 - present. incidents involving the following addresses : 7511, 7521, 7531, 7601, 7611, 7623, 7701.			
12/22/2023	Sheree Tomlinson	Building	trying to get a hold of the latest, approved / complete fire alarm and mechanical plans in microfilm. The job address is 1700 Kennedy Causeway. The building is known as the Lexi Condominium	N/A	1/9/2024	
12/26/2023	Amanda Castrellon	Building	looking for any plans submitted between 1958 to the date that the sewer line was installed in the island	N/A	1/9/2024	
12/29/2023	Amanda Bussert	Village Clerk	Requesting the 2023 agenda packet for 1755 Kennedy	N/A	1/2/2024	

ITEM NO. 11.A

North Bay Village
Recommendation Memorandum

DATE: January 16, 2024

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

FROM: Orlando Rodriguez, Code Enforcement Division Director

SPONSORED BY:

SUBJECT: A Resolution Approving a Contract with The Monestime Firm (Regine Monestime, Esq.) for Special Master Services - Village Manager Ralph Rosado, Ph.D., AICP (Orlando Rodriguez, Code Enforcement Director)

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH THE MONESTIME FIRM FOR SPECIAL MASTER SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission Approve the Agreement with The Monestime Firm for Special Master Services.

BACKGROUND AND ANALYSIS

Ms. Regine Monestime was appointed as Special Master in 2018 by the Village Manager pursuant to Section 153.02(B)(1) of the Village Code *"The Village Manager shall appoint one or more Special Masters to hear appeals from citations for Code violations."*. On January 9, 2018, the Village Commission adopted Resolution 2018-004 approving the compensation for the Special Master. At the time of her appointment and the subsequent approval of compensation by the Village Commission, Ms. Monestime met the Code requirements, having been admitted to the Florida Bar in 1996 and practicing Law for over three years. At the time of her appointment, the Village did not include a Professional Service Agreement as part of the approval.

Ms. Monestime has served as the Village's Special Master since her appointment and through

continued performance based upon the compensation set/approved by the Commission pursuant to Resolution 2018-004. In Code Enforcement, the Special Master is the most important function in our operations and essential to the Department's success. Special Master hearings play a crucial role in ensuring properties comply with both the Village Code and the Florida Building Codes. This allows the Code Department to execute its vision to preserve the health, safety, and welfare of all residents, businesses, and stakeholders in North Bay Village.

Since 2019 the Code Department has heard over 500 cases with Ms. Monestime serving as the Special Master. Her consistent preparedness, even-tempered demeanor, and respect for all individuals involved, including residents, attorneys, and property agents, have been notable. The outcomes of case orders and Code cases consistently align with the values important to the Village, such as sustainability, blight elimination, and preserving the quality of life. Special Master hearings have proven instrumental in removing nuisances, addressing Short-Term Vacation Rentals (STVRs), and ensuring the safety of commercial and residential buildings through the completion of their recertification processes. Ms. Monestime's familiarity with local Ordinances and her collaborative efforts with Police officers and the Building Official on various ongoing Code Enforcement cases further emphasize her effectiveness.

Since 2019, no Special Master orders have been appealed to the Circuit C ourt, due to the professional rapport, efficiency, and continued progress the Code Enforcement Department displays year after year.

It is recommended that the Village Commission approve a professional service agreement with Ms. Monestime acting as the Special Master. This will allow us to continue our success in this crucial function in our small, but productive department.

Approval of this item will ensure NBV continues to focus on quality of life, safety, and reducing blight which promotes the pillars of Livability, Resilience, and Prosperity.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Budgeted General Fund - Legal Department Code Enforcement Special Master (001.15.514.5535) $7,500.00

PERSONNEL IMPACT

NONE

ATTACHMENTS

Resolution -Agreement with The Monestime Firm - SM Services.pdf
Special Master Agreement - The Monestime Firm.pdf
Monestime Resume 12.23.pdf
Municipal Special Magistrate Rates 2023.pdf

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH THE MONESTIME FIRM FOR SPECIAL MASTER SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 153.02(B)(1) of the North Bay Village Code of Ordinances, the Village Manager shall appoint one or more special masters to hear appeals from citations for code violations; and

WHEREAS, in 2018, the Village Manager appointed Regine Monestime, Esq. of The Monestime Firm (the "Special Master") as the Village's Special Master; and

WHEREAS, on January 9, 2018, the Village Commission adopted Resolution No. 2018-004 approving the Special Master's compensation; and

WHEREAS, the Village Manager has reappointed the Special Master and recommends that the Village Commission approve an agreement for special master services (the "Services") with the Special Master in substantially the form attached hereto as Exhibit "A" (the "Agreement"); and

WHEREAS, pursuant to the recommendation of the Village Manager, the Village Commission desires to approve the Agreement and authorize the Village Manager to execute the Agreement with the Special Master; 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 Special Master for the Services in substantially the form attached as Exhibit "A."

Section 3. Authorization. That the Village Commission authorizes the Village Manager to execute the Agreement with the Special Master in substantially the form

attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form, content, and legal sufficiency, and to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

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

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

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

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

NORTH BAY VILLAGE

AND

THE MONESTIME FIRM

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2024 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **THE MONESTIME FIRM** (hereinafter, the "Special Master").

WHEREAS, the Village is in need of a special master to preside over code violation proceedings in accordance with Chapter 153, "Code Enforcement," of the Village Code and Chapter 162, Florida Statutes; and

WHEREAS, in 2018, the Village Manager appointed the Special Master; and

WHEREAS, on January 9, 2018, the Village Commission adopted Resolution No. 2018-004 approving the Special Master's compensation; and

WHEREAS, the Village Manager has reappointed the Special Master and recommends that the Village Commission enter into this Agreement with the Special Master; and

WHEREAS, the Village and Special Master, through mutual negotiation, have agreed upon a fee for the Special Master's services; and

WHEREAS, on January 16, 2024, the Village Commission adopted Resolution No. 2024-_____ approving this Agreement; and

WHEREAS, the Village desires to engage the Special Master to perform the Services and provide the deliverables as specified below.

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

1. Scope of Services.

1.1. Special Master shall perform the services of a special master (the "Services") in accordance with the provisions of Chapter 153, "Code Enforcement," of the Village Code, Chapter 162, Florida Statutes, and applicable laws. The Services shall be performed by Regine Monestime, Esq. of The Monestime Firm.

1.2. Those Services shall include, but are not limited to, presiding over the Village's code compliance violations; applying the Florida Rules of Evidence and Civil

Procedure; adopting rules of internal operating procedures; hearing de novo appeals by alleged violators from civil citations; Assess costs, including reasonable attorney's fees, and take any action that is necessary to effectuate the powers of the Special Master consistent with the intent of the Village's Code.

1.3. Special Master shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

2. Term/Commencement Date.

2.1. The term of this Agreement shall be from the Effective Date through one year thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, this Agreement shall automatically renew on an annual basis on the same terms and conditions as set forth herein.

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

2.3. The Special Master acknowledges that the Village's code enforcement hearing schedule will generally follow a set pattern and further agrees to inform Village of any hearing dates that Special Master will miss due to vacation or other planned absence at least 30 days in advance. Should the unavailability arise less than 30 days before a hearing date, the Special Master agrees to provide notice of unavailability within 48 hours of when it arises.

3. Compensation and Payment.

3.1. In consideration of the Services to be provided by the Special Master, the Village agrees to pay the Special Master a rate of $750 per hearing. The Special Master's compensation shall not exceed $7,500 annually.

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

4. Subconsultants.

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

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

5. Village's Responsibilities.

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

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

6. Special Master's Responsibilities; Representations and Warranties.

6.1. The Special Master shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Special Master 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 Special Master's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Special Master shall at Special Master's sole expense, immediately correct its Deliverables or Services.

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

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

7. Conflict of Interest.

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

7.2. In the event that Special Master determines that a conflict of interest may arise or has arisen in reference to any matter that Special Master is handling for the Village, Special Master shall notify the Village Attorney and the Village's Code Enforcement Director prior to the scheduled hearing and no later than 48 hours after such conflict arises or is first determined.

7.3. The Special Master acknowledges that the Village's code enforcement hearing schedule will generally follow a set pattern and further agrees to inform Village of any hearing dates that Special Master will miss due to vacation or other planned absence at least 30 days in advance. Should the unavailability arise less than 30 days before a hearing date, the Special Master agrees to provide notice of unavailability within 48 hours of when it arises.

8. Termination.

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

8.2. Upon receipt of the Village's written notice of termination, Special Master shall immediately stop working on any matters unless directed otherwise by the Village Manager.

8.3. In the event of termination by the Village, the Special Master shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Special Master has first complied with the provisions of Paragraph 8.4.

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

9. [Intentionally Omitted].

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

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY,

VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

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

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

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

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

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

15. Entire Agreement/Modification/Amendment.

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

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

16. Ownership and Access to Records and Audits.

16.1. Special Master 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 Special Master during the term of this Agreement ("Work Product") belong to the Village. Special Master shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Special Master agrees to keep and maintain public records in Special Master's possession or control in connection with Special Master'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 Special Master involving transactions related to this Agreement. Special Master additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Special Master shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

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

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

16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Special Master shall be delivered by the Special Master to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Special Master 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 Special Master shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.6. Any compensation due to Special Master shall be withheld until all records are received as provided herein.

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

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

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

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

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

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

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

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

23. **Prohibition of Contingency Fees.** The Special Master warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Special Master, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Special Master, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

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

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

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

27. **Non-Exclusive Agreement.** The Village reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.

28. **Most Favored Nation.** If during the term of this Agreement, Special Master enters into an agreement with another municipality or county ("Other Governmental Entity"), the terms of which agreement include more favorable terms with the Other Governmental Entity than this Agreement, then upon written request of the Village, Special Master shall negotiate and enter into a new agreement with the Village which shall include the more favorable compensation terms extended to the Other Governmental Entity. Special Master shall notify the Village within 30 days if it enters into an agreement with an Other Governmental Entity that has more favorable terms than this Agreement and the Village shall have the right to receive the more favorable terms immediately.

29. **Termination Due To Lack of Funding.** This Agreement is subject to the condition precedents that: (i) Village funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the Village secures and obtains any

necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Village Commission relative to the Services; and (iii) the Village Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The Village represents to Special Master that the Village has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

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

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

NORTH BAY VILLAGE

By: _____
Dr. Ralph Rosado, Ph.D., AICP
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

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

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

SPECIAL MASTER

By: Regine Monestime
Name: Regine Monestime, Esq.
Title: Owner
Entity: The Monestime Firm, P.A.
Note: If the entity is an LLC and the Operating Agreement requires more than one Managers' signature, this Agreement must be executed by all Managers required by the Operating Agreement.

Addresses for Notice:
The Monestime Firm, P.A.
Attn: Regine Monestime, Esq.
404 W Palm Dr
Florida City, FL 33034-3346
786-519-0557 (telephone)
monestimeregine@gmail.com(email)

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

E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:

Fantaysia Polonco

Witness #1 Print Name: Fantaysia Polonco

Witness #2 Print Name: Tameka Funchess-Ateba

Signed, sealed and delivered by:

Regine Monestime

Print Name: Regine Monestime

Title: Owner

Entity Name: The Monestime Firm

ACKNOWLEDGMENT

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 3rd day of January, 2024, by Regine Monestime (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

TAMEKA FUNCHESS-ATEBA
Notary Public - State of Florida
Commission # HH 326942
My Comm. Expires Oct 30, 2026
Bonded through National Notary Assn.

Regine Monestime, Esq.
Plantation, FL 33317 | 305-790-7710 | monestimeregine@gmail.com

Municipal Attorney & Appellate Practitioner

Over twenty-five years of experience in appellate, municipal and government law, advising senior leadership and hands-on litigation & appeals:

- Municipal attorney for over 20 years representing over 5 municipalities.
- Leader of legal team named as finalists for *Daily Business Review*'s Top Dealmaker for 2013.
- Florida Bar Board Certified in Appellate Practice (2006-2017).
- Over 100 published opinions in the Florida Courts.

Experience

The Monestime Firm, P.A., Miami, FL | August 2015 to Present

Principal representing individuals and small businesses; practice areas include state and federal appeals, land use and zoning.

The City of North Miami, FL | 2012 to July 2015

City Attorney recruited to serve as general counsel and ethics officer of the sixth largest city in Miami-Dade County. Brought in to create culture of transparency after a series of public scandals and perception of mismanagement. Led legal department with $2 million annual budget within an annual city budget of $160 million, three attorneys, and two legal staff. Oversaw outside counsel.

Leading Matters & Results

- Led legal team negotiating a public-private partnership for a 99-year ground lease for $200 million master-planned community (with $80 million in annual rents) on former Superfund site.
- Led negotiations with the Museum of Contemporary Art on leadership of museum and ownership of museum assets, including intellectual property, $1 million in grants, and nearly 600 works of art. Now a case study.
- Led the overhaul and redrafting of the City Charter and ballot questions.

Key Roles

- *Compliance and Governance*: Advised senior leadership, including City Council, Mayor, City Manager and City Administrators on governance. Drafted legislations, resolutions, code, and more to execute decisions. Counseled on conflicts of interest, sunshine laws and transparency, disclosures, public records, and lobbying. Oversaw ethics training.
- *Commercial Contracts*: Advised on drafting on RFPs, as well on bidding evaluation and bid protests. Wrote and reviewed service and vendor, construction, and other contracts. Negotiated and wrote sponsorship and event-related contracts to promote commerce and to host events. Assisted in contract compliance and contract enforcement.
- *Real Estate*: Advanced redevelopment and beautification. Negotiated real estate deals, land swaps, land leases, and construction. Drafted supporting agreements. Enforced city code and rules related to land use planning and zoning.

- *Labor and Employment Law:* Responded to EEOC complaints. Advised human resources administration on Health Care Act, discrimination, harassment, categorizing employees, and other employment law issues. Oversaw collective bargaining agreements, managed negotiations with three unions and worked to resolve routine grievances.

The Monestime Firm, P.A., Miami, FL | 2005 to 2012

Principal serving referral clients trial consultations, appeals, and negotiations with lenders on real estate loans. **Simultaneously held county and municipal positions.**

- *City Attorney for Florida City*: Advised senior leadership and city council meetings. Drafted proposed legislation, service and vendor agreements, and public-private partnership agreements. Settled or litigated disputes, including a putative class action. Hired and supervised outside counsel. (2008 to 2012)
- *Attorney for Florida City Community Redevelopment Agency*: Reported to Director and attended monthly board meetings. Advised on, negotiated and drafted real estate transactions and land swaps—as well as supporting agreements, legislation, and resolutions required to execute deals. (2008 to 2012)
- *Special Magistrate for Miami Gardens, North Miami, and Sunny Isles Beach*: Presided over and adjudicated municipal code violation hearings. (2009 to 2012)
- *Civil Traffic Hearing Officer for 11th Judicial Circuit, Miami-Dade County*: Selected by panel of judges to preside over and adjudicate traffic and related infractions. (2010 to 2012)
- *Commissioner, Miami-Dade County Commission on Ethics and Public Trust,* Addressed conflicts and ethics issues faithfully as a member of independent agency with advisory and quasi-judicial powers pursuant to Miami-Dade's Conflict of Interest and Code of Ethics Ordinance. (2011-2012)

Assistant City Attorney and Appellate Counsel, Office of the City Attorney, Miami, FL | 2002 to 2005

Assistant Attorney General, Criminal Appeals Division, Florida Office of the Attorney General, Miami, FL | 1999 to 2001

Judicial Law Clerk, Third District Court of Appeal, Miami, FL | 1996 to 1998

Education & Other Qualifications

Education:

- University of Florida Levin College of Law, JD, 1996. Multiple academic honors.
- University of Florida, BS, 1992.

Additional Qualifications:

- *Board Memberships & Affiliations:* Former President, Vice-President and Secretary, Haitian Lawyers Association. Member, Wilkie D. Ferguson, Jr. Bar Association
- *Community Leadership*: Founder and Director, North Miami High School Law Club; Alum, Miami Fellows Initiative.
- *Language*: Native level Haitian Creole; Conversational French.

Municipality	Special Magistrate	Rates
North Miami	Magistrate Beatriz Cazeau	$800 minimum - $125 hourly after 5 hours
El Portal	Magistrate Andre McKenney	$450 Minimum - $150 hourly after 3 hours
Bay Harbor Islands	Magistrate Chris Benjamin	$525 minimum - $175 hourly after 3 hours
NBV	Magistrate Regine Monestime	$750 per hearing no hourly
Town of Medley	Magistrate Jose Smith	$510 Per hearing no hourly
Opa Locka	Magistrate Victor De Yurre	$200.00 per hour
City of Doral	Magistrate John Hearn	$560 Minimum - $280 hourly after 2 hours
Surfside	Magistrate Richard Gendler	$750 Minimum - $250 hourly after 3 hours

ITEM NO. 11.B

North Bay Village
Recommendation Memorandum

DATE: January 16, 2024

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY:

SUBJECT: **A Resolution Authorizing Participation in a Lawsuit Seeking Declaration that Provisions of §112.144(1)(d), Florida Statutes, that Require Municipal Elected Officials to File Form 6 Financial Disclosure Forms is Unconstitutional and Invalid**

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING A DECLARATION THAT THE PROVISIONS OF SECTION 112.144(1)(d), FLORIDA STATUTES, THAT REQUIRE MUNICIPAL ELECTED OFFICIALS TO FILE FORM 6 FINANCIAL DISCLOSURE FORMS IS UNCONSTITUTIONAL AND INVALID, AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

Article II, Section 8 of the Florida Constitution has required that all elected State constitutional officers file a full and public disclosure of their financial interests, which is done through a state-adopted form ("Form 6") that requires, among other things, the disclosure of the specific amounts of an official's net worth, income, and asset values. Historically, municipal elected officials have been required to make a more limited financial disclosure that is done through a different state-adopted form ("Form 1") that requires, among other things, the disclosure of information related to sources of income, real property, intangible personal property liabilities and interests in specified businesses, but does not include the specific amounts of an official's net worth, income and asset values.

The Mayor and all current elected members of North Bay Village (the "Village Elected

Officials") were elected by the voters of the Village subject to and in reliance upon Florida law that required the Mayor and Commission to annually file Form 1 (not Form 6) financial disclosure forms. Although the State Legislature has the power in the Florida Constitution to require that additional public officers file a full and public disclosure of their financial interests, it must do so consistent with other constitutional limitations.

In 1980, the voters of Florida amended the Florida Constitution by adopting Article 1, Section 23, the "Right to Privacy," which states that "[e]very natural person has the right to be let alone and free from governmental intrusion into the person's private life except as otherwise provided herein". Because the right of privacy is a fundamental right within Florida's constitution, the Florida Supreme Court has consistently required that any law intruding on the right is presumptively unconstitutional and must be justified by a "compelling state interest" which the law serves or protects through the "least restrictive means." The First Amendment to the United States Constitution, and Article 1, Section 4 of the Florida Constitution, protects the freedom of speech, which includes the right to choose what to say and what not to say, any impairment of which must be justified by a "compelling state interest" which the law serves or protects through the "least restrictive means."

During the 2023 legislative session, Senate Bill 774 was passed and codified at Law of Florida 2023-09, amending Fla. Stat. § 112.3144, to change the financial disclosure requirements and now require that all elected municipal mayors and elected members of the governing board file a Form 6 financial disclosure, which is substantially more burdensome and personally intrusive than the Form 1. The imposition of the Form 6 disclosure requirements at the municipal level (a) represents an unwarranted intrusion into the privacy rights of municipal elected officials, most of which receive little or no compensation for their service, (b) unnecessarily risks the safety of such officials (making them targets of, among other things, burglary, identity theft and extortion), and (c) will deter many otherwise qualified and interested citizens from running for office. In fact, many municipal officials resigned from office prior to December 31, 2023, as a result of the new disclosure requirements, disrupting the ability of some local governments to operate for lack of a quorum.

The imposition of the intrusive Form 6 disclosure requirements at the municipal level is not the least restrictive means of serving the governmental interests of preventing abuse of the public trust, as demonstrated by, among other things, the lack of such requirements at the municipal level in other states and at the federal level (even the President of the United States and members of the U.S. Congress are not required to make such extensive disclosures). Requiring that unpaid (or low paid) municipal elected officials disclose their precise net worth, income and assets does not serve (let alone constitute the least restrictive means of serving) any compelling interest – Form 1 disclosures constitutes sufficient transparency to inform the public of potential conflicts.

The imposition of new financial disclosure requirements upon municipal elected officials who were elected without such requirements violates due process, is fundamentally unfair, and

violates fundamental constitutional rights.

Approval of the proposed resolution would:

1. Authorize the participation of the Village, and any individual members of the Village Commission who choose to participate as plaintiffs, in a lawsuit seeking declaratory, injunctive, and other appropriate relief challenging the provisions of Section 112.3144(1)(d), Florida Statutes, that require municipal elected officials to file Form 6 financial disclosure forms, based upon any appropriate legal theories, including those set forth above, subject to the participation of at least ten municipalities (the "Lawsuit");
2. Authorize the Village Attorney's Office, Weiss Serota Helfman Cole + Bierman, PL (the "Firm"), to be retained to represent the Village in the Lawsuit. The Firm will charge the Village a flat fee, inclusive of attorneys' fees and costs, of $10,000 to represent the Village and the individual elected officials who choose to participate as plaintiffs, for the litigation in the trial court. The flat fee may be less than the actual attorneys' fees and costs incurred, and if the Village and elected officials prevail in the Lawsuit, the Firm may apply with the Court for its actual reasonable attorneys' and costs from the defendants. The filing of any appeals will be authorized by separate resolution under the terms thereof. The Firm will be representing other local governments and officials in this lawsuit and any conflicts related to such representation will be waived;
3. Invite and urge other local governments and elected officials to join the Village as plaintiffs in the Lawsuit and to coordinate their efforts with the Village; and
4. Direct the Village Clerk to transmit a copy of the Resolution to the Miami-Dade County League of Cities.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
$10,000 (from Village Attorney's Litigation Budget/GL 001-15-514-5311)

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Authorizing Form 6 Litigation.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING A DECLARATION THAT THE PROVISIONS OF SECTION 112.144(1)(d), FLORIDA STATUTES, THAT REQUIRE MUNICIPAL ELECTED OFFICIALS TO FILE FORM 6 FINANCIAL DISCLOSURE FORMS IS UNCONSTITUTIONAL AND INVALID, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, since 1976, Article II, Section 8 of the Florida Constitution has required that all elected State constitutional officers file a full and public disclosure of their financial interests, which is done through a state-adopted form ("Form 6") that requires, among other things, the disclosure of the specific amounts of an official's net worth, income and asset values; and

WHEREAS, historically, municipal elected officials have been required to make a more limited financial disclosure that is done through a different state-adopted form ("Form 1") that requires, among other things, the disclosure of information related to sources of income, real property, intangible personal property liabilities and interests in specified businesses, but does not include the specific amounts of an official's net worth, income and asset values; and

WHEREAS, the Mayor and all current elected members of North Bay Village (the "Village Elected Officials") were elected by the voters of the Village subject to and in reliance upon Florida law that required the Mayor and Commission to annually file Form 1 (not Form 6) financial disclosures forms; and

WHEREAS, although the State Legislature has the power in the Florida Constitution to require that additional public officers file a full and public disclosure of their financial interests, it must do so consistent with other constitutional limitations; and

WHEREAS, in 1980, the voters of Florida amended the Florida Constitution by adopting Article 1, Section 23, the "Right to Privacy," which states that "[e]very natural person has the right to be let alone and free from governmental intrusion into the person's private life except as otherwise provided herein"; and

WHEREAS, because the right of privacy is a fundamental right within Florida's constitution, the Florida Supreme Court has consistently required that any law intruding on the right is presumptively unconstitutional and must be justified by a "compelling state interest" which the law serves or protects through the "least restrictive means;" and

WHEREAS, the First Amendment to the United States Constitution, and Article 1, Section 4 of the Florida Constitution, protects the freedom of speech, which includes the right to choose what to say and what not to say, any impairment of which must be justified by a "compelling state interest" which the law serves or protects through the "least restrictive means;" and

WHEREAS, during the 2023 legislative session, Senate Bill 774 was passed and codified at Law of Florida 2023-09, amending Fla. Stat. § 112.3144, to change the financial disclosure requirements and now require that all elected municipal mayors and elected members of the governing board file a Form 6 financial disclosure, which is substantially more burdensome and personally intrusive than the Form 1; and

WHEREAS, the imposition of the Form 6 disclosure requirements at the municipal level (a) represents an unwarranted intrusion into the privacy rights of municipal elected officials, most of which receive little or no compensation for their service, (b) unnecessarily risks the safety of such officials (making them targets of, among other things, burglary, identity theft and extortion), and (c) will deter many otherwise qualified and interested citizens from running for office; and

WHEREAS, in fact, many municipal officials resigned from office prior to December 31, 2023, as a result of the new disclosure requirements, disrupting the ability of some local governments to operate for lack of a quorum; and

WHEREAS, the imposition of the intrusive Form 6 disclosure requirements at the municipal level is not the least restrictive means of serving the governmental interests of preventing abuse of the public trust, as demonstrated by, among other things, the lack of such requirements at the municipal level in other states and at the federal level (even the President of the United States and members of the U.S. Congress are not required to make such extensive disclosures); and

WHEREAS, requiring that unpaid (or low paid) municipal elected officials disclose their precise net worth, income and assets does not serve (let alone constitute the least

restrictive means of serving) any compelling interest – Form 1 disclosures constitutes sufficient transparency to inform the public of potential conflicts; and

WHEREAS, the imposition of new financial disclosure requirements upon municipal elected officials who were elected without such requirements violates due process, is fundamentally unfair and violates fundamental constitutional rights; and

WHEREAS, the Village desires to participate in a lawsuit seeking a declaration that the provisions of Section 112.3144(1)(d), Florida Statutes, that require municipal elected officials to file Form 6 financial disclosure forms are unconstitutional and invalid and should be enjoined (the "Lawsuit"); and

WHEREAS, the Village Commission believes it is in the best interest of the citizens and residents of the Village to participate in the Lawsuit and urges other municipalities and their elected officials to also participate as plaintiffs.

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

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

Section 2. Authorization. The Village Commission hereby authorizes the participation of the Village, and any of individual members of the Village Commission who choose to participate as plaintiffs, in a lawsuit seeking declaratory, injunctive and other appropriate relief challenging the provisions of Section 112.3144(1)(d), Florida Statutes, that require municipal elected officials to file Form 6 financial disclosure forms, based upon any appropriate legal theories, including those set forth above, subject to the participation of at least ten municipalities.

Section 3. Representation. That Weiss Serota Helfman Cole + Bierman, PL (the "Firm") is hereby retained to represent the Village in this litigation. The Firm will charge the Village a flat fee, inclusive of attorneys' fees and costs, of $10,000 to represent the Village and the individual elected officials who choose to participate as plaintiffs, for the litigation in the trial court. The Village and elected officials recognize that such flat fee may be less than the actual attorneys' fees and costs incurred, and that if the Village and elected officials prevail in the Lawsuit, the Firm may apply with the Court for its actual reasonable attorneys' and costs from the defendants. The filing of any appeals will be

authorized by separate resolution under the terms thereof. The Village and its elected officials also acknowledge that the Firm will be representing other local governments and officials in this lawsuit and waives any conflicts related to such representation.

Section 4. Urging. That the Village Commission hereby urges invites and urges other local governments and elected officials to join the Village as plaintiffs in the Lawsuit and to coordinate their efforts with the Village.

Section 5. Transmittal. That the Village Clerk is directed to transmit a copy of this Resolution to the Miami-Dade County League of Cities.

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

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

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

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

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

ATTEST: _____
Brent Latham, Mayor

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

ITEM NO. 11.C

North Bay Village
Recommendation Memorandum

DATE: January 16, 2024

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

FROM: Leo Cosio,

SPONSORED BY: Sponsored by Mayor Latham

SUBJECT: **A Resolution Approving a Agreement with Soccer For Peace Foundation, Inc. dba Futbol Con Corazon (FCC USA) in the Amount of $15,840 for Soccer Programming Services - *Sponsored by Mayor Brent Latham***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH SOCCER FOR PEACE FOUNDATION, INC. D/B/A FUTBOL CON CORAZON (FCC USA) FOR AFTER SCHOOL CARE AND YOUTH MENTORSHIP INITIATIVES IN AN AMOUNT NOT TO EXCEED $15,840 FOR THE TERM AND IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS FOR ANY RENEWAL TERMS; WAIVING COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the professional services agreement with Soccer For Peace Foundation Inc. (Futbol Con Corazon) for Soccer Programming Services.

BACKGROUND AND ANALYSIS

The Village desires to secure recreation services that integrate mental health support, emotional wellness practices, financial education, leadership training, advocacy skills, and workforce development to provide holistic personal growth and societal well-being to the children and youth in our community to be provided by Futbol con Corazon (FCC USA).

On June 13, 2023, the Village Commission adopted Resolution 2023-078 accepting a Youth Mentoring Grant of $50,000 from the National Recreation and Park Association (NRPA) for youth mentorship initiatives. To fulfill the grant requirements, Village staff engaged Futbol con Corazon (FCC) to provide the recreation services.

The request for the proposed recreational services is hereby made, and a competitive waiver is sought in accordance to §36.25(L) of the Village Code - *Best interest of Village. The Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village.*

The NRPA Youth Mentoring Grant will cover the $15,840 cost associated with engaging FCC's services.

The Village's Professional Services Agreement with FCC USA, the Proposed Proposal, and the FCC USA Pedagogical Methodology are enclosed for your reference. FCC's program for North Bay Village involves 3 Certified Coaches for each training session, twice a week over an 8-month period. FCC is committed to dedicating 22 monthly hours to nurturing the NBV program, with 8-12 hours dedicated to onsite support, and a minimum of 2 hours devoted to each Saturday. The remaining hours will be assigned to various tasks such as student paperwork, grant reporting, online meetings, and other obligations. Approximately 6 hours out of the total 22 will be designated for parents or other tasks as needed.

It is recommended that the Village Commission approve the Professional Service Agreement with Futbol con Corazon (FCC USA) for recreation services in the amount of $15,840 per year. The term of the agreement is through December 31, 2024. The Village Manager may renew the agreement for two additional one-year periods on the same terms.

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

Livability

By centering on people – residents, business owners and visitors – North Bay Village will become a more attractive place to work, live and do business. The NBV100 Livability pillar puts the focus on placemaking in four ways:

- Prioritizing people over cars,
- Embracing the waterfront,
- Improving the quality of life, and
- Refreshing the NBV identity.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
$15,840 cost for services to be covered entirely with grant funds

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Approving Soccer for Peace-FCC Agreement.
Exhibit A - Agreement for - FCC Futbol.pdf
FCC Pedagogical Methodology.pdf

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH SOCCER FOR PEACE FOUNDATION, INC. D/B/A FUTBOL CON CORAZON (FCC USA) FOR AFTER SCHOOL CARE AND YOUTH MENTORSHIP INITIATIVES IN AN AMOUNT NOT TO EXCEED $15,840 FOR THE TERM AND IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS FOR ANY RENEWAL TERMS; WAIVING COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") wishes to provide after school care and create resident-focused youth mentorship initiatives (the "Program"); and

WHEREAS, on June 13, 2023, the Village Commission adopted Resolution No. 2023-__ accepting a grant from a National Recreation and Park Association ("NRPA") Out-of-School Time ("OST") Youth Mentoring Grant (the "Grant") for the Program; and

WHEREAS, Soccer for Peace Foundation, Inc. d/b/a Futbol Con Corazon, LLC (the "Provider") submitted a proposal to provide services for the Program (the "Services"), which Services include, but are not limited to, program development, mentorship training and community engagement, and other engagement and support services; and

WHEREAS, Section 36.25(L) of the Village Code of Ordinances provides that the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

WHEREAS, in order to ensure that the Services are implemented and made available expeditiously to the community, the Village Commission finds that the process of competitive bidding and proposals for the Services is not in the best interest of the Village; and

WHEREAS, pursuant to the recommendation of Village staff, the Village Commission desires to approve an agreement with the Provider for the Services, waive the competitive procurement requirements of the Village Code pursuant to Section 36.25(L) of the Village Code, and authorize the Village Manager to execute an agreement with the Provider in an amount not to exceed $15,840 through December 31, 2024, and

the option to renew for two additional one-year periods in an amount not to exceed to budgeted funds; and

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

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

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

Section 2. Approval. That the Village Commission hereby approves the Agreement with the Provider for the Services in substantially the form attached as Exhibit "A."

Section 3. Waiver. That the Village Commission hereby waives the competitive procurement requirements of the Village Code pursuant to Section 36.25(L) of the Village Code as competitive bidding for the Services is not in the best interest of the Village.

Section 4. Authorization. That the Village Commission authorizes the Village Manager to execute the Agreement with the Provider in an amount not to exceed $15,840 through December 31, 2024 and the option to renew for two additional one-year periods in an amount to exceed subject to budgeted funds, in substantially the form attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form, content, and legal sufficiency, and to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

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

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

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

Brent Latham, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

NORTH BAY VILLAGE

AND

SOCCER FOR PEACE FOUNDATION, INC.

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2024 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **SOCCER FOR PEACE FOUNDATION, INC.**, a Florida not for -profit corporation, doing business as **FUTBOL CON CORAZON (FCC USA)** (hereinafter, the "Consultant").

WHEREAS, the Village requires recreation services that integrate mental health support, emotional wellness practices, financial education, leadership training, advocacy skills, and workforce development to provide holistic personal growth and societal well-being to the children and youth in the community (the "Program"); and

WHEREAS, the Village received an Out-of-School Time ("OST") Youth Mentoring Grant (the "Grant") from the National Recreation and Park Association ("NRPA") for the Program; and

WHEREAS, the Consultant will perform services on behalf of the Village for the Program, all as further set forth in the Proposal, attached hereto as Exhibit "A" (the "Services"); and

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

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

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

1. Scope of Services.

1.1. Consultant shall provide the Services set forth in the Proposal attached hereto as Exhibit "A" and incorporated herein by reference (the "Scope of Services"). In performing the Services, Consultant agrees to comply with the requirements set forth in the Grant Agreement (15PJDP-22-GG-03844-MENT) between the Village and NRPA for the Program, attached hereto as Exhibit "B" (the "Grant Agreement"), the terms of which are incorporated herein by reference.

1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

2. Term/Commencement Date.

2.1. The term of this Agreement shall be from the Effective Date through December 31, 2024, thereafter, unless earlier terminated in accordance with Paragraph 8 (the "Term"). Additionally, the Village Manager may renew this Agreement for two additional one-year periods (each a "Renewal Term) on the same terms as set forth herein upon written notice to the Consultant.

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

3. Compensation and Payment.

3.1. Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "A." Consultant shall be compensated a flat rate in the amount of $1,320.00 per month, for a total amount not to exceed $15,840.00 during the Term. Compensation for any Renewal Term shall be in an amount not to exceed budgeted funds.

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

4. Subconsultants.

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

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

5. Village's Responsibilities.

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

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

6. Consultant's Responsibilities; Representations and Warranties.

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

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

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

7. Conflict of Interest.

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

8. Termination.

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

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

8.3. In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

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

9. Insurance.

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

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

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

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

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

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

9.1.3. Business Automobile Liability with minimum limits of $1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest

edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

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

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

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

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

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

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

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

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

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

12. **Indemnification.**

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

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

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

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

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

15. Entire Agreement/Modification/Amendment.

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

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

16. Ownership and Access to Records and Audits.

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

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

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

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

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

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

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

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

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

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

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

20. Compliance with Laws. The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from

all jurisdictional agencies to perform the Services under this Agreement at its own expense.

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

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

23. **Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

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

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

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

27. **Non-Exclusive Agreement.** The Village reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.

28. **Most Favored Nation.** If during the term of this Agreement, Consultant enters into an agreement with another municipality or county ("Other Governmental Entity"), the

terms of which agreement include more favorable terms with the Other Governmental Entity than this Agreement, then upon written request of the Village, Consultant shall negotiate and enter into a new agreement with the Village which shall include the more favorable compensation terms extended to the Other Governmental Entity. Consultant shall notify the Village within 30 days if it enters into an agreement with an Other Governmental Entity that has more favorable terms than this Agreement and the Village shall have the right to receive the more favorable terms immediately.

29. **Termination Due To Lack of Funding.** This Agreement is subject to the condition precedents that: (i) Village funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the Village secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Village Commission relative to the Services; and (iii) the Village Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The Village represents to Consultant that the Village has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

30. **Background Checks.** Prior to the execution of this Agreement, the Consultant shall furnish the Village with a copy of a screening and background check, including a criminal background check for Consultant, its officials, agents, employees or subcontractors providing Services under this Agreement. The Consultant shall be responsible for updating the Village in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Consultant shall furnish the Village with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the Village Manager's complete and sole discretion as to whether the type of check and the results are acceptable. If compliance with this section is required, the Village shall select this box: ☒.

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

    31.1. First Priority: Base Agreement;

    31.2. Second Priority: Grant Agreement;

    31.3. Third Priority: Exhibit A – Scope of Services.

[Remainder of page intentionally left blank. Signature pages follow.]

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

NORTH BAY VILLAGE

By: _____
Dr. Ralph Rosado, Ph.D., AICP
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

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

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

SOCCER FOR PEACE FOUNDATION, INC., a Florida not for profit corporation, doing business as FUTBOL CON CORAZON (FCC USA

By: _____

Name: _____

Title: _____

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

Addresses for Notice:
3323 NE 163rd Street
Suite 600
Miami, FL 33160
786-445-1544 (telephone)
danielle@fcc.futbol (email)

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

E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

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

ACKNOWLEDGMENT

State of Florida
County of _____

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

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

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

EXHIBIT A
SCOPE OF SERVICES

The Scope of Services are those contained in the Proposal, attached hereto and incorporated herein by reference.

PARTNERSHIPS
2023

FCC USA (Fútbol con Corazón) is a non-profit organization, operating as a social enterprise, using soccer and its convening power to educate and equip children and youth in values and social emotional skills, such as resilience and self-worth- to become agents of change and thrive in their own community.

FCC
USA

A CALL TO ACTION:

Adressing Current Challenges

01.

CURRENT CHALLENGES IN OUR LOCAL COMMUNITIES

1

1 in 3 kids interested in Soccer in South Florida, are not playing because it is too expensive.

2

1 in 3 kids interested are not playing because there are not programs or fields in their communities.

3

Almost half of 9- 11 year olds indicated they planned to quit playing it was no longer fun, it is too expensive, or they can't get trasnportation to the playing opportunities.

ADVERSE CHILDHOOD EXPERIENCES

Toxic stress from ACEs can negatively affect children's brain development, immune systems, and stress-response systems. These changes can affect children's attention, decision-making, and learning. Children growing up with toxic stress may have difficulty forming healthy and stable relationships.

- Maternal Depression
- Emotional Abuse
- Substance Abuse
- Sexual Abuse
- Domestic Violence

- Physical & Emotional Neglect
- Divorce
- Mental Illness
- Incarceration
- Homelessness

ADVERSE COMMUNITY ENVIRONMENTS

- Community Disruption
- Poverty
- Violence
- Discrimination
- Systemic Inequities
- Lack of Affordable Housing

Youth mental wellbeing is a catalytic space for investment—every dollar invested in scaling interventions to prevent depression and anxiety returns four times its value in terms of improved health and productivity.

OUR GOAL:

and our Purpose

02.

CREATE TRANSITIONAL CHARACTERS
IN OUR COMMUNITIES

"A transitional character is one who, in a single generation, changes the entire course of a lineage. The changes might be for good or ill, but the most noteworthy examples are those individuals who grow up in an abusive, emotionally destructive environment and who somehow find a way to metabolize the poison and refuse to pass it on to their children. They break the mold. They refute the observation that abused children become abusive parents, that the children of alcoholics become alcoholic adults, that "the sins of the fathers are visited upon the heads of children to the third and fourth generation." Their contribution to humanity is to filter the destructiveness out of their own lineage so that the generations downstream will have a supportive foundation upon which to build productive lives."

Dr. Carlfred Broderick

Our ultimate Goal is to use the power of soccer and mentorship, to move children and youth

from TRAUMA to TRIUMPH.

Click here to see our Monitorig Evaluation and Learning Plan, including our Theory of Change.

WONDER
Video FCC USA
Share
FCC
USA
Watch on YouTube

WHAT FCC DOES:

Our projects and services

03.

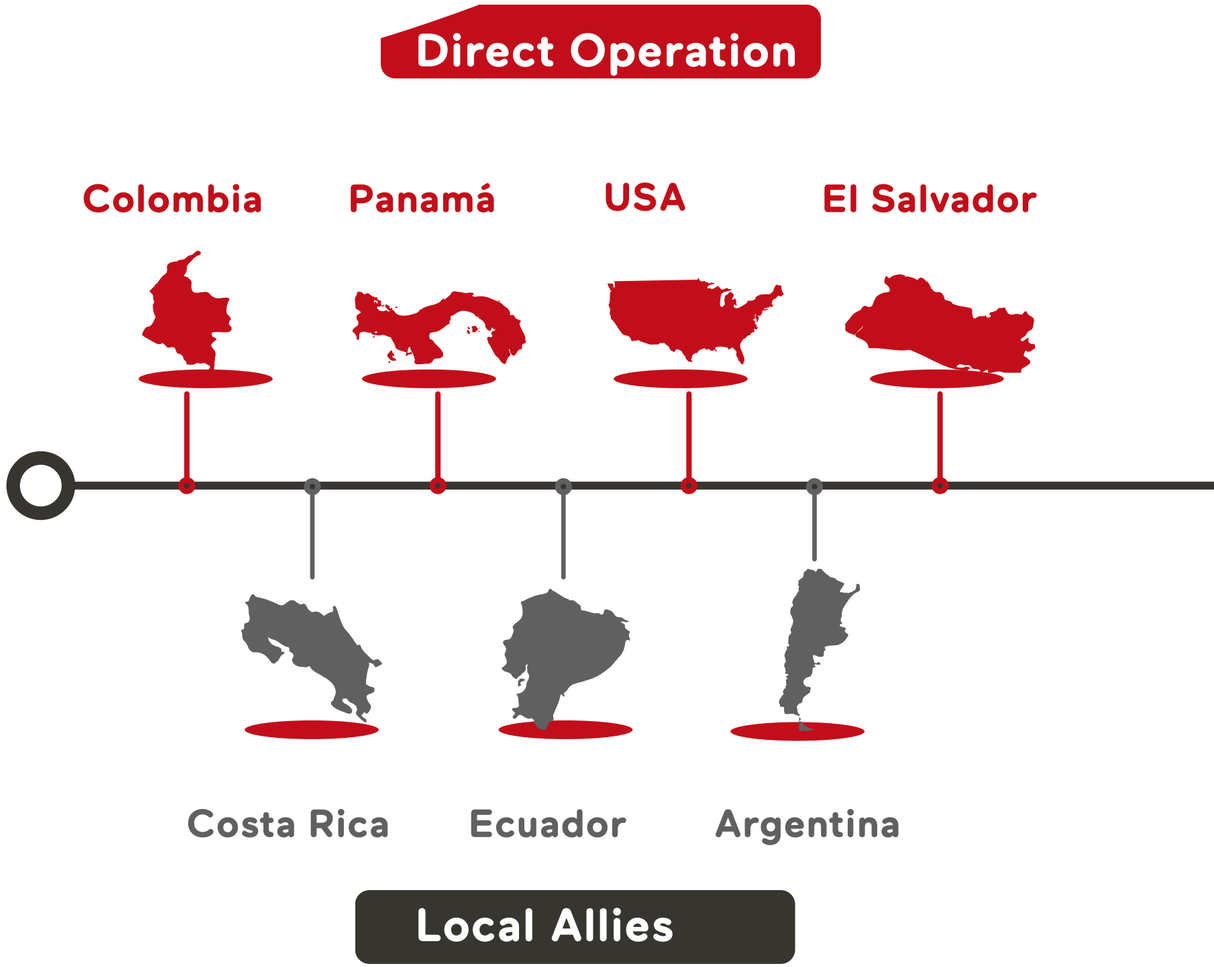
After School Programs

Youth Summer Programs

Youth Leadership & Workforce Development Program

Community & Corporate Soccer Tournaments

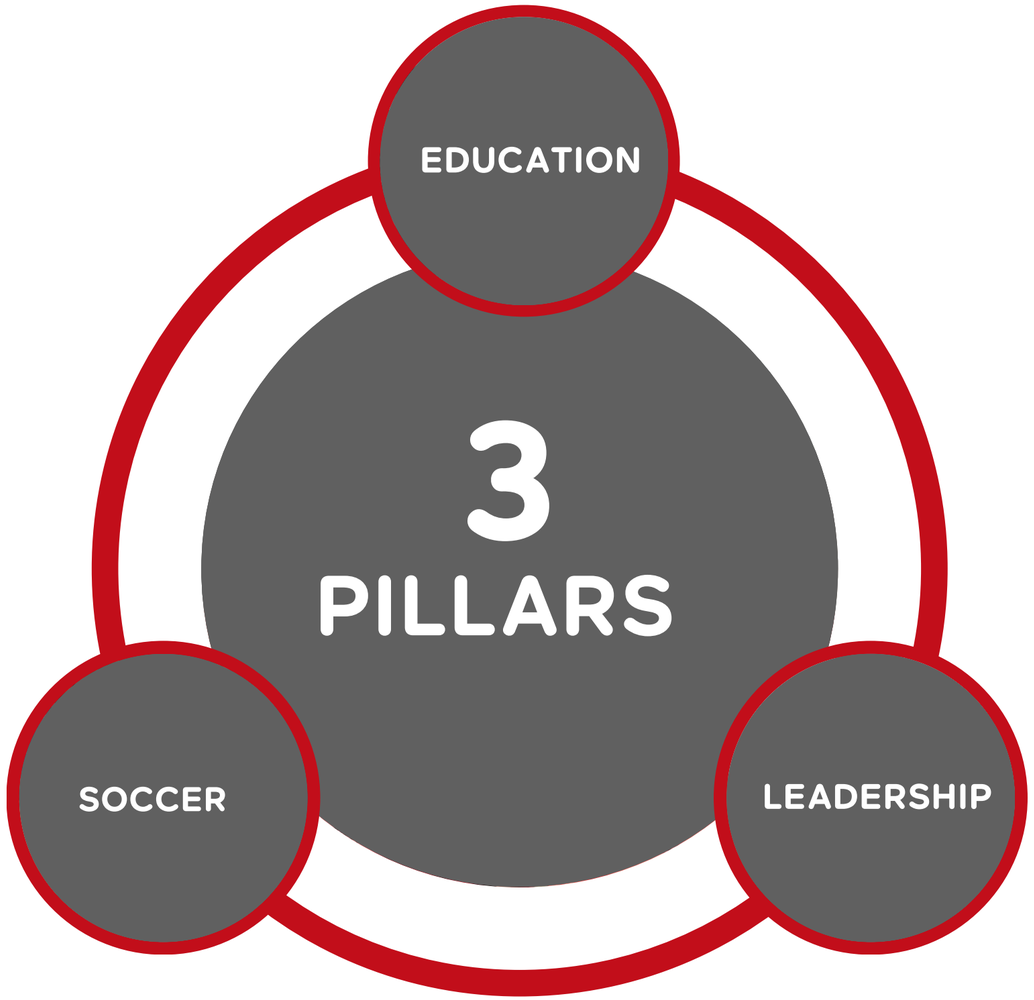
OUR PRESENCE



FCC
USA

HOW FCC DOES IT:

04.



We partner with different schools and local non-profit organizations in Miami Dade and Broward County, providing after- school programming, by implementing a holistic and integrated approach using recreational soccer sports and mental health to create local impact.

Through education, soccer, leadership and mentorship, we put our hearts into our work, to form human beings that transform their world.

RESPECT
ELION
SafeSpaces

OUR PILLARS:

FOR THE YOUTH OF NORTH BAY VILLAGE

RESILIENCE

Ability to handle adversity, failure, and hardships now and in the future.

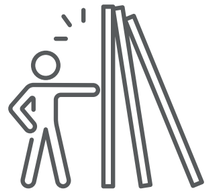
AGENCY

Ability and power to change their situations and affect change in their communities and society..

BELONGING

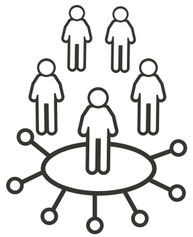
Able to feel connected to their community and a larger sense of purpose

PROVIDING MENTORSHIP TO DEVELOP:



RESILIENCE

Giving youth access to the tools, resources, and education needed to withstand hardships, failures, and adversity. We will help youth cultivate the coping, leadership, and life skills necessary to pursue whatever good mental wellbeing means to them.



AGENCY

Ability and power to change their situations and affect change in their communities and society.

BELONGING

Able to feel connected to their community and a larger sense of purpose.

FCC IMPACT PARTNERSHIP

03.

NORTH BAY VILLAGE
HEART OF THE BAY

FCC
FCC
FCC
FCC
FCC
FCC
FCC
USA
art into it

IMPACT COLLABORATIONS

Saturday Program & Youth Leadership/ Workforce Development Program

SCORING GOALS FOR NORTH BAY VILLAGE

FCC's program integrates mental health support, emotional wellness practices, financial education, leadership training, advocacy skills, and workforce development to provide holistic personal growth and societal well-being to the children and youth of North Bay Village, all through a mentorship lens. We believe that creating safety and connection between the coach and the participants is the foundation to optimizing long term outcomes. Such a comprehensive approach addresses the diverse needs of individuals, equipping them with essential life skills and resilience to navigate challenges. By fostering these areas, this program not only enhances individual lives but also strengthens communities, promoting social inclusion and overall prosperity. Moreover, it empowers individuals to lead fulfilling lives, contribute meaningfully to society, and create a positive impact on the world around them.

FCC

NORTH BAY VILLAGE
HEART OF THE BAY

IMPACT DATA:

From FCC International

04.

93% Increase in the development of socio-emotional skills.

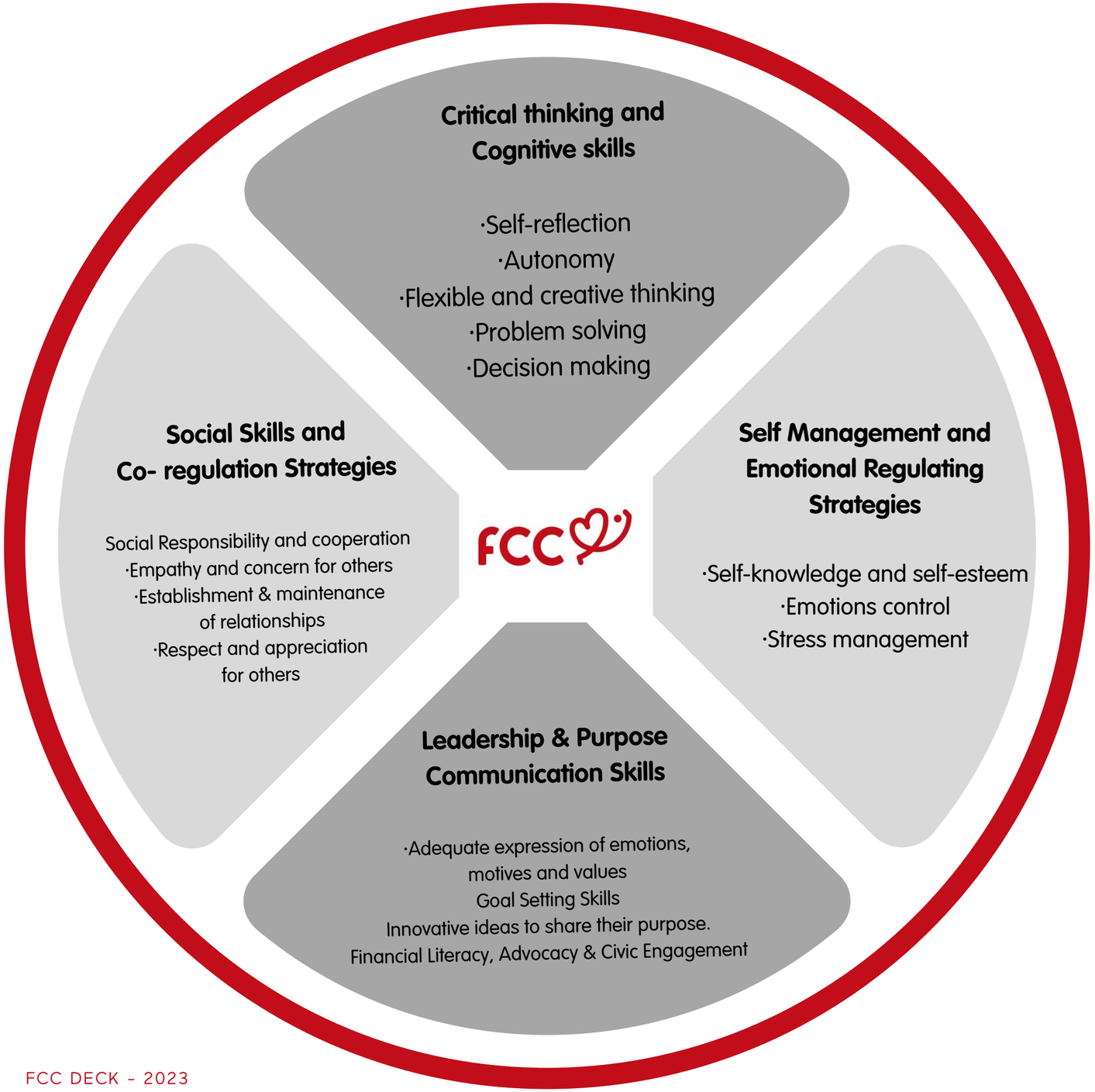
93% of boys, girls and FCC Teens receive education to develop leadership and advocacy skills.

+ than 200,000 young people trained as leaders promoting and empowering their own community.

74% increased school attendance and career readiness

87% report developing empathy-driven relationship skills to mentor others and 67% isigned up to volunteering opportunities

83% Increase and enhancement of parental involvement in the lives of children and youth.



Our participants reported significant 44% increase in the 6 different Social Emotional Dimensions in our Positive Youth Development Inventory in average-surveyed in the Post Test in 2023, after being in our program after 90 days:

- Competence 93%
- Character 96%
- Connection 97%
- Caring 93%
- Confidence 91%
- Contribution 92%

AutoNation
SPORTS FIELD
AutoNation
DRV PNK
DRV PNK
INTER MIAMI CF
YOUTH
CLINIC
Florida
Blue
AutoNation

DEVELOPING YOUTH LEADERS :

05.

Our interns are amazing!
Share
Watch on YouTube
s to reach out, either the Instagram go on AY Miami,

SUSTAINABLE DEVELOPMENT GOALS

6 SDGs targeted by with your support towards our impact model.

CORPORATE SOCCER TOURNAMENT:

06.

NORTH BAY VILLAGE
HEART OF THE BAY

Corporate Soccer Tournament Recap 2023
Share
FCC
Put Your Heart In
MAC
Watch on YouTube

FCC
USA
Put Your Heart Into It

FCC USA & NBV COLLABORATION PROPOSAL

Objective:

Provide a safe, dynamic and engaging mentoship weekly program for CNB students, using soccer as a tool to connect and play, where children and youth can develop and practice their cognitive, emotional and social skills, which will help them in their daily lives.

Three foundational pillars to develop in children and youth:

- Resilience
- Agency
- Belonging

Monthly Topics:

- Mental Health support and Emotional Wellness
- Holistic Nutrition and Leadership Training
- Financial Education and Advocacy Skills
- Career Readiness, Youth Internship and Workforce Development

Expected Outcomes:

o 150 Participants increase their understanding and put in practice values (respect, honesty, solidarity and tolerance) and life skills, improving emotional regulation strategies, resilience and peer-to-peer interaction and empathy driven relationships between the team.
o Participants exercise 2x per week for 8 months, learn balance, coordination, fitness and develop basic soccer techniques, as well as access to a group of mentors each week.
o A group of high school youth from CNB is formed by Spring 2024 and serve in CNB by mentoring younger ones.
o Parents will be invited monthly to NBVís Parent Club to participate in Community Soccer Tournaments every quarter.

The program includes:

o 2 coaches and 2 mentors- develop weekly sessions 2 times per week for 90 minutes each session, 8 months program.
o Participation of Parents in NBV Parent Club and participate in monthly community soccer tournaments.
o Accidents insurance policy for all participants during practices.
o 8 sessions of the Just Ball Program (US Soccer Foundation)

FCC

NORTH BAY VILLAGE
HEART OF THE BAY

DATA COLLECTION AND IMPACT COLLECTION TOOLS

Monitoring and evaluation process:

FCC has an intricate monitoring and evaluation system that could be applied for this project. FCC has created a tool to monitor the operational processes of the pedagogical model and assess the impact on our participants. SIMEON (in Spanish: Sistema de Monitoreo y Evaluacion Operativo Normalizado) is used to monitor our interventions and evaluate its impact: the improvement of physical and technical abilities as well as the development of values and life skills in our participants. It allows to see real-time reports about the process and impact achieved by the project.

SIMEON includes the creation of a baseline, continuous monitoring and a final evaluation assessment.
As well as a SEL evaluation tool from Hello Insight. (https://helloinsight.org/)

Our Data and Research Tool

Our Data tool includes the creation of a baseline, continuous monitoring and a final evaluation assessment. Below, what is considered in the monitoring and evaluation strategy:

The baseline

Our baseline is drawn by a questioner done to the participants, their parents and their teachers. Participants will then be evaluated daily on the concepts and abilities introduced and performance in weekly assessments. A final evaluation phase will include information gathered from participants, parents and teachers and compared to the baseline results.

FCC Coaches

Our coaches will implement our Monitoring and Evaluation system with children. The process involves a base line with students, parents and teachers, quarterly assessment and a final evaluation showing technical and life skills development. The process includes access to our online platform SIMEON and we share it with our partners for grantors, stakeholders or ESG reports.

FCC

NORTH BAY VILLAGE
HEART OF THE BAY

OVERALL PROJECT TIMELINE 2024

January: Commence Mentorship Program Development:
- Initiate discussions with partners and NBV to determine how to seamlessly integrate FCC programming throughout the week.
- Establish a comprehensive schedule for FCC activities, including recruitment of mentors, training sessions, and the execution of our YM Campaign for Children initiative.
- Consider attendance at the National Mentoring Summit (To Be Determined) to further enrich our program.

February: Mentor Training and Community Engagement:
- Begin mentor training sessions and facilitate collaboration possibly twice a week, potentially on a weekday and Saturday, each session lasting one to two hours this can be with the kids or the mentors as broken down by FCC.
- Engage parents, community leaders, coaches, and other adults to create a supportive mentorship network.

March to May: YM 12-Week Campaign
- Launch a 12-week Campaign aligned with the NRPA Youth Mentorship Framework, incorporating FCC activities and engaging mentors.
- Collect data as requested by NRPA and conduct FCC's customary surveys to assess program impact.

June to August: Continued Year-Round Engagement (Limited Activities):
- Continue with mentor and child sessions to maintain year-round engagement and support, however, not as many sessions as during the 12-week campaign time-frame, just enough to continue to be supportive of the mentors and children who may need a role model or mentoring adult.

September: Preparations for Upcoming Campaign:
- Begin preparations for launching another 12-week campaign scheduled for October to December.

GRANT AGREEMENT FCC & NBV

- Within these 22 monthly hours, FCC will be expected to provide 8-12 hours of onsite support monthly, with at least 2 hours dedicated to each Saturday. The remaining hours will be allocated to tasks such as student paperwork, grant reporting, coordination, online meetings, phone discussions, or email correspondence. Approximately 6 hours of the 22 will be for parents or other tasks as needed that can lead to the 12 hours I mentioned above.

- FCC will allocate 2 hours each Saturday for Youth Mentoring activities. This includes a 30-minute training session for teens from 9:00 AM to 9:30 AM on Saturdays, followed by mentoring sessions for the kids in Creece's program with the teens acting as lead mentors from 9:30 to 10 AM. The remaining time until 10:30 AM should be used for debriefing, paperwork, and discussions regarding next week's lessons and activities. FCC would be asked to be there from 8:30-10:30 every Saturday Creece is there to ensure joint coordination of efforts.

- On Tuesdays and Thursdays during the week, youth leaders work to shadow or provide support. FCC's role would primarily involve ensuring that the teens attend as their schedules allow. FCC will offer valuable learning and leadership development opportunities, along with community service hours that FCC can track.

- FCC will provide monthly mentorship reports to NRPA, as required by the grant, and attend mentoring meetings as mandated by NRPA. This will likely require approximately 3-4 hours per month.

- One Parent Club Session provided by FIU and The Children’s Trust once a month on a Saturday session.

- Guest Speakers will come once a month to speak on leadership, mentorship, and career readiness for our youth participants.

- FCC will continue recruiting and developing teen/adult mentors each school quarter for the 3rd and 4th quarter of the current school year and begin activities during the summer to cultivate teen/adult mentors for the next school year. Each quarter FCC will have 30-40 teen/adult mentors that can help mentor the kids in Creece's program that range from age 5-14 (K-8) approximately 50 kids each quarter.

- **In essence, FCC's primary responsibility will be onsite support alongside Creece on Saturdays, engaging the teens in NRPA YM lessons for a minimum of 30 minutes with the younger kids. This onsite commitment should not exceed 8-12 hours a month. The remaining hours will involve tasks, including recruiting the teens, coordination of service hours for the teens, lesson planning, reporting, parental engagement, mentor follow-up and continued off-site or on-site training sessions possibly on virtual calls throughout the month, and attending required NRPA meetings.**

FULL YEAR PROGRAM
PROGRAM SERVICES AND ACTIVITIES

- FCC USA & NBV Youth MentorshipProgram- including Methodology 2.0 and Just Ball Program.
- 3 FCC Certified Coaches per training session, 2x a week for 8 months (90 hours of instruction per coach)
- Insurance coverage for 100 students
- Students receive Just Ball Adidas Program Leadership Experience
- Students receive monthly visits of outside FCC Champions (Our mentors who specialize in different topics: Career Readiness, Advocacy, Mental Health, and more through soccer and purposeful play.
- Invitation to be part of Adidas Unity Cup Celebration at the end of the School Year
- Monthly Financial Literacy (taught through soccer and play)
- Monthly Parent Clubs powered by FCC, in partnership with FIU and The Childrens Trust.
- 2 Family Community Soccer Tournaments to promote engagement, connection and social cohesion.
- Invitation to take NVB participants and parents to be part of the Corporate Soccer Tournament 2024 at University of Miami
- Youth Leadership Training - educating and equipping 60 youth NVB soccer coaches and leaders certified by FCC and U.S Soccer Foundation, ready to serve for the cohort of 2024-2025
- Quarterly Program Report (Data Research- Pre and Post Test Data)
- Monitoring and Evaluation Process, including pre/post testing, monthly assessments and use of online evaluation platform.

⚽ **TOTAL COST OF YEAR ROUND SCORING GOALS FOR NORTH BAY VILLAGE PROGRAM** **$15,840.00**

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FCC
Monitoring, Evaluation, and Learning (MEL) Plan

Approval date: [May 17th, 2023]
Version I
By: Andrea Chaustre Cañón, Impact and Pedagogy Director FCC

Introduction

The FCC Monitoring, Evaluation, and Learning (MEL) Plan is a monitoring tool designed to provide guidelines and procedures for monitoring and managing information globally for FCC. The FCC Team will use the MEL Plan to ensure excellence, quality, integrity, and efficiency in conducting all its activities to achieve through soccer the following:

- Objective I. Foster social, emotional, and cognitive skills of boys, girls, youth, and their families to make good life choices regardless of the conditions of their environment.
- Objective II. Support the development of community leaders and coaches for sustainable community impact.
- Objective III. Promote employment alternatives for youth and community leaders.
- Objective IV. Encourage communities to create safe, inclusive, and healthy spaces for football and other activities.

The MEL strategy is based on collaborating, learning, and adapting for evidence-based decisions during implementation finding best practices and early warnings. The monitoring, evaluation, and learning plan is a flexible and adaptable tool annually reviewed.

II. Theory of Change (ToC)

FCC's Theory of Change (ToC) states that **if** the socio-emotional and cognitive skills of children, youth, families and communities are promoted, the development of leaders and coaches in the communities is supported, work alternatives for youth and leaders are encouraged, and safe, inclusive and healthy spaces in communities are promoted, **then** the quality of life of children, youth, their families and communities will improve **because** they will be able to make better choices for their lives, have the tools to lead community processes, have employment alternatives, and promote safe and inclusive spaces that promote social well-being.

Figure 1 illustrates the Theory of Change for FCC, showing a progression from the specific issues addressed by each FCC country office to a desired end state (the center). The diagram shows the links between the goals (represented by a central circle) and their contribution to the expected goal, framed within the United Nations 2030 Agenda for Sustainable Development. The arrows moving around the circle represent the necessary conditions to facilitate monitoring and decision-making, to prove the impact of initiatives and to promote their sustainability. In addition, Box 1 details the causal pathway to the proposed targets, describing the intended and interrelated causes that are expected to occur from the activities undertaken to the expected outcomes. These causes are based on existing evidence and causal hypotheses that support FCC's Theory of Change.

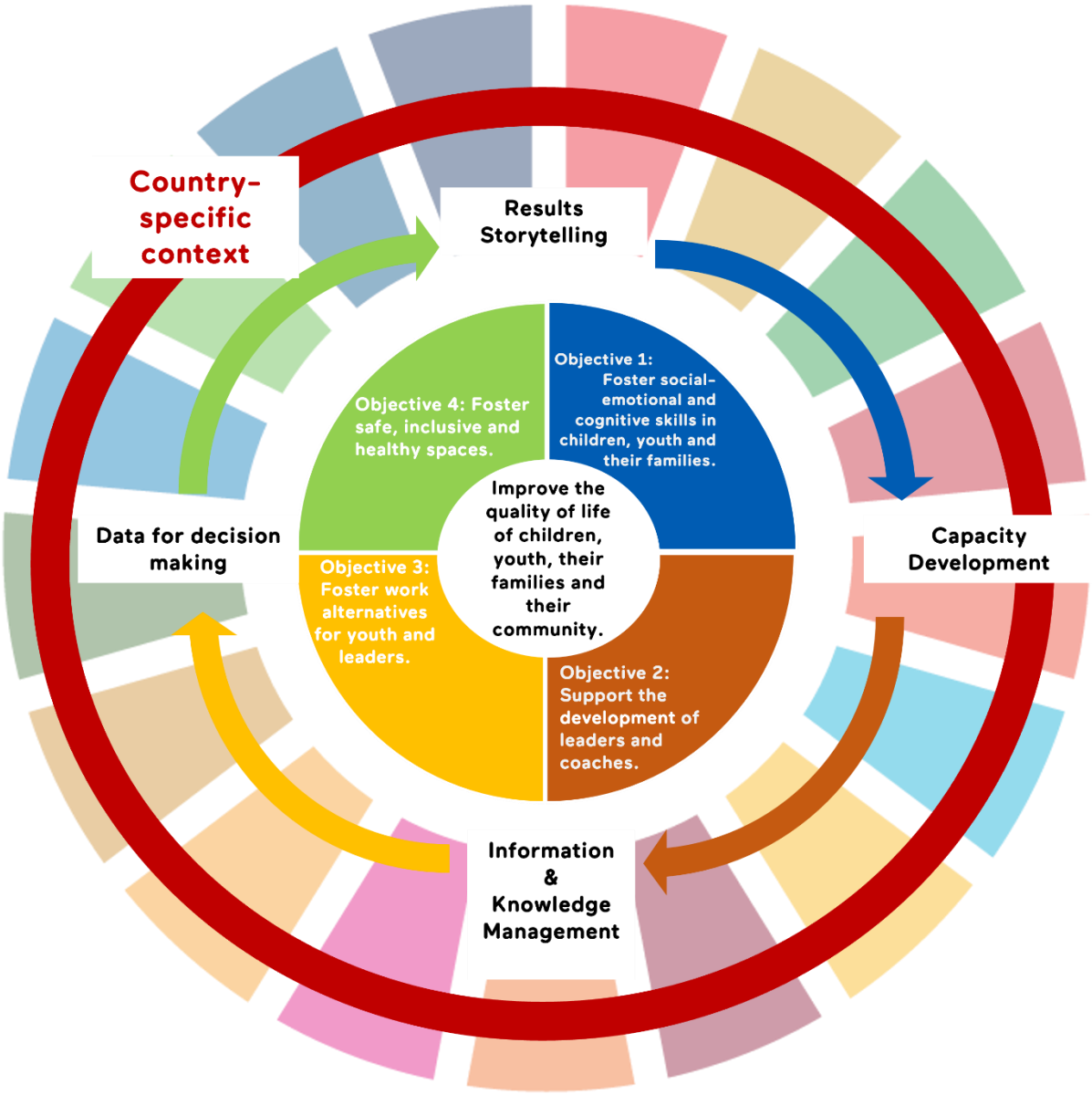


Figure 1. Theory of Change for FCC

To ensure that FCC achieves its goal, the MEL plan includes alternatives to assess the causal pathways and assumptions underlying the ToC as an exercise to generate learning and adapt it according to identified needs. In addition, a clear collaboration with partners and counterparts is expected, which allows to show the contribution of FCC to the identified outcomes.

Textbox 1: Causal pathway to the identified goals

Objective I. Foster social-emotional and cognitive skills in children, youth, and their families through soccer so that they make good life decisions, regardless of the conditions of their environment.

If children, youth, and their families participate in soccer programs with activities that incorporate and promote social, emotional, and cognitive values and skills **then** children, youth and their families will be better equipped to make positive and healthy choices in their lives, even in difficult situations, to overcome the limitations imposed by their environment and to reach their potential. This is **because** soccer practice provides a space to learn and apply these skills and values in practical situations, while explicit teaching in workshops and talks complements and reinforces these skills, helping them to understand and manage their emotions, relate positively to others, resolve conflicts effectively, and make informed and responsible decisions.

Objective II. Support the development of community leaders and coaches for sustainable community impact.

If the leadership skills of youth are strengthened through soccer for development methodologies, **then** leaders can create positive sustainable change in their environment and society. This is **because** young people will improve their communication, teamwork, and conflict resolution skills, which will enable them to have better relationships with others, improve their personal and professional lives and take an active and responsible role in their community, contributing to its development.

Objective III. Promote work alternatives for youth and community leaders.

If youth and community leaders are trained as entrepreneurs and are provided with tools to use sports and recreation as tools for positive impact on the lives of children and adolescents, **then** these youth and leaders will be able to manage and sustain their soccer schools for development, generating employability, scalability, and social impact. This is **because** providing the necessary tools to become entrepreneurs allows generating self-employment alternatives and leaving installed capacity in the communities to foster socioemotional skills and promote assertive decision making in the community.

Objective IV. Encourage communities to build safe, inclusive, and healthy spaces for soccer and other activities.

If the development and/or adaptation of safe, inclusive, and healthy spaces for soccer and other activities in the communities is encouraged, **then** a conducive environment to the physical and socioemotional development of children, youth and their families is foster, as well as support and solidarity networks in the community. This is **because**, by having adequate spaces, sports practice is eased, which can improve the participants' health and their mental well-being. In addition, by encouraging the inclusion and participation of diverse groups in the community, respect, tolerance, and peaceful coexistence can be promoted, which can contribute to the creation of protective environments, the prevention of violence and the reduction of the risk of criminal behavior. In short, it is expected that these spaces will have a positive impact on the individual and collective well-being of the community.

III. Results Framework

The results framework in *Figure 2* provides a clear illustration of how FCC's impact aligns with the UN Agenda 2030 and aims to enhance the quality of life for children, youth, families, and communities. Through various initiatives focused on promoting social well-being, the framework outlines a causal pathway from the outputs of these initiatives to the desired outcomes and ultimate impact.

FCC's results framework is built upon a systemic approach, which recognizes the interconnected relationships among children, youth, families, communities, and the broader environment framed as city. It also shows the specific Sustainable Development Goals that FCC contributes to.

By adopting a systemic approach, FCC aims to understand the intricate dynamics and interactions among different stakeholders, contexts, and factors that influence the issues at hand. This involves analyzing the relationships between these parties and understanding how they mutually affect each other. Furthermore, this approach emphasizes the importance of finding underlying patterns, structures, and processes that either perpetuate or contribute to the existing problems. It strives to understand the social, economic, cultural, and political systems within which communities are embedded and how these systems influence the current circumstances.

Moreover, the FCC systemic approach acknowledges the necessity for comprehensive and holistic interventions that address the multidimensional aspects of the problems. This entails considering social, economic, cultural, political, and environmental factors, as well as recognizing the various levels of influence, ranging from the individual to the community and structural levels.

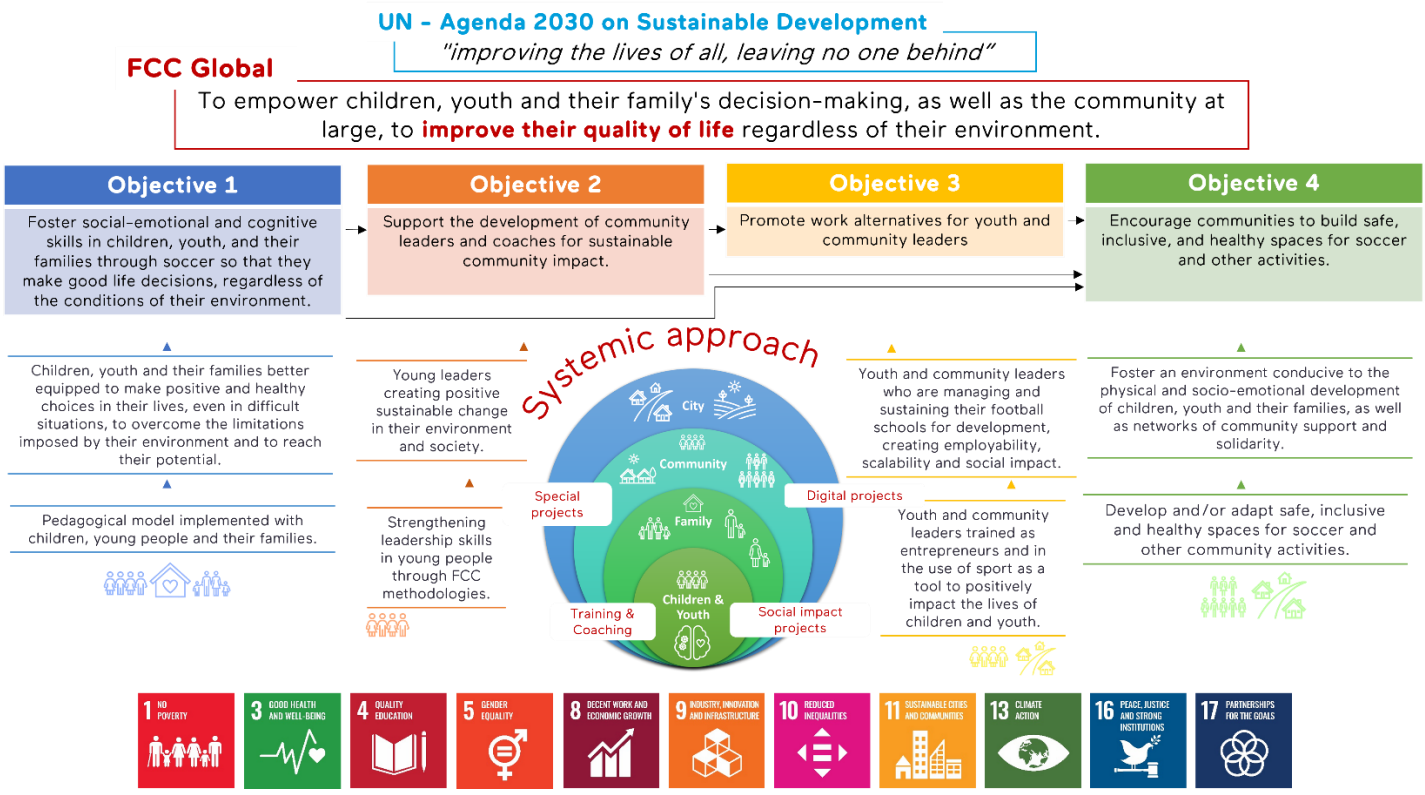


Figure 2. Results Logical Framework

IV. Results Framework Monitoring Plan

The horizontal logic of the FCC's Results Framework describe as follows helps the data management and progress measurement on performance indicators:

	Description	Indicator	Data Source	Assumptions
Objective 1 Foster social-emotional and cognitive skills in children, youth, and their families through soccer so that they make good life decisions, regardless of the conditions of their environment.				
Outcome	Children, youth, and their families are better equipped to make positive and healthy choices in their lives, even in demanding situations by overcoming the limitations imposed by their environment and reaching their potential.	% of children and youth who report making positive and healthy decisions in their lives because of their participation in FCC. % of family members who report making positive and healthy choices in their lives because of their participation in FCC. % of family members who report that their children have made positive and healthy life choices because of their participation in FCC.	Surveys of parents and participants to assess their opinion of decision making. Record of attendance and activities in the programs.	Children, youth, and their families took part throughout the process.
Output	Pedagogical model implemented with children and youth and their families.	% of children and youth over 8 years of age who improve their cognitive and socioemotional skills through soccer.	Pre and post life skills tool of the pedagogical model 2.0. Registration of attendance and activities in the programs.	Coaches and community leaders will be trained in the promotion of values and social and emotional skills. Parents and participants will positively value the incorporation and promotion of values and social and emotional skills.
Activities	1. Call for participants and registration 2. Soccer school with children and youth 3. Meeting spaces with family members 4. Spaces with community managers	Inputs: • Pedagogical model 2.0. • Adequate space to conduct sports and meeting activities for family members and community members. • Baseline and endline questionnaires • Materials for the development of sports activities.		

	Description	Indicator	Data Source	Assumptions
Objective 2 Support the development of community leaders and coaches for sustainable community impact.				
Outcome	Young leaders create positive sustainable change in their communities.	% of young leaders who create positive, sustainable change in their communities because of their participation in FCC programs.	Surveys of youth participants in the process. Community surveys of youth participants' contribution to the community. Evaluations of youth performance in activities requiring communication, teamwork, and conflict resolution.	Youth completed FCC programs.
Output	Youth empowered to lead using FCC method.	Number of leaders implementing social programs using FCC method.	Surveys of perceived improvement in youth skills to coaches and community leaders.	Coaches and community leaders are equipped to promote values and social emotional and cognitive skills.
Activities	1. Call for and selection of participants who prove leadership skills. 2. Leadership training. 3. Accompanying spaces for leaders in their process.	Inputs: • Leadership course. • Adequate space to conduct sports and meeting activities for young people and community leaders. • Questionnaires to coaches and community leaders. • Performance assessments • Materials for the development of sports activities.		

	Description	Indicator	Data Source	Assumptions
Objective 3 Promote work alternatives for youth and community leaders.				
Outcome	Youth and community leaders who manage and sustain their soccer for development schools, creating employability, scalability, and social impact.	Number of soccer for development schools that are set up and sustained by youth or community leaders. % of youth and community leaders who start soccer academies as an employment opportunity.	Monitoring and evaluation reports of soccer schools for development, including financial and social impact data.	Youth and community leaders have the ability to sustain the soccer schools administratively and operationally. The community recognizes the benefit of the soccer schools in their environment and contributes to their sustainability.
Output	Youth and community leaders trained as entrepreneurs and in the use of sports as a tool to positively impact the lives of children and adolescents.	Number of youth and community leaders who develop their entrepreneurial skills using sports as a tool to generate social impact.	Attendance records and training certificates.	Young people and community leaders have the cognitive and socioemotional skills to become entrepreneurs and take on the challenges that this entails.
Activities	1. Call for participants and registration 2. School of Entrepreneurship for Youth and Community Leaders 3. Community and parent meetings to ensure the sustainability of the initiatives. 4. Mentoring of young entrepreneurs.	Inputs: • Entrepreneurship course • Adequate space for sports and meeting activities for young people and community leaders • Follow-up and attendance reports • Training certificates		

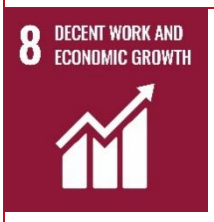
	Description	Indicator	Data Source	Assumptions
Objective 4 Encourage communities to build safe, inclusive, and healthy spaces for soccer and other activities.				
Outcome	Safe environments for children and youth to develop physically and socio-emotionally, and to build supportive community networks.	% of perception improvement of the safety of fields/settings and use of leisure time in the community. % of improvement in community support networks because of the FCC programs.	Fields/settings perception surveys	The community makes greater use of fields/settings to practice sports as an alternative use of leisure time.
Output	Intervened fields/settings to make them safer, more inclusive, and healthier for playing soccer and other activities in the communities.	Number of safe, inclusive, and healthy fields/settings for the practice of football and other activities renovated in the communities.	Records and photographs of the fields/spaces built. Satisfaction surveys and interviews with users of fields/settings.	The community perceives the intervention in the selected fields/settings as beneficial. Parents will be more confident that children and youth will be able to practice activities in spaces that are better sustained.
Activities	1. Choice of fields/settings to intervene 2. Management of resources for the intervention 3. Participatory intervention of the space 4. Awareness-raising activities during the process according to the established theme	Inputs: • Authorization for intervention of spaces. • Necessary implements for the intervention to be conducted. • Adequate space to conduct sports and meeting activities for the community. • Perception and satisfaction surveys • Renovation registration form		

IV. Sustainable Development Goals (SDGs)

As described in the results framework diagram, FCC's activities are broadly linked to the 2030 Agenda for Sustainable Development, which aims to "improve the lives of all, leaving no one behind". Below are the Sustainable Development Goals to which FCC's potential contributions link according to its objectives.

FCC's Contribution	Related SDG indicators [1]
 FCC through its objectives 3 and 4 contributes to: • Reducing the rate of multidimensional poverty by promoting social and emotional skills and values that enable children and youth and their families to make informed and responsible decisions in their lives, overcoming the limitations imposed by their environment. • Help reduce the proportion of people living in households with incomes below the poverty line by training community leaders and coaches who can contribute to the long-term development of their communities. • Help reduce the proportion of people employed in informal jobs by training youth and community leaders as entrepreneurs, providing them with the tools to use sport and recreation as a tool to positively impact the lives of children and youth, and creating self-employment alternatives in their communities. • Reduce the proportion of people without access to basic services by promoting the creation of safe, inclusive, and healthy spaces for the practice of football and other activities in communities that can contribute to the individual and collective well-being of the community.	1.1 By 2030, eradicate extreme poverty for all people everywhere, currently measured as people living on less than $1.25 a day 1.2 By 2030, reduce at least by half the proportion of men, women and children of all ages living in poverty in all its dimensions according to national definitions 1.3 Implement nationally appropriate social protection systems and measures for all, including floors, and by 2030 achieve substantial coverage of the poor and the vulnerable 1.4 By 2030, ensure that all men and women, in particular the poor and the vulnerable, have equal rights to economic resources, as well as access to basic services, ownership and control over land and other forms of property, inheritance, natural resources, appropriate new technology and financial services, including microfinance. 1.5 By 2030, build the resilience of the poor and those in vulnerable situations and reduce their exposure and vulnerability to climate-related extreme events and other economic, social and environmental shocks and disasters 1.A Ensure significant mobilization of resources from a variety of sources, including through enhanced development cooperation, in order to provide adequate and predictable means for developing countries, in particular least developed countries, to implement programmes and policies to end poverty in all its dimensions 1.B Create sound policy frameworks at the national, regional and international levels, based on pro-poor and gender-sensitive development strategies, to support accelerated investment in poverty eradication actions

[1] *UN, SUSTAINABLE DEVELOPMENT GOALS.* Retrieved from Global Partnerships - United Nations Sustainable Development

	FCC through its objectives 1, 2, 3 and 4 contributes to: • The physical and mental well-being of participants and their families by promoting a healthy lifestyle through the practice of soccer or other physical activities and the appropriate use of free time.	3.5 Strengthen the prevention and treatment of substance abuse, including narcotic drug abuse and harmful use of alcohol.
	FCC through its objectives 1, 2 and 3 contributes to: • To use its methods to enhance the socio-emotional and cognitive skills of children, youth, and community leaders, contributing to their holistic education and development as individuals.	4.4 By 2030, substantially increase the number of youth and adults who have relevant skills, including technical and vocational skills, for employment, decent jobs and entrepreneurship 4.7 By 2030, ensure that all learners acquire the knowledge and skills needed to promote sustainable development, including, among others, through education for sustainable development and sustainable lifestyles, human rights, gender equality, promotion of a culture of peace and non-violence, global citizenship and appreciation of cultural diversity and of culture's contribution to sustainable development
	FCC through its objectives 1, 2, 3 and 4 contributes to: • Encourage girls' and women's inclusion and participation in various settings, including decision-making scenarios, promoting gender equality, and eliminating stereotypes.	5.1 End all forms of discrimination against all women and girls everywhere 5.2 Eliminate all forms of violence against all women and girls in the public and private spheres, including trafficking and sexual and other types of exploitation 5.5 Ensure women's full and effective participation and equal opportunities for leadership at all levels of decisionmaking in political, economic and public life 5.B Enhance the use of enabling technology, in particular information and communications technology, to promote the empowerment of women
	**FCC through its objectives 2 and 3 contributes to:** • Creating jobs and sustainable economic development in the community by training and mentoring youth and community leaders as entrepreneurs.	8.5 By 2030, achieve full and productive employment and decent work for all women and men, including for young people and persons with disabilities, and equal pay for work of equal value 8.6 By 2020, substantially reduce the proportion of youth not in employment, education or training

 FCC through its objectives 1, 2, 3 and 4 contributes to: ●The adaptation or consolidation of adequate and safe sports facilities for the practice of soccer and other activities in the most vulnerable communities. ● Promote social innovation and entrepreneurship by encouraging the development of creative and sustainable solutions to the social problems of communities.	9.1 Develop quality, reliable, sustainable and resilient infrastructure, including regional and transborder infrastructure, to support economic development and human well-being, with a focus on affordable and equitable access for all. 9.B Support domestic technology development, research and innovation in developing countries, including by ensuring a conducive policy environment for, inter alia, industrial diversification and value addition to commodities
 FCC through its objectives 1, 2, 3 and 4 contributes to: ● Reduce inequalities and social exclusion by providing equal opportunities for sport and socio-emotional development to children and young people in vulnerable situations, without exclusion based on race, gender, ethnicity, or disability.	10.2 By 2030, empower and promote the social, economic and political inclusion of all, irrespective of age, sex, disability, race, ethnicity, origin, religion or economic or other status
 FCC through its objectives 1, 2, 3 and 4 contributes to: ● Create safe and accessible public spaces for all people, especially those who have been historically marginalized and excluded. ● The integration of urban, peri-urban, and rural areas through soccer schools by strengthening the sustainability of initiatives. ● Promote income-generating alternatives for youth and community leaders in rural areas, fostering their development and preventing their displacement in search of good opportunities in urban areas.	11.3 By 2030, enhance inclusive and sustainable urbanization and capacity for participatory, integrated and sustainable human settlement planning and management in all countries 11.7 By 2030, provide universal access to safe, inclusive and accessible, green and public spaces, in particular for women and children, older persons and persons with disabilities 11.A Support positive economic, social and environmental links between urban, peri-urban and rural areas by strengthening national and regional development planning

 FCC through its objectives 1, 2, 3 and 4 contributes to: • Promote efficiency in the use of resources in its activities' implementation, as well as proper waste management in the operation of its projects. • Raise awareness among children, youth, their families, and the community about the importance of the proper use of resources and the importance of proper waste management to promote sustainable practices in daily life.	13.3 Improve education, awareness-raising and human and institutional capacity on climate change mitigation, adaptation, impact reduction and early warning 13.B Promote mechanisms for raising capacity for effective climate change-related planning and management in least developed countries and small island developing States, including focusing on women, youth and local and marginalized communities
 FCC through its objectives 1, 2, 3 and 4 contributes to: • building just and peaceful societies by promoting safe, inclusive, and healthy spaces for playing football and other activities in communities, fostering peaceful coexistence, respect and tolerance. • reduce violent behavior among peers and within the family by developing the socio-emotional and cognitive skills of children and young people, influencing their families and communities.	16.1 Significantly reduce all forms of violence and related death rates everywhere 16.2 End abuse, exploitation, trafficking and all forms of violence against and torture of children
 FCC through its objectives 1, 2, 3 and 4 contributes to: •Develop partnerships and collaborations with other organizations, businesses, and governments to collectively address issues related to FFC's goals and the SDGs to improve the quality of life for children, youth, their families, and the community.	17.3 Mobilize additional financial resources for developing countries from multiple sources 17.17 Encourage and promote effective public, public-private and civil society partnerships, building on the experience and resourcing strategies of partnerships

V. Risk Matrix and Mitigation Strategies

The risk matrix presents the identified risks and, based on the probability and severity of each one, sets the level of risk and possible mitigation measures. It also shows the priority of the risk and who oversees implementing the mitigation strategies.

Risk	Probability Very unlikely 1 Likely 5	Severity Negligible 1 Catastrophic 5	Risk Level (p*s) 1-8 Low 9-14 Medium 15-25 High	Mitigation Strategy	Priority	Responsible
Low participation in activities by children and their families.	2	3	6	Coaches will check and implement strategies to encourage and keep participation. They will escalate to their leaders and supervisors when they feel they need added support.	Low	Operational teams Pedagogical teams
Lack of training for coaches	3	3	9	The leaders and supervisors of the operational and pedagogical areas will provide periodic accompaniment to strengthen the coaches' skills.	Medium	Operational teams Pedagogical teams
Lack of financial resources to implement activities.	3	3	9	Implementation processes are checked on a regular basis. This ensures that resources are sufficient for the proper execution of activities.	Medium	Financial and/or administrative teams Operational teams
The community is not willing to pay the monthly fees for the entrepreneurship schools.	4	4	16	Name the communities where this phenomenon occurs and develop strategies to reach out to parents to help them understand the benefits of this monthly payment.	High	High Operational teams Pedagogical teams Communication and Marketing Teams
Insecurity and illegal behavior on the fields where the activities take place increases.	3	4	12	The operational teams will be alerted to changes in the security conditions of the environments where the activities take place. They'll provide early warnings to protect the integrity of the participants and coaches on the field.	Medium	Operational teams Pedagogical teams
Climate change affects the development of activities, delaying processes.	3	4	12	Alternatives will be set up in the development of activities when heavy rains, high heat temperatures or other environmental conditions may influence the development of activities.	Medium	Operational teams Pedagogical teams

VI. Evaluations

The relevance of having an internal or external evaluation will be reviewed throughout the year as the Information System continues to evolve.

Type of evaluation	*Performance or Impact (to be defined)*
Purpose and expected use	
Possible evaluation questions	
Estimated Budget	
Start date	
End Date	

Note: FCC is having an internal impact assessment by Cubo Social since April. Baseline report is expected by June 2023.

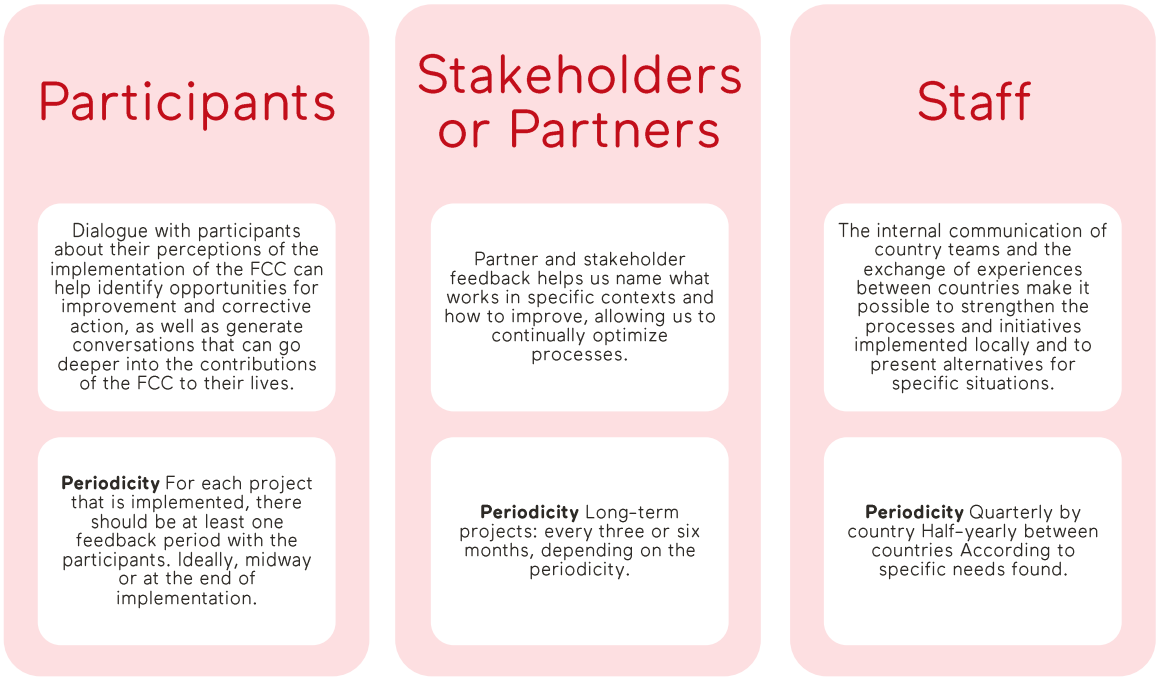
VII. The Collaborating, Learning and Adapting (CLA) approach.

Collaboration, Learning and Adapting (CLA) is the United States Agency for International Development (USAID) framework that looks to systematize and mainstream learning activities in project implementation to promote best practices. The CLA approach makes it possible, through participatory and collaborative spaces, to name the success factors in the implementation and, according to them, to ease the decision-making process.[2].

Feedback Plan

The feedback plan addresses the need to analyze if the activities have been implemented efficiently, on time, and with the expected results. The feedback plan for FCC is divided into three parts:

[2]*Collaborating, Learning and Adapting (CLA) Framework.* Retrieved from The Collaborating, Learning and Adapting (CLA) Framework | USAID | Basic Page | U.S. Agency for International Development



The conclusions of these feedback spaces should become inputs for improving processes, strengthening what works, and implementing alternatives to strengthen activities that need more attention or adaptations. Having these spaces for collaboration and learning throughout the implementation cycle allows for greater adaptability and promotes right conditions for implementation. As follows guiding questions for the three areas suggested to start these conversations:

Suggested Questions for Participants

- What do you think about the activity/process you took part in?
- What do you think were the goals of the activity/project you participated in?
- Do you think these objectives were achieved?
- Do you think the activities were useful or beneficial to you?
- Did the intervention adequately address the needs of the community?
- What were the main positive outcomes for you?
- Was there anything negative or that did not go as you expected?
- In your opinion, what worked well and what could be improved?
- Were you involved in any way in the planning or implementation of the intervention, and if so, what was that experience like?
- Were there any challenges or obstacles to the implementation of the intervention that affected the community?
- If there were any challenges or obstacles during the activities, how were they dealt with?
- What did you learn from this intervention and how will you apply it in the future?
- Do you have any good practices or recommendations for others who want to participate in similar activities in the future?
- Do you think that the context of the region was considered in the planning and implementation of the intervention?

Suggested questions to ask partners or other stakeholders.

- What do you think of the intervention conducted?
- Did the intervention achieve its intended goals?
- What were the main outcomes of the intervention?
- Were there any negative or unintended consequences of the intervention?
- What aspects of the intervention worked well and what aspects could be improved?
- Did you meet any difficulties or obstacles in implementing the intervention, and if so, how were they addressed?
- Was the intervention consistent with your organization's goals and objectives?
- Were there other interventions or strategies that could have been used?
- What lessons did you learn from this intervention and how can they be applied in the future?
- Do you have any good practices or recommendations for other people or organizations who want to do similar interventions in the future?

Suggested Questions for Internal Team and Exchange of Experience Countries

- What were the goals of the activity?
- Did the intervention achieve the proposed goals?
- What were the main results of the intervention?
- Which aspects of the intervention worked well, and which could be improved?
- Were there any difficulties or obstacles met in implementing the intervention and, if so, how were they overcome?
- Were there other interventions or strategies that could have been used?
- What lessons did you learn from this intervention and how can they be applied in the future?
- Do you have any good practices or recommendations for the team or another country for similar interventions in the future?

IX. Data Collection, Management and Analysis

The parties responsible for data collection, management, analysis, and reporting include FCC's Director of Impact & Pedagogy, who will manage the implementation of this plan, with substantial input and support from the country-level MEL analysts and/or whoever is appointed as the focal point for this purpose. In addition, Country Executive Directors will play a key role in ensuring that high quality data is collected and used in their respective countries and areas of intervention. All staff will receive guidance and mentoring on MEL activities.

Monitoring, Evaluation and Learning (MEL) System

To support efficient, ongoing, and prompt results-based performance management, FCC will use a customizable reporting system that will be accessible to all countries and partners. This system will be developed within FCC to help data management, implementation monitoring, information analysis and reporting. It will include data visualization to support analysis and other tools to facilitate reporting and tracking the

progress of interventions to understand the status of the project at any point.

From an operational point of view, the system is based on the MEL approach of integrated and articulated work for data and information management and overall improvement of project quality by allowing to see in real time the status of interventions and progress on indicators. The system will enable the entire FCC team to link all interventions to specific objectives and generate dynamic and customizable reports with timely updates to review progress and guide decision making at national and global levels. Collection and data monitoring in the system is on an ongoing basis.

FCC Reports

Quarterly and annual reports provide evidence of the progress of initiatives to define next steps and define necessary adjustments. They are produced in a format (digital and/or paper) according to the agreed schedule. Reports are structured as follows.

Quarterly reports: a summary outlining the progress of the interventions, including available indicator data, implementation problems met and how they were addressed, and significant administrative and management issues related to each country's activity. They will include:

- Indicator results
- Lessons learned, best practices and/or success stories that can be publicly disseminated
- Problems met, level of resolution, and how the program was adapted
- Tasks to be conducted in the following quarter

Annual reports: An overview of progress at the country level using the results framework indicators, with the corresponding narrative in specific areas describing progress, results achieved, and lessons learned from interventions.

X. Data Security

The information system is going to merge all data related to MEL with mechanisms in place to ensure that historical data including information backups. MEL team ensure that data management and storage is secure to prevent loss or tampering and to protect sensitive data from inappropriate access or use.

Periodically review whether there are initiatives or activities that manage sensitive data to ensure the safety of participants: data obtained through data use agreements, such as medical records.

XI. *Data Quality Assessment (DQA)*

We defined data quality according to the USAID (2021) guidelines for assessing data quality. The variables considered are **validity, integrity, precision, reliability,** and **timeliness** of the data. The MEL team will develop and use comprehensive data

management processes and measures to ensure that data meet these quality standards, understood as:

- **Validity:** Data should be representative and accurate in relation to the intended outcome, so that they clearly and appropriately reflect the information looked for.
- **Integrity:** Data should have safeguards that minimize the risk of bias, transcription errors, or manipulation. It must be reliable and truthful, without intentional distortion or alteration.
- **Accuracy:** Data should provide a sufficient level of detail to enable effective management. It should be as complete and exact as possible, avoiding ambiguities or inaccuracies that could compromise the quality of the information.
- **Reliability:** Data should reflect consistent and stable collection and analysis processes over time. They should be based on reliable methods and follow consistent criteria to ensure consistent and comparable results.
- **Timeliness:** Data should be available promptly and with the necessary frequency to be useful for management decisions. It should be current and provided in time to influence relevant decisions.

XII. Schedule Activities 2023

Task	Frequency	Responsible
Internal country lessons learned exercises.	Quarterly	Impact and Pedagogy Director first sessions. Over time someone will be assigned to develop them in each country.
Cross-country exchange exercise	Semi-annual	Impact and Pedagogy Director
Feedback exercises with beneficiaries	At the end of the interventions, or in the middle and at the end of the intervention, depending on the duration of the intervention	Impact and Pedagogy Director first sessions. Over time someone will be assigned to develop them in each country.
Feedback activities with partners and/or stakeholders	At the end of the interventions, or in the middle and at the end of the intervention, depending on the duration of the intervention	Impact and Pedagogy Director first sessions. Over time someone will be assigned to develop them in each country.
Progress report indicators	Quarterly or Semi-Annual	MEL team/ Impact and Pedagogy Director
Annual progress report	Annual	Country inputs MEL team/ Impact and Pedagogy Director
Success stories and best practices	On request and/or upon identification	Communications MEL team/ Impact and Pedagogy Director
Field trips	Quarterly	MEL team/ Impact and Pedagogy Director

XIII. Change Journal

Describes the changes made to the document in the year function.

Date	Responsible	Section of the change made	Change description

References

USAID. (n.d.). *Collaborating, Learning and Adapting (CLA) Framework*. Retrieved from The Collaborating, Learning and Adapting (CLA) Framework | USAID | Basic Page | U.S. Agency for International Development

USAID Learning Lab. (n.d.). *Monitoring toolkit*. Retrieved from Monitoring Toolkit | USAID Learning Lab

United Nations. (n.d.). *Sustainable Development Goals*. Retrieved from Global Partnerships - United Nations Sustainable Development

ITEM NO. 11.D

North Bay Village
Recommendation Memorandum

DATE: January 16, 2024

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

FROM: Delroy Peters, Engineer / CIP Manager

SPONSORED BY:

SUBJECT: **A Resolution Approving a Contract Award for Invitation to Bid 2023-007 to Dock & Marine Construction Corporation for the Construction of the Vogel Park Marine Facility in the Amount of $457,067.52 - *Village Manager Ralph Rosado, PhD, AICP (CIP Manager Delroy Peters)***

RECOMMENDATION

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING INVITATION TO BID NO. 2023-007 TO DOCK & MARINE CONSTRUCTION CORP FOR CONSTRUCTION SERVICES FOR THE VOGEL PARK MARINE FACILITY PROJECT IN AN AMOUNT NOT TO EXCEED $457,067.52; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONSTRUCTION CONTRACT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a Resolution for a Contract Award to Dock & Marine Construction Corporation for the construction of the Vogel Park Marine Facility in the amount of $457,067.52.

BACKGROUND AND ANALYSIS

North Bay Village contracted EAC Engineering under its Continuing Services Contract with the Village to assess the feasibility of constructing a marine facility at Vogel Park, including a police boat dock and a kayak launch site for public use. EAC was also tasked with producing a design for the facility, seeking the required permits, and preparing documents for an Invitation to Bid (ITB) for the construction phase. EAC completed the design in April 2023.

The Village issued two ITBs; the first was broadcast to 2,472 suppliers on July 19, 2023, of which 31 suppliers downloaded the ITB, however, the Village did not receive any responses by the due date of August 31, 2023. The second ITB was broadcast to 2,971 suppliers on

October 20, 2023, of which 36 suppliers downloaded the ITB, and the Village received one bid and one Statement of No-Bid by the due date of December 8, 2023.

Project/Approval History

The Village Commission approved WO No. 004, under Resolution 2021-004, for EAC to provide surveying, permitting strategy, and conceptual design services in February 2021. Further, the Village approved EAC WO No. 008 under Resolution 2021-065 in November 2021 for complete design services. EAC's final work order (WO No. 016) for construction administration was approved in July 2023, Resolution 2023-093. Stantec will conduct the construction inspection (CEI) if the commission approves their proposal (Stantec WO No. 015).

Project Status

The facility has been designed, permitted, and is ready to proceed with the construction phase. Staff also completed the bid phase and has reviewed the solicitation from the sole bidder, Dock & Marine Construction Corporation.

Approval Request

It is recommended that the Village Commission award the construction of the Vogel Park Marine Facility to the sole bidder, Dock & Marine Construction Corporation, in the amount of their bid proposal, $351,590.40, and include a 30% contingency of $105,477.12 for unpredictable issues that may arise during the construction efforts. The total award would be $457,067.52.

Project Funding Sources

The Village has been diligent about pursuing project funding from outside sources. Funding secured is as follows:

- A FIND grant of $300,000 for construction.
- Owners of the construction project at 7918 West Drive provided $250,000 in community contribution fees for the project's construction phase.

All fund allotments are budgeted in the 2023-2024 Capital Projects Fund (Project # CP24-05, GL # 320.61.630.6201).

Approval of this item will help to make North Bay Village safer and more livable; as such, it promotes the pillar of Livability.

Livability

By centering on people – residents, business owners, and visitors – North Bay Village will become a more attractive place to work, live and do business. The NBV100 Livability pillar puts the focus on placemaking in four ways:

• Prioritizing people over cars,

• Embracing the waterfront,

• Improving the quality of life, and

• Refreshing the NBV identity.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
The total of $457,067.52 will be drawn from the Capital Projects Fund- Project#CP24-05, Park Improvements (320.61.630.6201), as allocated in the 2023-2024 budget.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution ITB 2023-007 Vogel Park Marine Facility
Exhibit A - Construction Contract Vogel Park Marine Facility.docx
ITB 2023-007 Vogel Park.pdf
Dock & Marine Construction Corp ITB2023-007 Bid Response.pdf
Vogel Park Marine Facility Bid Tabulation-ITB 2023-007 01.08.24.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING INVITATION TO BID NO. 2023-007 TO DOCK & MARINE CONSTRUCTION CORP FOR CONSTRUCTION SERVICES FOR THE VOGEL PARK MARINE FACILITY PROJECT IN AN AMOUNT NOT TO EXCEED $457,067.52; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONSTRUCTION CONTRACT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village ("Village") issued Invitation to Bid No. 2023-007 (the "RFQ") for construction services for the Vogel Park Marine Facility Project (the "Project"); and

WHEREAS, electronic notices were posted on the Village's website and DemandStar, and one (1) bid was received by the December 8, 2023 deadline, with the one (1) bidder meeting the required criteria; and

WHEREAS, Dock & Marine Construction Corp (the "Contractor") was the sole and lowest, most responsive, and most responsible bidder, with a bid amount of $351,590.40; and

WHEREAS, pursuant to Section 36.25(D) of the Village Code of Ordinances (the "Code") and the Village Manager's recommendation, the Village Commission desires to award the ITB to the Contractor and authorize the Village Manager to execute a construction contract in substantially the form attached hereto as Exhibit "A" in an amount not to exceed not to exceed $457,067.52 (inclusive of a $105,477.12 or 30% contingency), consistent with the ITB and the Contractor's proposal; and

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

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

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

Section 2. Award. That the Village Commission hereby awards the ITB to the Contractor, as the lowest, most responsible, and most responsive bidder. This award, in

and of itself, does not vest Contractor with any contractual rights, absent entering an agreement with the Village.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to negotiate and execute a construction contract in substantially the form attached hereto as Exhibit "A" in an amount not to exceed not to exceed $457,067.52 (inclusive of a $105,477.12 or 30% contingency), consistent with the ITB and the Contractor's proposal, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in furtherance hereof.

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

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

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

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

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

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this "Contract") is made this _____ day of _____ _____, 2024 (the "Effective Date") by and between the NORTH BAY VILLAGE, FLORIDA, a Florida municipal corporation, (the "Village"), and [INSERT CONTRACTOR'S NAME], a [INSERT TYPE OF ENTITY] (the "Contractor").

WHEREAS, the Village issued Invitation to Bid No. 2023-007 (the "ITB") for construction of the Vogel Park Marine Facility (the "Project"), which ITB is incorporated herein by reference and made a part hereof as Exhibit "A"; and

WHEREAS, the Village's Project Consultant, EAC Consulting, Inc., has prepared design plans for the Project attached hereto as Exhibit "B"; and

WHEREAS, in response to the Village's ITB, the Contractor submitted a bid for the Project ("Bid"), which Bid is incorporated herein by reference and made a part hereof and includes the Price Submittal ("Pricing") attached hereto as Exhibit "C"; and

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

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

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

1. SCOPE OF WORK

1.1. Scope of Work. Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the "Work") including, without limitation as described in ITB No. 2023-007 attached hereto as Exhibit "A," the approved plans, drawings and/or specifications prepared by EAC Consulting, Inc. (the "Project Consultant") attached hereto as Exhibit "B" (the "Plans"), the Contractor's Bid attached hereto as Exhibit "C," and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

VOGEL PARK MARINE FACILITY

1.2. Pre-Construction Conference. Within fourteen (14) calendar days after this Contract is executed by both parties, and before any Work has commenced, a pre-construction conference will be held between the Village, the Contractor, and the Project Consultant. The Contractor must submit its project schedule and schedule of values, if applicable, prior to this conference.

1.3. Project Schedule. Contractor must submit a proposed Project Schedule as follows:

1.3.1. Schedule must identify the schedule for each location comprising the Project. The proposed Project schedule must be submitted within ten (10) calendar days from the date this Contract is executed by both parties for the review and approval of the Project Consultant or Village as applicable. This initial schedule shall establish the baseline schedule for the Project.

1.3.2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule tracked against the baseline must also be submitted upon execution of each Change Order that impacts the Contract Time. Failure to submit such schedules will result in the rejection of any submitted payment application.

1.3.3. All Project Schedules must be prepared in Microsoft Project or approved equal by the Village. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

1.4. Records.

1.4.1. As-Built Drawings. During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the Village and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all infrastructure, internal piping, and electrical/signal conduits in or below the concrete floor (indicating the size, depth, and voltage in each conduit). To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

1.4.1.1. Depths of various elements of foundation in relation to finish first floor datum.

1.4.1.2. All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc.

1.4.1.3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.

1.4.1.4. Field changes in dimensions and details.

1.4.1.5. Changes made by Project Consultant's written instructions or by Change Order.

1.4.1.6. Details not on original Contract Drawings.

1.4.1.7. Equipment, conduit, electrical panel locations.

1.4.1.8. Project Consultant's schedule changes according to Contractor's records and shop drawings.

1.4.1.9. Specifications and Addenda: Legibly mark each section to record:

1.4.1.9.1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.

1.4.1.9.2. Changes made by Project Consultant's written instructions or by Change Order.

1.4.1.10. Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.

1.4.1.10.1. As-built documents must be updated monthly as a condition precedent to payment. A final survey signed and sealed by a surveyor must be provided to the Village at no additional cost, including digital l (CAD and PDF) versions.

1.4.1.10.2. For construction of new building, or building additions, field improvements, and or roadway improvements, as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.

1.4.2. Record Set. Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, COs, RFIs, and field directives, as well as all written interpretations and clarifications issued by the Project Consultant, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from COs and/or field directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean, and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Consultant by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

1.4.3. Construction Photographs. Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the Village. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally. The photographs must be printed on 8" X 10" high resolution glossy commercial grade and weight color photographic print paper or in a format acceptable to the Village. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted through a file-sharing site (such as Dropbox) or on a CD-ROM or flash drive

clearly identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken. Initial set up prints will be submitted in a three-ring binder with each picture protected by a clear plastic sleeve. Subsequent prints are to be submitted in clear plastic sleeves that can be added to the binder. The three-ring binder must be of such size to be able to hold all print pictures.

1.5. Staging Site.

1.5.1. The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the Village.

1.5.2. The Village at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the Village, the Village assumes no responsibility or liability for the equipment or materials stored on the site, and the Contractor will be solely responsible for any loss, damage or theft to its equipment and materials. The Contractor must restore the site to its pre-existing condition prior to the Contractor's use of the site.

1.5.3. The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Contractor must have the prior written approval of the Village as to the use of any office trailer and the placement location for the office trailer. The Contractor must obtain all required permits from the appropriate regulatory agencies.

1.5.4. No parking is permitted at a Village provided staging site without the prior written approval of the Village.

1.6. Purchase and Delivery, Storage and Installation. All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, state (including FDOT), Miami-Dade County, and local laws, rules and regulations. No materials will be stored on-site without the prior written approval of the Village.

1.7. Approval of Subcontractors. For any scope of work that the Contractor will utilize a subcontractor, the Contractor may only retain or utilize the services of the particular subcontractor with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion. The Contractor shall provide at least fourteen (14) days notice to the Village Manager and the Project Consultant of its intent to retain or utilize a subcontractor.

1.8. Project Signage. Contractor must furnish and install two (2) Project signs at the Project Site in accordance with the requirements provided by the Project Consultant or the Village as applicable.

2. CONTRACT TIME

2.1. Contractor shall be instructed to commence the Work by written instructions in the form of

a Notice to Proceed providing a commencement date and issued by the Village Manager or designee. The Notice to Proceed will not be issued until Contractor's submission to Village of all required documents and after execution of this Contract.

2.2. Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the Work shall be substantially completed within 120 calendar days from the date specified in the Notice to Proceed ("Contract Time"). Substantial Completion shall be defined for this purpose as the date on which Village receives beneficial use of the Project. The Work shall be fully completed in accordance with the Contract Documents within 150 calendar days from the date specified in the Notice to Proceed ("Final Completion Time"). The Final Completion date is defined as the date determined by the Village when all Work, including punch list items, has been completed in accordance with the Contract Documents and Contractor has delivered to Village all documentation required herein.

2.3. Upon failure of Contractor to substantially complete the Work as defined in this Agreement within the Contract Time, Contractor shall pay to Village the sum of $500 for each calendar day after the expiration of the Contract Time that the Contractor fails to achieve Substantial Completion up until the date that the Contractor achieves Substantial Completion. Upon failure of Contractor to fully complete the Work and achieve Final Completion within the Final Completion Time, Contractor shall pay to Village the sum of $1,000 for each calendar day after expiration of the Final Completion Time that the Contractor fails to achieve Final Completion up until the date that the Contractor achieves Final Completion. These amounts are not penalties but are liquidated damages payable by Contractor to Village for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by Village as a consequence of Contractor's delay and failure of Contractor to complete the Work on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

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

3. CONTRACT PRICE AND PAYMENT PROCEDURES

3.1. Guaranteed Maximum Price. The Village shall pay the Contractor an amount not to exceed $_____ for the performance of the Work in accordance with the line items and unit prices included in Exhibit "C" (the "Contract Price"). The Contract Price shall be full compensation for all services, labor, materials, equipment, and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law. The Contract Price shall include all applicable sales taxes as required by law.

3.2. Schedule of Values. The Contractor must submit two copies of schedule of values within ten (10) calendar days from the date this Contract is executed by both parties. The schedule of values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit must be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the items. The Project Consultant or Village as applicable may require further breakdown after review of the Contractor's submittal. The Village reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the schedule of values. The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract. The accepted Schedule of Values must be incorporated into the Contractor's payment application form. The Contractor guarantees that each individual line item contained in the schedule of values submitted as part of a competitive solicitation shall not be increased without written approval by the Village Manager.

3.3. Payment Application Procedures. Village shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the Village shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month to the Project Consultant. Progress payments shall be made in an amount equal to the percentage of Work completed as determined by the Village or Village's Project Consultant, but, in each case, less the aggregate of payments previously made and less such amounts as Village shall determine or Village may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Values, if any. The Contractor agrees that five percent (5%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by Village until final completion and acceptance of the Work by Village. In the event there is a dispute between Contractor and Village concerning a Pay Application, dispute resolution procedures shall be conducted by Village commencing within 45 days of receipt of the disputed Payment Application. The Village shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

3.4. Progress Payment Applications. Each progress payment application submitted to the Village must include:

3.4.1. A sworn and certified progress payment affidavit indicating that all laborers, material suppliers, and subcontractors dealing with the Contractor were paid in full as it relates to all Work performed up to the time of the request for payment;

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3.4.2. Partial conditional releases or waivers of lien by the Contractor, material suppliers, subcontractors, and any lienors serving a Notice to the Village and evidence of proof of payment of any indebtedness incurred with respect to the Work of the Contractor as may be required by the Village;

3.4.3. Evidence that all Work was fully performed as required by the Contract Documents up to the time of the request for payment and that the Work was inspected and accepted by the Village and any other governmental authorities required to inspect the Work; and

3.4.4. An updated Project schedule, including a two-week look-ahead schedule, as approved in writing by the Village Manager.

3.4.5. All Buy-Out Savings, including supporting documentation relating to the calculation of the Buy-Out Savings.

3.5. Final Payment. Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the Village, and upon receipt of consent by any surety, Village shall pay the remainder of the Contract Price (including Retainage) as recommended by the Village's Project Consultant and Building Official. Final payment is contingent upon receipt by Village from Contractor of:

3.5.1. An affidavit that payrolls, bills for materials, equipment, and other indebtedness were paid in full as it relates to all Work performed under this Contract;

3.5.2. A certificate evidencing that insurance required by the Contract Documents shall remain in effect after final payment is made;

3.5.3. A written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents;

3.5.4. Documentation of any special warranties, including, but not limited to, any manufactures' warranties or specific subcontractor warranties;

3.5.5. Evidence that all Punch List items have been fully completed to the satisfaction of the Village;

3.5.6. All previously undelivered manufacturer and subcontractor guarantees, warranties, and manuals and documents required by the Contract Documents;

3.5.7. Final releases of lien, waivers of claim, satisfactions of liens or claims, and such other affidavits as may be reasonably required by the Village to assure a lien-free and claim-free completion of the Work;

3.5.8. Evidence that the Contractor has fully cleaned and restored the site, including removal of all rubbish and debris;

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3.5.9. At least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work;

3.5.10. .Such other documents necessary to show that the Contractor has complied with all other requirements of the Contract Documents; and

3.5.11. Cost Savings, including supporting documentation used to calculate the Cost Savings.

3.6. Payment Withholding. The Village may withhold any payment, including a final payment, for application to such extent as may be necessary, as determined by the Village's Project Consultant, to protect the Village from loss for which the Contractor is responsible in the event that:

3.6.1. The Contractor performs defective Work and such Work has not been corrected, provided that the amount withheld shall be limited to the amount sufficient to cover such defective Work;

3.6.2. A third-party files a claim or lien in connection with the Work or this Contract;

3.6.3. The Contractor fails to make payments properly to subcontractors or suppliers for labor, materials, or equipment which has been paid by the Village, provided that the amount withheld shall be limited to the amount sufficient to cover such payments to subcontractors or suppliers for labor, materials, or equipment;

3.6.4. The Village has reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

3.6.5. The Contractor, its employees, subcontractors, or agents have damaged the Village;

3.6.6. The Village has reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay;

3.6.7. The Contractor has failed to progress the Work satisfactorily and/or according to the Contract Schedule;

3.6.8. The Contractor has failed to carry out the Work in accordance with the Contract Documents;

3.6.9. The Contractor has failed to provide requisite releases of lien for each payment application in accordance with the Contract Documents; and/or

3.6.10. Any other failure to perform a material obligation contained in the Contract Documents.

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3.7. No Waiver of Village Rights. The payment of any Application for Payment by the Village, including the final request for payment, does not constitute approval or acceptance by the Village of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Village 's rights hereunder or at law or in equity.

3.8. Payment to Sub-Contractors; Certification of Payment to Subcontractors. The term "subcontractor," as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the Village. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the Village.

3.9. Cost Savings and Value Engineering.

3.9.1. Cost Savings. In the event the Contractor rebids or renegotiates with any subcontractor to reduce subcontractor costs for the performance of the Work, then the difference between (i) the sum of the subcontractor costs used to establish the Contract Price, as set forth in the Schedule of Values, and (ii) the sum of the revised subcontractor costs, including any early payment or similar discounts (the "Cost Savings"), shall revert to the Village. The Contract Price shall be adjusted in accordance with any Cost Savings through a Change and the Schedule of Values shall also be revised to reflect the new Contract Price.

3.9.2. Value Engineering. Contractor shall participate in Value Engineering the Contract Documents with the Village and the Architect with the goal of finding acceptable means for reducing the cost of the Work. Upon acceptance by the Village of recommendation for Value Engineering, the Contract Documents shall be modified to reflect such changes. All savings in connection with Value Engineering of the Work shall revert to Village.

4. CONTRACT DOCUMENTS

4.1. The Contract Documents, which comprise the entire agreement between the Village and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), ITB No. 2023-007 attached hereto as Exhibit "A" and any other Bidding Documents or procurement documents for the Project, the Plans prepared by the Project Consultant attached hereto as Exhibit "B" (the "Plans"), the Contractor's Bid (including the Schedule of Bid Items-Pricing) attached hereto as Exhibit "C," the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project.

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

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

4.4. 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 Base 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 Work shall apply:

4.4.1. First Priority: Change Orders with later date taking precedence;

4.4.2. Second Priority: This Base Agreement;

4.4.3. Third Priority: Exhibit "B," the Plans prepared by the Project Consultant;

4.4.4. Fourth Priority: Exhibit "A," ITB No. 2023-007;

4.4.5. Fifth Priority: Exhibit "C," the Bid; and

4.4.6. Sixth Priority: Contract Documents, excluding this Base Agreement and Exhibits listed in this Section.

5. INDEMNIFICATION

5.1. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Village, its officers, agents, consultants, and employees, from and against any and all demands, claims, losses, expenses, suits, liabilities, causes of action, judgment or damages, including but not limited to legal fees and costs and through appeal, arising out of, related to, resulting from, or in any way connected with Contractor's negligence, recklessness, or intentional misconduct in the Contractor's performance or non-performance of this Contract, Contractor's obligations, or the Work related to the Contract, including but not limited to by reason of any damage to property, or bodily injury or death incurred or sustained by any person, or to injury to or destruction of tangible property or any other property (other than the Work itself) including the loss of use resulting therefrom, caused in whole or in part by any willful, wanton, or negligent, or grossly negligent acts or omissions of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by applicable law and regardless of the negligence of any such party.. Additionally, the Contractor shall defend, indemnify, and hold the Village harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any other employment related litigation or worker's compensation claims under federal, state, or local law.

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5.2. The provisions of this section shall survive termination of this Contract.

6. INSURANCE AND BONDS

6.1. Insurance.

6.1.1. Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by Village and prior to commencing any Work. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

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

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

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

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

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

6.1.1.3. Business Automobile Liability with minimum limits of $1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

6.1.1.4. Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Village and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief. If Builder's Risk insurance is not required for this Project, the Village shall select this box: ☐.

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

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

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

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

6.1.3. The provisions of this section shall survive termination of this Contract.

6.2. Bonds. Prior to performing any portion of the Work the Contractor shall deliver to Village the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by Village and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to Village As authorized by Section 255.05(1)(a), Florida Statutes, if this Project is exempt from posting of a payment and performance bond, the Village shall select this box: ☐.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

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

7.1.1. Contractor represents the following:

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

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

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

7.1.1.4. Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the Village does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

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

7.1.1.6. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.1.1.7. Contractor has given Village written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Village is acceptable to Contactor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.1.8. The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Village, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.2. <u>No recovery for changed market conditions.</u>

7.2.1. In entering into the Contract, Contractor represents and warrants that it has accounted for any and all inflation-related events, recession, labor or material shortages, supply chain disruptions, delivery lead time, or price increases that may be caused by local

and or national conditions, whether known or unknown at the time of entering into the Contract (the "Market Conditions"). Contractor further specifically represents and warrants that it has considered all impacts and potential impacts, including any current and future supply chain disruptions and labor shortages, associated with the following events: (1) worldwide pandemics including, but not limited to, COVID-19 and Monkey Pox (the "Pandemics") and (2) the current military conflict involving Russia and the Ukraine (the "Ukraine Military Conflict"). Contractor also represents and warrants that in determining time requirements for procurement, installation, and construction completion, Contractor has taken into account the impacts of Market Conditions, the Pandemics, and the Ukraine Military Conflict, and has included all of those factors in the Construction Schedule and Contract Sum.

7.2.2. Contractor shall not seek any price increases or time extensions relating to or arising from the impacts of any Market Conditions, the Pandemics or Ukraine Military Conflict.

7.2.3. The Village shall not make any adjustment in the Contract Sum or grant an extension to the Contract Time in connection with any failure by the Contractor to comply with the requirements of this Section.

7.3. Contractor warrants the following:

7.3.1. Anti-Discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

7.3.2. Anti-Kickback. Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Village has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the Village shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.3.3. Licensing. Contractor represents that it is a properly qualified and licensed contractor in good standing within the jurisdiction within which the Project is located. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses from the federal, state, Miami-Dade County, Village, or other governmental or regulatory entity. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses required for this Project, including Village building permits. Prior to commencement of the Work, the Contractor shall provide the Village with copies of all required licenses.

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7.3.4. Permits. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required permits from the federal, state, Miami-Dade County, Village, or other governmental or regulatory entity with jurisdiction over the site that are necessary to perform the Work. Contractor acknowledges that it is the obligation of Contractor to obtain all permits required for this Project, including Village building permits. Prior to commencement of the Work, the Contractor shall provide the Village with copies of all required permits. Village building permit fees may be waived for this Project. If permits are required by any other governing body or agency, the Contractor shall be obligated to pay the fees.

7.4. Defective Work; Warranty and Guarantee.

7.4.1. Village shall have the authority to reject or disapprove Work which the Village finds to be defective. If required by the Village, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

7.4.2. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Village or its designee, Village shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by Village in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Village may declare Contractor in default.

7.4.3. The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of three (3) years from the date of Substantial Completion. If, within three (3) years after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Village, shall promptly correct such defective or nonconforming Work within the time specified by Village without cost to Village. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the Village prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to Village all material and equipment warranties upon completion of the Work hereunder.

7.4.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

8. DEFAULT, TERMINATION, AND SUSPENSION; REMEDIES

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8.1. Termination for Cause. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work within the Contract Time or Final Completion Time as specified in Section 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Village may, upon seven (7) days after sending Contractor a written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by Village, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Village shall exceed monies due Contractor from Village, Contractor shall be liable and shall pay to Village the amount of said excess promptly upon demand therefore by Village. In the event it is adjudicated that Village was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by Village for convenience as described below.

8.2. Termination for Convenience. This Contract may be terminated by the Village for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the Village. In such event, the Contractor shall promptly submit to the Village its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

8.3. Suspension of Contract. This Contract may be suspended for convenience by the Village upon seven (7) calendar days' written notice to the Contractor or immediately if suspended in connection with a local or state declaration of emergency. Suspension of the Work will entitle the Contractor to additional Contract Time as a non-compensable, excusable delay.

8.4. Termination Due to Lack of Funding. This Contract is subject to the conditions precedent that: (i) Village funds are available, appropriated, and budgeted for the Work, the Project, and/or Contract Price; (ii) the Village secures and obtains any necessary proceeds, grants, and/or loans for the accomplishment of the Work and/or the Project pursuant to any borrowing legislation adopted by the Village Council relative to the Project; and (iii) Village Council enacts legislation which awards and authorizes the execution of this Contract if such is required.

8.5. No Damages for Delay. No claim for damages or any claim, other than for an extension of time shall be made or asserted against Village by reason of any delays. Contractor shall not be

entitled to an increase in the Contract Price or payment or compensation of any kind from Village for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by Village. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay.

8.6. Waiver of Consequential Damages. Contractor assumes all risks for the following items, none of which shall be the subject of any Change Order or Claim and none of which shall be compensated for except as they may have been included in the Contractor's Contract Price as provided in the Contract Documents: Loss of any anticipated profits, loss of bonding capaVillage or capability losses, loss of business opportunities, loss of productivity on this or any other project, loss of interest income on funds not paid, inefficiencies, costs to prepare a bid, cost to prepare a quote for a change in the Work, costs to prepare, negotiate or prosecute Claims, and loss of projects not bid upon, or any other indirect and consequential costs not listed herein. No compensation shall be made for loss of anticipated profits from any deleted Work.

8.7. Litigation of Claims. Mediation shall not be required before either party may proceed to litigation.

8.8. Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

9. CHANGES IN THE WORK

9.1. Change Orders.

9.1.1. Without invalidating the Contract Documents, and without notice to any Surety, the Village reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Village. The Village reserves the right to order changes, which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a change order ("CO") approved in advance, and issued in accordance with provisions of the Contract Documents.

9.1.2. For Contractor initiated change orders, the Contractor is required to provide the Project Consultant with a detailed Request for Change Order ("RCO") in a form approved by the Village, which must include the requested revisions to the Contract, including, but not limited to, adjustments in the Contract Price and/or Contract Time. The Contractor must provide sufficient supporting documentation to demonstrate the reasonableness of the RCO. The Village may require Contractor to provide additional data including, but not limited to, a cost breakdown of material costs, labor costs, labor rates by trade, work classifications,

and overhead rates to support the RCO. If applicable, the RCO must include any schedule revisions accompanied by an explanation of the cost impact of the proposed change. Failure to include schedule revisions in an RCO will be deemed as the Contractor's acknowledgement that the changes included in an RCO will not affect the project schedule.

9.1.3. Any modifications to the Contract Work, Contract Time, or Contract Price, must be effectuated through a written CO executed by both parties and, if required by the Village Code of Ordinances, approved by the Village Council.

9.1.4. In the event a satisfactory adjustment cannot be reached, and a CO has not been issued, given that time is of the essence, the Village reserves the right, at its sole option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work at the unit prices provided in the Contract Documents. Where the Village directs the Contractor to proceed on a time and materials basis, the Village shall impose a maximum not-to-exceed amount and the Contractor must maintain detailed records of all labor and material costs including but not limited to payroll records and material receipts. Contractor must demonstrate its costs with sufficient evidence to be entitled to compensation from the Village.

9.2. Continuing the Work. Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Village, including disputes or disagreements concerning an RCO. Contractor shall not delay any Work pending resolution of any disputes or disagreements.

10. MISCELLANEOUS

10.1. No Assignment. Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Village Manager.

10.2. Contractor's Responsibility for Damages and Accidents.

10.2.1. Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by Village and shall promptly repair any damage done from any cause.

10.2.2. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Village, Contractor shall replace same without cost to Village.

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

10.4. Waiver of Jury Trial. VILLAGE AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT

OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

10.5. Prevailing Party; Attorneys' Fees. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, expenses, paralegals' fees, experts' fees and attorneys' fees including, but not limited to, court costs and other expenses through all trial and appellate levels. In addition, the prevailing party shall be entitled to recover from the non-prevailing party all litigation costs associated with discovery, processing, management, hosting, and production of electronically stored information (ESI).

10.6. Compliance with Laws. The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

10.7. Examination and Retention of Contractor's Records.

10.7.1. The Village or any of its duly authorized representatives shall, for five (5) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

10.7.2. The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of Village providing for retention and audit of records.

10.7.3. The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

10.7.4. The Village may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the Village Manager or designees to any Records pertaining to work performed under this Contact that are subject to the provisions of Chapter 119, Florida Statutes.

10.8. Authorized Representative.

10.8.1. Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative ("Authorized Representative") acceptable to Village to represent and act for Contractor and shall inform Village, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep Village informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices,

determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

10.8.2. The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the Village. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the Village, Contractor shall replace the unacceptable personnel with personnel acceptable to the Village.

10.9. Taxes. Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the Village harmless from any liability on account of any and all such taxes, levies, duties and assessments.

10.10. Utilities. Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to Village. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

10.11. Safety. Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property and in full compliance with Occupational Safety and Health Act requirements and all other similar applicable safety laws or codes. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. Village shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

10.12. Cleaning Up. Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by Village at Contractor's expense.

10.13. Liens. Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, Village shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, Village shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Village 's reasonable attorneys' fees and costs incurred in connection therewith.

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

10.15. Independent Contractor. The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

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

10.17. Ownership and Access to Records and Audits.

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

10.17.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Contract. The Village Manager or her designee shall, during the term of this Contract and for a period of five

(5) years from the date of termination of this Contract, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract, and following completion of the Contract until the records are transferred to the Village.

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

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

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

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

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

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

10.18. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in

E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

11. SPECIAL CONDITIONS

The following provisions in this Section 10 supersede any other provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific:

11.1. Unsatisfactory Personnel.

11.1.1. Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

11.1.2. The Village may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Village within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Village will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

11.2. Hours of Work. Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the Village or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the Village Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the Village.

11.3. Maintenance of Traffic. Whenever required by the scope of Work, by federal, state, or local law, or requested by the Village to protect the public health, safety, and welfare, a Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devises for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the Village with a proposed MOT plan for

review. The Village may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks. Failure to provide an MOT plan may result in the issuance of a stop work order. The Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan.

11.4. Royalties and Patents. All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

11.5. Substitutions. Substitution of any specified material or equipment requires the prior written acceptance of the Project Consultant. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Consultant to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's responsibility to meet the requirements of the Contract Documents. The Village may require an adjustment in price based on any proposed substitution.

11.6. Severe Weather Preparedness. During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the Village, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Village has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.

11.7. American Rescue Plan Act Contract Conditions. The Contractor acknowledges that the Work may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the Village pursuant to the American Rescue Plan Act ("ARPA"). Towards that end, the Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by ARPA, as further detailed in the ARPA Contract Conditions. If compliance with the ARPA Addendum is required, the Village shall select this box: ☐.

11.8. Grant Funding. The Contractor acknowledges that the Work may be fully or partially funded utilizing funds from the grants listed below (each a "Grant"). Accordingly, the Contractor warrants and represents that it has reviewed the terms and conditions for each Grant and will perform the Work in accordance with the terms and conditions of the Grant. If the Work will be funded utilizing Grant funds, the Village shall select this box: ☒.

Grant Title	Grant Agreement Exhibit
FIND Grant – Vogel Park Boating Access Phase II	EXHIBIT J

DRAFT

11.9. DBE Contract Assurance.

11.9.1. The Village affirms it has encouraged women-owned, minority-owned, and disadvantaged businesses of the Project and be responsive to the opportunity of the award of this Contract.

11.9.2. Contractor, or any subcontractor performing Work under this Contract, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFE Part 26 in the award and administration of this Contract. 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 Village deems appropriate.

11.10. Scrutinized Companies.

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

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

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

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

DRAFT

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

NORTH BAY VILLAGE

By: _____
Dr. Ralph Rosado, AICP
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

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

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

CONTRACTOR

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:

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

With a copy to:

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

DRAFT

E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:	Signed, sealed and delivered by:
_____	_____
Witness #1 Print Name: _____	Print Name: _____
_____	Title: _____
Witness #2 Print Name: _____	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

NOTICE TO PROCEED

Dated: _____, 20____

To: _____
_____
_____

Project Name:

You are hereby notified that the Contract Times under the above Contract will commence to run on _____, 20____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 2 of the Contract, the dates of Substantial Completion and completion and readiness for final payment are _____, 20____ and _____, 20____, ____/____ days respectively.

Before you may start any Work at the site, Article 6 provides that you must deliver to the Village (_____ check here if applicable, with copies to _____ and other identified additional insureds) Certificates of Insurance in accordance with the Contract Documents.

In addition, before you may start any Work at the site, you must: (add any additional requirements)
_____
_____

NORTH BAY VILLAGE

By: _____
Dr. Ralph Rosado, Ph.D., AICP
Village Manager

ACCEPTANCE OF NOTICE TO PROCEED

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

SAMPLE

INVITATION TO BID (ITB)

ITB NO. 2023-007

PROJECT NAME:
VOGEL PARK MARINE FACILITY

FOR NORTH BAY VILLAGE, FLORIDA

PURCHASING DEPARTMENT
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida, 33141
Telephone (305) 756-7171
Email aatkinson@nbvillage.com

NOTICE OF

INVITATION TO BID

Bid documents must be submitted electronically through www.DemandStar.com and responding no later than the designated deadline date and time. A Bidder's failure to submit as required before the deadline shall cause their bid to be disqualified. Under no circumstances shall bids delivered to or received by the Village or DemandStar after the Due Date and Time be accepted or considered. Late bids will be retained unopened.

Solicitation Documents may be obtained by registering with www.DemandStar.com or from the Bid/RFP Website: https://northbayvillage-fl.gov/bids-rfps/.

Bidders who obtain solicitation documents from any other source are cautioned that the solicitation package may be incomplete. Furthermore, all addenda issued will be posted and disseminated by DemandStar to planholders/members.

The following meeting dates are subject to change according to the needs of the Village.

ITB Number:	2023-007
ITB Name:	Vogel Park Marine Facility
ITB Publish Date:	October 20, 2023
Mandatory Prebid/Site Visit:	VIA ZOOM w/Site Visit, November 3, 2023, at 10:30 a.m. EST Meeting ID: 824 5906 5123 Passcode: 129383
Written Questions Deadline:	November 28, 2023, at 5:00 p.m. EST
ITB Closing Date/Time:	**December 8, 2023, By No Later Than 2:00 p.m. EST**
Anticipated Award Date	January 9, 2024
Contact Information:	Email: aatkinson@nbvillage.com
Email Notifications:	Start all email subject lines with the ITB number for faster recognition.
Submittal Requirements:	Submit bid by completing and returning all required documents. All submittals must be electronic and contained in one (1) file. Under no circumstances shall bids delivered to or received by DemandStar after the Due Date and Time be accepted or considered. Late proposals will be retained unopened. It is the sole responsibility of the Bidder to assure that their submittal is uploaded to www.DemandStar.com on or before the Due Date and Time. The Village shall in no way whatsoever be responsible for any delays caused by any power outages, or internet failures. No exceptions will be made.
Submit Bid to::	Bidder shall submit their bid indicating Bidder's name and Project Name, ITB Number, and time and date of the ITB opening. Bids shall be submitted electronically through www.DemandStar.com.
ITB Scope of Work:	North Bay Village, Florida (hereinafter referred to as the "Village") is seeking bids from qualified firms for **Vogel Park Marine Facility.**

Bidders may not withdraw their bid submittal for a period of ninety (90) calendar days after the day set for the opening of bids.

The Village reserves the right to waive any informalities or irregularities, reject any and all bids that are incomplete, conditional, non-responsive, or which contain additions not allowed for; to reject any or all bids in whole or in part with or without cause; to award in whole or in part to one or more Bidders, and to accept the bid which best serves the Village.

SCHEDULE OF PROCUREMENT EVENTS

Event	Date	Time EST
ITB Available on DemandStar www.DemandStar.com and www.northbayvillage-fl.gov	Friday, October 20, 2023	TBD
Mandatory Pre-Bid Site Visit/Conference Meeting ID: 824 5906 5123 Password: 129383	Friday, November 3, 2023	10:30 AM
Deadline for Written Questions To be sent to aatkinson@nbvillage.com	Tuesday, November 28, 2023	5:00 PM
Village Response to Written Questions www.DemandStar.com and www.northbayvillage-fl.gov	Friday, December 1, 2023	5:00 PM
Deadline for Electronic Submittal through www.DemandStar.com	Friday, December 8, 2023	2:00 PM
Electronic Proposal Opening through Zoom. Meeting ID: 889 5384 1888 Password: 415497	Friday, December 8, 2023	2:00 PM
To be Approved by Village Commission	Tuesday, January 9, 2024	6:30 PM
Notice of Intent to Award to be Posted on www.DemandStar.com and www.northbayvillage-fl.gov	*TBD	TBD
Contract Sent to Vendor	*TBD	TBD
Notice to Proceed	*TBD	TBD

*These dates are tentative and subject to change.

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that North Bay Village is soliciting bids from interested parties and/or firms in response to this Invitation to Bid ("ITB") for the **"VOGEL PARK MARINE FACILITY"**.

The Bids shall be clearly titled "**ITB# 2023-007 – VOGEL PARK MARINE FACILITY".**

All bids shall be:

- Submitted electronically via WWW.DEMANDSTAR.COM
- No later than Friday, December 8, 2023, by 2:00 p.m.

Mandatory Pre-Proposal Meeting via Zoom, with Site Visit to follow located at Vogel Park, on Friday, November 3, 2023, at 10:30 a.m.

- Meeting ID: 824 5906 5123
- Password: 129383

All bids shall open publicly via Zoom on Friday, December 8, 2023, at 2:00 p.m.

- Meeting ID: 889 5384 1888
- Password: 415497

The amount of each bid and each bid item, if appropriate, and such other relevant information shall be recorded, and the record and each bid shall be open to public inspection. Late submittals shall not be accepted or considered.

Bidder shall submit their bid indicating Bidder's name and Project Name, ITB Number, and time and date of the ITB opening. Bids shall be submitted electronically through www.DemandStar.com. Failure to comply shall deem submittal as nonresponsive.

The Village reserves the right to accept any proposal deemed to be in the best interest of the Village or to waive any informality in any submittal. The Village may reject any or all submittals and re-advertise. A copy of the complete bid may be obtained from the North Bay Village website, https://northbayvillage-fl.gov/bids-rfps/, or by clicking on the Village Clerk link under Village Departments. Select the "Bids" icon.

All questions or comments should be directed to the following email: aatkinson@nbvillage.com. Inquiries must reference **"ITB# 2023-007 – VOGEL PARK MARINE FACILITY"** in the subject line. Deadline to submit written questions is Tuesday, November 28, 2023, at 5:00 p.m.

Pursuant to Section 38.18 of the Village Code, "Ethics Ordinance", a Cone of Silence is hereby imposed whereby any communications between any potential bidder, service provider, lobbyist or consultant and the Village's staff and elected officials pertaining to this RFQ are prohibited.

The Village reserves the right to delay or modify scheduled dates and will notify proposers of all changes in scheduled dates.

Publish Date: October 20, 2023.

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SECTION I

DEFINITIONS, ABBREVIATIONS, & ACRONYMS

Wherever used in the Contract Documents the following terms have the meanings indicated in the industry which are applicable to both the singular and plural thereof:

1.1. **Acceptance:** By the VILLAGE'S PROJECT MANAGER of the Work as being fully complete in accordance with the Contract Documents.

1.2. **Addenda:** Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Requirements or the Contract

1.3. **Application for Payment:** The form accepted by the CONSULTANT which is to be used by CONTRACTOR to request progress payments or final payment and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4. **Bid:** The formal firm price offer of the BIDDER submitted on the prescribed form setting forth the prices for the WORK in response to the Invitation to Bid.

1.5. **Bidder:** Any person, firm or corporation submitting a Bid for the Work directly to the VILLAGE. As used in this Invitation to Bid, the words proposer and contractor may be used interchangeably to mean Bidder.

1.6. **Bid Documents:** Includes the Invitation to Bid, Instructions to Bidders, Bid Form, and proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

1.7. **Bonds:** Bid security/guarantee, performance, and payment bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

1.8. **Cable:** An assembly of one or more insulated conductors or optical fibers, within an enveloping sheath

1.9. **Change Order:** A written order to the CONTRACTOR executed by the VILLAGE, CONSULTANT, and CONTRACTOR authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Contract.

1.10.**Consultant/Engineer of Record:** The Architect or Engineer, also referred to as **EOR (Engineer or Record)**, firm or corporation named as such in the Contract Documents that acts as the Village's authorized agent within the scope of work entrusted to them by the Village.

1.11. **Consultant's Representative:** An authorized representative of the Consultant assigned to observe the work performed and materials furnished by the CONTRACTOR.

1.12. **Contract:** The written agreement between VILLAGE and CONTRACTOR covering the WORK to be performed.

1.13. **Contract Documents:** The Contract Documents establish the rights and obligations of the parties. The Notice of Tentative Award, including the contract is directed for signature as acceptance of offer by the Contractor, prior to Commission approval for award. Once approved, a notice of award requesting the bonds and insurance are requested. The executed contract documents, including exhibits (solicitation/submittal), bonds, and insurance are provided to the Contractor. CONSULTANT'S written interpretations and clarifications issued on or after the Effective Date of the Contract.

Please review Section VIII, Sample Contract, and note any objections, or revisions that would be required within the submittal. Should no revisions be noted, the Contractor agrees that the terms and conditions of agreement are acceptable. The proposed Agreement does not authorize the performance of any work.

Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by VILLAGE to CONTRACTOR are not Contract Documents.

1.14.**Contract Price:** The total monies payable by the VILLAGE to the CONTRACTOR under the terms and conditions of the Contract Document.

1.15. **Contract Time:** The number or numbers of successive days or dates stated in the Contract Documents for the completion of the WORK.

1.16.**CONTRACTOR:** The individual, partnership, corporation, joint-venture, or other legal entity with whom the VILLAGE has entered into the Contract. Can be used interchangeably with the term bidder and / or vendor.

1.17. **Day:** A calendar day of 24 hours measured from midnight to the next midnight.

1.18. **Defective Work:** WORK that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or WORK that has been damaged prior to the CONSULTANT'S recommendation of final payment.

1.19. **Village:** North Bay Village, Florida, a Florida Municipality, its authorized and legal representatives, the public entity with whom the Contractor has entered into the Contract and for whom the WORK is to be provided. A political subdivision, Incorporated Village within Miami-Dade County of the State of Florida, who's governing body is a Village Commission consisting of a Mayor, Vice Mayor and three Village Commission members.

1.20. **Village Representative:** The person or persons designated by the VILLAGE'S PROJECT MANAGER. The VILLAGES PROJECT MANAGER. This may include the CONSULTANT/EOR.

1.21. DP: Dead pairs: Unused copper pairs terminating within splice case, but without being splices to outgoing cable.

1.22. Drawings: The drawings, plans, maps, profiles, diagrams, and other graphic representations which show character, location, nature, extent and scope of the WORK, which have been prepared or approved by CONSULTANT and are included and/or referred to in the Contract Documents. Shop Drawings are not Drawings as so defined.

1.19. **Effective Date of the Contract:** The date indicated in the Contract, but if no such date is indicated it means the date on which the Contract is signed by the last of the two parties to sign the Contract.

1.20. **Field Order:** A written order issued by the VILLAGE'S PROJECT MANAGER or by the CONSULTANT which clarifies or interprets the Contract Documents in accordance with Article 9.4 or orders minor changes in the Work in accordance with Article 10.1 of Supplementary Conditions

1.21.**GEC:** Grounding electrode conductor: Conductor used to connect grounding electrode to equipment grounding conductor, or to grounded conductor of circuit at service equipment, or at source of separately derived system.

1.22.**GP:** Grounding electrode: Conductor (rod, pipe or plate or group of conductors) in direct contact with earth for purpose of providing low-impedance connection to earth.

1.23. **General Requirements:** See Special Conditions and Division 1 of the Technical Specifications.

1.24.**Hand box:** rectangular or square underground pathway element similar to small maintenance hole, which cannot be fully entered, that allows for pulling point or splice point in power, security or communications pathway.

1.25.**Hand hole:** A round underground pathway element similar to a hand box, which cannot be fully entered, that allows for a pulling point in a pathway.

1.26.**ICP:** Inside Cable Plant: Part of Information Transport System running within buildings. ICP elements include workstation outlet assembly, cabling to the workstation from network rooms, backbone cabling within building, backbone cabling running between physically contiguous buildings, network racks and hardware (routers, switches, hubs, firewalls, etc.), patch panels, punch blocks, fiber distribution panels, patch cords, and cross-connect cables/wires.

1.27.**Identifier:** An item of information that links a specific element of the Information Transport System infrastructure with its corresponding record.

1.28.**Infrastructure (Information Transport System):** A collection of those Information Transport System components, excluding equipment, that together provides the basic support for the distribution of all information within a building or campus.

1.29. **Irregular Bids:** Irregular Bids are defined as those containing serious omissions, unauthorized alternative Bids, incomplete Bids or unbalanced Bids.

1.30.**ITS:** Information Transport System: Copper cabling or optical fiber for transmission of information on Village property. Transmission includes data, video, voice, fire alarm, security, access control, and other low-voltage networks. Information Transport System is not limited to Village-owned cabling, but includes copper and optical fiber, and equipment owned by outside providers carrying Village's information. Pathways are not limited by the Village's ownership but include those owned by any third party. Information Transport System may be referred to as "the network" within project documents.

1.31.**Laws and Regulations:** Laws, rules, codes, regulations, ordinances and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.

1.32.**Linkage:** A connection between a record and an identifier or between records.

1.33.**Maintenance (man) holes:** Underground pathway element large enough for person to fully enter work, used to provide access to underground cable to pull, splice, and maintain.

1.34.**Media (Information Transport System):** Wire, cable, or conductors used for Information Transport System.

1.35. **Notice to Proceed:** The written notice issued by the DISTRICT, or its agents, to the CONTRACTOR authorizing the CONTRACTOR to proceed with the WORK and establishing the date of commencement of the Contract Time and the date the Contract WORK is to be completed.

1.36. **Notice of Tentative (or Intent) Award:** The official written notice by the VILLAGE to the apparent successful BIDDER giving authorization to enter into an agreement, stating that upon compliance and Commission approval with the condition's precedent enumerated therein within the time specified, and receipt of accepted offer.

1.37.**OB:** Outlet box: Metallic or nonmetallic box used to hold Information Transport System outlets/connectors or transition devices

1.38.**OCP:** Outside Cable Plant: Part of Information Transport System running between buildings, from building to definable exterior point, between definable exterior points, or from non-Village source to Village building or definable exterior point. OCP includes termination punch blocks, fiber distribution panels, interior splices for outside to inside optical fiber transition, and other initial device into which outside cable attaches. OCP does not include backbone cable running between physically contiguous buildings unless cabling enters OSP pathway element (e.g., OSP conduits, maintenance holes, etc.). OCP includes underground cabling and aerial cabling.

1.39.**Outlet (Connector) (Information Transport System):** Connecting device in work area on which horizontal cable or outlet cable terminates.

1.40.**Partial Utilization:** Placing a portion of the WORK in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the WORK.

1.41.Pathway: Facility for the placement of Information Transport System cable.

1.42. **Project:** The total construction of which the WORK to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

1.43.**Record:** Collection of detailed information related to specific element of Information Transport System infrastructure

1.44.**Report:** Presentation of collection of information from various records.

1.45. **Resident Project Representative (RPR):** The authorized representative of the CONSULTANT who is assigned to the Site or any part thereof.

1.46. **Responsible Bidder, Offeror, Quoter, Or Respondent means** an individual or business which has submitted a bid, offer, proposal, quotation, or response, which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will give reasonable assurance of good faith and performance.

1.47. **Responsive Bidder, Offeror, Quoter, Or Respondent, Vendor, Contractor** means an individual or business which has submitted a bid, offer, proposal, quotation or response, which conforms in all material respects to the solicitation, including, but not limited to compliance with any requirements contained within the solicitation.

1.48. **Shop Drawings:** All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by or for the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents. Shop Drawings are not part of the Contract Documents and failure of the CONSULTANT or any of his representatives to take exception to any product, material, system or installation depicted on Shop Drawings that are not in conformance with the

requirements of the Contract Documents shall not constitute a Field Order or Change Order or any other Modification of the Contract Documents, and shall not relieve the CONTRACTOR from complying with any portion of the Contract Documents.

1.53. **Safety Data Sheet:** The manufacturer, importer, or distributor of a toxic substance will provide a safety data sheet with his/her offer.

1.54. **Safety Precautions:** The Contractor shall be responsible for the provision of adequate and proper safety precautions for the workmen and all persons in or around the work area.
1.55.**Space (Information Transport System):** Area used for housing installation and termination of Information Transport System equipment and cable, e.g., equipment rooms, network rooms, work areas, and maintenance holes/hand boxes/handholes.

1.56. **Special Conditions:** When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract. Special Conditions take precedent over the General Conditions.

1.57. **Specifications:** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the WORK and certain administrative details applicable thereto.

1.58. **Splice:** Joining of conductors in splice closure, meant to be permanent.

1.59. **Splice Box:** Box, located in pathway run, intended to house cable splice.

1.60. **Splice Closure:** Device used to protect splice.

1.61. **Sub-Bidder:** One who submits a Bid to a Bidder.

1.62. **Subcontractor:** An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the WORK at the Site.

1.63. **Substantial Completion:** For purposes of this Contract, and for compliance of those procedures, duties and obligations as set forth in Florida Statutes §2I8.70 and §2I8.735, the term Substantial Completion shall be as follows, in lieu of any other definition:

A. "Substantial Completion" is defined as that point where the Village is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that Village is able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of Work shall adversely affect the complete operation of other areas of the Work.

B. Additional conditions (if any) needed to achieve Substantial Completion of the Work, and which are project specific are as set forth in attached Technical Specifications.

C. When the entire Project is considered to be Substantially Complete, this does not constitute Final Acceptance or Final Completion of the entire Project.

1.64. **Successful Bidder:** The lowest, qualified, responsible and responsive Bidder to whom Village (on basis of Village's evaluation as hereinafter provided) makes an award.

1.65. **Supplementary Conditions:** The part of the Contract Documents which amends or supplements these General Terms and Conditions.

1.66. **Supplier:** A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.67. **Surety:** The corporate body which is bound with the CONTRACTOR, and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

1.68. **Termination position:** Discrete element of termination hardware where information Transport System conductors are terminated.
1.69. **Unbalanced Bids:**

A. Mathematically Unbalanced Bid means a bid containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.

B. Materially Unbalanced Bid means a bid which generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Village; or which is so mathematically unbalanced as to result in an advance payment.

1.70. **Unit Price Work:** WORK to be paid for on the basis of unit prices.

1.71. **Utilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground or above ground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water supply or distribution, sewage and drainage removal, traffic or other control systems.

1.72. **Work:** Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnished thereof.

1.73. **Work Area (workstation):** Building space where occupants interact with Information Transport System terminal equipment.

1.74. **Work Change Directive:** A written directive to Contractor, issued on or after the Effective Date of the Contract and signed by the Village and recommended by the Consultant/EOR, ordering an addition, deletion or revision in the WORK, or which references an emergency or unforeseen physical conditions under which the WORK is to be performed. A Work Change Directive may not change the Contract Price or the Contract Time but is evidence that the parties expect that the change directed or documented by a Work Change Directive shall be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.

1.75. **Written Amendment:** A written amendment of the Contract Documents, signed by the VILLAGE and CONTRACTOR on or after the Effective Date of the Contract and normally dealing with the non-engineering or non-technical rather than strictly Work-related aspects of the Contract Documents.

1.76. **Intent of Certain Terms:**

A. Furnish, Install, Perform, Provide

1) The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2) The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3) The words “perform,” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials or equipment complete and ready for intended use.

B. When “furnish,” “install,” “perform,” or “provide,” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of contractor, “provide” is implied.

C. Unless stated otherwise in the contract documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the contract documents in accordance with such recognized meaning.

1.77. **Abbreviations, Acronyms, and Symbols:**

Reference, Design Standards and Abbreviations: Any reference to published specifications or standards of any organization or association or as noted in Florida Building Code, Chapter 2, and Florida Fire Prevention Code are applicable; and shall comply with the requirements of the specification or standard which is current on the date of Advertisement for Bids. In case of a conflict between the referenced specifications or standards, the one having the more stringent requirements shall govern.

Documents listed shall be standard references currently in effect at project commencement.

In case of conflict between the referenced specifications or standards and the Contract Documents, the Contract Documents shall govern.

A. ABBREVIATIONS, REFERENCE STANDARDS, AND ACRONYMS

AA	Aluminum Association
AAA	American Arbitration Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Association
AASHO	American Association of State Highway Officials
ABA	American Bar Association
ABMA	American Boiler Manufacturers Association
ABPA	Acoustical and Board Products Association
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
ACR	Attenuation-to-Crosstalk Ratio
ADA	Americans with Disabilities Act
AEIC	Association of Edison Illuminating Companies
AFBMA	Anti-Friction Bearing Manufacturers Assoc.
AFF	Above finished floor
AGA	American Gas Association
AGC	Associated General Contractors of America
AGMA	American Gear Manufacturers Association
AHA	American Hardboard Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIA	American Insurance Association
AIMA	Acoustical and Insulating Materials Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Condition Association
ANSI	American National Standard Institute
ANSI/UL263	Fire Tests of Building Construction and Materials.
ANSI/UL723	Surface Burning Characteristics of Building Materials.
ANSI/UL1479	Fire Tests of Through Penetration Firestops.
ANSI/UL2079	Tests for Fire Resistance of Building Joint Systems.
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ARI	American Refrigeration Institute
ASA	American Standards Association (Now ANSI)
ASAHC	American Society of Architectural Hardware Consultants
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSCBC	American Standard Safety Code for Building Construction
ASSHTO	American Association of State Highway Transportation Officials
ASTM	American Society for Testing and Materials
ASTM/D16	Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products for interpretation of terms used herein.
ASTM/D4442	Test Method for Moisture Content of Wood.
ASTM/E-84	Surface Burning Characteristics of Building Materials.
ASTM/E119	Fire Tests of Building Construction & Materials
ASTM/E814	Fire Tests of Through Penetration Fire Stops,
ASTM/E1966	Test Method for Fire Resistive Joint Systems.
ASTM/E1399	Test Method for Cyclic Movement & Measuring Minimum & Maximum Joint Widths of Architectural Joint Systems
AWG	American Wire Gauge
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers Association
AWPB	American Wood Preservers Bureau
AWPI	American Wood Preserves Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Institute of America (formerly SCPI)
BD	Building distributor (replacing main-cross connect and MDF as “building service” room identifiers).
BICSI®	Building Industry Consulting Service International, Inc.
BTU	British Thermal Unit.
CATV	Community Antenna Television (cable television).
CD	Campus distributor (replacing main-cross connect and MDF as “campus-wide service” room identifiers). Also, compact disk for storage of audio or video information.
dB	Decibel.
CDA	Copper Development Association
CFS	Cubic Feet per Second
CMAA	Crane Manufacturers Association of America
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard
DHI	Door and Hardware Institute
DIPRA	Ductile Iron Pipe Association
DOT Spec	Standard Specification for Road and Bridge Construction Florida Department of Transportation, 1982
E/A	Engineer and/or Architect
EDA	Economic Development Association
EEI	Edison Electric Institute

EF	Entrance Facility
EIA	Electronic Industries Alliance
ELFEXT	Equal Level Far-End Crosstalk
EMC	Electromagnetic Compatibility.
EMI	Electromagnetic Interference.
EMT	Electrical metallic tubing.
ENT	Electrical nonmetallic tubing.
EPA	Environmental Protection Agency
EPDM	Ethylene-polypropylene-diene membrane
ER	Equipment Room. Replacing “TR”
FCC	Federal Communications Commission
FCI	Fluid Control Institute
FD	Floor distributor (replacing network room, intermediate and horizontal cross-connect, and telecommunications as “building service” room identifiers). Also, Floor Drain as part of building plumbing system
FDDI	Fiber Distribution Data Interface.
FDER	Florida Department of Environmental Regulation
FDOT	Florida Department of Transportation
Fed Spec	Federal Specification
FEXT	Far-End Crosstalk
FMC	Flexible metallic conduit
FOTP	Fiber Optic Test Procedure
FPL	Florida Power and Light
FPS	Feet per Second
Freq	Frequency
FS	Federal Standards
GA	Gypsum Association
GE	Grounding Equalizer
Gnd	Ground
GPM	Gallons per Minute
HB	Hand box. Also, hose bibb for water supply part of plumbing system.
HC	Horizontal Cross-Connect (replaced by floor distributor “FD”
HH	Handhole
HMI	Hoist Manufacturers Institute
HP	Horsepower
HSBII	Hartford Steam Boiler Inspection and Insurance Co.
HVAC	Heating, Ventilation, and Air Conditioning
Hz	Hertz
IC	Intermediate Cross-Connect (replaced by building distributor “BD”).
ID	Inside Diameter
IDC	Insulation Displacement Connectors
IEEE	Institute of Electrical and Electronic Engineers
IFI	Industrial Fasteners Institute
IMC	Intermediate metal conduit
IPCEA	Insulated Power Cable Engineers Association
IPS	Iron Pipe Size
ISO	International Organization for Standardization
ISP	Inside Cable Plant
LFMC	Liquid tight flexible metal conduit
LFNC	Liquid tight flexible nonmetallic conduit
Mbps	Megabits per second.
MER	Main Equipment Room
MF	Factory Mutual System
MGD	Million Gallons per Day
MH	Maintenance Hole
MHI	Materials Handling Institute
MIL	Military Specification
MMA	Monorail Manufacturers Association
MHz	Megahertz
NBFU	National Board of Fire Underwriters
NBHA	National Builders' Hardware Association
NBR	Acrylonitrile-butadiene rubber
NBS	National Bureau of Standards
NCSA	National Crushed Stone Association
NCSPA	National Corrugated Steel Pipe Assoc
NEC	National Electrical Code
NECA	National Electrical Contractors' Assoc
NEMA	National Electrical Manufacturers' Association
NESC	National Electric Safety Code, C2-1997.
NFPA	National Fire Protection Association
NLA	National Lime Association
NPC	National Plumbing Code
NPT	National Pipe Threads
NR	Network Room
NRTL	National Recognized Testing Laboratory
NSC	National Safety Council
NSF	National Sanitation Foundation
OD	Outside Diameter
OSHA	U.S. Department of Labor, Occupational Safety and Health Administration
OCP	Outside Cable Plant.
OTDR	Optical Time Domain Reflectometer
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PR	Pair
PS	United States Products Standards
PSI	Pounds per Square Inch
PSIA	Pounds per Square Inch Atmosphere
PSIG	Pounds per Square Inch Gauge
RCDD® :	Registered Communications Distribution Designer
RPM	Revolutions per Minute
RFI:	Radio Frequency Interference
RH	Relative Humidity.
RNC	Rigid nonmetallic conduit.
SAE	Society of Automotive Engineers
SDI	Steel Decks Institute
SIGMA	Sealed Insulating Glass Manufacturer’s Association
SJI	Steel Joists Institute
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SM	Single Mode
SSI	Scaffolding and Shoring Institute
SSPC	Steel Structures Painting Council
SSPC	Structural Steel Painting Council
STA	Station (100 feet)
TAS	Technical Aid Series
TBB	Telecommunication Bonding Backbone
TCA	Tile Council America
TDH	Total Dynamic Head
TE	Telephone Equipment (Wall Mounted Equipment Rack)
TGB	Telecommunications Grounding Buss Bar
TH	Total Head
TIA	Telecommunications Industry Association.
TMGB	Telecommunications Main Grounding Buss Bar
UBC	Uniform Building Code
UL	Underwriter's Laboratories, Inc.
UOM	Units of Measure-Weights and Measures shall be as identified by Weights and Measures Division, NIST, U. S. Department of Commerce, 100 Bureau Dr., Stop 2600, Gaithersburg, MD 20899-2600.
UPS	Uninterruptible Power Supply
USASI	United States of American Standards Institute
WAO	Work Area Outlet

B. ITSA/WARNOCK-HERSEY - PRODUCT DIRECTORY

NFPA 101: Life Safety Code - National Fire Protection Association (NFPA).

NFPA 70: National Electrical Code - National Fire Protection Association (NFPA).

ANSI/NECA/BICSI-568-2001 “Installing Commercial Building

Telecommunications Cabling".

ANSI/TIA/EIA-568-B.1 and addenda "Commercial Building. Telecommunications Cabling Standard - Part 1: General Requirements".

ANSI/TIA/EIA-568-B.2 and addenda "Commercial Building Telecommunications Cabling Standard - Part 2: Balanced Twisted-Pair".

ANSI/TIA/EIA-568-B.3 and addenda "Commercial Building Telecommunications Cabling Standard - Part 3: Optical Fiber Cabling and Components Standard".

ANSI/TIA/EIA-569-B and Addenda "Commercial Building Standard for Telecommunications Pathways and Spaces".

ANSI/TIA/EIA-606-A and Addenda "Administration Standard for Telecommunications Infrastructure of Commercial Buildings".

ANSI-J-STD-607-A and Addenda "Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications".

ANSI/TIA/EIA-526-7 and Addenda "Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant".

ANSI/TIA/EIA-526-14A and Addenda "Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant".

ANSI/TIA/EIA-758 "Customer Owned Outside Plant Telecommunications Cabling Standard".

IEC/TR3 61000-5-2 - Ed. 1.0 and amendments. "Electromagnetic compatibility (EMC) - Part 5: Installation and mitigation guidelines – Section Earthing and cabling".

ANSI/NFPA 70 National Electrical Code, 2008 Edition.

BICSI Telecommunications Distribution Methods Manual (TDMM).

BICSI Telecommunications Cabling Installation Manual (TCIM).

BICSI Customer-Owned Outside Plant Design Manual, 3rd, Edition (CO-OSP).

Applicable Martin County Codes and Regulations.

Underwriters Laboratories (UL).

FCC -Federal Communications Commission.

Occupational Safety and Health Regulations (OSHA).

Florida Fire Protection Code (including NFPA 101 Life Safety Code).

Applicable Florida Statutes and Administrative Rules.

Manufacturers Training Manuals (Design and Installation).

NACE (National Association of Corrosion Engineers) - Industrial Maintenance Painting.

NPCA (National Paint and Coatings Association) - Guide to U.S. Government Paint Specifications.

PDCA (Painting and Decorating Contractors of America) - Painting - Architectural Specifications Manual.

SSPC (Steel Structures Painting Council) - Steel Structures Painting Manual.

- SSPC-SP 1 – Solvent Cleaning.
- SSPC-SP 2 – Hand Tool Cleaning.
- SSPC-SP 3 – Power Tool Cleaning.
- SSPC-SP 13 – Nace No 6 Surface Preparation for Concrete.

UL Underwriters Laboratories Fire Resistance Directory.

Note: Additional abbreviations and symbols are shown on the Drawings.

SECTION II

INSTRUCTIONS TO BIDDERS

1. **REQUIREMENTS FOR PERSONNEL ENTERING VILLAGE PROPERTY:** Possession of firearms will not be tolerated in or near Village buildings. Nor will violations of Federal or State Laws and any applicable Village policy regarding Drug Free Workplace be tolerated. Violators shall be subject to immediate termination. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

   No person who has a firearm in their vehicle may park their vehicle on Village property. Furthermore, no person may possess or bring a firearm on Village property.

   If any employee of an awarded Proposer or subcontractor is found to have a firearm on Village property, said employee shall be terminated from the project. If the awarded Bidder or Subcontractor fails to ensure that said employee is restricted from the project may result in contract cancellation and/or termination.

2. **QUALIFICATIONS OF BIDDERS:** To demonstrate qualifications to perform the WORK, each Bidder must be prepared to submit within five (5) calendar days of Village's request written evidence acceptable to the Village documentary evidence demonstrating, financial data/fiscal responsibilities, previous experience, present commitments and other such data as may be called for to meet all of the Bidder's obligations set forth in the Bid documents. Each Bid must contain evidence of Bidder's qualifications to do business in the State of Florida or obtain such qualification prior to award of the contract.

   The Village reserves the right to contact any of the firms listed by Bidders in any sections as references or any additional firms or individuals to review Bidder's qualifications. Bids that do not comply with these requirements may be rejected at the option of the Village.

   The project shall be constructed by a firm with the primary qualifying agent licensed as a Contractor pursuant to and as defined by Florida Statute 489 and shall have been employed full time by the construction firm for at least one year prior to this project's bid date.

3. **ANNUAL APPROPRIATION:** This Bid is conditional upon the Village having funding to implement the Contract.

4. **DEFINED TERMS**: Terms used in these Instructions to Bidders, have the meanings assigned to them in the industry involved in the subject matter of the Bid, in Miami-Dade County, Standard General Conditions of the Construction Contract.

5. **COST OF BID:** Costs, either direct or indirect, incurred by the Bidder in the preparation, presentation, demonstration, delivery or for any other reason associated with the submittal of this bid is solely the responsibility of the Bidder and not the Village, and are not to be charged to the Village.

6. **BACKGROUND INVESTIGATION:** As a part of the Bid evaluation process, the Village may conduct a background investigation, including a criminal record check of Bidder's officers and/or employees, by FDLE to establish the competency, responsibility, qualifications and financial ability of the Bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the Village's satisfaction within the prescribed time. The Commission reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the Village's satisfaction.

   The Bidder's signature on the Bid Form constitutes acknowledgement of and consent to such investigation. The Village shall be the sole judge in determining the Bidder's qualifications.

7. **FACILITIES:** The Village reserves the right to inspect the Bidder's facilities at any reasonable time, prior to award of the Bid, during normal working hours, with prior notice to determine that it has a bona fide place of business and is a responsible Bidder.

   The Village also reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor shall be equally responsible for meeting all requirements specified in the Invitation to Bid.

8. **INQUIRIES/AVAILABILITY:** Inquiries concerning this ITB should be made in writing. The Village will respond to written inquiries, if received at least ten (10) calendar days prior to the date scheduled for opening the bids, unless otherwise noticed. The Village shall record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the Village **shall make every attempt to issue such** addenda at least seven (7) calendar days before the date fixed for receiving the proposals, unless otherwise noticed. **Written addenda shall be disseminated via** DemandStar**.** No interpretation shall be considered binding unless provided in writing to the North Bay Village Chief Financial Officer, Angela Atkinson, at aatkinson@nbvillage.com . **It is the sole responsibility of the Bidder to ensure all addenda are received.**

   CONTACT WITH NORTH BAY VILLAGE PERSONNEL OTHER THAN PURCHASING STAFF OR A DESIGNATED REPRESENTATIVE REGARDING THIS INVITATION TO BID SHALL BE GROUNDS FOR ELIMINATION FROM THE PROCESS.

9. **INTERPRETATIONS AND ADDENDA:** All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies should be brought to the attention of the Purchasing Department through written communication prior to opening of the bids. Failure to do so on the part of the Bidder shall constitute an acceptance by the Bidder of any subsequent decision by the Village. The Village will receive written requests for clarification concerning the meaning or interpretation of this ITB by issuance of addenda via DemandStar, until ten (10) days prior to the bid opening date, unless otherwise noticed. Questions shall be emailed to aatkinson@nbvillage.com with reference to the ITB number in the subject for faster recognition only questions answered by formal written Addenda issued by the Village Purchasing Department shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

   It is the sole responsibility of the Bidder to ascertain whether any addenda to this Invitation to Bid has been issued, and to submit all such addenda properly acknowledged with the Bid response.

   The Village may delay scheduled due dates if it is to the advantage of the Village. The Village shall notify Bidders of all changes in scheduled due dates by written addenda.

10. **BID DOCUMENTS:** Solicitation Documents may be obtained by registering with DemandStar in order to receive all required documents and notification of addenda. Register for FREE at http://www.demandstar.com/subscriptions "FREE AGENCY", toll-free 1-866-276-1863. Bidders who obtain solicitation documents from any other source are cautioned that the solicitation package may be incomplete.

    Complete sets of Bid Documents shall be used in preparing Bids. The Village and EOR disclaims any responsibility for errors or

misinterpretations resulting from the use of incomplete sets of Bid Documents.

The Village and the EOR in making copies of the Bid Documents available on the above terms do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

11. **UNIT PRICES:** Where a discrepancy between unit price and total price is indicated on a Bidder's submitted Schedule of ITB Prices or Bid Form, the unit prices shall prevail.

12. **IRREGULARITIES:** Bids not meeting stated minimum terms and qualifications may be rejected by the Village as non-responsive or irregular. However, the Village reserves the right to waive any irregularities, technicalities or informalities in any bid. The Village reserves the right to allow for the clarification of questionable entries and for the correction of typographical and mathematical errors.

13. **BID SUBMISSION:** Bidders should submit their bid indicating their name and Project Name, ITB Number, and time and date of the ITB opening. The submission of bids shall be submitted electronically through www.DemandStar.com by Bidders responding to this ITB no later than the designated deadline date and time. A Bidder's failure to submit as required before the deadline shall cause their bid submittal to be disqualified. Late bids will be retained unopened.

    11.1 All submittals must be compatible with Microsoft Office or Portable Document Format (PDF). The Bidder can only view/submit his/her Electronic Submittal and will not have access to any other Bidder's submittals. The Bidder's Electronic Submittal may be changed at the Bidder's discretion until the ITB Due Date and Time is reached. The Bidder will no longer be allowed to change or have access to the electronic submittal after the ITB Due Date and Time as the Village will open all bids on said date. Any Bidder who is submitting an Electronic Submittal for the first time is strongly encouraged to contact DemandStar by e-mailing questions to demandstar@demandstar.com.

    11.2 Submit the entire Bid Package by completing and returning all required documents. All submittals are required to be electronic and be contained in one (1) file. No hard copies will be accepted.

    11.3 Bids, once opened, become the property of the Village and shall not be returned to the Bidders. Upon opening, bids become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

    11.4 Offers by facsimile, telegram, or telephone are **not** acceptable. All Bidders and their representatives are invited to attend. Tabulations are posted online at www.demandstar.com.

    11.5 Bids will be opened and read aloud publicly at the time and place indicated in the Invitation to Bid. Submittal of a Bid in response to this Invitation to Bid constitutes an offer by the Bidder.

    11.6 All Bids shall remain subject to acceptance for ninety (90) calendar days after the day of the Bid opening, but the Village may, at the sole discretion of the Village, release any Bid and return the Bid Security prior to that date.

    11.7 It is the sole responsibility of the Bidder to assure that his or her submittal is uploaded to DemandStar on or before the ITB Due Date and Time. The Village shall in no way whatsoever be responsible for any delays caused by any power outages or internet failures. No exceptions will be made.

14. **MODIFICATION OF BIDS**: Bids may only be modified, by an appropriate document duly executed, prior to the solicitation closing date and time. The Bidder must present certification to assure that they are indeed an authorized representative of the Bidder's firm at the time modification to the Bid is presented.

15. **BID FORM**: Bids must be submitted on the prescribed form; all blank spaces must be filled in as noted, in ink or typed with amounts extended and totaled. Where indicated on the Bid Form, items shall be stated in numbers. Bidders are required to bid all items to be considered. Bidder should not reference the words "No charge, N/A, included, etc." on any of the line items. Vendor must identify a monetary amount for each line item. If vendor is not providing a bid price for an item, zero (o) must be designated on that line item. Failure to identify a monetary amount for each item may cause Bidder's bid response to be considered non-responsive and rejected.

    The Village reserves the right to accept any Bid or combination of Bid alternates, reject any and all Bids, waive any and all informalities, minor irregularities, to accept any item or group of items unless qualified by Bidder; to acquire additional quantities at prices quoted on the Invitation to Bid unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids or counter-proposals. In addition, the Village reserves the right to make a multiple award if it is in the best interest of the Village.

    Failure to provide all of the information required to accompany the Bid, Bid Form and Specifications shall be considered a serious omission, which may result in the bid being rejected as non-conforming.

    The Bid shall contain acknowledgment of receipt of all addenda (copies of which shall be attached to the Bid Form).

16. **EVALUATION FACTORS:** The Village reserves the right to reject the Bid of a non-responsible Bidder that the Village determines is of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Village. Further, A Bidder must be, at the time of the Bid opening, a fully authorized agent or representative of the product or service Bid, and capable of producing, providing or installing the items Bid, and so certify upon request.

    The Village shall consider the firm's qualifications, compliance of requirements, and time of completion as evaluation factors. In addition, the Village may require the apparent successful Bidder to submit a Schedule of Values priced in line-item format including time frames (not dated) for staff to review prior to staff's actual award recommendation being submitted to the Village Commission.

    Any inconsistencies shall be brought to the attention of the intended awardee for adjustment prior to award and acceptance of said schedule. An unbalanced Schedule of Values may result in rejection of the bid as non-responsible. Failure to produce said Schedule of Values within four (4) business days of the Village's request may result in the bid being rejected as non-responsive.

    The Village may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items or material, services, or equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted.

    The Village may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Tentative Award.

16. **AWARD OF CONTRACT:** The Village reserves the right to award item by item, and/or group by group or on an all or none basis to the

lowest responsive, responsible Bidder that provides the best value to the Village.

NO AWARD RECOMMENDATION SHALL BE BROUGHT BEFORE THE COMMISSION FOR CONSIDERATION TO AWARD UNTIL THE CONTRACTOR/BIDDER HAS PRESENTED A SIGNED ORIGINAL OF THE CONTRACT OR PURCHASE ORDER ALONG WITH ANY OTHER REQUIRED DOCUMENTS TO THE PURCHASING DEPARTMENT.

NO AWARD SHALL BE DEEMED FINAL AND SHALL BE DEEMED CONDITIONAL, UNTIL THE PARTIES HAVE FULLY EXECUTED THE AGREEMENT(S) OR A PURCHASE ORDER HAS BEEN ISSUED BY THE COMMISSION TO THE BIDDER. THE COMMISSION RESERVES THE RIGHT TO REVOKE ANY AWARD MADE HEREUNDER, WITHOUT PENALTY, PREMIUM OR OBLIGATION, AT ANY TIME PRIOR TO THE DELIVERY OF THE FULLY EXECUTED AGREEMENT(S) OR PURCHASE ORDER. NO BIDDER SHALL BE ENTITLED TO RELY ON ANY ANNOUNCEMENT OF AN AWARD, AND THE COMMISSION SHALL IN NO WAY BE ESTOPED IN THE REVOCATION OF AN AWARD PREVIOUSLY GRANTED.

Section 119.071(1) (b) 2., F.S., provides an exemption for "sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation" until such time as the agency provides notice of an intended decision or until 30 days after opening "the bids, proposals, or final replies," whichever is earlier.

17. **BID TABULATION:** Bid tabulations shall be posted on www.DemandStar.com within ten (10) days after the bid opening.

18. **CONTRACTUAL AGREEMENT:** The submission of your Bid constitutes a firm offer by the Bidder. Upon acceptance by the Commission, the Purchasing Department shall issue a notice of award and purchase order(s) and/ or contract for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) and /or contract shall constitute the complete agreement between the successful Bidder and the Commission. Unless otherwise stipulated in the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

    The Village may attach as a part of this solicitation, a Sample Contract document. Bidders shall be responsible for complying with all of the terms and conditions of the Sample Contract document, except where variant or conflicting language may be included in any Special Conditions contained herein. Bidders shall note any deviation or variance with the Sample Contract document at the time of bid submission. Should no revisions be noted, the Village will assume, and the Contractor agrees that the terms and conditions of agreement are acceptable.

19. **CONTRACT TERMS:**
    a. A contract resulting from this document shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Florida.
    b. Contractors providing service under this contract assure the Village that they are conforming to and otherwise complying with the following, as applicable:

        - The Civil Rights Act of 1964, as amended.
        - Clean Air and Water Pollution Acts, 42 U.S.C. 7401-7671q.
        - Federal Water Pollution Control Act, 33 U.S.C. 1251-1387.
        - Executive Order 11738.
        - EPA Regulation, 40 CFR Part 15, which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.
        - Federal, state and local laws and regulations, including the Davis-Bacon Act, pertaining to wages, hours and conditions of employment and 2CFR 200.317 – 200.326, if applicable.
        - Energy Policy and Conservation Act, 42 U.S.C. 6201.
        - Funding Agreement (Rights to Inventions) 37 CFR Part 401.
        - Recovered Materials Section 6002 of Environmental Protection Agency (EPA) at 40 CFR Part 247.
        - Equal Employment Opportunity, 41 CFR Part 60.
        - Copeland "Anti-Kickback" Act, 40 U.S.C. 3145, as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by loans or grants from the United States".)
        - Contract Work Hours and Safety Standards Act, 40 USC 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5), as applicable.

20. **SIGNING OF CONTRACT:** The Notice of Tentative Award will be presented to the Successful Bidder. The Legal Department shall issue the contract within ten (10) calendar days thereafter, the Successful Bidder shall sign and deliver the required number of counterparts of the Construction Contract to Village. Upon approval, the Village shall request the required bonds and insurance certificates. The aforementioned documents must be submitted to the Village prior to any work being performed. After receipt of requested documents, the executed contract, purchase order, and notice to proceed will be presented to the Awarded Bidder. Each counterpart is to be accompanied by a complete set of the Drawings.

21. **CONTRACT DEFAULT:** In the event the Contractor fails to enter into a contract with the Village on the basis of the submittal, such action shall constitute a default of this agreement. Further default may be declared by the Village if the Contractor violates the terms of the submitted document in any manner. Upon default of this agreement and/or any agreement resulting from this agreement, the Village shall be entitled to pursue all remedies available at law and/or in equity, including, but not limited to, the recovery of damages equaling the difference of the submitted price and the price the Village subsequently pays to secure performance from other sources. Damages may be assessed and deducted against any funds due and owing to the Contractor.

    In the event any litigation occurs between the parties as a result of the contract, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs for any such action.

    At the discretion of the Village, any Contractor found in default of this agreement and/or any agreement resulting from this agreement, shall be removed from the Contractor list for a period of up to three (3) years from the date of said default. Default under this agreement and/or any other agreement(s) in which the Village has contracted with the Contractor, may also, at the discretion of the Village, result in termination of any other such agreement(s).

22. **TERMINATION OF CONTRACT:** This contract may be terminated without liability to the Village in whole or in part when it is deemed to be in the best interest of the Village to so act. Notification of termination must be in writing and issued by the Village Manager or designee. This contract may be terminated upon 30 days written notice. The contract may also be terminated for cause upon written notification to the Contractor. The Contractor, as the defaulting party, shall have 30 days to cure any nonconformity to offered terms and specifications. The Village, upon termination, shall exercise its discretion to complete the balance of the contract consistent with the best interest of the Village. The Village delegates the authority to terminate the contract to the Village Manager or designee. At the discretion of the Village, the Contractor may be removed from future solicitation opportunities for a period up to three (3) years.

23. **REJECTION / DISQUALIFICATION OF BIDDER:** The Commission, at its sole discretion, reserves the right to reject any and all bids, accept any bid or any combination of bids or waive any minor irregularity or technicality in bids received, when in its sole judgment, it shall best serve public interest. The right is reserved to reject any and all Bids or to accept the one deemed by the Village to be the most advantageous. Contractor's bid shall be rejected as non-responsive if any of the following exist (this list is not all inclusive):

    - More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered.
    - The Village reserves the right to reject the bid of any Bidder in arrears or in default upon any debt or contract to the Village or who have failed to perform faithfully any previous contract with the Village or with other governmental jurisdictions.
    - If there is reason to believe that collusion exists between Bidders.
    - Bids that are judged to be mathematically or materially unbalanced shall be rejected.
    - The Bid Package is found to have concealed or contained false and/or misleading information.
    - Executed requested Attachments/Affidavits are not completed or submitted.
    - Incomplete execution of documents, Bidder signature page, and Bid submittal form.
    - Not licensed to perform the required work or provide the required product.
    - Not eligible to bid due to violations listed under, Public Entity Crimes.
    - Submission of an irregular bids. Failure to fill out forms completely, indicating compliance or deviation for each item may be used as reason for rejection.
    - Non-compliance with applicable laws or contains any unauthorized additions or deletions or contains irregularities of any kind is considered incomplete, indefinite, or ambiguous as to its meaning.

24. **EXECUTION OF BID:** Bidders shall submit their bid response electronically as described above. For this purpose, all references herein to signing requirements or other required acknowledgments hereby include either a manual signature in blue ink or by electronic digital signature by an authorized officer of the proposing firm who is legally authorized to enter into a contractual relationship in the name of the Bidder. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the Bid document must be initialed in ink. The respondent agrees that the action of electronically submitting its response constitutes the following:

    - An electronic signature on the responses.
    - An electronic signature on any form or section specifically calling for a signature and
    - An affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
    - Compliance to electronic signatures as specified in F.S. Chapter 668.

    The bid submittal of a Statement of Bid by the Bidder shall be considered by the Village as constituting an Offer by the Bidder to perform the required services.

    Bids by corporations must be executed in the corporate name by the President or Vice President (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested by the Secretary or Assistant Secretary. The corporate address and State of Incorporation shall be shown below the signature.

    Bids by partnership must be executed in the partnership name and signed by a general partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.

    All names of persons signing documents must be typed or printed below the signature.

25. **NO BID**: If not submitting a Bid, please respond no later than the Bid opening date and time, by returning the acknowledgment, noting the reason for declining. An addendum may be issued to remedy providing the circumstances are determined reasonable.

26. **WITHDRAWAL OF BIDS:** All Bids shall be irrevocable unless the Bid is withdrawn as provided herein. All Bids may be withdrawn only by written communication delivered to the Purchasing Department prior to the solicitation closing date and time. The Bidder must present certification to assure that they are indeed an authorized representative of the Bidder's firm at the time such communication to withdraw the Bid is presented. A Village representative shall verify this information prior to return of the Bid and Bid Security, if applicable.

    However, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with the Village and successfully demonstrates that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid Security will be returned. Bidder shall be disqualified from further bidding on the work to be provided under the Bid Documents.

27. **CONFLICT OF INTEREST:** All Bidders must disclose with their Bid the name of each of its employees, agents, or relatives who are employees of the VILLAGE.

    The Bidder represents and warrants to the Village the following:

    - No officer, employee, or agent of the Village has any interest, either directly or indirectly, in the business of the Bidder to be conducted hereunder.
    - Bidder has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder, to solicit or secure this contract, and that it has not paid, or agreed to pay any person, company, corporation, individual, or firm, other than bona fide Personnel working solely for the Bidder any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from the award or making of this contract.
    - Bidder acknowledges that it has not agreed as an expressed or implied condition for obtaining this contract, to employ or retain the services of any person, company, individual or firm in connection with carrying out this contract.
    - Bidder represents that it presently has no interest, either direct or indirect, while performing the services required by this contract, which would conflict in any manner with Florida Statutes.
    - Bidder represents that no person having any such interest shall be employed during the term of this contract, including any officer, employee or agent of the Village.
    - Bidder represents and warrants that it has no current contracts with any entity that would create any conflict of interest in the Bidder's ability to perform the services required

by this contract. Further, the Contractor represents and warrants that throughout the term of this contract, it will not undertake any work that would create such a conflict in interest.

It is understood and agreed by the Bidder that, upon the breach or violation of this Section, the Village shall have the right to terminate the contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of such fee, commission, percentage, gift or consideration paid by the Bidder.

The Bidder shall promptly notify the Village in writing by certified mail or electronic mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the Bidder's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Bidder may undertake and request an opinion of the Village as to whether the association, interest or circumstance would, in the opinion of the Village, constitute a conflict of interest if entered into by the Bidder. If, in the opinion of the Village, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Bidder, the Village shall so state in the notification and the Bidder shall, at its option, enter into such association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Village by the Bidder under the terms of this Contract.

28. **NON-COLLUSION:** By submitting a bid, the Bidder certifies that it has not divulged discussed or compared its Bid with other Bidders and has not colluded with any other Bidder or parties to a Bid whatsoever. (Note: Premiums, rebates or gratuities are not permitted with, prior to, or after any delivery of material.) Any such violation shall result in the cancellation and/or return of materials (as applicable) as being non-conforming.

29. **PUBLIC ENTITY CRIMES:** The Bidder certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, Bidder certifies that it has divulged, in its bid response information regarding any of these actions or proposed actions with other governmental agencies.

    Pursuant to Section F.S. 287.133, FS as amended: 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 Vendor, supplier, sub vendor, 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 F.S. 287.017 for CATEGORY TWO or higher for a period of 36 months from the date of being placed on the convicted vendor list.

    The awarded Bidder or any subcontractor shall not employ any persons with multiple felonies. The awarded Bidder must provide documented proof of efforts to comply with this requirement. The Owner may declare any noncompliance or lack of diligent effort by the awarded Bidder to comply as a breach of contract and immediately terminate the services of the awarded Bidder.

    Any employees involved in any F.S. Chapter 435, Florida Statutes offenses are precluded from continuing to work on a project and must be replaced. Failure to comply may result in the immediate termination of the awarded Bidder's contract at the sole discretion of the Village. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

30. **PUBLIC RECORDS:** Any material submitted in response to this Invitation to Bid shall become a public document pursuant to Section 119.07, FS. This includes material that the responding BIDDER might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening of Bids pursuant to Section 119.07, FS.

    Section 119.071(1)(b)2., F.S., provides an exemption for "sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation" until such time as the agency provides notice of an intended decision or until 30 days after opening "the bids, proposals, or final replies," whichever is earlier.

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, the Village Clerk, at (305)756-7171, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida, 33141.

In compliance with F.S. 119.0701 the Contractor shall:

- Keep and maintain public records required by the public agency to perform the service.
- Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the

requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

- If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.
- If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
    1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
    2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

31. **LICENSES:** Bidders, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any bid from a Contractor that is not fully licensed and/or certified shall be rejected.

32. **PERMITS:** The Bidder(s) shall be responsible for obtaining any necessary permits and shall comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the Village.

33. **SUNBIZ:** Bidders, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.

34. **BUSINESS TAX RECEIPT:** Bidder shall comply with Business Tax Receipt requirements for their business location, if applicable. A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable.

35. **BIDDER MAILING ADDRESS**: It is the responsibility of every Bidder to register and maintain their current registration information. Bidders that have received the ITB from DemandStar.com must maintain their information on the DemandStar database. The information used by the Purchasing Department is maintained at http://www.demandstar.com. DemandStar shall be used to make notice of ITBs and other information to Bidders.

36. **ANTI-DISCRIMINATION:** The Bidder certifies that they are in 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. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

    The Bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions.

37. **JOINT BIDS:** In the event multiple bidders submit a joint Bid in response to the BID, a single proposer shall be identified as the Prime Vendor. If offering a joint Bid, Prime Vendor must include the name and address of all parties of the joint Bid. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at Village meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. The Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The Village shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. The Prime Vendor shall remain responsible for performing services associated with response to this Bid.

38. **LOBBYING:** Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of Commission member or Village personnel after advertisement and prior to the posted recommendation on the award of the Contract.

    Bidders are hereby advised that they are not to lobby with any Village personnel or Commission members related to or involved with this bid until recommendation for award. All oral or written inquiries must be directed through the Purchasing Department.

    Any Bidder or any individuals that lobby on behalf of Bidder during the time specified shall result in rejection / disqualification of said bid after a finding of unlawful lobbying by the Miami Dade Commission on Ethics.

39. **BYRD ANTI-LOBBYING AMENDMENT:** Contractors that apply or propose for an award of $100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress with or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

41. **KICKBACKS:** Any Contractor giving or offering to any employee and/or official of the Village, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of this or any other solicitation, shall be deemed in violation of this

agreement, in addition to being in violation of any other municipal, county, state and federal laws and/or ordinances.

42. **CONE OF SILENCE:** A cone of silence is hereby established for all competitive selection processes for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence shall be imposed on these procurements after advertisement of same.

    The cone of silence prohibits any communication regarding a competitive solicitation process. The cone of silence commences after the advertisement of the competitive solicitations Competitive procurements are advertised on the purchasing department's web page or in a newspaper of general circulation.

    The cone of silence terminates when the Village Manager makes a written recommendation to the Village Commission. The cone of silence can be reimposed if the Village Commission rejects the Manager's written recommendation.

    "Cone of Silence," as used herein, means a prohibition on any communication regarding this Request for Proposal ("RFP"), "ITB", or "RFQ". Pursuant to Section 2-11.1(t) of the County Code, the Cone of Silence remains in effect until the Village Manager has made a written recommendation to Village Commission. During the Cone of Silence, the following is prohibited: Any communication (oral or written) regarding this solicitation between a potential vendor, service provider, Proposer, lobbyist, or consultant and the Village Commission, evaluation committee members or the Village Manager and the Manager's professional staff, unless permitted by one of exceptions.

    Any written communications or inquiries, except for clarification of process or procedure already contained in the solicitation, are permitted provided the written communications are directed to Angela Atkinson, Chief Financial Officer, at aatkinson@nbvillage.com . Such written inquiries or requests for information shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a coversheet with Proposer's facsimile number. The request may also be electronically sent to aatkinson@nbvillage.com or mailed to the Chief Financial Officer, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL, 33141. Written communications to other Village officials or employees are prohibited until the Cone of Silence has been lifted.

    The purchasing department and the Village Manager shall ensure that all solicitations include provisions describing the requirements and prohibitions of the cone of silence, including how a potential vendor, service provider, Bidder, lobbyist, or Consultant may communicate with Village personnel.

    Any person, whether employed by the Village or not, who knowingly violates a provision of this policy shall be prohibited from serving on a Village competitive selection committee.

    Violation of this policy by a particular Bidder, proposer, respondent, and/or representative may, at the discretion of the Village, result in rejection of said Bidder, proposer, respondent, and/or representative's bid, proposal, or offer and may render any contract award to said Bidder, proposer, or respondent voidable.

    In addition to any other penalty provided by law, violation of this policy by a Village employee shall subject said employee to disciplinary action up to and including dismissal from service.

43. **ASSIGNMENT:** The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Village.

44. **SUBCONTRACTING:** If an awarded Bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the Bidder's submittal or prior to use for approval. No subcontracting shall take place prior to Bid awarded to Bidder furnishing this information and receiving written approval from the Village. The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the Village has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The Village reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor shall be equally responsible for meeting all requirements specified in the ITB.

    Nothing contained in this ITB will be construed as establishing any contractual relationship between any sub-bidder(s) and the Village. The awarded Bidder(s) shall be fully responsible to the Village for the acts and omissions of the subcontractor (s) and their employees. After award of contract, any changes in subcontractors requires prior Village written approval.

46. **REPRESENTATIVE:** At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the Village.

47. **BID AS PUBLIC DOMAIN:** All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. This includes material that the responding Bidder might consider to be confidential or a trade secret. The Bid will become part of the public domain upon opening. **Respondents shall not submit pages marked "proprietary" or otherwise "restricted".**

48. **BONDING GUARANTY/EVIDENCE:** The Bid submittal **must** be accompanied by a notarized letter from your firm's Surety guaranteeing that if your firm is awarded a contract, the Surety will issue a letter of credit that attests to the bonding capacity (the maximum amount of surety credit a surety company) will provide to a contractor, contingent upon a top-notch organization, strong financial presentation, and experience. The Surety shall also guarantee your firm by issuing Performance and Payment bonds as required by the Village. Failure to submit the Surety Guaranty letter with your Bid shall cause your bid to be rejected as non-responsive. The Village shall be the sole judge in determining Bonding Capacity.

SECTION III

GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all offers made to North Bay Village, Florida, by all prospective Bidders, including but not limited to, Request for Quotes, Invitations to Bid, and Request for Proposals. As such the words "RFP", “Bid”, and "Proposal" are used interchangeably in reference to all offers submitted by prospective Bidders.

Where there appears to be variances or conflicts between the General Terms and Conditions, Supplementary Conditions, and the Special Conditions and/or Detailed Specifications outlined in this ITB, Section III, General Terms and Conditions, Item #2, Order of Precedence shall prevail.

1. **ADVERTISING:** In submitting a Bid, Bidder agrees not to use the results there from as a part of any commercial advertising.

2. **ORDER OF PRECEDENCE:** In resolving conflicts resulting from errors or discrepancies in any of the ITB or Contract Documents, the order of precedence (lower number item controls) shall be as follows:

   - Amendment
   - Change Order
   - Contract/Agreement or Purchase Order
   - Addenda
   - Bid Form, if applicable
   - Technical Specifications/Attachments
   - Special Conditions
   - Supplementary Conditions
   - General Terms and Conditions
   - Instructions to Bidders
   - Invitation to Bid

3. **BID SECURITY:** When required by the Bid documents each Bid must be accompanied by a Bid security made payable to North Bay Village in an amount of five percent (5%) of the Bidder’s maximum Bid price and in the form of a certified check or cashier’s check drawn upon any State or National Bank of Florida or a Bid Bond issued by a Surety that must have a “Best” rating of "A", and be authorized to do business in Florida.

   Said check or Bid Bond shall be made payable to North Bay Village and shall be given as a guarantee that Bidder, upon receipt of Notice of Tentative Award of the purchase order or contract, shall enter into the Contract or accept the purchaser order with the Village, and furnish the necessary documents including, but not limited to: insurance certificates, other required Bonds, each of the said Bonds to be in the amount stated on the Invitation to Bid.

   The Attorney-in-Fact who signs the bond must file with the bond a current certificate of proof of appointment as Attorney-In-Fact.

   The Bid Security of the Successful Bidder shall be retained until such Bidder has been awarded a binding Contract or Purchase Order or Contract security whereupon the Bid security shall be returned. If the apparent Successful Bidder fails to execute and deliver the Purchase Order or Contract and furnish the required contract security within ten (10) calendar days after the Notice of Award, which is issued prior to the Village’s award of Purchase Order or Contract, the Village may annul the Notice of Award, and the bid security of that Bidder shall be forfeited and retained by the Village. The Village may then recommend to the Commission to accept the Bid of the next lowest responding Bidder or re-advertise for bids. If the Bid of the next lowest Bidder is accepted, this acceptance shall bind such Bidder as though it was the original Successful Bidder.

   There shall be no binding contract until such time as the Commission or designee executes the Contract or issues the Purchase Order as the final award of the contract. The Bid Security of other Bidders whom Village believes to have a reasonable chance of receiving the award may be retained by the Village until the earlier of the seventh day after the effective date of the Purchase Order or Contract or the ninety-first day after the Bid opening, whereupon Bid security furnished by such Bidders shall be returned. Bid security with Bids which are not competitive or responsive shall be returned upon award of the Bid.

4. **EXAMINATION OF BID DOCUMENTS & SITE:** Pursuant to Article 4, Supplementary Conditions, Bidder must satisfy itself by personal and thorough examination of the location of the proposed Work, Bid Documents, requirements of the Work and the accuracy of the estimate of the quantities of the Work to be done; and Bidder shall not at any time after the submission of a Bid dispute or complain of such estimate nor the nature or amount of Work to be done.

   By submission of its Bid, Bidder affirms that it has, at its own expense, made or obtained any additional examinations, investigations, explorations, tests, and studies and obtained any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Utilities) at or contiguous to the site or otherwise, prior to bidding which may affect cost, progress, or performance of the Work and which Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of the Bid Documents and/or Bidder has satisfied itself with respect to such conditions and it shall make no claims against the Village or the EOR if on carrying out the Work it finds that the actual conditions do not conform to those indicated.

   On request, the Village will provide Bidder access to the site to conduct such investigations and tests, as Bidder deems necessary for submission of its Bid. Bidder shall schedule such access in advance with the Village.

   Upon completion of such additional field investigations and tests, Bidder shall completely restore disturbed areas.

5. **ADUSTMENTS/CHANGES/DEVIATIONS:** No adjustments, changes, or deviations shall be accepted on any item unless conditions or Specifications of a Bid expressly so provide. All adjustments, changes or deviations shall require prior written approval and shall be binding **ONLY** if issued through the Village’s Purchasing Office.

6. **BID EXEMPT:** Purchases shall not include any items or services available at lower prices on other public entity or State of Florida Contract. The Village reserves the right to Bid separately any item or service if deemed to be in the best interest of the Village.

5. **PROMOTIONAL PRICING:** In addition, Bidder shall offer to the Village, during the Contract period, any item(s) offered on a "promotional" basis from the manufacturer. It shall be the successful Bidder's responsibility to monitor said item(s) and report any that are or shall be offered at lower price.

6. **CONTRACT SECURITY/INSURANCE:** When required by the specification herein, the successful Bidder shall furnish, a Performance Bond, Payment bond, and/or Warranty bond, and insurance certificates as stated on the cover page of this solicitation, on the VILLAGE's forms, within ten (10) calendar days after notification of award. Failure to furnish the required bonds within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the VILLAGE as liquidated damages and not as a penalty. Said sum shall be a fair estimate of the amount of damages the VILLAGE would sustain due to BIDDER's failure to furnish said bonds.

7. **PRICES:** Bid prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, bid prices shall be fixed and firm for a period of ninety (90) calendar days. Give both unit price and extend total. Prices must be stated in units of quantity specified in the bid specifications. In case of a discrepancy in computing the amount of the bid, the UNIT PRICE quoted shall govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Each item must be bid separately, and no attempt is to be made to tie any item or items in with any other item or items. Payment shall be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

   All payments shall be governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.

8. **DELIVERY:** All items shall be delivered F.O.B. destination to a specific Village address. All delivery costs and charges must be included in the bid price. The Village reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the bid.

   Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award.

9. **MISTAKES:** Bidders are expected to examine the Specifications, Plans, Delivery Schedule, Bid prices, Extensions and all Instructions pertaining to supplies and services. **FAILURE TO DO SO SHALL BE AT THE BIDDER'S RISK.** In the event of extension error(s), the unit price shall prevail, and the Bidder's total offer shall be corrected accordingly. Erasures or corrections on Bids must be initialed in ink by the Bidder.

   Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

10. **INVOICING AND PAYMENT:** Payment for any and all invoice(s) that may arise as a result of a Contract or Purchase Order issued pursuant to this Bid Specification shall minimally meet the following conditions to be considered as a valid payment request. Timely submission of a property certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

    North Bay Village
    Attn: Accounts Payable Department
    1666 Kennedy Causeway, Suite 300
    North Bay Village, FL., 33141
    ap@nbvillage.com

    All invoices shall be based upon and submitted with an approved Schedule of Values. Said Schedule of Values shall also contain a percentage breakdown of the supplies and services completed for which payment is requested in comparison to the total contract.

    All invoices submitted shall consist of an original and one (1) copy;

    - clearly referenced the subject Contract or Purchase Order number;
    - provide a sufficient salient description to identify the goods or services for which payment is requested;
    - contain date of delivery;
    - original or legible copy of a signed delivery receipt including both manual signature and printed name of a designated Village employee or authorized agent; be clearly marked as "partial", "complete" or "final" invoice. The Village shall accept partial deliveries.

    The invoice shall contain the Bidder's Federal Employer Identification number.

    The Village's terms of payment, unless otherwise stated in the Contract or Purchase Order documents, are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other items of payment must have been previously approved by the Village and appear on the Contract or Purchase Order document to be binding on the Village.

    Should the Village return an invoice for correction, the Vendor shall resubmit a corrected invoice to the Village for processing.

    Payment will be made after the goods/services from the awarded Proposer have been received/completed; inspected and found to comply with negotiated contract, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

11. **ESTIMATED QUANTITIES:** The estimate of the various quantities of goods and services applicable to unit price items as shown on the Bid Form is approximate and is intended solely to provide the basis of comparison upon which the Award of Contract is made. Final payment shall be made on the basis of the actual quantities received.

    The Village reserves the right to increase or reduce the quantities and to completely eliminate any items listed in the Bid Form in order that the items or work can be completed within the amount of available funds.

12. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the Village's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the proposal brochures, samples and/or detailed specifications on items bid. The Village shall be the sole judge concerning the merits of proposal submitted.

    Bidder shall indicate on the Bid form the manufacturer's name and number if bidding other than the specified brands and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications.

    The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the Village with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the Village.

13. **UNBALANCED BIDS:** Bids that are judged to be mathematically or materially unbalanced shall be cause for the bid to be rejected as non-responsive.

14. **ESTIMATED DOLLAR VALUE:** No guarantee of the dollar amount of this Bid is implied or given.

15. **INCORRECT PRICING/INVOICES:** Any pricing on invoices that are incorrect and were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the Village's attention and did not receive written approval via a Change Order issued by the Purchasing Agent shall not be honored.

16. **VILLAGE PURCHASING CARD:** The Village has authorized the use of a Purchasing Card to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Awarded Bidders may be presented these credit cards by authorized Village personnel for the above-mentioned purchases. Bidder (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials and supplies under $1,000.

17. **CHANGE ORDERS:** Any addition(s) to the Statement of Work or to a Purchase Order as a result of the ITB award that adds additional costs must be brought to the Village's attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order shall be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the Village's attention and did not result in a Change Order approved by the Purchasing Department shall not be honored.

18. **DISPUTES:** In case of any doubt or difference of opinion as to the services to be furnished hereunder, the decision of the Village shall be final and binding on both parties.

19. **BID PROTEST:** Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

    21.1 Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision.

    21.2 With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the advertisement of the solicitation.

    21.3 The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

    21.4 In order for the Village to consider the protest, the protesting party shall deliver with the formal written protest to the Village a "protest bond" in the amount as follows:

        21.4.1 Twenty-five thousand dollars ($25,000) or 2 percent (2%%) of the lowest accepted proposal, whichever is greater, for projects valued over $500,000; and

        21.4.2 Five percent (5%) of the lowest accepted proposal for all other projects, conditioned upon payment of all costs and fees which may be adjudged against the protestor in the administrative hearing.

        21.4.3 If at the hearing the agency prevails, it shall recover all costs and attorney's fees from the protestor; if the protestor prevails, the protestor shall recover from the agency all costs and attorney's fees.

        21.4.4 If the protest (with respect to 21.2 above) the protest bond shall be the same as 21.4.1 and 21.4.2, except that the protest bond amount shall be calculated against the budgeted amount of the project.

22. **DEBARMENT:** The Commission shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

23. **FEDERAL DEBARMENT CERTIFICATION:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-(ED80-0013).

    The prospective lower tier participant certifies, by submission and signature of this submittal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

    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 solicitation.

24. **DELETION/OVERSIGHT/MISSTATEMENT:** Any deletion, oversight or misstatement of the Specifications shall not release the Bidder from the responsibility of completing the project within the agreed upon time frame.

25. **SCRUTINIZED COMPANIES:** Pursuant to Sections 287.135, 215.4725, and 215.473, of the Florida Statutes which prohibits agencies from contracting with any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, participation in the Boycott of Israel, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and is not engaged in business operations in Cuba or Syria are prohibited from contracting for goods or services in any amount at the time of submitting to this solicitation through the term of this contract, including renewals or extensions.

    Acceptance of an offer certifies Contractor attests that firm is not on any list, engaged in any business operations, or participates in activities as specified in this section. If firm is found negligent, contract shall be terminated; and submission of a false certification may subject firm to civil penalties, attorney's fees, and/or costs

26. **DEMONSTRATIONS/SAMPLES/MOCKUPS:** The Village may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Bidder.

    When requested, samples are to be furnished free of charge to the Village. If a sample is requested, it must be delivered within seven (7) days of the request unless otherwise stated in the bid documents. Each sample must be marked with the following:

    - The Bidder's name, the bid item and the manufacturer's number.
    - Samples shall not be returned unless the Bidder requests it when samples are delivered.
    - Samples must be a complete pack, box, bag, etc. of the

required items(s), packaged as specified in the bid document.

- Failure to provide samples packaged as required by the bid specifications shall result in the item(s) and/ or the bid being rejected as nonconforming.
- Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that ***do not conform*** to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the Village.

The Village may request a full demonstration of any product or service before the award of a contract. All demonstrations shall be done at the expense of the Bidder.

27. **COPYRIGHTS OR PATENT RIGHTS:** The Bidder warrants that there has been no violation of copyrights or patent rights in the manufacturing, producing or selling the goods shipped or ordered as a result of this ITB. The seller agrees to hold the Village harmless from all liability, loss or expense occasioned by any such violation.

28. **DEFAULT:** In case of default by the Bidder, the Village may procure the articles or services from other sources and hold the Bidder responsible for any excess costs incurred released.

29. **EMPLOYEES:** Employees of the awarded Bidder shall at all times be under its sole direction and not an employee or agent of the Village. The Awarded Bidder shall supply competent and physically capable employees. The Village may require the Awarded Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Awarded Bidder shall be responsible to the Village for the acts and omissions of all employees working under its directions.

30. **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT:** The Bidder certifies that they are in 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. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

30.1 During the performance of the Contract, the awarded Bidder shall not discriminate against any employee or applicant for employment because of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, marital status, political affiliation, familial status, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers.

30.2 The awarded Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender or national original, or disability. Such actions must include, but not be limited to, employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

30.3 The awarded Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

30.4 The awarded Bidder further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities.

30.5 Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions.

31 **TAXES:** The Village is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided.

32 **SALES TAX:** All materials and supplies necessary for completion of this contract are subject to Florida Sales and Use Tax in accordance with Florida Statutes and shall be included in the Contract Price stated by the Contractor.

33. **DIRECT MATERIAL PURCHASES:** The Village reserves the right to issue purchase orders for materials to either the Contractor's or the Village's suppliers for construction related materials.

34. **UNIT PRICES:** Where a discrepancy between unit price and total price is indicated on a Bidder's submitted Schedule of ITB Prices or Bid Form, the unit prices shall prevail.

35. **EXCLUSIVE RIGHTS-USE OF OTHER CONTRACTS:** The right to provide the commodities and services granted under this contract shall not be exclusive. The Village reserves the right to utilize any other Village contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies cooperative ITB agreement, or to directly negotiate/purchase per Village policy in lieu of any offer received, or award made as a result of this ITB, if it is in the best interest to do so. The Village also reserves the right to separately ITB any single order or to purchase any item on this ITB if it is in its best interest to do so.

36. **COOPERATIVE PURCHASING AGREEMENTS:** All Bidders submitting a response to this ITB agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, ***should the awarded Bidder(s) deem it in the best interest of their business to do so***. This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

37. **RIGHTS TO BID DOCUMENTS:** All copies and contents of any bid, attachment, and explanation thereof submitted in response to this ITB (except copyright material), shall become the property of North Bay Village, Florida. The Village reserves the right to use, at its discretion, and in any manner, it deems appropriate, any concept, idea, technique or suggestion contained therein. All copyright and industrial/commercial proprietary, confidential and/or privileged information such as financial records, must be clearly identified, as such confidentiality is protected until award of contract, in accordance with Chapter 119, F.S.

38. **SEVERABILITY:** Indulgence by the Village on any non-compliance by the Bidder does not constitute a waiver of any rights under this ITB. If any term or provision of this ITB or resulting Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this ITB or Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Bid/Contract shall be deemed valid and enforceable to the extent permitted by law.

39. **VENUE:** All contracts shall be governed by the laws of the State of Florida and venue shall be in Miami-Dade County, Florida. The venue of any legal action resulting from this Proposal shall be Miami-Dade County, Florida.

40. **EXPENSES:** Neither the VILLAGE nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this ITB. All expenses in the preparation of this ITB are the sole responsibility of the Bidder. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the requirements of the ITB.

41. **IRREGULARITIES:** Proposals not meeting stated minimum terms and qualifications may be rejected by the Village as non-responsive or irregular. However, the Village reserves the right to waive any irregularities, technicalities or informalities in any proposal. The Village reserves the right to allow for the clarification of questionable entries and for the correction of typographical and mathematical errors.

42. **SOVEREIGN IMMUNITY:** No Waiver of Sovereign Immunity: Nothing contained herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.

43. **VERIFICATION OF EMPLOYMENT (E-VERIFY):** The Village shall not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The Village shall consider the employment by the Contractor of unauthorized aliens a violation of 8 U.S.C. Section I324a(e) [Section 274A(e) of the INA]. The Contractor agrees that such violation by the Contractor shall be grounds for the unilateral cancellation of this Contract by the Village.
    a. Pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.
    b. Subcontractors
        (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
        (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
        (iii) Contractor shall provide a copy of such affidavit to the Village upon receipt and shall maintain a copy for the duration of the Agreement.
    c. Failure to comply with this provision is a material breach of the Agreement, and the Village may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the Village securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

44. **FLORIDA PREFERENCE**: Pursuant to Florida Statute 287.084, award recommendations shall make appropriate adjustments to pricing when considering bids from bidders having a principal place of business outside the State of Florida. If applicable, all bidders must complete and submit the Bidder's Statement of Principal Place of Business form with the response to this solicitation. Failure to comply shall render a bid non-responsive to the terms of this solicitation. This preference does not apply to purchases using Federal Funds.

45. **PERSONAL INJURY AND PROPERTY DAMAGE**: The Contractor assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of the Contractor and the officers, employees, and agents thereof. The Contractor also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with the Contractor or otherwise acting or engaged to act at the instance of the Contractor in furtherance of this Contractor fulfilling the Contractor's obligations under this contract.

46. **TRADE-NAMED ITEMS:** When an item appearing in the solicitation document is listed by a registered trade name and the wording "no substitute", "spec only" or "only" is indicated, only that trade-named item will be considered. The Village reserves the right to reject products that are listed as approved and waive formalities. Should a vendor wish to have products evaluated for future solicitation consideration, please contact in writing, the Director of Purchasing. If the wording "no substitute", "spec only" or "only" does not appear with the trade name, offerors may submit prices on their trade-named item, providing they attach a descriptive label of their product to this solicitation. Sample merchandise offered hereunder as "offered equal" may be required to be submitted to the purchaser in advance of the solicitation award. Substitutions for items solicited, awarded and ordered are prohibited except as may be approved by the Chief Financial Officer.

SECTION IV
SUPPLEMENTARY CONDITIONS
BY ARTICLES FOR
THE CONSTRUCTION CONTRACT

(ARTICLE 1- Definitions are identified and incorporated in Section I, Definitions, Abbreviations, and Acronyms)

ARTICLE 2 – PRELIMINARY MATTERS

2.1 DELIVERY OF BONDS AND INSURANCE CERTIFICATES:

2.1.1 After Board approval for award, the CONTRACTOR shall deliver to the VILLAGE such Bonds and Insurance Policies, Certificates or other documents as the CONTRACTOR may be required to furnish in accordance with the Contract Documents. The aforementioned documents must be submitted to the VILLAGE prior to any WORK being performed.

2.2 COPIES OF DOCUMENTS:

2.2.1 The VILLAGE shall furnish to CONTRACTOR ONE (1) copy (unless additional copies exist) of the Contract Documents for the execution of the WORK. CONTRACTOR shall be responsible for procuring additional copies.

2.3 NOTICE TO PROCEED:

2.3.1 The Contract Times shall commence to run on the date stated in the Notice to Proceed.

2.4 STARTING THE WORK:

2.4.1 CONTRACTOR shall begin to perform the WORK on the commencement date stated in the Notice to Proceed, but no WORK shall be done at the Site prior to said commencement date.

1.4.2 CONTRACTOR'S Review of Contract Documents: Before undertaking each part of the WORK, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to EOR any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from EOR before proceeding with any WORK affected thereby; however, CONTRACTOR shall not be liable to VILLAGE or EOR for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof.

2.4.3 INTERIOR INSPECTION FORM: Prior to beginning work, inspect with Owner's Representative or Architect, building interior(s). Log conditions of ceiling tiles, lights, walls and flooring materials using the Interior Inspection Form attached at the end of this Section. Confirmation of existing conditions shall be made and recorded onto a video disk.

Submit two copies of the form signed by the Contractor, Owner's Representative or Architect and one copy of video disk.

2.4.4 EXTERIOR INSPECTION FORM: Prior to beginning work, inspect with Owner's Representative or Architect, existing building exterior(s) and site conditions. Log, as required, conditions of exterior walls, building attachments, sidewalks, miscellaneous paving and landscaping using the Exterior Inspection Form attached at the end of this Section. Confirmation of existing conditions shall be recorded onto a video.

Submit two copies of form signed by the Contractor, Owner's Representative or Architect and one copy of video disk.

2.5. PRECONSTRUCTION CONFERENCE:

2.5.1 The CONTRACTOR is required to attend a preconstruction conference within twenty (20) days after award. This conference shall be attended by the VILLAGE, CONSULTANT, and others as appropriate in order to discuss the WORK.

2.5.2 The CONTRACTOR'S initial schedule for shop drawings submittals, obtaining permits and Plan of Operation and CPM Schedule shall be reviewed and finalized. As a minimum, the CONTRACTOR'S representatives should include its project manager and schedule expert. If the submittals are not finalized at the end of the meeting, additional meetings shall be held so that the submittals can be finalized prior to the submittal of the first Application for Payment. No Application for Payment shall be processed prior to receiving acceptable initial submittals from the CONTRACTOR.

2.5.3 VILLAGE shall schedule preconstruction conference.

2.5.3.1 Attendance Required: VILLAGE's Project Manager, EOR, and Contractor/CM Project Manager and Superintendent.

2.5.3.2 Agenda:

Distribution of Contract Documents.

Confirmation of prior submission (during bid process) of list of Subcontractors, list of Products, Schedule of Values, and Progress Schedule.

2.5.3.3 Designation of personnel representing the parties in Contract, and the EOR.

2.5.3.4 Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.

Scheduling.

2.5.3.5 Scheduling activities of a Geotechnical Engineer.

2.5.3.6 Issuance of Notice to Proceed.

2.5.3.7 Record minutes and distribute copies within two days after meeting to participants, with copies to EOR, VILLAGE, participants, and those affected by decisions made.

2.6 SITE MOBILIZATION MEETING

2.6.1 VILLAGE will schedule a meeting at the Project site prior to Contractor occupancy.

2.6.2 Attendance Required: VILLAGE, EOR, Special Consultants, and Contractor, Contractor's Superintendent, and major Subcontractors.

2.6.3 Agenda:

2.6.3.1 Use of premises by VILLAGE and Contractor.

2.6.3.2 VILLAGE's requirements and partial occupancy.

2.6.3.3 Construction facilities and controls provided by VILLAGE.

2.6.3.4 Temporary utilities provided by VILLAGE.

2.6.3.5 Survey and building layout.

2.6.3.6 Security and housekeeping procedures.

2.3.3.7 Schedules.

2.6.3.8 Application for payment procedures.

2.6.3.9 Procedures for testing.

2.6.3.10 Procedures for maintaining record documents.

2.6.3.11 Requirements for start-up of equipment.

2.6.3.12 Inspection and acceptance of equipment put into service during construction period.

2.6.3.13 Record minutes and distribute copies within two days after meeting to participants, with copies to CONSULTANT, VILLAGE, participants, and those affected by decisions made.

2.7 PROGRESS MEETINGS

2.7.1 Schedule and administer meetings throughout progress of the work at maximum monthly intervals.

Make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.

2.7.2 Attendance Required: Job superintendent, major Subcontractors and suppliers, VILLAGE, EOR, as appropriate to agenda topics for each meeting.

2.7.3 Agenda:

2.7.3.1 Review minutes of previous meetings.

2.7.3.2 Review of Work progress.

2.7.3.3 Field observations, problems, and decisions.

2.7.3.4 Identification of problems that impede planned progress.

2.7.3.5 Review of submittals schedule and status of submittals.

2.7.3.6 Review of off-site fabrication and delivery schedules.

2.7.3.7 Maintenance of progress schedule.

2.7.3.8 Corrective measures to regain projected schedules.

2.7.3.9 Planned progress during succeeding work period.

2.7.3.10 Coordination of projected progress.

2.7.3.11 Maintenance of quality and work standards.

2.7.3.12 Effect of proposed changes on progress schedule and coordination.

2.7.3.13 Other business relating to work.

2.7.3.14 Record minutes and distribute copies within two days after meeting to participants, with copies to EOR, VILLAGE, participants, and those affected by decisions made.

2.8 PREINSTALLATION MEETING

2.8.1 When required in individual specification section, convene a pre-installation meeting at the site prior to commencing work of the section.

2.8.2 Require attendance of parties directly affecting, or affected by, work of the specific section.

2.8.3 Notify VILLAGE and EOR five (5) working days in advance of meeting date.

2.8.4 Prepare agenda and preside at meeting:

2.8.5 Review conditions of installation, preparation and installation procedures.

2.8.6 Review coordination with related work.

2.8.7 Record minutes and distribute copies within two days after meeting to participants, with copies to EOR, VILLAGE, participants, and those affected by decisions made.

2.9 FINALIZING SCHEDULES:

2.9.1 Within ten (10) days of receiving the Notice to Proceed the CONTRACTOR shall submit the final schedule approved by the VILLAGE and EOR. The finalized progress schedule shall be acceptable to the VILLAGE as providing an orderly progression of the WORK to completion within the Contract Time, but such acceptance shall neither impose on the VILLAGE responsibility for the progress or scheduling of the WORK nor relieve CONTRACTOR from full responsibility thereof. The finalized schedule of Shop Drawing submissions shall be acceptable to the VILLAGE as providing a workable arrangement for processing the submissions. The finalized Schedule of Values shall be acceptable to the VILLAGE as to form and substance.

2.10 SUBMITTAL PROCEDURES

2.10.1 SCOPE OF WORK

Administrative and procedural requirements for processing of submittals during construction process. Submittals may include the following:

- Proposed Products Lists.
- Proposed Vendor List.
- Product Data.
- Shop Drawings.
- Samples.
- Design Data.
- Field Test Reporting.
- Quality Control Reporting.
- Certificates.
- Manufacturer's Installation, Handling and Storage Instructions.
- Manufacturer's Field Reports.
- Erection Drawings.
- Closeout Documents
- Warranties.
- Scheduling of Work
- Construction Progress Schedule.
- Submittals Schedule.
- Survey and Layout Data.
- Construction Progress Reporting.
- Periodic Work Observation.
- Photographic Documentation.
- Purchase Order Tracking.
- Operation and Maintenance Documentation

2.10.2 RELATED SECTIONS

A. Payment Procedures.
B. Project Coordination.
C. References.
D. Quality Control.
E. Product Storage and Handling Requirements.
F. Closeout Submittals.

2.10.2.1 SEE 2.10.2 RELATED SECTIONS AND SUBMITTAL SECTIONS 2.10.1 FOR INDIVIDUAL SUBMITTAL PROCEDURES.

2.10.3 SUBMITTAL PROCEDURES-GENERAL

2.10.3.1 Submittal Procedures shall be in conformance with

General Conditions of the Contract and as amended by Village.

2.10.3.2 Transmit each submittal with Village's Standard Transmittal form.

2.10.3.3 Sequentially number each transmittal forms. Revise submittals with original number and a sequential alphabetic suffix.

2.10.3.4 Identify project, Contractor, subcontractor or supplier pertinent drawing and detail number, and specification section number, as appropriate.

2.10.3.5 Apply Contractor's stamp signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information are in accord with requirements of the work and contract documents.

2.10.3.6 Schedule submittals to expedite the project and deliver to Consultant and Village at business address. Coordinate submission of related items.

2.10.3.7 For each submittal for review, allow 10 days excluding delivery time to and from the Contractor.

2.10.3.8 Identify variations from contract documents and product or system limitations, which may be detrimental to successful performance of the completed work.

2.10.3.9 Provide space for Contractor and EOR review stamps.

2.10.3.10 when revised for resubmission, identify all changes made since previous submission.

2.10.3.11 Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

2.10.3.12 Submittals not requested will not be recognized or processed.

2.10.4 PRODUCT DATA

2.10.4.1 Product Data for Review:

2.10.4.1.1 Submit to EOR for review for purpose of checking for conformance with information given and design concept expressed in Contract Documents.

2.10.4.1.2 After review, provide copies and distribute per Submittal Procedures article above and for record documents purposes described in Section 01 78 00 – Closeout Submittals.

2.10.4.2 Product Data for Information:

2.10.4.2.1 Submittal for EOR'S knowledge as contract administrator or for Village.

2.10.4.3 Product Data for Project Close-out:

2.10.4.3.1 Submit for Village's benefit during and after project completion.

2.10.4.4 Submit number of copies, which Contractor/CM requires, plus two copies for Consultant.

2.10.4.5 Mark each copy to identify applicable products, models, options, and other data.

2.10.4.6 Supplement manufacturers' standard data to provide information unique to project.

2.10.4.7 Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

2.10.4.8 After review, distribute in accord with Submittal Procedures article above and provide copies for record documents described in Section 6.37 Closeout Submittals.

2.10.5 CONSTRUCTION SUBMITTALS

2.10.5.1 Submit one copy of Building Permit, Site Permits, Environmental Permits, or other permits required for construction of work.

2.10.5.2 Submit Payment Applications to Consultant for review for purpose of checking conformance with information given and design concept expressed in Contract Documents.

2.10.5.3 Certificates:

2.10.5.3.1 When specified, submit certification by manufacturer, installation/application subcontractor, or contractor to Consultant, in quantities specified for Product Data.

2.10.5.3.2 Indicate material or Product conforms to or exceeds specified requirements.

2.10.5.3.3 Submit supporting reference date, affidavits, and certifications as appropriate.

2.10.5.3.4 Certificates may be recent or previous test results on material or Product but must be acceptable to Consultant.

2.10.5.4 Manufacturer's Instructions:

2.10.5.4.1 When specified, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Consultant for delivery to Village in quantities specified for Product Data.

2.10.5.4.2 Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

2.10.5.4.3 Refer to Quality Control and Warranty sections for quality assurance requirements.

2.10.5.5 Manufacturer's Field Reports:

2.10.5.5.1 Submit reports to EOR and Village's Project Manager.

2.10.5.5.2 Submit report within 5 days of observation to EOR.

2.10.5.5.3 Submit for information for purpose of assessing conformance with information given and design concept expressed in Documents.

2.10.5.6 Erection Drawings:

2.10.5.6.1 Submit drawings to Consultant and Village's Project Manager.

2.10.5.6.2 Submit for information for purpose of assessing conformance with information given and design concept expressed in Documents.

2.10.5.6.3 Data indicating inappropriate or unacceptable work is subject to rejection by EOR or Village.

ARTICLE 3 – USE OF CONTRACT DOCUMENTS

3.1 INTENT:

3.1.1 The Contract Documents comprise the entire agreement between the VILLAGE and CONTRACTOR concerning the WORK. The Contract Documents are complementary: what is called for by one is as binding as if called for by all. The Contract Documents shall be construed in accordance with the laws of the State of Florida with venue in Miami-Dade County, Florida.

3.1.2 It is the intent of the Contract Documents to describe the WORK, functionally complete, to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided whether or not specifically called for.

3.2 REFERENCE TO STANDARDS:

3.2.1 Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties or responsibilities of the VILLAGE, CONTRACTOR or EOR or any of their agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to VILLAGE, EOR OR EOR'S agents or employees, any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of the Contract Documents.

3.3. REVIEW OF CONTRACT DOCUMENTS

3.3.1 The Contract Documents which comprise the Contract between the VILLAGE and the Contractor are attached hereto and made part hereof and consist of the following:

3.3.1.1 The Purchase Order.

3.3.1.2 Contractor's Bid and Bid Bonds

3.3.1.3 Bid Documents, consisting of:

3.3.1.4 Invitation to Bid and Instructions to Bidders.

3.3.1.5 General Terms & Conditions.

3.3.1.6 Supplementary Conditions

3.3.1.7 Special Conditions.

3.3.1.8 Technical Provisions.

3.3.1.9 All Plans.

3.3.1.10 All Addenda.

3.3.1.11 Recorded Public Construction Performance and Payment Bond in a form supplied by the VILLAGE, which shall be provided to the VILLAGE by the Contractor, along with the return of an executed Purchase Order. The Contractor shall be responsible for recording the Public Construction Bond.

3.3.1.12 Insurance Certificates which shall be provided by the Contractor, along with the return of an executed copy of this Contract.

3.3.1.13 Any Modifications, including change orders, duly delivered after execution of this Contract.

3.3.1.14 Executed Notice of Intent to Award.

3.3.1.15 Executed Notice to Proceed

3.3.2 Except for duly authorized and executed Modifications including but not limited to change orders and contract amendments, any conflict between the terms and conditions of this Contract and the terms and conditions of any of the other contract documents shall be interpreted in favor of this Contract.

3.3.3 If, during the performance of the WORK, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so notify the CONSULTANT, in writing, at once and before proceeding with the WORK affected thereby shall obtain a written interpretation or clarification, except in an emergency as authorized by paragraph 6.13.

3.4 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

3.4.1 In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. Amendment
2. Change Order
3. Construction Contract or Purchase Order
4. Addenda, with later date having greater priority
5. Bid Form
6. Special Conditions
7. Supplementary Conditions
8. Invitation to Bid
9. Instructions to Bidders
10. General Terms & Conditions
11. Technical Specifications
12. Contract Drawings

The captions or subtitles of the several articles and divisions of these Contract Documents constitute no part of the context and hereof but are only labels to assist in locating and reading the provisions hereof.

3.4.2 With reference to the Drawings, the order of precedence is as follows:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings
3. Addenda/Change Order drawings govern over any other drawings
4. Drawings govern over standard drawings

3.4.3. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5, (Amending of Contract Documents) the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

1. The provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

2. The provisions of any such Laws or Regulations applicable to the performance of the WORK (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of VILLAGE, CONTRACTOR or CONSULTANT, or any of their subcontractors, agents or employees from those

set forth in the Contract Documents, no shall it be effective to assign to VILLAGE, EOR'S or any of EOR's agents or employees any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.10, (Limitations on EOR) or any other provision of the Contract Documents.

3.5 AMENDING CONTRACT DOCUMENTS:

3.5.1 The Contract Documents may be amended to provide for additions, deletions and revisions in the WORK or to modify the terms and conditions thereof by a Change Order (pursuant to Article 10, Changes in the Work).

3.5.2 Additionally, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the WORK may be authorized, in one or more of the following ways:

3.5.2.1 A Field Order (pursuant to paragraph 9.5, Changes in the Work)

3.5.2.2 EOR'S approval of a Shop Drawing or sample (pursuant to paragraphs 6.11, Shop Drawings and Samples), or

3.5.2.3 EOR'S written interpretation or clarification (pursuant to paragraph 9.4 Clarifications and Interpretations).

3.6 REUSE OF DOCUMENTS:

3.6.1 Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the WORK under a direct or indirect contract with the VILLAGE shall have or acquire any title to or ownership rights in any of the Contract Documents, drawings, technical specifications or other documents used on the WORK; and, they shall not reuse any of them on extensions of the Project or any other project without prior written consent of the VILLAGE and EOR.

ARTICLE 4 – SITE OF THE WORK

4.1 AVAILABILITY OF LANDS:

4.1.1 The VILLAGE shall furnish, as indicated in the Contract Documents, the lands upon which the WORK is to be performed, rights-of-way and easements for access thereto and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities shall be obtained and paid for by the VILLAGE, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands or rights-of-way provided. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.1.2 Occupying Private Land: The Contractor shall not enter upon nor use any property not under the control of the VILLAGE until a written temporary construction easement agreement has been executed by the CONTRACTOR and the property owner, and a copy of said easement furnished to the VILLAGE and EOR prior to said use; and, neither the VILLAGE nor the EOR shall be liable for any claims or damages resulting from the CONTRACTOR'S trespass on or use of any such properties. The CONTRACTOR shall provide the VILLAGE with a signed release from the property owner confirming that the lands have been satisfactorily restored upon completion of the WORK.

4.1.3 WORK in State, County and VILLAGE Rights-of-Way and Easements: When the WORK involves the installation of sanitary sewers, storm sewers, drains, water mains, manholes, underground structures, or other disturbances of existing features in or across streets, rights-of-way, easements, or other property, the CONTRACTOR shall (as the WORK progresses) promptly back-fill, compact, grade and otherwise restore the disturbed area to a basic condition which shall permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance as part of the contract.

4.1.4 WORK Adjacent to Telephone, Power, Cable TV and Gas Company Structures: In all cases where WORK is to be performed near telephone, power, water, sewer, drainage, cable TV, or gas company facilities, the Contractor shall provide written notification to the respective companies of the areas of which WORK is to be performed, prior to the actual performance of any WORK in these areas.

4.1.5 Use of Public Streets: The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other vehicular and non-vehicular traffic. The CONTRACTOR shall remove any earth or excavated materials spilled from trucks and clean the streets to the satisfaction of the VILLAGE, the EOR, the Florida Department of Transportation, or other agency or governmental entity having jurisdiction, as applicable.

4.2 REPORTS OF PHYSICAL CONDITIONS:

4.2.1 Subsurface Explorations: Where applicable, reference is made in the technical specifications for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by EOR in preparation of the Contract Documents.

4.2.2 Existing Structures: Where applicable, reference is made to the technical specifications, for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3 herein) which are at or contiguous to the site that have been utilized by EOR in preparation of the Contract Documents.

4.2.3 Neither the VILLAGE nor EOR makes any representation as to the completeness of the reports or drawings referred to in Paragraph 4.2.1. Subsurface Explorations or 4.2.2. Existing Structures above or the accuracy of any data or information contained therein. CONTRACTOR may rely upon the general accuracy of the technical data contained in such reports and drawings but not for the completeness thereof for CONTRACTOR'S purposes including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. However, the CONTRACTOR may not rely upon any interpretation of such technical data, including any interpolation or extrapolation thereof, or any non-technical data, interpretations, and opinions contained therein.

4.2.4 Where the dimensions and locations of existing structures are of critical importance in the installation or connection of new WORK, the CONTRACTOR shall verify such dimensions and locations in the field before the fabrication of any materials or equipment which is dependent on the correctness of such information. There shall be no additional cost to the VILLAGE for CONTRACTOR'S failure to verify such dimensions and locations, or for inaccurate verifications by CONTRACTOR.

4.3 PHYSICAL CONDITIONS -- UNDERGROUND FACILITIES:

4.3.1 Indicated: The information and data indicated in the Contract Documents with respect to existing Underground Utilities at or contiguous to the site is based on information and data furnished to the VILLAGE or EOR by the owners of such Underground Utilities or by others.

4.3.1.1 The VILLAGE and EOR shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2 The CONTRACTOR shall notify the Underground Service Alert (USA) System, Phone No. 1-800-227-2600, and Sunshine State One Call Services (1-800-432-4770) at least 48 hours in advance of the commencement of WORK at any site to allow the member utilities

to examine the construction site and mark the location of the utilities' respective facilities.

4.3.1.3 The CONTRACTOR acknowledges that some (or all) of the utility companies with facilities shown on the drawings may not be members of the USA System or Sunshine State One Call Services; and, therefore, not automatically contacted by the above referenced telephone number. The CONTRACTOR shall be responsible for making itself aware of utility company facilities not reported by the USA System or Sunshine State One Call Services and shall be liable for any and all damages stemming from repair or delay costs or any other expenses resulting from the unanticipated discovery of underground utilities. The CONTRACTOR shall be responsible for notifying all of the utilities at least 48 hours in advance of the commencement of WORK at any site to allow the utilities to examine the construction site and mark the location of the utilities' respective facilities. The CONTRACTOR shall also be responsible for verifying that each utility has responsibly responded to such notification.

4.3.1.4 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data. Further, the CONTRACTOR shall be responsible for locating all Underground Facilities whether or not shown or indicated in the Contract Documents, for coordination of the WORK with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.10, and repairing any damage thereto resulting from the WORK, the cost of all of which shall be considered as having been included in the Contract Price.

4.3.1.5 All water pipes, sanitary sewers, storm drains, force mains, gas mains, or other pipe, telephone or power cables or conduits, pipe or conduit casings, curbs, sidewalks, service lines and all other obstructions, whether or not shown, shall be temporarily removed from or supported across utility line excavations. Where it is necessary to temporarily interrupt services, the CONTRACTOR shall notify the VILLAGE or occupant of such facilities both 48 hours before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the CONTRACTOR shall obtain permission from the VILLAGE or occupant or shall make suitable arrangements for their disconnection by the VILLAGE or occupant. The CONTRACTOR shall be responsible for any damage to any such pipes, conduits or cables, and shall restore them to service promptly, as part of the work, as soon as the WORK has progressed past the point involved. Approximate locations of known water, sanitary, drainage, natural gas, power, telephone and cable TV installations along the route of new pipelines or in the vicinity of new WORK are shown but are to be verified in the field by the Contractor prior to performing the WORK. The CONTRACTOR shall uncover these pipes, ducts, cables, etc., carefully, by hand prior to installing his WORK. Any discrepancies or differences found shall be immediately brought to the attention of the EOR in order that necessary changes may be made to permit installation of the WORK.

4.3.2 Not Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown, nor located by the facilities VILLAGE and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any WORK affected thereby (except in an emergency as permitted by paragraph 6.10), identify to the VILLAGE of such Underground Facility and give written notice thereof to that owner and to the VILLAGE and the CONSULTANT. The CONSULTANT shall promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents shall be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.13.

4.4 DIFFERING SITE CONDITIONS

4.4.1 The CONTRACTOR shall notify the EOR in writing, of the following unforeseen conditions, hereinafter called differing Site conditions, promptly upon their discovery (but in no event later than 14 days after their discovery) and before they are disturbed:

4.4.1.1 Subsurface or latent physical conditions at the Site of the WORK differing materially from those indicated, described, or delineated in the Contract Documents, including those reports discussed in Paragraph 4.2 and 4.3; (Physical Conditions, Underground facilities) and

4.2.3.2 Any unknown physical conditions and the Site of the WORK of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, including those reports and documents discussed in Paragraph 4.2 and 4.3.

4.4.2 EOR shall promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the VILLAGE in writing (with a copy to the CONTRACTOR) of EOR'S findings and conclusions.

4.4.3 If EOR concludes that because of newly discovered conditions a change in the Contract Documents is required, a Change Order shall be issued as provided in Article 10 (Changes in the Work) to reflect and document the consequences of the difference.

4.4.4 In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, shall be allowable to the extent that they are attributable to any such inaccuracy or difference. If the VILLAGE and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Article 11, Change of Contract Price, and Article 12, Change of Contract Time.

4.4.5 The CONTRACTOR'S failure to give notice of differing Site conditions within seven (7) days of their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

4.5 REFERENCE POINTS:

4.5.1 The VILLAGE shall provide, if available, engineering surveys to establish reference points for construction, which in EOR'S judgment are necessary to enable CONTRACTOR to proceed with the WORK.

4.5.2 CONTRACTOR shall be responsible for laying out the WORK (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the VILLAGE. The CONTRACTOR shall report to the EOR whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

Contract Amount	Best Key Rating
Under $500,000	Class IX A or better
$500,000 to $2,499,999.99	Class XI A or better
Over $2,500,000	Class XIV A or better

ARTICLE 5 – BONDS AND INSURANCE

5.1 BONDS:

5.1.1 CONTRACTOR shall upon receipt of the notice of award furnish Performance and Payment Bonds, each in an amount at least ONE HUNDRED PERCENT (100%) of the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. Said bonds must be provided to the VILLAGE within ten (10) business days of the Notice of Award or delivery of a Purchase Order. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. Each Bond shall be furnished in an amount equal to ONE HUNDRED PERCENT 100% of the amount of the Contract award and recorded in the public records of the county where the improvement is located. The form and conditions of the Bonds and the Surety shall be as specified in the solicitation.

5.1.2 If requested by the Village, the CONTRACTOR shall provide a Maintenance and Guaranty Bond in the amount of 50% of the Performance and Payment Bonds to provide a guarantee against defects in the WORK occurring during the year following the one-year correction period. The Bond shall be payable to the VILLAGE and be at the sole cost of the CONTRACTOR. The form and conditions of the Bonds and the Surety shall be as specified and supplied by the VILLAGE in the Bid Documents.

5.1.3 The Surety shall be a nationally recognized Surety Company acceptable to the VILLAGE, listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, V.S. Treasury Department, and meet the other requirements of Florida Statutes Section 287.0935 (1989).

For projects exceeding five hundred thousand dollars, all bonds shall be placed with sureties with Best Ratings as stated below. The name, address and telephone number of the surety and its agent must be listed on the bond.

5.1.4 For contracts up to $499,999.99 the surety shall have twice the minimum surplus and capital required by the Florida Insurance Code at the time the bid is issued for the Work, otherwise the surety shall have the following minimum ratings:

5.1.5 The Bond shall specifically incorporate and acknowledge the Surety's responsibility for liquidated damages.

5.1.6 Bonds shall be executed and issued by a resident agent, licensed and having an office in Palm Beach, Miami-Dade, Broward, and Monroe, representing such corporate sureties.

5.1.7 If the CONTRACTOR is a partnership, the Bond shall be signed by each of the individuals who are partners; if a corporation, the Bond shall be signed in the correct corporate name by duly authorized officer, agent or attorney-in-fact. There shall be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts in the Contract. Each executed bond shall be accompanied by (a) appropriate acknowledgment of the respective parties; (b) appropriate duly certified copy of Power-of-Attorney or other certification of authority where bond is executed by agent, officer or other representative of Contractor or Surety; (c) duly certified extract from by-laws or resolutions of Surety under which Power-of-Attorney, or other certificate of Authority of its agent, officer or representative was issued.

5.1.8 If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the state of Florida or it ceases to meet the requirements of paragraph 5.1.3.and 5.1.4, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be in conformance with paragraph 5.1.3 and 5.1.4. **Under no circumstances shall the successful CONTRACTOR begin WORK until he/she has supplied to the VILLAGE Performance and Payment Bonds and Affidavit for Bond using the VILLAGE form, and the VILLAGE has approved the bond. Contractor shall execute and record all bonds in the public records of the county where the improvement is located prior to delivering the bonds to the owner. Non-registered bonds shall be rejected.**

5.2 INSURANCE:

5.2.1 The CONTRACTOR agrees to, in the performance of work and services under this Agreement, comply with all Federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to the CONTRACTOR, its employees, agents, or subcontractors, if any, with respect to the work and services described herein. The CONTRACTOR shall obtain at CONTRACTOR's expense all necessary insurance in such form and amount as required by the Village's Risk & Safety Officer before beginning work under this Agreement. The CONTRACTOR shall maintain such insurance in full force and effect during the life of this Agreement. The CONTRACTOR shall provide to the Village's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. The CONTRACTOR shall indemnify and save the Village harmless from any damage resulting to it for failure of either CONTRACTOR or any subcontractor to obtain or maintain such insurance. The following are required types and minimum limits of insurance coverage, which the CONTRACTOR agrees to maintain during the term of this contract:

Professional Liability	**$1,000,000**	**$2,000,000**
Line of Business/ Coverage	**Occurrence**	**Aggregate**
Commercial General Liability	**$1,000,000**	**$2,000,000**
Including:		
Premises/ Operations		
Contractual Liability		
Personal Injury		
Explosion, Collapse, Underground Hazard		
Products/Completed Operations		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Automobile Liability	**$1,000,000**	**$2,000,000**
(Including owned, non-owned and hired)		

Workers' Compensation & Employer's Liability	**Statutory limits** **$500,000 per each disease; $500,000 per each accident; and $500,000 each employee.**

5.2.2 The Village reserves the right to require higher limits depending upon the scope of work under this Agreement.

5.2.3 Neither the CONTRACTOR nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the Village with evidence of such coverage in the form of an insurance certificate and endorsement. The CONTRACTOR shall ensure that all subcontractors shall comply with the above guidelines and shall maintain the necessary coverage throughout the term of this Agreement.

5.2.4 All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier shall give the Village sixty (60) days' notice prior to cancellation.

5.2.5 The CONTRACTOR's general and automobile liability insurance policies shall be endorsed to add the Village, its board, employees, officers and agents as an "additional insured". The CONTRACTOR's Worker's Compensation carrier shall provide a Waiver of Subrogation to the Village. The CONTRACTOR shall be responsible for the payment of all deductibles and self-insured retentions.

5.2.6 The Village may require that the CONTRACTOR purchase a contract or performance bond equal to the cost of the project. If the CONTRACTOR is to provide professional services under this Agreement, the CONTRACTOR must provide the Village with evidence of Professional Liability insurance with, at a minimum, a limit of $1,000,000 per occurrence and $2,000,000 in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance.

5.2.7 The Village may require higher limits for Professional Liability depending on the size of the project. In any event, the Bidder shall maintain such Professional Liability insurance in effect three (3) years after the completion of the project.

5.2.8 Should the Village require the Bidder to carry Builders Risk insurance for the project, it must be in the amount equal to the full replacement cost of the project.

5.2.9 Fulfillment by the Bidder of the insurance provisions does ***not*** limit the Bidder's liability to the amount of the policy limits.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6. I CONTRACTOR STATUS:

6.1.1 The Contractor is an independent contractor and is not an employee or agent of the VILLAGE. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the VILLAGE and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The Contractor shall take the whole responsibility for the means, methods, techniques, sequences, and production of the Work.

6.2 CONTRACTOR RISK:

6.2.1 The Contractor shall bear all losses resulting to him, or its, on account of the amount or character of the Work, or because of the nature of the ground beneath, in or on which the Work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Contract price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever. Execution of this Contract by the Contractor is a representation that the Contractor has visited the site, has conducted a sufficient investigation of the surface and sub-surface conditions in order to submit its bid, has become familiar with the local conditions under which the Work is to be performed, and correlated personal observations with the requirements of the Contract Documents.

6.2.2 The Contractor shall protect the entire Work, all materials under the Contract and the VILLAGE's property (including machinery and equipment) in, or on, or adjacent to the site of the Work until final completion and Work, from the action of the elements, acts of other contractors, or except as otherwise provided in the Contract Documents, and from any other causes whatsoever; should any damage occur by reason of any of the foregoing, the Contractor shall repair at his, or its, own expenses to the satisfaction of the VILLAGE or its Project Manager. Neither the VILLAGE nor its officers, employees or agents assume any responsibility for collection of indemnities or damages from any person or persons causing injury to the Work of the Contractor.

6.2.3 At his, or its expense, the Contractor shall take all necessary precautions (including without limitation) the furnishing of guards, fences, warnings signs, walks, flags, cables and lights for the safety of and the prevention of injury, loss and damage to persons and property (including without limitation) in the term persons, members of the public, the VILLAGE and its employees and agents, the Project Manager and his employees, Contractor's employees, his or its subcontractors and their respective employees, other contractors, their subcontractors and respective employees, on, about or adjacent to the premises where said Work is being performed, and shall comply with all applicable provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities and building codes.

6.2.4 The Contractor assumes all risk of loss, damage and destruction to all of his or its materials, tools appliances and property of every description and that of his or its subcontractors and of their respective employees or agents, and injury to or death of the Contractor, his or its employees, subcontractors or their respective employees or agents, including legal fees, court costs or other legal expenses, arising out of or in connection with the performance of this Contract.

6.3 SUPERVISION AND SUPERINTENDENCE:

6.3.1 The CONTRACTOR shall supervise and direct the Work. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR shall employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home office.)

6.4 LABOR, MATERIALS AND EQUIPMENT: CONDITIONS, SUBSTITUTIONS

Related Article: 6.40; Product Substitution Requirements and Procedures

6.4.1 The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR shall not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday, observed by the VILLAGE, without the VILLAGE'S PROJECT MANAGER's written

consent.

6.4.2 Materials and Equipment: The CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work. All material stored on the job site shall remain the responsibility of the CONTRACTOR until incorporated into the work. The VILLAGE shall not reimburse the CONTRACTOR for materials lost, stolen, or damaged while stored on the job site.

6.4.3 Condition of Materials: All materials and products supplied by the Bidder in conjunction with this bid shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the Village in excellent condition. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact. In the event that any of the products supplied to the Village are found to be defective or do not conform to the specifications, the Village reserves the right to return the product to the Bidder at no cost to the Village.

6.4.4 Installation / Assembly: All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

6.4.5 Materials, Equipment, Products, and Substitutions: Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the EOR and the VILLAGE'S PROJECT MANAGER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, per Section III General Terms and Conditions if prior to award, or after award, within ten (10) calendar days after the CONTRACTOR should have been aware of the need for substitution, unless otherwise stipulated in the Special Conditions. No request for payment for "or equal" equipment shall be approved until this list has been received and approved by the EOR. The Village may require the CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.

6.4.6 Should any work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the progress of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR.

6.4.7 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

6.4.8 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction if acceptable to the VILLAGE and EOR, if CONTRACTOR submits sufficient information to allow VILLAGE and EOR to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by VILLAGE and EOR shall be similar to that provided in paragraph 6.4.5 (Materials, Equipment, Products and Substitutions) as applied by EOR and as may be supplemented in the Technical Specifications.

6.4.9 Any two (2) or more pieces of material or equipment of the same kind, type or classification, and being used for identical types of service, shall be made by the same manufacturer.

6.4.10 The successful CONTRACTOR shall furnish all guarantees and warranties to the Purchasing Department prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

6.5 CONCERNING SUBCONTRACTORS:

6.5.1 The CONTRACTOR shall not employ any Subcontractor, other person or organization (whether initially or as a substitute) against whom the VILLAGE or the EOR may have reasonable objection, nor shall the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR shall not make any substitution for any Subcontractor who has been accepted by the VILLAGE'S PROJECT MANAGER and the EOR, unless the EOR determines that there is good cause for doing so. If after bid opening and prior to the award of the contract, the VILLAGE objects to certain suppliers or subcontractors, the VILLAGE may permit CONTRACTOR to submit an acceptable substitute so long as there is no change in the contract price or contract time. If the contract price or contract time is increased, the VILLAGE may return the bid bond and award the contract to the next qualified, competent BIDDER. If after the award of the contract, the VILLAGE objects to certain suppliers or subcontractors, the VILLAGE shall permit CONTRACTOR to make an appropriate and acceptable substitution which is also acceptable to the VILLAGE. No acceptance by the VILLAGE or the EOR of any such Subcontractor, supplier or other person or organization shall constitute a waiver of any right of the VILLAGE or EOR to reject *defective* WORK.

6.5.2 Responsibility: The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between VILLAGE or EOR and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of VILLAGE or EOR to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. VILLAGE or EOR may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.5.3 Division of Work: The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.5.4 Terms and Conditions: The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the VILLAGE.

6.5.5 Agreement: All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to any appropriate agreement between the CONTRACTOR and the Subcontractor.

6.5.6 Responsibility: The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon His Work.

6.5.7 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the VILLAGE may exercise over the CONTRACTOR under any provisions of the Contract

Documents.

6.5.8 The VILLAGE or EOR shall not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.5.9 If in the opinion of the VILLAGE'S PROJECT MANAGER or EOR, any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

6.5.10 CONTRACTOR shall also:

6.5.10.1 Observe work of each subcontractor to monitor compliance with schedule.

6.5.10.2 Verify that labor and equipment are adequate for the work and the schedule.

6.5.1.03 Verify that product procurement schedules are adequate.

6.5.10.4 Verify that product deliveries are adequate to maintain schedule.

6.5.10.5 Report noncompliance to EOR, with recommendation for changes

6.6 PATENT, FEES AND ROYALTIES:

6.6.1 The CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He shall indemnify and hold harmless the VILLAGE and EOR and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of such rights during or after completion of the Work and shall defend all such claims in connection with any alleged infringement of such rights.

6.6.2 Patent Rights: The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances and articles.

6.7 PERMITS, LAWS AND REGULATIONS:

6.7.1 Permits: The CONTRACTOR shall secure and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. The VILLAGE shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The VILLAGE shall be invoiced at actual cost without markup.

6.7.2 The CONTRACTOR shall also pay all public utility charges. The Contractor shall be responsible for obtaining dewatering permits as required. CONTRACTOR shall be responsible for complying with the South Florida Water Management Village, Florida Department of Environmental Regulation, United States Environmental Protection Agency and any other regulatory agency requirements including financial responsibility (fines, etc.).

6.7.2 Laws and Regulations: The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he shall give the EOR prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the EOR, he shall bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

6.8 TAXES:

6.8.1 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

6.9 RECORD DOCUMENTS/RIGHT TO AUDIT:

6.9.1 The CONTRACTOR shall keep in a safe place one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the EOR and shall be delivered to him for the VILLAGE upon completion of the project. It shall be used for this purpose only. Final acceptance of the project shall be withheld until approval of the documents is made by the VILLAGE'S PROJECT MANAGER.

6.9.2 The awarded CONTRACTOR shall maintain during the term of the contract all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the Village's Auditor. The awarded CONTRACTOR agrees to make available to the Village's Auditor, during normal business hours all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of three (3) years beyond the last day of the contract term.

6.9.3 If the CONTRACTOR submits a claim to the VILLAGE for additional compensation, the VILLAGE shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR'S books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR'S plants, or such parts thereof, as may be or have been engaged in the performance of the WORK. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon all subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the VILLAGE deems desirable during the CONTRACTOR'S normal business hours at the office of the CONTRACTOR. The accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the VILLAGE.

6.10 SAFETY, PROTECTION, STORAGE AND EMERGENCIES:

Related Articles:

6.2-Contractor Risk and Work Protection

6.21-Protection of Existing Property Improvements

6.38-Temporary barriers and Enclosures

6.39-Security

6.10.1 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.10.1.1 All employees on the Work and other persons who may be affected thereby,

6.10.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.10.1.3 Store and protect Products in accordance with manufacturers' instructions, with seals and labels intact and legible.

6.10.1.4 Store sensitive Products in weather tight, climate-controlled enclosures.

6.10.1.5 For exterior storage of fabricated Products, place on sloped supports, above ground.

6.10.1.6 Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of Product.

6.10.1.7 Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

6.10.1.8 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.10.2. CONTRACTOR shall comply with all applicable laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss on or off the WORK and shall erect and maintain all necessary safeguards for such safety and protection.

6.10.3 CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the WORK may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

6.10.4 All damage, injury or loss to any property referred to in paragraph 6.10.1.2. or 6.10.1.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the WORK for anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the VILLAGE or the EOR or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR).

6.10.5 CONTRACTOR'S duties and responsibilities for the safety and protection of the WORK shall continue until such time as all the WORK is completed and EOR has issued a notice to the VILLAGE and CONTRACTOR in accordance with paragraph 14.6.(Substantial Completion) that the WORK is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.10.6 The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable laws.

6.10.7 The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from WORK, arising out of an accident in the course of employment on WORK under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

6.10.8 SAFETY REPRESENTATIVE: CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to the VILLAGE.

6.10.9 HAZARD COMMUNICATION PROGRAMS: CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employees at the Site in accordance with Laws and Regulations.

6.10.10 SUPERINTENDENT: The CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the VILLAGE'S PROJECT MANAGER.

6.10.11 EMERGENCIES: In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the EOR or the VILLAGE'S PROJECT MANAGER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss.

6.10.11.1 CONTRACTOR shall give VILLAGE PROJECT Representative and EOR prompt written notice if CONTRACTOR believes that any significant changes in the WORK or variations from the Contract Documents have been caused thereby. If EOR determines that a change in the Contract Documents is required because of the action taken in response to an emergency or Change Order shall be issued to document the consequences of the changes or variations.

6.10.11.2 During adverse weather, and against the possibility thereof, the CONTRACTOR shall take all necessary precautions to ensure that the WORK shall be done in a good and workmanlike condition and is satisfactory in all respects. When required, protection shall be provided by the use of tarpaulins, wood and building paper shelters, or other acceptable means. The CONTRACTOR shall be responsible for all changes caused by adverse weather, including unusually high winds and water levels and he shall take such precautions and procure such additional insurance as he deems prudent. The EOR may suspend construction operations at any time when, in his judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather or water level conditions may be, in any season.

6.10.11.3 If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 (Change in Contract Price) and 12, (Change in Contract Time).

6.10.12. **NATIONAL EMERGENCY:** In the event the VILLAGE is prevented from proceeding with any or all of this WORK as stated in this Contract, due to a declaration of war, or national emergency by the United States government, whereas the construction of the type contracted for herein is specifically prohibited by statute or governmental edict, or due to the stoppage of construction caused by any governmental agency, State, VILLAGE, Town, or County regulations, orders, restrictions, or due to circumstances beyond the VILLAGE'S control, then the VILLAGE herein reserves the right to either suspend the WORK to be done for an indefinite period of time or to cancel this Contract outright by giving notice by registered mail of such intention to the CONTRACTOR herein. In the event of any conditions above mentioned occurring after the WORK herein has already been commenced, then the VILLAGE herein shall be liable for only the cancellation or suspension without the addition of prospective profits or other changes whatsoever.

6.11 SHOP DRAWINGS AND SAMPLES:

Related Article 6.41: Field Samples and Mockups

6.11.1 SHOP DRAWINGS: After checking and verifying all field measurements, the CONTRACTOR shall submit to the CONSULTANT and the VILLAGE'S PROJECT MANAGER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) copies (or at the CONSULTANT'S option, one reproducible copy) of all Shop Drawings, which shall have been checked

by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings shall be complete with respect to dimensions, design criteria, materials of construction and the like to enable the EOR to review the information as required.

Shop drawings shall include, but not be limited to the following information:

6.11.1.2 Fabrication and installation Drawings and details.

6.11.1.3 Template placement diagrams.

6.11.2.4 Manufacturer's installation instructions.

6.11.1.5 Product patterns and colors.

6.11.1.6 Coordination Drawings.

6.11.1.7 Schedules.

6.11.1.8 Product mix formulae.

6.11.1.9 Product design or engineering calculations.

6.11.1.10 Other information as required by project.

After review, produce copies and distribute per Submittal Procedures article above and for record documents purposes described in Section 6.37 Closeout Submittals.

Submit to EOR for purpose of checking conformance with information given and design concept and Village's Project Manager.

6.11.2 SAMPLES: The CONTRACTOR shall also submit to the EOR for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples shall have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

Contractor shall submit to Consultant for purpose of checking conformance with information given and design concept expressed in the documents.

After review, Consultant shall submit color board to Village's Project Manager per Submittal Procedures. Samples shall also conform to the following:

6.11.2.1 Sample finishes and colors shall be from full range of manufactures' standard colors, textures, and patterns for Consultant's selection and preparation of color board for Village's approval.

6.11.2.2 After review and approval by Village, provide duplicates and distribute per Submittal Procedures.

6.11.2.3 Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

6.11.2.4 Include identification on each sample, with full project information.

6.11.2.5 Submit number of samples specified in specification, one of which Consultant shall retain.

Reviewed samples may be used in work, if indicated.

6.11.3 DEVIATIONS: At the time of each submission, the CONTRACTOR shall in writing call the EOR'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.11.4 CONFORMANCE REVIEW: The EOR shall review within ten (10) days or as extended by Village Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such shall not indicate review of the assembly in which the item functions. The CONTRACTOR shall make any corrections required by the EOR at CONTRACTOR'S expense and shall return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the EOR. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the CONSULTANT on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representation to the VILLAGE and the EOR that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents. Shop Drawings submitted without the CONTRACTOR'S stamp or specific written indication shall be returned without action. Shop Drawings and submittal data shall be reviewed two times, thereafter all further review time shall be charged to the CONTRACTOR.

6.11.5 APPROVAL: No work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed and approved by the EORT. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the EOR.

6.11.6 SPECIFIC DEVIATIONS: The EOR'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the EOR'S attention to such deviation at the time of submission and the EOR has given written approval to the specific deviation, nor shall any review by the EOR relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

6.11.7 Where a Shop Drawing or sample is required by the Specifications, any related WORK performed prior to EOR'S review and acceptance of the pertinent submission shall be the sole expense and responsibility of CONTRACTOR.

6.12 SITE CLEAN UP:

6.12.1 SITE: The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the VILLAGE, the CONTRACTOR shall remove all his surplus and discarded materials, excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the VILLAGE is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.12.2 BUILDING CLEAN-UP: Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work, he shall remove all rubbish, tools, scaffolding, surplus materials, etc., from the building and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The CONTRACTOR shall do the following special cleaning for all trades upon completion of the Work:

6.12.2.1 Remove putty stains and paint from and wash and polish all glass. Do not scratch or otherwise damage glass.

6.12.2.2 Remove all marks, stains, fingerprints and other soil and dirt from painted, stained and decorated work.

6.12.2.3 Remove all temporary protections and clean and polish floors.

6.12.2.4 Clean and polish all hardware for all trades; this shall

include removal of all stains, dust, dirt, paint, etc.

6.12.2.5 General: In case of dispute, the VILLAGE may remove the rubbish and charge the cost to the CONTRACTOR.

6.13 PUBLIC CONVENIENCE AND SAFETY:

6.13.1 Convenience: The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions.

6.13.2 Safety: "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. At any time that streets are required to be closed, Contractor shall obtain approval to close the street from the appropriate regulatory agencies having jurisdiction. The CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Approval from the VILLAGE shall be coordinated through the office of the Director of Public Works including notification of the news media and affected property owners. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. Traffic paths shall be maintained for local traffic.

6.14 SANITARY PROVISIONS:

6.14.1 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

6.15 INDEMNIFICATION:

6.15.1 CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the Village, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the Village, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its employees, or agents, arising out of or connected with this Agreement. The CONTRACTOR shall not be required to indemnify the Village or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the Village, or its agents, employees or representatives.

6.15.2 The CONTRACTOR, without exemption, shall indemnify and hold harmless, the Village, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, service marked, trademarked patented or unpatented invention, process, or any other intellectual property right or item manufactured by the CONTRACTOR. Further, if such a claim is made, or is pending, the CONTRACTOR may, at its option and expense, procure for the Village the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the Village agrees to return the article on request to the CONTRACTOR and receive reimbursement from the CONTRACTOR. If the CONTRACTOR used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. This article shall survive the termination of any contract with the Village.

6.15.3 The parties agree that Ten Dollars ($10.00) of the total compensation paid to the Bidder for performance of this Agreement shall represent the specific consideration for the Bidder's indemnification of the Owner.

6.15.4 The Village reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under the indemnification agreement.

6.15.5 It is the specific intent of the parties hereto that the foregoing indemnification complies with F.S. 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

6.15.6 Nothing contained herein is intended nor shall be construed to waive Village's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

6.16 CLAIMS:

6.16.1 In any and all claims against the VILLAGE or the EOR or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph.

6.15 (Indemnification) shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

6.16.2 Obligation: The obligations of the CONTRACTOR under paragraph 6.13 shall not extend to the liability of the EOR'S negligent acts, errors or omissions or those of his employees or agents.

6.17 RESPONSIBILITY FOR CONNECTING TO EXISTING WORK:

6.17.1 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

618 WORK IN STREET, HIGHWAY AND OTHER RIGHTS-OF-WAY: (move to 4.1 section)

6.18.1 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of these Specifications and authorities having jurisdiction. The CONTRACTOR shall be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to EOR certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.18.2 The VILLAGE shall cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.19 COOPERATION WITH GOVERNMENTAL DEPARTMENTS, PUBLIC UTILITIES, ETC.:

6.19.1 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them with Utility Owner's approval,

if he so desires.

6.19.2 NOTICES: The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.19.3 GOVERNMENT AGENCY CAUSED DELAYS: The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.19.4 CODES, LAWS, ORDINANCES AND REGULATIONS: The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding shall be considered on account of his ignorance thereof.

6.20 USE OF PREMISES: (move to contractor responsibilities)

6.20.1 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws, ordinances, and regulations, rights-of-way, permits, easements, and directions of the VILLAGE'S REPRESENTATIVE, and shall not reasonably encumber the premises with construction equipment or other materials or equipment.

6.20.2 CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the VILLAGE or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against the VILLAGE or EOR by any such owner or occupant because of the performance of the WORK, CONTRACTOR shall promptly attempt to settle with such other party by Contract or otherwise resolve the claim. CONTRACTOR shall, to the fullest extent permitted by laws and regulations, indemnify and hold the VILLAGE and EOR harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against the VILLAGE or EOR to the extent based on a claim arising out of CONTRACTOR'S performance of the WORK.

6.20.3. During the progress of the WORK, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other and other debris resulting from the WORK. At the completion of the WORK CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the VILLAGE. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.20.4 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as shall endanger its safety, nor shall he subject any part of the Work to stresses or pressures that shall endanger it.

6.20.5 CONTRACTOR shall enforce the VILLAGE'S PROJECT MANAGER's instructions in connection with signs, advertisements, fires and smoking.

6.20.6 CONTRACTOR shall arrange and cooperate with VILLAGE in routing and parking of automobiles of his employees, Subcontractors and other personnel, and in routing material delivery trucks and other vehicles to the Project site.

6.21 PROTECTION OF EXISTING PROPERTY IMPROVEMENTS:

Related Articles:

6.2- Contractor Risk and Work Protection

6.10-Safety, Protection, Storage and emergencies

6.38-Temporary barriers and Enclosures

6.39-Security

6.21.2 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings, or structures (including portions thereof), trees and shrubbery, not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project, whether or not such improvements appear on the drawings, shall be restored to a condition equal, or better, to that existing at time of award of Contract. Such restoration or repair shall be at the sole expense of the Contractor, and no claim for an increase in the Contract Price under paragraph 6.21 or under Article 10 shall be allowed.

6.22 TEMPORARY HEAT:

6.22.1 The CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the VILLAGE prior to such acceptance, in which case the VILLAGE shall assume all expenses of heating from date of full occupancy. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

6.23. SCHEDULE

6.23.1 CONTRACTOR shall submit to EOR for review and comment (to the extent indicated in paragraph 2.6. Finalizing Schedule) proposed adjustments in the progress schedule to reflect the impact thereon of new developments; these shall conform generally to the progress schedule then in effect and additionally shall comply with any provisions of the General Requirements applicable thereto. All approved changes shall be memorialized as change orders.

6.24 CONTINUING THE WORK:

6.24.1 CONTRACTOR shall carry on the WORK and adhere to the progress schedule during all disputes or disagreements with the VILLAGE. No WORK shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Article 15 (Suspension and termination of Work) or as CONTRACTOR and the VILLAGE may otherwise agree in writing.

6.25 CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE:

Related Articles: Warranties Attachment 14.4, Contractor's Warranty of Title

6.25.1 CONTRACTOR warrants and guarantees to VILLAGE and EOR that all work shall be in accordance with the Contract Documents and shall not be *defective*. That Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the VILLAGE any defect in workmanship or material appearing in the Work; and further guarantees the successful performance of the Work for the service intended.

Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

6.25.1.1 Abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or

Suppliers; or;

6.25.1.2 Normal wear and tear under normal usage.

6.25.2 Contractor's obligation to perform and complete the WORK in accordance with the Contract Documents shall be absolute. None of the following shall constitute an acceptance of WORK that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents:

6.25.2.1 Observations by EOR;

6.25.2.2 Recommendation of any progress or final payment by EOR;

6.16.2.3 The issuance of a certificate of Substantial Completion or any payment by VILLAGE to CONTRACTOR under the Contract Documents;

6.25.2.4 Use or occupancy of the WORK or any part thereof by VILLAGE;

6.25.2.5 Any acceptance by VILLAGE or any failure to do so;

6.25.2.6 Any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by EOR pursuant to paragraph 14.10.

6.26 DELETION/OVERSIGHT/MISSTATEMENT:

6.26.1 Any deletion, oversight or misstatement of the Specifications shall not release the Bidder from the responsibility of completing the project within the agreed upon time frame.

6.26.2 The cost of incidental work described in these Contract Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made, therefore.

6.27 EXCEPTIONS TO SPECIFICATIONS:

6.27.1 Any exceptions to the Specifications and/or drawings must be brought to the attention of the Purchasing Department in writing prior to the expiration of the Bid question period. Failure to list any exceptions with the Purchasing Department in writing prior to the end of the Bid question period means the Bidder is complying 100% with the Specifications. All materials may be inspected by the Village upon delivery for compliance with the Specifications. Deviations from the specifications shall be cause for the bid to be rejected as non-responsive unless the deviation was approved prior to the submittal of bids.

6.27.2 Any deletion, oversight or misstatement of these Specifications shall not release the Bidder from full responsibility for unsatisfactory workmanship and /or materials, together with all appurtenances necessary for unrestricted operation, as determined by the Village in its sole discretion.

6.28 SILENCE OF SPECIFICATIONS:

6.28.1 The apparent Silence of any Specification as to any details, or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that materials of the first quality and correct type, size and design are to be used. All workmanship is to be of first quality.

6.28.1.1 Work not specified in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described.

6.29 QUALITY

6.29.1 Items delivered as a result of award from this bid shall be free of defects. Any item(s) not meeting this specification shall be picked-up by the awarded Bidder for immediate replacement at no additional charge to the Village.

6.30 TRANSPORTATION AND HANDLING:

6.30.1 Transport and handle Products in accordance with manufacturer's instructions.

6.30.2 Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.

6.30.3 Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

6.31 DISPOSAL:

6.31.1 Before the Contractor disposes of any existing improvements or equipment which is to be removed as a portion of the work, and for which disposition is not specifically provided for elsewhere in these Specifications, he shall contact the VILLAGE and determine if the removal items are to be salvaged. Items to be salvaged by the VILLAGE shall be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the VILLAGE. Equipment and materials which shall not be salvaged by the VILLAGE shall become the property of the Contractor to be removed from the site and disposed of in an acceptable manner.

6.32 OCCUPATIONAL HEALTH AND SAFETY:

6.32.1 The CONTRACTOR, as a result of award of the bid, delivering any toxic substances item as defined in Code of Federal Regulation Chapter 29, shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate. The MSDS must include the following information:

6.32.2 The chemical name and the common name of the toxic substance.

6.32.3 The hazards or other risks in the use of the toxic substance, including:

6.32.3.1 The potential for fire, explosion, corrosion and reactivity.

6.32.3.2 The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

6.32.3.3 The primary routes of entry and symptoms of overexposure.

6.32.4 The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.

6.32.5 The emergency procedure for spills, fire, disposal and first aid.

6.32.6 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

6.32.7 The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information. Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1800-367-4378.

6.33 OSHA:

6.33.1 The CONTRACTOR warrants that the product/services supplied to the Village shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract.

6.34 CONDITIONS AND PACKAGING:

Related Article: 6.4 Labor, Materials and Equipment: Conditions, Substitutions

6.34.1 It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

6.35 UNDERWRITERS' LABORATORIES:

6.35.1 Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.

6.36 ASBESTOS:

6.36.1 Contractor shall not use any asbestos or asbestos-based fiber materials in the Work performed under this Contract.

6.36.2 If the CONTRACTOR during the course of the WORK observes the existence of asbestos in any structure, building or facility, the CONTRACTOR shall promptly notify the VILLAGE and the EOR. The VILLAGE shall consult with the EOR regarding removal or encapsulation of the asbestos material and the CONTRACTOR shall not perform any WORK pertinent to the asbestos material prior to receipt of special instructions from the VILLAGE through the EOR.

6.37 CLOSEOUT SUBMITTALS:

PART 1 GENERAL

6.37.1 SCOPE OF WORK

6.37.1.1 Closeout procedures.

6.37.1.2 Final cleaning.

6.37.1.3 Adjusting.

6.37.1.4 Project record documents.

6.37.1.5 As-built survey.

6.37.1.6 Operation and maintenance data.

6.37.1.7 Spare parts and maintenance Products.

6.37.1.8 Warranties and bonds.

6.37.1.9 Maintenance service.

6.37.2 RELATED SECTIONS

Payment Procedures.

Submittal Procedures.

Commissioning.

Testing, Adjusting and Balancing of HVAC.

Commissioning of HVAC.

6.37.3 CLOSEOUT PROCEDURES

6.37.3.1 Submit written certification that contract documents were reviewed, work inspected, and that work is complete in accordance with contract documents and ready for VILLAGE'S Project Manager and EOR'S review.

6.37.3.2 Provide submittals to EOR and VILLAGE's Project Manager that are required by governing or other authorities.

Submit final application for payment identifying total adjusted contract sum, previous payments, and sum remaining due.

VILLAGE may opt to occupy or portions of completed facilities upon substantial completion of those portions of work.

Contractor/CM shall provide punch list to EOR identifying items remaining to be completed.

EOR shall inspect project to determine completion of punch list and project compliance with Contract Documents.

6.37.4.1 Execute final cleaning prior to final project assessment.

6.37.4.2 Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, wax, clean and polish transparent and glossy surfaces, vacuum carpet and soft surfaces.

6.37.4.3 Clean equipment and fixtures to sanitary condition with cleaning materials per manufacturer's written recommendations.

6.37.4.4 Replace filters of operating equipment.

6.37.4.5 Clean debris from roofs, gutters, downspouts, and drainage systems.

6.37.4.6 Clean site; sweep paved areas, rake clean landscaped surfaces.

6.37.4.7 Remove waste and surplus materials, rubbish, and construction facilities from the site.

6.37.4.8 Clean and sanitize water fountains (coolers).

6.37.4.9 Clean ledges countertops and shelves with all-purpose non-abrasive cleaner leaving no residue.

6.37.5 ADJUSTING

6.37.5.1 Adjust operating products and equipment to ensure smooth and unhindered operation.

6.37.6 PROJECT RECORD DOCUMENTS

6.37.6.1 Maintain on site one set of record documents, recording accurate field revisions to contract documents to include:

Drawings/specifications and addenda.

Change orders and other modifications to work.

Reviewed shop drawings, product data, and samples.

Manufacturer's instruction for assembly, installation, and adjusting.

6.37.6.2 Ensure entries are complete and accurate, enabling ready access and reference by VILLAGE's Project Manager.

6.37.6.3 Store record documents separate from documents used for construction.

6.37.6.4 Record information concurrent with construction progress.

6.37.6.5 Specifications shall be legibly marked and recorded for each product used indicating the following:

Manufacturer's name, product model and number.

Product substitutions or alternates utilized.

Changes made by addenda and modifications.

6.37.6.6 Record drawings and shop drawings shall be legibly marked with each item recorded to indicate actual construction as follows."

1. Measured depths of foundations in relation to finish first floor datum.
2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the work.
4. Field changes of dimension and details.
5. Details not on original contract drawings.

6.37.6.7 As-built survey: Upon completion of site construction improvements, provide EOR and VILLAGE's Project Manager with complete and accurate field survey prepared, signed and sealed by Florida registered surveyor.

6.37.6.8 Provide exact horizontal and vertical location relative to property lines and NGVD of buildings, concrete and asphalt surfaces and all drainage features including lakes, detention areas, berms, embankments, swales drainage inlets, storm-water outfalls, storm and sewer manholes and water shut off valve locations.

6.37.6.9 Provide actual grades of spot elevations shown on paving and drainage plans.

6.37.6.10 Provide sufficient information indicating a true representation of constructed grade conditions for areas where grading between two elevation points is not constructed at uniform slope.

6.37.6.11 Survey shall include cross sections elevations at 50' stations of swales, lakes, and drainage retention areas including banks, berms, bottoms and transitions constructed or improved.

Elevations shown shall be accurate to the nearest tenth of a foot.

6.37.6.12 Upon project completion, transfer project record drawing information and recording of building and site survey information to AutoCAD (2008 or later format) files and provide two copies of CD's to EOR for review and transmitted to VILLAGE, prior to claim for final Application for Payment.

Contractor/CM shall also submit hard copies of record drawings and project manual maintained during project to VILLAGE's Project Manager.

VILLAGE will be responsible for making prints from CD's and for their distribution to VILLAGE's user groups.

6.37.6.13 Submit one additional CD in AutoCAD to VILLAGE for distribution to Sheriff's Department with following information:

Provide Site Plan on black background indicating the following site information and in colors and layers indicated.

a.	Roads and Driveways into and on-site	White
b.	Backflow and PIV Valves	Cyan
c.	Valves for Fire Lines	Magenta
d.	Fire Hydrants	White
e.	Emergency Generator	Cyan
f.	Flammable Storage Buildings	Red
g.	Gas Tanks	Red

Provide separate drawing files for each floor plan along with mechanical mezzanines and roof access locations showing following systems and in colors and layers indicated.

a.	Intercom Panel	Yellow
b.	Fire Alarm Panel	Red
c.	Electrical Panels	Magenta
d.	HVAC Control Panels	White
e.	Roof Access Panels	Cyan
f.	Flammable Storage Spaces	Red
g.	Custodial Storage	Orange
h.	Walls, windows, room names and numbers	Gray

6.37.7 OPERATION AND MAINTENANCE DATA

6.37.7.1 Submit documentation as noted in individual product specifications and as noted herein.

6.37.8 SPARE PARTS AND MAINTENANCE PRODUCTS

6.37.4 FINAL CLEANING

6.37.8.1 Provide spare parts, maintenance, and extra products in quantities specified in specification.

6.37.8.2 Deliver to VILLAGE; obtain receipt prior to final payment.

6.37.9 WARRANTIES

6.37.9.1 Submit documentation as noted in individual product specifications and as noted herein.

6.37.9.2 Provide duplicate notarized copies.

6.37.9.3 Execute and assemble transferable warranty documents from subcontractors, suppliers, and manufacturers.

6.37.9.4 Provide Table of Contents and assemble in D-side 3-ring white binders with typed title sheet of contents inside durable plastic front cover.

6.37.9.5 Submit prior to final application for payment.

6.37.9.6 For items of work delayed beyond date of substantial completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

6.37.10 MAINTENANCE SERVICE

6.37.10.1 Furnish service and maintenance of components indicated in specification sections for one-year from date of substantial completion.

6.37.10.2 Examine, clean, adjust, and lubricate system components as required for reliable operation.

6.37.10.3 Include systematic examination, adjustment, and lubrication of components repairing or replacing parts as required with parts produced by the manufacturer of the original component.

6.37.10.4 VILLAGE shall approve in writing of transfers or reassignments of maintenance service tasks.

6.37.11 ASBESTOS CERTIFICATION

6.37.11.1 Provide notarized letter from Contractor/CM certifying that "to the best of his/her knowledge no asbestos containing building materials were used as a building material in the project", per FS 255.40.

6.38 TEMPORARY BARRIERS AND ENCLOSURES

6.38.1 GENERAL

Related Articles:

6.2- Contractor Risk and Work Protection

6.10-Safety, Protection, Storage and emergencies

6.21 Protection of Existing Property Improvements

6.38-Temporary barriers and Enclosures

6.39-Security

6.38.1.1 SCOPE OF WORK

6.38.1.2 Temporary barriers and enclosures to provide construction work areas separate from Owner's on-going operations.

6.38.1.3 Protection of new work, existing facilities and grounds from damage, theft, vandalism, and unauthorized entry.

6.38.1.4 Six (6) foot high chain link fencing surrounding and separating areas under construction including area for contractor's mobilization and parking separate from existing facilities and on-going Village activities.

6.38.1.5 Demising walls and other barriers as required to separate building areas under construction that permits safe and unobstructed exiting of partially Owner-occupied buildings.

6.38.1.6 Safety of construction workers, Village staff, and visitors located in areas of Village facilities not under renovation or construction.

6.38.1.7 Control dust, erosion and sediment, noise, pollution, rodent and environmental control.

6.38.2 RELATED DOCUMENTS

Project Management and Coordination.

Security Procedures.

Submittal Procedures.

6.38.3 ENTRY CONTROL

6.38.3.3 Restrict entrance of persons and vehicles into Project site and existing facilities in accord with Section 01 35 33 – Security Procedures.

6.38.3.4 Prior to project commencement, Contractor's on-site personnel shall meet with Owner's Project Manager for renovation and new construction to delineate areas for Contractor's operations to include storage and office trailers, parking, material storage lay-down areas.

6.38.3.5 Material deliveries shall be coordinated with Village staff to ensure safe transit of staff across delivery routes.

6.38.3.6 Interruption of preapproved entry controls shall be coordinated with Owner's Project Manager prior to proposed interruption.

6.38.3.7 Allow entrance only to authorized persons with proper identification.

6.38.3.8 Contractor/CM shall post "No Trespassing" and "Hard Hat Area" signs along project perimeter and at construction access points.

1. No Trespassing sign shall include statutory language that area is construction site and that trespassing, and theft are felonies and violators will be prosecuted.

2. No Trespassing sign shall include name of Contractor/CM.

3. No Trespassing signs shall not be larger than 24" (600mm) by 24" (600mm).

4. Hard Hat Area sign shall not be larger than 12" (300mm) by 12" (300mm).

6.38.4 DEMISING WALLS

6.38.4.1 Where location of construction is contiguous to or within existing Village Facility, Provide demising walls to physically separate new or renovation work from existing on-going Village operations.

6.38.4.2 Demising walls shall be continuous plywood with vapor barrier and wood framing to prevent unauthorized entrance, dust or debris from entering occupied portion of Village Facility.

6.38.4.3 Where construction is overhead, provide safe and secure method of access through or adjacent to work with system of scaffolding, plywood or wood planking overhead to prevent falling debris or materials from interrupting safe passage through construction area.

6.38.5 FENCING

6.38.5.1 Areas under construction including area for contractor's mobilization and parking shall be separated from existing Village facilities and on-going Village activities with fencing.

6.38.5.2 Provide 6' high chain link fencing along construction zone boundaries not facing existing buildings.

6.38.5.3 Provide with 6' high chain link fencing with visual fabric covering along construction zone boundaries greater than 20' of existing buildings not in construction zone.

6.38.5.4 Provide with 6' high chain link fencing with plywood covering along construction zone boundaries greater less than 20' of existing buildings not in construction zone.

6.38.5.5 Fencing shall be designed to resist winds up to 74 miles per hour.

6.38.5.6 Contractor (CM) shall have option of providing fencing designed to withstand 140 miles per hour or be completely removed 24 hours prior to occurrence of anticipated high wind event.

6.38.5.7 Provide access gates required by code for ingress and egress and for Owner's and Contractor/CM's access to Owner's access to occupied portion of site and for construction access.

6.38.6 ENVIRONMENTAL CONTROLS

6.38.6.1 Protect existing buildings and adjacent property from dust produced by construction operations. Use encapsulating or wetting devices to control moisture content of traffic and construction areas.

6.38.6.2 Control surface drainage to prevent off site discharge of pollutants and prevent erosion and sedimentation.

6.38.6.3 Provide berms, dikes or drains to divert water flow away from new or existing structures into storm water retention areas.

6.38.6.4 Provide methods necessary to prevent mud and debris from entering storm water system.

6.38.6.5 Provide methods necessary to prevent excessive noise on site.

1. Comply with OSHA and Owner's noise requirements.

6.38.6.6 Provide methods necessary to prevent pests and insects from damaging the work.

6.38.6.7 Provide methods necessary to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances or pollutants from construction operations.

6.38.7 SUBMITTALS

6.38.7.1 Comply with Section "Submittal Procedures."

6.38.7.2 Submit site plan and floor plans indicating locations and material construction of proposed protective structures.

6.38.8 TEMPORARY FENCING

6.38.8.1 Six (6) foot high, minimum 10 gage aluminum or galvanized steel fabric.

6.38.8.2 Fencing shall have six-foot-high visual fabric cover to block visual access to construction activities.

6.38.8.3 5/8" C/D plywood sheets, pressure treated or other means of weather protection, with 2 x 4 wood framing at edges and 24" maximum vertical spacing.

6.38.9 TEMPORARY WALLS

6.38.9.1 Demising Wall: 5/8" C/D plywood sheets, 2 x 4 wood framing at 24" maximum spacing, and 10 mil black polyethylene vapor barrier covering with sealed joints.

6.38.9.2 Overhead Protection: Metal scaffolding with ¾" B/C plywood or 2" x 12" wood planking.

6.38.10 EXECUTION/ 1 INSTALLATION AND REMOVAL

6.38.10.1 Temporary fencing shall be installed prior to start of vertical construction and removed upon completion of work.

6.38.10.2 Demising walls shall be installed prior to start of renovations or building additions and removed work.

6.38.10.3 Walls shall be protected or removed during storm events where winds are anticipated to exceed 74 miles per hour.

6.39 SECURITY PROCEDURES

6.39.1 SCOPE OF WORK

6.39.1.1 Development of site security program, project entry control procedures, personnel screening and identification.

6.39.1.2 RELATED SECTIONS

Project Management and Coordination.

Submittal Procedures.

Temporary Barriers and Enclosures.

6.39.2 SECURITY PROGRAM

6.39.2.1 Protect new work, existing facilities and grounds from damage, theft, vandalism, and unauthorized entry.

6.39.2.2 Initiate security program in coordination with Owner's existing security system at time of project mobilization to ensure safety of staff, and visitors to the unaffected portions of the Village facilities.

6.39.2.3 Maintain security program throughout construction period until Owner's project acceptance.

6.39.3 ENTRY CONTROL

6.39.3.1 Restrict entrance of persons and vehicles into Project site and existing facilities as indicated by Owner approved security plan.

6.39.3.2 Allow entrance only to authorized persons with proper identification.

6.39.3.3 Maintain log of workers and visitors, make available to Owner on request.

6.39.3.4 Coordinate access of Owner's personnel to site in coordination with Owner's security forces.

6.39.4 PERSONNEL IDENTIFICATION

6.39.4.1 Contractor/CM on-site staff, subcontractors and vendors on site shall wear identification badges at all times on site.

6.39.4.2 Identification badges shall be current at time of project and shall be re-verified and reissued yearly if project extends past original badge expiration date.

6.39.5 SUBMITTALS

6.39.5.1 Comply with Section Submittal Procedures.

6.39.5.2 Provide list of personnel proposed to be used on project for fingerprinting and background checks.

6.39.5.3 Contractor/CM shall submit initial list of accredited persons and provide monthly updated lists to Owner.

6.39.5.4 Provide security plan to Owner indicating how construction site is to be secured and separated from existing Village facility and its operations including normal and emergency egress and exiting from the operational portion of Village facility and for new additions and existing portion under construction.

6.40 PRODUCT SUBSTITUTION REQUIREMENTS AND PROCEDURES

6.40.1 SCOPE OF WORK

6.40.1.1 Administrative and procedural requirements for consideration of request for substitution during the design and construction phases.

6.40.2 REFERENCES

Submittal Procedures.

References.

Quality Control.

Closeout Submittals.

6.40.3 REQUIREMENTS

6.40.3.1 Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements, and that other products of equal capacities, quality and function may be considered. The CONTRACTOR may request the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the EOR and VILLAGE, such material, article, or piece of equipment is of equal substance and function to that specified, the EOR with concurrence of the VILLAGE'S PROJECT MANAGER may approve its substitution and use by the CONTRACTOR

6.40.3.2 A request constitutes a representation that the Contractor or Bidder:

6.40.3.2.1 Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.

6.40.3.2.2 Will provide the same warranty for the Substitution as for the specified Product.

6.40.3.2.3 Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.

6.40.3.2.4 Waives claims for additional costs or time extension which may subsequently become apparent.

6.40.3.2.5 Will reimburse Owner and Consultant for review or redesign services associated with substitution.

6.40.3.3 The application shall state that the evaluation and acceptance of the proposed substitute shall not prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the WORK shall require a change in any of the Contract Documents (or in the provisions of any other direct contract with the VILLAGE for WORK on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the WORK is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service shall be indicated.

6.40.3.4 The application shall also contain an itemized estimate of all costs and cost savings that shall result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be

considered by EOR in evaluating the proposed substitute. EOR may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

6.40.3.5 Incidental changes or extra component parts required to accommodate the substitute shall be made by the CONTRACTOR without an increase in the Contract Price or Contract Time. The CONTRACTOR shall reimburse the VILLAGE for charges of the EOR and EOR'S consultants for review evaluating each proposed substitution. These costs shall include transportation to operating installation at factories, etc.

6.40.3.6 No substitute shall be ordered or installed without the written approval of the EOR with the VILLAGE'S PROJECT MANAGER's concurrence. The Village may require the CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.

6.40.3.7 Delay caused by obtaining approvals for substitute materials or installations shall not be considered justifiable grounds for an extension of construction time.

6.40.4 SUBMITTAL PROCEDURES

6.40.4.1 Transmit three (3) copies of each substitution request on company letterhead with completed Product Substitution Request Form in the Sample Forms Section of the Document.

6.40.4.2 During bidding phase, substitution requests shall be directed to the VILLAGE.

6.40.4.3 During construction phase substitution requests shall be directed to the Village.

6.40.4.4 Substitution Form shall identify project, Contractor/CM and EOR during bidding phase plus Subcontractor or supplier during construction phase indicating Specification Section and Paragraph number of specified material and pertinent drawing and detail numbers, as appropriate.

Include complete information as required in the Substitution Form. Incomplete information will result in automatic rejection of the substitution request.

6.40.4.5 Apply contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information are in accordance with the requirements of the work and contract documents.

6.40.4.6 Schedule submittals to expedite the project and deliver to EOR or Contractor/CM at business address. Coordinate submission of related items.

6.40.4.7 For each submittal for review, allow five (5) workdays excluding delivery time to and from the EOR or CM/Contractor.

6.40.4.8 Identify variations from contract documents and product or system limitations, which may be detrimental to successful performance of the completed work.

6.40.4.9 Provide space for Contractor/CM and EOR review stamps.

6.40.4.10 When revised for resubmission, identify all changes made since previous submission.

6.40.4.11 Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

6.40.4.12 Submittals not requested will not be recognized or processed.

6.40.4.13 Submit shop drawings, product data, and certified test results attesting to the proposed Product equivalence. Burden of proof is on proposer.

6.40.4.14 The Consultant will notify Contractor in writing of decision to accept or reject request.

6.40.5 SUBSTITUTION REQUESTS

Requests for substitutions shall be made not later than ten (10) calendar days prior to bid date. Requests received after the above dates may not be considered.

6.41 FIELD SAMPLES AND MOCKUPS

6.41.1 SCOPE OF WORK

Administrative and procedural requirements for assure quality of construction before and during construction.

General requirements for mockups and field samples, constructed, applied or assembled at the site for reviewed for use as a quality standard.

6.41.2 RELATED SECTIONS

6.11: Shop Drawings and Samples

Payment Procedures

Submittal Procedures.

References.

Quality Control.

Project Storage and Handling Requirements.

Closeout Submittals.

6.41.3 COORDINATION AND PROJECT CONDITIONS

6.41.3.1 Coordinate scheduling, submittals, and work to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

6.41.3.2 Verify utility requirements and characteristics of operating equipment are compatible with building utilities.

6.41.3.3 Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

6.41.3.4 Coordinate space requirements, supports and installation of mechanical and electrical work that is indicated diagrammatically on Drawings.

6.41.3.5 Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

6.41.3.6 In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

6.41.3.7 Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for VILLAGE's partial occupancy.

6.41.3.8 After VILLAGE occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of VILLAGE's activities.

6.41.3.9 VILLAGE change orders for extra work required by Contractor/CM due to poor coordination with sub trades will not be considered.

6.41.4 FIELD ENGINEERING

Employ Land Surveyor registered in State of Florida approved by VILLAGE from VILLAGE's continuing services providers. Obtain list from VILLAGE's Project Manager.

6.41.4.1 Contractor shall locate and protect survey control and reference points.

6.41.4.2 Control datum for survey is that established by VILLAGE provided survey.

6.41.1.3 Verify setbacks and easements; confirm drawing dimensions and elevations.

6.41.4.4 Provide field engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.

6.41.4.5 Submit copy of site drawing and certificate signed by the Land Surveyor that the elevations and locations of the Work are in conformance with the Contract Documents.

6.41.5 MOCKUP REQUIREMENTS

6.41.5.1 Tests will be performed under provisions identified in this section and identified in respective product specification sections.

6.41.5.2 Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.

6.41.5.3 Accepted mock-ups shall be comparison standard for remaining Work.

6.41.5.4 Where mock-up has been accepted by Architect/Engineer and is specified in product specification sections to be removed; remove mock-up and clear area when directed to do so by Architect/Engineer.

ARTICLE 7 – OTHER WORK

7.1. RELATED WORK AT SITE:

7.1.1 The VILLAGE may perform other WORK related to the Project at the site by the VILLAGE'S own forces, let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other WORK is to be performed was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such other WORK; and, if CONTRACTOR believes that such performance shall involve additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 (Change in Contract Price) and Article 12 (Change in Contract Time). If the performance of additional WORK by other Contractor or the VILLAGE is noted in the Contract Documents, no additional adjustment of time or compensation shall be considered.

7.1.2 CONTRACTOR shall afford the VILLAGE and other contractors who are a party to such a direct contract (or the VILLAGE, if the VILLAGE is performing the additional WORK with the VILLAGE'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such WORK and shall properly connect.

7.1.2 CONTRACTOR shall afford the VILLAGE and other contractors who are a party to such a direct contract (or the VILLAGE, if the VILLAGE is performing the additional WORK with the VILLAGE'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such WORK and shall properly connect and coordinate the WORK with theirs. CONTRACTOR shall do all cutting, fitting and patching of the WORK that may be required to make its several parts come together properly and integrate with such other WORK. CONTRACTOR shall not endanger any WORK of others by cutting, excavating or otherwise altering their WORK and shall only cut or alter their WORK with the written consent of the VILLAGE, EOR, and others whose WORK shall be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of the VILLAGE and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between the VILLAGE and other contractors.

7.1.3 If any part of CONTRACTOR'S WORK depends for proper execution or results upon the WORK of any such other contractor other than CONTRACTOR'S OWN SUBCONTRACTOR, (or the VILLAGE), CONTRACTOR shall inspect and promptly report to CONSULTANT in writing any delays, defects or deficiencies in such other WORK that render it unavailable or unsuitable for such proper execution and results of CONTRACTOR'S WORK. CONTRACTOR'S failure to report shall constitute an acceptance of the other WORK as fit and proper for integration with CONTRACTOR'S WORK except for latent defects and deficiencies in the other WORK.

7.2. COORDINATION:

7.2.1. If the VILLAGE contracts with others for the performance of other WORK on the Project at the site, the person or organization who shall have authority and responsibility for coordination of the activities among the various prime contractors shall be identified in the Technical Specifications and the specific matters to be covered by such authority and responsibility shall be itemized, and the extent of such authority and responsibilities shall be provided in the Technical Specifications. Unless otherwise provided in the Technical Specifications, neither the VILLAGE nor the EOR shall have any authority or responsibility in respect of such coordination.

ARTICLE 8 – VILLAGE'S RESPONSIBILITIES

8.1 COMMUNICATIONS TO CONTRACTOR:

8.1.1 VILLAGE shall issue all communications to CONTRACTOR, copy to EOR.

8.2 FURNISH DATA:

8.2.1 VILLAGE shall promptly furnish the data required of the VILLAGE under the Contract Documents.

8.3. PAYMENTS:

8.3.1 VILLAGE shall make payments to CONTRACTOR promptly when they are due as provided in Sections 14.5 (Review of Application for Progress payment), and 14.10, (Final Payment and Acceptance).

8.4 LANDS, EASEMENTS: REPORTS AND TESTS:

8.4.1 The VILLAGE'S duties in respect of providing lands and easements and providing engineering surveys, if available, to establish reference points are set forth in paragraphs 4.1.1(Availability of Land) and 4.5.1 (Reference Points).

8.4.2 The VILLAGE shall identify and make available to CONTRACTOR copies of reports of physical conditions at the Site and drawings of existing structures that have been utilized in preparing the Contract Documents as set forth in Paragraph 4.2, (Report of Physical Conditions).

8.5 CHANGE ORDERS

8.5.1 The VILLAGE is obligated to execute Change Orders as indicated in Article 10, (Changes in the Work).

8.6 SUSPENSION OF WORK

8.6.1 In connection with the VILLAGE'S right to stop WORK or suspend WORK see paragraph 13.5 (Village May Stop Work) and 15.1 Village May Suspend Work). Paragraph 15.2 (Village May Terminate for Cause) and 15.3 (Village May terminate Without Cause) deals with

the VILLAGE'S right to terminate services of CONTRACTOR.

8.7 ESTIMATED DOLLAR VALUE:

8.7.1 No guarantee of the dollar amount of this bid is implied or given.

8.8 QUANTITIES:

8.8.1 Quantities shown are estimates only. No guarantee or warranty is given or implied by the Village as to the total amount that may or may not be purchased from any resulting contract. The Village reserves the right to decrease or increase quantities or add or delete any item from the contract if it is determined that it best serves the interests of the Village. Orders shall be placed as needed by individual locations during the contract period. The CONTRACTOR agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

8.9 ADDITIONAL TERMS AND CONDITIONS:

98.8.9.1 No additional terms and conditions included with the Bid response shall be evaluated or considered, have any force or effect, and are inapplicable to this Bid. It is understood and agreed that the conditions in these Bid Documents are the only conditions applicable to this Bid and the CONTRACTOR's authorized signature on the Bid Form attests to this.

ARTICLE 9 – CONSULTANT'S (EOR) STATUS DURING CONSTRUCTION

9.1 VILLAGE'S REPRESENTATIVE:

9.1.1 The EOR (if specifically designated), or a specifically designated employee of the VILLAGE, shall act as the VILLAGE'S REPRESENTATIVE during the construction period. The duties and responsibilities and the limitations of authority of the EOR as one of the VILLAGE'S REPRESENTATIVES during construction are set forth in Articles 1 through 17 of these Supplementary Conditions and shall not be extended without written consent of the VILLAGE'S PROJECT MANAGER and the EOR.

9.1.2 The EOR's decision with the consent of the VILLAGE'S PROJECT MANAGER in matters relating to aesthetics, shall be final, if within the terms of the Contract Documents.

9.1.3 EOR shall work with the VILLAGE to

9.1.3.1 Establish on-site lines of authority and communications:

9.1.3.2 Schedule and conduct pre-construction meeting and progress meetings.

9.1.4 EOR shall also work with the VILLAGE to establish procedures for:

9.1.4.1 Submittals

9.1.4.2 Reports and records

9.1.4.3 Recommendations

9.1.4.4 Coordination of drawings

9.1.4.5 Schedules

9.1.4.6 Resolution of conflicts

9.1.5 EOR shall also

9.1.5.1 Interpret Contract Specifications and Drawings

9.1.5.2 Transmit written interpretations to Contractor, and to other concerned parties.

9.1.5.3 Assist in Obtaining permits and approvals.

9.1.5.4 Verify that Contractor and subcontractors have obtained inspections for Work and for temporary facilities.

9.1.5.5 Assist VILLAGE to control the use of Site:

9.2 VISITS TO SITE:

9.2.1 After written notice to proceed with the WORK, the EOR shall make visits to the site at intervals appropriate to the various stages of construction or as per EOR'S contract with VILLAGE to observe the progress and quality of the executed WORK and to determine, in general, if the WORK is proceeding in accordance with the Contract Documents. On the basis of his on-site observations, as an experienced and qualified design professional, he shall keep the VILLAGE informed of the progress of the WORK, shall endeavor to guard the VILLAGE against defects and deficiencies in the WORK of the Contractor.

9.3 PROJECT REPRESENTATION:

9.3.1 The Village or its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the VILLAGE.

9.4 CLARIFICATIONS AND INTERPRETATIONS:

9.4.1 The EOR shall issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the VILLAGE may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification of interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 (Change in Contract Price) and Article 12 (Change in Contract Time).

9.5 MEASUREMENTS:

9.5.1 MEASUREMENTS: All Work completed under the Contract shall be measured by the EOR'S or VILLAGE'S REPRESENTATIVE or PROJECT REPRESENTATIVE according to the United States Standard Measures. All linear surface measurements shall be made horizontally or vertically as required by the item measured.

9.6 REJECTING DEFECTIVE WORK

9.6.1 The EOR, VILLAGE'S REPRESENTATIVE or PROJECT REPRESENTATIVE shall have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final acceptance). They shall also have authority to require special inspection or testing of the Work as they may individually or severally deem necessary, whether or not the Work is fabricated, installed or completed.

9.6.2 Mockups must be approved prior to work beginning. The mockup shall be the basis for the quality of work and the work's acceptance.

9.7 SHOP DRAWINGS, CHANGE ORDERS AND PAYMENTS:

9.7.1 In connection with EOR'S responsibility for Shop Drawings and samples, see Sections 6.11 (Shop Drawings and Samples).

9.7.2 In connection with EOR'S responsibilities as to Change Orders see Article 10, (Changes in the Work), Articles 11 (Change in Contract Price) and Article 12 (Change in Contract Time).

9.7.3 In connection with EOR'S responsibilities in respect of Applications for Payment, etc., see Article 14, (Payments to Contractor and Completion).

9.8 DETERMINATIONS FOR UNIT PRICES:

9.8.1 The VILLAGE PROJECT MANAGER and EOR shall determine the actual quantities and classifications of Unit Price WORK

performed by CONTRACTOR. The VILLAGE PROJECT MANAGER and EOR shall review with CONTRACTOR EOR'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). The VILLAGE PROJECT MANAGER'S written decisions thereon shall be final and binding upon the VILLAGE and CONTRACTOR unless, within ten days after the date of any such decision, the CONTRACTOR delivers to the VILLAGE and to EOR written notice of intention to appeal from such a decision.

9.9 DECISIONS ON DISPUTES:

9.9.1 The VILLAGE PROJECT MANAGER with the input of the CONSULTANT shall be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the WORK thereunder. Claims, disputes and other matters relating to the acceptability of the WORK or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the WORK and claims under Articles 11 (Change in Contract Price) and Article 12 (Change in Contract Time) in respect of changes in the Contract Price or Contract Time shall be referred initially to EOR in writing with a request for a formal decision in accordance with this paragraph, which EOR with the consent of the Village Project Director shall render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to The VILLAGE PROJECT MANAGER and EOR and the other party to the Contract promptly (but in no event later than ten (10) days) after the start of the occurrence or event giving rise thereto, and written supporting data shall be submitted to The VILLAGE PROJECT MANAGER and EOR within ten (10) days after such occurrence unless CONSULTANT with the consent of the Village Project Director allows an additional period of time to ascertain more accurate data in support of such claim, dispute or other matter.

9.9.2 The VILLAGE PROJECT MANAGER and EOR shall submit any response to the claimant within ten (10) days after receipt of the claimant's last submittal (unless The VILLAGE PROJECT MANAGER and EOR allows additional time). EOR with the consent of the Village Project Director shall render a formal decision in writing thirty days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. The VILLAGE PROJECT MANAGER'S written decision, on such claim, dispute or other matter shall be final and binding upon CONTRACTOR unless:

(i) an appeal from VILLAGE/ EOR's decision is taken within the time limits and in accordance with the procedures set forth pursuant to Article 16, (Dispute Resolution) or

(ii) a written notice of intention to appeal from The VILLAGE PROJECT MANAGER and EOR's written decision is delivered by CONTRACTOR to the VILLAGE PROJECT MANAGER and EOR within ten (10) days after the date of such decision and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within thirty (30) days of the date of such decision, unless otherwise agreed in writing by VILLAGE and CONTRACTOR.

9.9.3 The rendering of a decision by The VILLAGE PROJECT MANAGER pursuant to paragraphs 9.8.1, (Determinations for Unit Prices), 9.9.1 and 9.9.2 (Dispute Resolution) with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11 Waiver of Claims) shall be a condition precedent to any exercise by CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter pursuant to Article 16.

9.10 INSPECTION AND TESTING:

9.10.1 EOR shall inspect work to assure performance in accord with requirements of Contract Documents as follows:

9.10.1.1 Administer special testing and inspections of suspect Work.

9.10.1.2 Reject Work, which does not comply with requirements of Contract Documents.

9.10.2 Coordinate Testing Laboratory Services:

9.10.2.1 Verify that required laboratory personnel are present.

9.10.2.2 Verify that tests are made in accordance with specified standards.

9.10.2.3 Review test reports for compliance with specified criteria.

9.10.2.4 Recommend and administer any required re-testing.

9.11 LIMITATIONS ON EOR:

9.11.1 Neither EOR'S authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by EOR either to exercise or not exercise such authority shall give rise to any duty or responsibility of EOR to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the WORK, or to any surety for any of them.

9.11.2 Whenever in the Contract Documents the term "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of the like effect or import are used to describe a requirement, direction, review or judgment of EOR as to the WORK, it is intended that such requirement, direction, review or judgment shall be solely to evaluate the WORK for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to EOR any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.11.3 or 9.11.4.

9.11.3 EOR shall not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and EOR shall not be responsible to CONTRACTOR for CONTRACTOR'S failure to perform or furnish the WORK in accordance with the Contract Documents.

9.11.4 EOR shall not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the WORK.

ARTICLE 10 – CHANGES IN THE WORK

10.1 AUTHORIZED CHANGES IN THE WORK

10.1.1 Without invalidating the Contract and without notice to any surety, the VILLAGE may, at any time or from time to time, order additions, deletions or revisions in the WORK; these shall be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the WORK involved that shall be performed under the applicable conditions of the Contract Documents, except as otherwise specifically provided.

10.1.2. If the VILLAGE and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Change Directive, a claim may be made therefore as provided in Articles 11 (Change in Contract Price) and Article 12 (Change in Contract Time).

10.2 UNAUTHORIZED CHANGES IN THE WORK

10.2.1 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any WORK performed that is not required by the Contract Documents as amended, modified and supplemented as provided in Section 3.2, (References to Standards) except in the case of an emergency as provided in paragraph 6.10.11 (Emergencies) and except in the case of uncovering WORK as provided in paragraph 13.4.2, (Uncovering Work).

10.3 EXECUTION OF CHANGE ORDERS

10.3.1 The VILLAGE and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.3.1.1 Changes in the WORK, which are ordered by the VILLAGE pursuant to paragraph 10.1.1, (Changes in the Work) are required because of acceptance of *defective* WORK under paragraph 13.8 or correcting *defective* WORK under paragraph 13.9 or are agreed to by the parties.

10.3.1.2 Changes in the Contract Price or Contract time which the parties agree to.

10.3.1.3 Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by EOR pursuant to paragraph 9.9.1; (Decisions on Disputes) provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provision of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the WORK and adhere to the progress schedule as provided in paragraph 6.24.1.

10.3.2. Surety. It is distinctly agreed and understood that any changes made in the Contract Documents for this WORK (whether such changes increase or decrease the amount thereof) or any change in the manner or time of payments or time of performance made by the VILLAGE to the CONTRACTOR shall in no way annul, release or affect the liability and surety on the Bonds given by the CONTRACTOR. If notice of any change affecting the general scope of the WORK or the provisions of the Contract Documents (including, but not limited to, Contract Price or contract Time) is required by the provisions of any bond to be given to a Surety, the giving of any such notice shall be CONTRACTOR'S responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

10.3.3 Notwithstanding, anything to the contrary contained within the contract documents, all change orders involving additional cost or extensions of time, shall be governed by the ordinances of the VILLAGE.

ARTICLE 11 – CHANGE OF CONTRACT PRICE

11.1 GENERAL

11.1.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the WORK. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.1.2 The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to EOR promptly (but in no event later than ten (10) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within thirty (30) days after such occurrence (unless EOR allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by VILLAGE and EOR in accordance with paragraph 9.9.1 if the VILLAGE and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price shall be valid if not submitted in accordance with this paragraph 11.1.2.

11.1.3 The value of any WORK covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.1.3.1 Where the WORK involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of Section 11.5 (Unit Price Work) inclusive).

11.1.3.2 By mutual acceptance of a lump sum (which shall include an allowance for overhead and profit in accordance with paragraph 11.3.1.2.a Contractor's Fee).

11.1.3.3 On the basis of the Cost of the WORK (determined as provided in Section 11.2, inclusive) plus a CONTRACTOR'S Fee for overhead and profit (determined as provided in Section 11.3, Contractor's Fee, inclusive).

11.2 COST OF THE WORK:

11.2.1 General. The term Cost of the WORK means the sum of all costs necessary incurred and paid by CONTRACTOR in the proper performance of the WORK. Except as otherwise may be agreed to in writing by the VILLAGE, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.2.2: (Exclusions to Cost of the Work).

11.2.1.1 Labor. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the WORK under schedules of job classification agreed upon by the VILLAGE and CONTRACTOR. Payroll costs for employees not employed full time on the WORK shall be apportioned on the basis of their time spent on the WORK. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing WORK after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above to the extent authorized by the VILLAGE.

11.2.1.2 Materials and Equipment. Cost of all materials and equipment furnished and incorporated in the WORK, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless the VILLAGE deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to the VILLAGE. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the VILLAGE, and CONTRACTOR shall make provisions so that they may be obtained.

11.2.1.3 Subcontractor. Payments made by CONTRACTOR to the Subcontractors for WORK performed by Subcontractors. If required by the VILLAGE, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to the VILLAGE who shall then determine, with the advice of the EOR, which bids shall be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the WORK Plus a Fee, the Subcontractor's Cost of the WORK shall be determined in the same manner as CONTRACTOR'S Cost of WORK. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.2.1.4 Costs of Special Consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the WORK.

11.2.1.5 Supplemental costs include the following:

a. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and tools not owned by the workers, which are consumed in the performance of WORK, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

b. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by the VILLAGE with the advice of EOR, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the WORK. For special equipment and machinery such as power-driven pumps, concrete mixers, trucks, front end loaders, backhoes, and tractors, or other equipment, required for the economic performance of the authorized WORK, the CONTRACTOR shall receive payment based on the weekly rate divided by 40 to arrive at an hourly cost. The weekly rate shall be from the latest edition of the Rental Rate blue book for Construction Equipment, published by Equipment Guidebook Co., reduced by 25 percent. Equipment cost shall be calculated based upon the actual time the equipment is used in the WORK. If said WORK required the use of machinery not on the WORK or not to be used on the WORK, the cost of transportation, not exceeding a distance of one hundred (100) miles, of such machinery to and from the WORK shall be added to the fair rental rate; provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract.

c. Sales, consumer, use or similar taxes related to the WORK and for which CONTRACTOR is liable, imposed by laws and regulations.

d. Royalty payments and fees for permits and licenses.

e. The site costs of utilities, fuel and sanitary facilities.

f. Cost of premiums for additional bonds and insurance required because of changes in the WORK.

11.2.2 Exclusions to Cost of the Work: The term Cost of the WORK shall not include any of the following:

11.2.2.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of the WORK and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.2.1.1 or specifically covered by paragraph 11.2.1.4 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.2.2.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

11.2.2.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the WORK and charges against CONTRACTOR for delinquent payments.

11.2.2.4 Cost of premiums for all Bonds and for all Insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.2.1.5f above).

11.2.2.5 Costs due to the negligence or intentional acts of the CONTRACTOR, any Subcontractor, or anyone whose acts any of them may be liable, including but not limited to, the correction of *defective* WORK, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.2.2.6 Costs associated with fringe benefits that are greater than actual costs, i.e., where worker hours exceed a typical 8-hour day and 40-hour workweek.

11.2.2.7 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Section 11.2.

11.3 CONTRACTOR'S FEE:

11.3.1 The CONTRACTOR'S Fee for overhead and profits shall be determined as follows:

11.3.1.1 A mutually acceptable fixed fee; or if none can be agreed upon,

11.3.1.2 A fee based on the following percentages of the various portions of the Cost of the WORK:

a. For costs incurred under paragraphs 11.2.1.1 (Labor) and 11.2.1.2, (Materials and Equipment) the CONTRACTOR'S Fee shall be five (5%) percent;

b. For costs incurred under paragraph 11.2.1.3, (Subcontractors) the CONTRACTOR'S Fee shall be five percent; and if a subcontract is on the basis of Cost of the WORK Plus a Fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be five (5%) percent;

c. No fee shall be payable on the basis of costs itemized under paragraphs 11.2.1.4, (Cost of EORs) 11.2.1.5 (Supplemental Costs) and 11.2.2; (Exclusions)

d. The amount of credit to be allowed by CONTRACTOR to the VILLAGE for any such change which results in a net decrease in cost shall be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and

e. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S Fee shall be computed on the basis of the net change in accordance with paragraphs 11.3.1.2a through 11.3.1.2d, inclusive.

11.3.2 Whenever the cost of any WORK is to be determined pursuant to paragraph 11.2.1 (General) or 11.2.2, (Exclusions), CONTRACTOR shall submit in form acceptable to EOR an itemized cost breakdown together with supporting data.

11.4 CASH ALLOWANCES:

11.4.1 It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the WORK so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to the VILLAGE, CONTRACTOR agrees that:

11.4.1.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.4.1.2 CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract

Price and not in the allowances. No demand for additional payment on account of any thereof shall be valid.

11.4.1.3 Prior to final payment, an appropriate Change order shall be issued as recommended by EOR to reflect actual amounts due CONTRACTOR on account of WORK covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.5 UNIT PRICE WORK:

1.5.1 Where the Contract Documents provide that all or part of the WORK is to be Unit Price WORK, initially the Contract Price shall be deemed to include for all Unit Price WORK an amount equal to the sum of the established unit prices for each separately identified item of Unit Price WORK times the estimated quantity of each item as indicated in the Contract. The estimated quantities of items of Unit Price WORK are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price WORK performed by CONTRACTOR shall be made by EOR VILLAGE in accordance with Paragraph 9.8, Determinations for Unit Prices.

11.5.2 Each unit price shall be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

11.5.3 Where the quantity of any item of Unit Price WORK performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Contract and there is no corresponding adjustment with respect to any other item of WORK and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 11 Change of Contract Price, if the parties are unable to agree as to the amount of any such increase.

11.5.4 Where the quantity of any item of Unit Price WORK performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Contract and there is no corresponding adjustment with respect to any other item of WORK and if VILLAGE believes that CONTRACTOR has incurred reduced expense as a result thereof, VILLAGE may make a claim for a decrease in the Contract Price in accordance with Article 11 Change of Contract Price if the parties are unable to agree as to the amount of any such decrease.

11.6 OMITTED WORK:

11.6.1 The VILLAGE may at any time, by written order, without Notice to the Sureties, require omission of such contract WORK as it may find necessary or desirable. An order for omission of WORK shall be valid only by an executable change order. All WORK so ordered must be omitted by the CONTRACTOR. The amount by which the contract price shall be reduced shall be determined as follows:

11.6.1.1 By such applicable unit prices, or rates for WORK of a similar nature or character as set forth in the contract; or,

11.6.1.2. By the appropriate lump sum price set forth in the Contract; or,

11.6.1.3. By the reasonable and fair estimated cost of such omitted WORK and profit percentage as determined by the CONTRACTOR and the EOR and approved by the VILLAGE.

ARTICLE 12 – CHANGE OF CONTRACT TIME

12.1 GENERAL

12.1.1 The Contract Time may only be changed by a Change Order or Written Amendment. Any claim for an extension or shortening of the Contract time shall be based on written notice delivered by the party making the claim to the other party and to EOR promptly (but in no event later than ten days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within ten (10) days after such occurrence (unless EOR allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. Claims made beyond these time limits shall be null and void.

12.1.2 Requests for extension of time shall be fully documented and shall include copies of daily logs, letters, shipping orders, delivery tickets, and other supporting information. In case of a continuing cause of delay only one (1) claim is necessary. Normal working weeks are based on a five (5) day week. All claims for adjustment of the Contract Time shall be determined by the VILLAGE with input from the EOR. No claim for an adjustment in the Contract Time shall be valid if not submitted in accordance with the requirements of this paragraph 12.1.1.

12.1.3 All time limits stated in the Contract Documents are of the essence of the Contract.

12.1.4 Where CONTRACTOR is prevented from completing any part of the WORK within the Contract Times (or Milestones) that, in the sole judgment of the VILLAGE whose decision shall be binding upon CONTRACTOR are due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) shall be extended in an amount equal to the time lost due to such delay if a claim is made therefore as provided in paragraph 12.1.1.

12.1.5 Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by VILLAGE, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, (Related Work at Sight) fires, floods, epidemics, or acts of God.

12.1.6 The CONTRACTOR must mitigate any loss of time by performing but not be limited to just performing ancillary WORK as is applicable to the project.

12.1.7 Claims for delay due to inclement weather (i.e., beyond the 10-year mean average) shall be made by the 10th day of the month following the month of the delay.

12.1.8 Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.1.9 Where CONTRACTOR IS prevented from completing any part of the WORK within the Contract Times (or Milestones) due to delay beyond the control of both VILLAGE and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall VILLAGE be liable to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts of neglect by utility owners or other contractors performing other work as contemplated by Article 7, (Related work at Sight).

12.2 LIQUIDATED DAMAGES.

12.2.1 The VILLAGE and CONTRACTOR recognize and acknowledge that time is of the essence of this Contract and that the VILLAGE shall suffer financial loss if the WORK is not completed within the times specified in paragraph 2.3 of the Supplementary Conditions and the Notice to Proceed, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Each of the parties acknowledges that it has attempted to quantify the damages

which would be suffered by VILLAGE in the event of the failure of CONTRACTOR to perform in a timely manner, but neither one has been capable of ascertaining such damages with a certainty. VILLAGE and CONTRACTOR also recognize and acknowledge the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the VILLAGE if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the VILLAGE and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the VILLAGE:

Base Bid Liquidated Damages Per Day	($) Dollar Amt
$1000 to $20,000	100
20,001 to 75,000	500
75,001 to 150,000	200
150,000 to 350,000	750
350,001 to 750,000	800
750,001 to 1,000,000	1,000
1,000,001 to 2,000,000	1,200
2,000,001 to 3,000,000	1,500
3,000,001 to 4,000,000	1,600
4,000,001 to 5,000,000	1,700
5,000,001 to 6,000,000	1,800
6,000,001 to 7,000,000	1,900
7,000,001 to 8,000,000	2,000
8,000,001 to 9,000,000	2,100
9,000,001 to 10,000,000	2,200
10,000,001 to 11,000,000	2,300
11,000,001 to 12,000,000	2,400
12,000,001 and over	2,500

For each day that expires after the time specified in paragraph 2.3 of the Supplementary Conditions, and the NOTICE TO PROCEED for substantial completion.

12.2.2 After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining WORK within the Contract Time or any proper extension thereof granted by the VILLAGE, CONTRACTOR shall pay VILLAGE.

Base Bid Liquidated Damages Per Day	
$1000 to $20,000	$25.00
20,001 to 75,000	50.00
75,001 to 150,000	125.00
150,000 to 350,000	187.50
350,001 to 750,000	200.00
750,001 to 1,000,000	250.00
1,000,001 to 2,000,000	300.00
2,000,001 to 3,000,000	370.00
3,000,001 to 4,000,000	400.00
4,000,001 to 5,000,000	425.00
5,000,001 to 6,000,000	450.00
6,000,001 to 7,000,000	475.00
7,000,001 to 8,000,000	500.00
8,000,001 to 9,000,000	525.00
9,000,001 to 10,000,000	550.00
10,000,001 to 11,000,000	575.00
11,000,001 to 12,000,000	600.00
12,000,001 and over	625.00

For each day that expires after the time specified in paragraph 2.3 of the Supplementary Conditions and as stated in the NOTICE TO PROCEED.

12.2.3 This sum is not a penalty, being the liquidated damages, the VILLAGE shall have sustained in event of such default by the Contractor. The VILLAGE reserves the right to additionally recover direct job site expenses incurred during the period of any delay. The Contractor shall be liable for liquidated damages even if the Contract is terminated by the VILLAGE for cause or if the Contractor abandons the Work. The liability of the Contractor and its surety or sureties for damages provided by this Article is joint and several.

12.3 REIMBURSEMENT OF CONSULTANT EXPENSES:

12.3.1 Should the completion of this Contract be delayed beyond the specified or adjusted time limit; CONTRACTOR shall reimburse the VILLAGE for all expenses of consulting and inspection incurred by the VILLAGE during the period between said specified or adjusted time and the actual date of final completion. All such expenses for consulting and inspection incurred by the VILLAGE shall be charged to CONTRACTOR and be deducted from payments due CONTRACTOR as provided by this Contract. Said expenses shall be further defined as EOR charges associated with the construction contract administration, including resident project representative costs.

ARTICLE 13 – TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.1 NOTICE OF DEFECTS:

13.1.1 Prompt notice of all defects for which VILLAGE or EOR have actual knowledge shall be given to CONTRACTOR. All *defective* WORK, whether or not in place, may be rejected, corrected or accepted as provided in Article 13, Test and Inspections: Correction, Removal or Acceptance of Defective Work.

13.1.2 Unremedied defects identified for correction during the guarantee period but remaining after its expiration shall be considered as part of the obligations of the guarantee. Defects in material, workmanship or equipment, which are remedied as a result of obligations of the guarantee, shall subject the remedied portion of the WORK to an extended guarantee period of one year after the defect has been remedied. The Surety shall be bound with and for the Contractor in the Contractor's faithful observance of the guarantee.

13.2 ACCESS TO WORK:

13.2.1 EOR'S and EOR'S representatives, other representatives of the VILLAGE, testing agencies and governmental agencies with jurisdictional interests shall have access to the WORK at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

13.3 TESTS AND INSPECTIONS:

13.3.1 CONTRACTOR shall give EOR timely notice of readiness of the WORK for all required inspections, tests or approvals.

13.3.2 If Laws or Regulations of any public body having jurisdiction require any WORK (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish EOR the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the VILLAGE'S or EOR'S acceptance of a Supplier of materials or equipment proposed to be incorporated in the WORK, or of materials or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the WORK.

13.3.3 All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the VILLAGE (or by EOR if so specified).

13.3.4 If any WORK (including the WORK of others) that is to be inspected, tested or approved is covered without written concurrence of EOR, it must, if requested by EOR, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given EOR timely notice of CONTRACTOR'S

intention to cover the same and EOR has not acted with reasonable promptness in response to such notice.

13.3.5 Neither observations by EOR nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the WORK in accordance with the Contract Documents.

13.3.6 General: For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections and tests and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Five (5) copies of the reports shall be submitted, and authoritative certification thereof must be furnished to the Consultant as a prerequisite for the acceptance of any material or equipment.

13.3.6.1 If, in the making of any test of any material or equipment, it is ascertained by the EOR that the material or equipment does not comply with the Contract Documents, the Contractor will be notified thereof and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the work and replace it with acceptable material, without cost to the VILLAGE.

13.3.6.2 Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized test codes.

13.3.7 Costs: All inspection and testing of materials furnished under this Contract will be provided by the Contractor, unless otherwise expressly specified.

13.3.7.1 Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the VILLAGE for compliance. The Contractor shall reimburse the VILLAGE for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

13.3.8 Certificate of Manufacture: Contractor shall furnish Consultant authoritative evidence in the form of Certificate of Manufacture that the materials to be used in the work have been manufactured and tested in conformity with the Contract Documents.

13.3.8.1 These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

13.3.9 Startup Tests: As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make start-up tests of equipment.

13.3.9.1 If the start-up tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to demonstration tests, make all changes, adjustments and replacements required. The furnishing Contractor shall assist in the start-up tests as applicable.

13.4 TESTING AND INSPECTIONS SPECIFIC

RESPONSIBILITIES

13.4.1 The independent firm will perform tests, inspections and other services specified in individual specification sections and as may be required by Owner.

13.4.1.1 Laboratory: Authorized to operate at Project location.

13.4.1.2 Laboratory Staff: Maintain full time specialist on staff to review services.

13.4.1.3 Testing Equipment: Calibrated at reasonable intervals with devices of accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.

13.4.2 Testing, inspections and source quality control may occur on or off project site. Perform off-site testing as required by Architect/Engineer or Owner.

13.4.3 Reports will be submitted by independent firm to Architect/Engineer, Contractor, and authority having jurisdiction, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents. Submit final report indicating correction of Work previously reported as non-compliant.

13.4.4 Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.

13.4.4.1 Notify Owner, Architect/Engineer, and independent firm [24] hours prior to expected time for operations requiring services.

13.4.4.2 Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.

13.4.5 Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

13.4.6 Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by same independent firm on instructions by Architect/Engineer. Payment for re-testing or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.

13.4.7 Testing Agency Responsibilities:

13.4.7.1 Test samples of mixes submitted by Contractor.

13.4.7.2 Provide qualified personnel at site.

13.4.7.3 Cooperate with Owner, Architect/Engineer and Contractor in performance of services.

13.4.7.4 Perform specified sampling and testing of products in accordance with specified standards.

13.4.7.5 Ascertain compliance of materials and mixes with requirements of Contract Documents.

13.4.7.6 Promptly notify Owner, Architect/Engineer and Contractor of observed irregularities or non-conformance of Work or products.

13.4.7.7 Perform additional tests required by Architect/Engineer.

13.4.8 Testing Agency Reports

After each test, promptly submit five (5) copies of report to Architect/Engineer, Contractor, and authority having jurisdiction. When requested by Architect/Engineer, provide interpretation of test results. Include the following:

13.4.8.1 Date issued.

13.4.8.2 Project title and number.

13.4.8.3 Name of inspector.

13.4.8.4 Date and time of sampling or inspection.

13.4.8.5 Identification of product and specifications section.

13.4.8.6 Location in Project.

13.4.8.7 Type of inspection or test.

13.4.8.8 Date of test.

13.4.8.9 Results of tests.

13.4.8.10 Conformance with Contract Documents

13.4.9 Limits on Testing Authority:

13.4.9.1 Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.

13.4.9.2 Agency or laboratory may not approve or accept any portion of the Work.

13.4.9.3 Agency or laboratory may not assume duties of Contractor.

13.4.9.4 Agency or laboratory has no authority to stop the Work.

13.5 MANUFACTURERS' FIELD SERVICES

13.5.1 When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, as applicable, and to initiate instructions when necessary.

13.5.2 Submit qualifications of observer to Architect/Engineer [30] days in advance of required observations.

13.5.3 Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

13.6. UNCOVERING WORK:

13.6.1. If any WORK is covered contrary to the request of EOR, it must, if requested by EOR, be uncovered for EOR'S observation and replaced, at CONTRACTOR'S expense.

13.6.2. If EOR considers it necessary or advisable that covered WORK be observed by EOR or inspected or tested by others, CONTRACTOR, at EOR'S request shall uncover, expose or otherwise make available for observation, inspection or testing as EOR may require, that portion of the WORK in question, furnishing all necessary labor, material and equipment. If it is found that such WORK is *defective*, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and the VILLAGE shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such WORK is not found to be *defective*, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and if the parties are unable to agree as to the amount or extent thereof. CONTRACTOR may make a claim therefor as provided in Article 11 Change of Contract Price and Article 12, Change of Contract Time.

13.7 VILLAGE MAY STOP THE WORK:

13.7.1 If the WORK is *defective*, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the WORK in such a way that the completed WORK shall conform to the Contract Documents, the VILLAGE may order CONTRACTOR to stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however, this right of the VILLAGE to stop the WORK shall not give rise to any duty on the part of the VILLAGE to exercise this right for the benefit of CONTRACTOR or any other party.

13.8 CORRECTION OR REMOVAL OF DEFECTIVE WORK:

13.8.1 If required by EOR, CONTRACTOR shall promptly, as directed, either correct all *defective* WORK, whether or not fabricated, installed or completed, or, if the WORK has been rejected by EOR, remove it from the site and replace it with non-*defective* WORK. CONTRACTOR shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

13.8.2 If the Contractor refuses to comply, the VILLAGE has the right to do either (or more) of the following:

13.8.3 The VILLAGE has the right to correct any work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due the CONTRACTOR, or

13.8.4 The VILLAGE shall hold back final payment due CONTRACTOR until such time as the work is completed to the satisfaction of the VILLAGE'S PROJECT MANAGER and in compliance with the VILLAGE's specifications. The VILLAGE'S PROJECT MANAGER shall have the sole discretion to determine if the work is satisfactory and in compliance with specifications.

13.8.5 The remedies contained herein are not exclusive and the OWNER reserves the right to pursue any and all other remedies it deems applicable.

13.9 ONE-YEAR CORRECTION PERIOD:

13.9.1 If within one year after the date of Acceptance of WORK or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any WORK is found to be *defective*, CONTRACTOR shall promptly, without cost to the VILLAGE and in accordance with the VILLAGE'S written instructions, either correct such *defective* WORK, or, if it has been rejected by the VILLAGE, remove it from the site and replace it with non-*defective* WORK.

13.9.2 If CONTRACTOR does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the VILLAGE may have the *defective* WORK corrected or the rejected WORK removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) shall be paid by CONTRACTOR.

13.9.3 In special circumstances where a particular item of equipment is placed in continuous service before Final Acceptance of all the WORK, the correction period for that item may start to run from an earlier date if so, provided in the Specifications or by Written Amendment.

13.9.4 Nothing herein shall be deemed a waiver of the statute of limitations as provided in Florida Law.

13.9.5 Where *defective* WORK (and damage to other WORK resulting therefrom) has been corrected, removed or replaced under this paragraph 13.7., the correction period hereunder with respect to such WORK shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

13.10 ACCEPTANCE OF DEFFECTIVE WORK:

13.10.1 If, instead of requiring correction or removal and replacement of *defective* WORK, VILLAGE (and, prior to EOR's recommendation of final payment, also EOR) prefers to accept it, VILLAGE may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to VILLAGE'S evaluation of and determination to accept such *defective* WORK (such costs to be approved by EOR as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).

13.10.2 If any such acceptance occurs prior to CONSULTANT'S recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK; and the VILLAGE shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the VILLAGE may make a claim therefor as provided in Article 11, Change of Contract Price. If the acceptance occurs after such recommendation, CONTRACTOR shall pay an appropriate amount to the VILLAGE.

13.11 VILLAGE MAY CORRECT DEFECTIVE WORK:

13.11.1 If CONTRACTOR fails within thirty days (30) after written notice of EOR to proceed to correct and to correct *defective* WORK or to remove and replace rejected WORK as required by CONSULTANT in accordance with paragraph 13.7.1, or if CONTRACTOR fails to perform the WORK in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, the VILLAGE may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

13.11.2 In exercising the rights and remedies under this paragraph the VILLAGE shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the VILLAGE may exclude CONTRACTOR from all or part of the site, take possession of all or part of the WORK, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the WORK all materials and equipment stored at the site or for which the VILLAGE has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow the VILLAGE, the VILLAGE'S representative, agents and employees such access to the site as may be necessary to enable the VILLAGE to exercise the rights and remedies under this paragraph.

13.11.3. All direct, indirect and consequential costs of the VILLAGE in exercising such rights and remedies shall be charged against CONTRACTOR by VILLAGE and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK; and the VILLAGE shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the VILLAGE may make a claim therefor as provided in Article 11, Change of Contract Price. Such direct, indirect and consequential costs shall include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and/or replacement of WORK of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S *defective* WORK. Contractor shall also be responsible for restoring any other sites affected by such repairs or remedial work at no cost to VILLAGE. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the WORK attributable to the exercise by the VILLAGE of the VILLAGE'S rights and remedies hereunder.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 SCHEDULE OF VALUES

14.1.1 The schedule of values established as provided in paragraph 2.6., Finalizing Schedules, shall serve as the basis for progress payments and shall be incorporated into a form of Application for Payment acceptable to EOR.

14.2 UNIT PRICE BID SCHEDULE

14.2.1 Progress payments on account of Unit Price WORK shall be based on the number of units completed.

14.2.2 The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the VILLAGE, in accordance with the applicable method of measurement therefore contained herein.

14.2.3 The Contractor shall receive and accept the compensation provided in the Bid and the Contract as full payment for furnishing all materials, labor, tools and equipment, for performing all operations necessary to complete the work under the Contract, and also in full payment for all loss or damages arising from the nature of the work, or from any discrepancy between the actual quantities of work and quantities herein estimated by the EOR, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the VILLAGE.

14.2.4 The prices stated in the Bid include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the Drawings and specified herein. The basis of payment for an item at the unit price shown in the bid shall be in accordance with the description of that item.

14.3 APPLICATION FOR PROGRESS PAYMENTS:

14.3.1 Unless otherwise prescribed by law, at the end of each month, the CONTRACTOR shall submit to the EOR for review, an Application for Progress Payment filled out and signed by the CONTRACTOR covering the WORK completed as of the date of the Application and accomplished by such supporting documentation as is required by the Contract Documents.

14.3.2 The Application for Progress Payment shall identify, as a subtotal, the amount of the CONTRACTOR'S Total Earnings to Date, plus the Value of Materials Stored which have not yet been incorporated in the WORK, less a deductive adjustment for materials stored which have been installed which were not previously incorporated in the WORK, but for which payment was allowed.

14.3.3 The Net Payment Due to the CONTRACTOR shall be the above-mentioned subtotal from which shall be deducted the amount of retainage specified in the Contract, and the total amount of all previous approved Applications for Progress Payment submitted by the CONTRACTOR. Retainage shall be calculated based upon the above-mentioned subtotal.

The above calculation in tabular form is as follows:

Total Earnings to Date	$
Value of Materials Stored	$
Less Value of Materials Stored for Which payment was allowed and which Have been installed	($)
Sub Total	$
Less Retainage (based on subtotal)	($)
Less total of all previous approved Applications for Progress Payment	($)
NET PAYMENT DUE	$

19.3.4 The Value of Materials Stored shall be an amount equal to the specified percent of the value of same as set forth in the Contract or Schedule of Values. Said amount shall be based upon the value of all acceptable materials and equipment not incorporated in the WORK but delivered and suitably stored at the site or at another location agreed to in writing; provided, each such individual item has a value of more than $5,000 and shall become a permanent part of the WORK and is planned for installation within the following thirty (30) days. The Application for Progress Payment shall also be accompanied by a Bill of Sale, paid invoice, or other documentation warranting that the VILLAGE has received the materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the VILLAGE'S

interest therein, all of which shall be satisfactory to the VILLAGE.

14.3.5 List each Change Order executed prior to date of submission, at the end of the continuation sheets. List by Change Order Number, and description, as for an original component item of work.

14.3.6 As provided for in the "Application for Payment" form, the Contractor shall certify, for each current pay request, that all previous progress payments received from the VILLAGE, under this Contract, have been applied by the Contractor to discharge in full all obligations of the Contractor in connection with Work covered by prior Applications for Payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest and encumbrances. Contractor shall attach to each Application for Payment like affidavits by all subcontractors.

14.4 CONTRACTOR'S WARRANTY OF TITLE:

14.4.1 The CONTRACTOR warrants and guarantees that title to all Work and equipment covered by an Application for Payment, whether incorporated in the Project or not, shall have passed to the VILLAGE prior to the making of the Application for Payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens"); and that no work or equipment covered by an Application for Payment shall have been acquired by the CONTRACTOR or by any other person performing the Work at the site or furnishing equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

14.5 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT:

14.5.1 EOR shall, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the VILLAGE or return the Application to CONTRACTOR indicating in writing EOR'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make necessary corrections and resubmit the Application. Thirty days after receipt of the Application for Payment by the VILLAGE with EOR'S recommendation, the amount recommended shall (subject to the provisions of the last sentence of paragraph 14.5.4) become due and when due shall be paid by the VILLAGE to CONTRACTOR.

14.5.2 EORS recommendation of any payment requested in the application for payment shall not prohibit the VILLAGE from withholding payment or prohibit the VILLAGE from paying additionally sums regarding other matters or issues between the parties.

14.5.3 EOR'S recommendation of final payment shall constitute an additional representation by EOR to the VILLAGE that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.10, Final Payment and Acceptance, have been fulfilled.

14.5.4. EOR may refuse to recommend the whole or any part of any payment if, in EOR'S opinion, it would be incorrect to make such representations to the VILLAGE. The EOR may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in EOR'S opinion to protect the VILLAGE from loss, including but not limited to:

14.5.4.1 The WORK is *defective*, or completed WORK has been damaged requiring correction or replacement.

14.5.4.2 The Contract Price has been reduced by a Written Amendment or Change Order.

14.5.4.3 The VILLAGE has been required to correct *defective* WORK or complete WORK in accordance with paragraph 13.9, or

14.5.4.4 Of EOR'S actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1.1 through 15.2.1.9 inclusive (Village May Terminate).

14.5.5 The VILLAGE may refuse to make payment of the full amount recommended by the EOR because claims have been made against the VILLAGE on account of CONTRACTOR'S performance or furnishing of the WORK, or there are other items entitling the VILLAGE to credit against the amount recommended, but the VILLAGE must give CONTRACTOR written notice (with a copy to EOR) stating the reasons for such action.

14.5.6 The Work for which payment is requested cannot be verified,

14.5.7 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.5.8 Of unsatisfactory prosecution of the Work, including failure to clean up as required.

14.5.9 Of persistent failure to cooperate with other Contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.5.10 Of liquidated damages payable by the CONTRACTOR, or

14.5.11 Of any other violation of, or failure to comply with, the provisions of the Contract Documents

14.6 SUBSTANTIAL COMPLETION:

14.6.1 When the CONTRACTOR considers the entire WORK ready for its intended use, the CONTRACTOR shall notify the VILLAGE and the EOR in writing that the WORK is substantially complete and request that the EOR prepare a Certificate of Substantial Completion

14.6.2 For construction projects having an estimated cost of less than $10 million, the VILLAGE, the EOR and the CONTRACTOR shall make an inspection of the WORK within thirty (30) calendar days after the notice from the CONTRACTOR that the work is substantially complete to determine the status of completion.

14.6.3 For construction projects having an estimated cost of more than $10 million, the VILLAGE, the EOR and the CONTRACTOR shall make an inspection of the WORK within thirty (30) calendar days unless otherwise extended by contract not to exceed sixty (60) calendar days after notice from the CONTRACTOR that the work is substantially complete to determine the status of completion. If the EOR does not consider the WORK substantially complete, the EOR shall notify the CONTRACTOR in writing giving the reasons, therefore. If the EOR considers the WORK to be substantially complete, the EOR shall prepare and deliver to the VILLAGE for its execution and recordation the Certificate of Substantial Completion signed by the EOR and CONTRACTOR, which shall fix the Date of Substantial Completion.

14.6.4 The VILLAGE shall have the right to exclude CONTRACTOR from the WORK after the date of Substantial Completion, but the VILLAGE shall allow CONTRACTOR reasonable access to complete or correct items on the "punch list".

14.7 PARTIAL UTILIZATION:

14.7.1 The VILLAGE shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agent or employees of the VILLAGE.

14.7.2 Prior to Substantial Completion, the VILLAGE, with the approval of the EOR and with the concurrence of the CONTRACTOR,

may use any completed or substantially completed portion of the Work. Such use shall not constitute an acceptance of such portions of the Work.

14.7.3 Use by the VILLAGE of any finished part of the WORK, which has specifically been identified in the Contract Documents, or which the VILLAGE, EOR and CONTRACTOR agree constitutes a separately functioning and useable part of the WORK that can be used by the VILLAGE without significant interference with CONTRACTOR'S performance of the remainder of the WORK, may be accomplished prior to Substantial Completion of all WORK subject to the following:

14.7.4 The VILLAGE at any time may request CONTRACTOR in writing to permit the VILLAGE to use any such part of the WORK which the VILLAGE believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR shall certify to the VILLAGE and EOR that said part of the WORK is substantially complete and request CONSULTANT to issue a certificate of Substantial Completion for that part of the WORK. CONTRACTOR at any time may notify the VILLAGE and EOR in writing that CONTRACTOR considers any such part of the WORK ready for its intended use and substantially complete and request EOR to issue a certificate of Substantial Completion for that part of the WORK. Within a reasonable time after either such request, the VILLAGE, CONTRACTOR and EOR shall make an inspection of that part of WORK to determine its status of completion. If CONSULTANT does not consider that part of the WORK to be substantially complete, EOR shall notify the VILLAGE and CONTRACTOR in writing giving the reasons, therefore. If EOR considers that part of the WORK to be substantially complete, the provisions of paragraphs 14.6.1 and 14.6.2 shall apply with respect to certification of Substantial Completion of that part of the WORK and the division of responsibility in respect thereof and access thereto.

14.7.5 The VILLAGE may at any time request CONTRACTOR in writing to permit the VILLAGE to take over operation of any such part of the WORK although it is not substantially complete. A copy of such request shall be sent to EOR and within a reasonable time thereafter the VILLAGE, CONTRACTOR and EOR shall make an inspection of that part of the WORK to determine its status of completion and shall prepare a list of items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to the VILLAGE and EOR that such part of the WORK is not ready for separate operation by the VILLAGE, EOR shall finalize the list of items to be completed or corrected and shall deliver such list to the VILLAGE and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final judgment between the VILLAGE and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the WORK which shall become binding upon the VILLAGE and CONTRACTOR at the time when the VILLAGE takes over such operation (unless they shall have otherwise agreed in writing and so informed EOR). During such operation and prior to Substantial Completion of such part of the WORK, the VILLAGE shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related WORK.

14.8. FINAL INSPECTION:

14.8.1 Upon written notice from CONTRACTOR that the entire WORK or an agreed portion thereof is complete, EOR shall make a final inspection with the VILLAGE and CONTRACTOR and shall notify CONTRACTOR in writing of all particulars in which this inspection reveals that the WORK is incomplete, *defective*, or not in accordance with the Contract Documents. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

14.9 FINAL APPLICATION FOR PAYMENT:

14.9.1 After CONTRACTOR has completed in writing all such corrections to the satisfaction of EOR and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 14.6, Substantial Completion) and other documents--all as required by the Contract Documents, and after EOR has indicated in writing that the WORK is acceptable and has been completed in conformance with the drawings and specifications and any approved changes thereto, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to VILLAGE) of all Liens arising out of or filed in connection with the WORK.

14.10 FINAL PAYMENT AND ACCEPTANCE:

14.10.1 Upon receipt of written notice from the Contractor that the WORK has been completed in conformity with the Drawings and Specifications and any approved changes thereto, and receipt of the Final Application for Payment, Final Receipt and Release of Lien and accompanying documentation, the VILLAGE'S EOR shall promptly examine the WORK and, making such tests as he may deem proper and using all of the care and judgment normally exercised in the examination of completed WORK by a properly qualified and experienced Professional EOR, shall satisfy himself that the CONTRACTOR'S statement appears to be correct and the CONTRACTOR'S other obligations under the Contract Documents have been fulfilled. He shall then inform the VILLAGE in writing that he has examined the WORK and that it appears, to the best of his knowledge and belief, to conform to the Contract Drawings, Specifications and any approved Change Orders, that the CONTRACTORS other obligations under the Contract Documents have been fulfilled, and that he therefore recommends acceptance of the WORK for ownership and Final Payment to the CONTRACTOR. However, it is agreed by the VILLAGE and the CONTRACTOR that such statement by the VILLAGE'S EOR does not in any way relieve the CONTRACTOR from his responsibility to deliver a fully completed job in a good and workmanlike condition and does not render the EOR or the VILLAGE liable for any faulty WORK done or defective materials or equipment used by the CONTRACTOR.

14.10.2 The EOR shall then make a final estimate of the value of all WORK done and shall deduct all previous payments which have been made. The EOR shall report such estimate to the VILLAGE together with his recommendation as to the acceptance of the WORK or his findings as to any deficiencies therein. After receipt and acceptance by the VILLAGE of the properly executed Final Warranty of Title and after approval of the EOR'S estimate and recommendation to the VILLAGE, the VILLAGE shall make final payment to the CONTRACTOR of the Amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, or as may be lawfully retained, including, but not limited to, Liquidated Damages, as applicable. Title passes and warranty begins at final acceptance.

14.10.3. All prior estimates are subject to correction in the final estimate. Thirty days after approval by the VILLAGE of the application for final payment, the amount recommended by EOR shall become due and shall be paid to Contractor.

14.11 WAIVER OF CLAIMS:

14.11.1 The making and acceptance of final payment shall constitute:

14.11.1.1 A waiver of all claims by VILLAGE against CONTRACTOR, except claims arising from unsettled Liens, from *defective* WORK appearing after final inspection pursuant to paragraph 14.8, Final Inspection, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents or the Public Construction Bond and Payment Bonds; and

14.11.1.2 a waiver of all claims by CONTRACTOR against

VILLAGE other than those previously made in writing and still unsettled.

14.12 PUNCHLIST PROCEDURES:

For Contracts over $10,000,000.00: Further to §2I8.735(7)(a)(ii) Florida Statutes, punch list procedures to render the Work complete, satisfactory and acceptable are established as follows:

14.12.1 Within twenty (20) days of Substantial Completion of the construction services purchased as defined in the Contract, Contractor shall schedule a walkthrough with VILLAGE AND EOR ("Initial Walkthrough" a/k/a "IW"). The purpose of the IW is to develop a preliminary checklist ("Checklist") of items to be performed by the Contractor, based upon observations made jointly between the Contractor, EOR and VILLAGE during the IW. The IW is to occur within twenty (20) days of Substantial Completion of the Work as defined by the Contract, again predicated upon the Contractor's timely initiation of a request for the IW. At its option, VILLAGE may conduct the IW with its EOR.

14.12.2 Contractor shall endeavor to address and complete as many items as possible noted on the Checklist either during the IW itself, or thereafter for a period of forty-five (45) days from the date of the IW.

14.12.3 No later than forty-five (45) days following the scheduled IW, Contractor shall again initiate and request a second walkthrough of the Project with VILLAGE. The purpose of this second walkthrough is to identify which items remain to be performed from the IW Checklist and to supplement that list as necessary (based, for example, upon work which may have been damaged as a result of the Contractor's performance of completion of items contained on the IW Checklist) and for the purpose of developing a joint Final Punch list.

14.12.4 The intent of this section is for VILLAGE and the Contractor to cooperate to develop a Final Punch list to be completed no later than forty-five (45) days from the date of reaching Substantial Completion of the construction services purchase as defined in the Contract.

14.12.5 In no event may the Contractor request payment of final retainage under §2I8.735(7)(d) Florida Statutes until the Contractor considers the Final Punch list to be I00% complete.

14.12.6 Contractor agrees to complete the Final Punch list items within sixty (60) days of the date of its issuance by VILLAGE.

14.12.7 Contractor acknowledges and agrees that no item contained on the Final Punch list shall be considered a warranty item until such time as (a) the Final Punch list is I00% complete, and (b) VILLAGE has been able to operate or utilize the affected punch list item for an additional period of fifteen (I5) days.

14.12.8 Contractor acknowledges and agrees that VILLAGE may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the Contractor to address. The intent of any such VILLAGE generated lists prior to Substantial Completion is to attempt to streamline the punch list process upon achieving Substantial Completion, and to allow for the Contractor to address needed areas of corrective work as they may be observed by VILLAGE during performance of the Work.

14.12.9 Contractor acknowledges and agrees that in calculating 150% of the amount which may be withheld by VILLAGE as to any Final Punch list item for which a good faith basis exists as to it being complete, as provided for by§2I8.735(7)(d) Florida Statutes, VILLAGE may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punch list item. Such percentage shall in no event relate to the schedule of value associated with such Work activity, but rather total costs are based upon the value (i.e., cost) of completing such Work activity based upon market conditions at the time of Final Punch list completion.

For Contracts between $200,000.00 and $10,000,000.00: Further to §2I8.735(7)(a)(ii) Florida Statutes, punch list procedures to render the Work complete, satisfactory and acceptable are established as follows:

14.12.10 Within five (5) days of Substantial Completion of the construction services purchased as defined in the Contract, Contractor shall schedule a walkthrough with VILLAGE ("Initial Walkthrough" a/k/a "IW"). The purpose of the IW is to develop a preliminary checklist ("Checklist") of items to be performed by the Contractor, based upon observations made jointly between the Contractor and VILLAGE during the IW. The IW is to occur within ten (10) days of Substantial Completion of the Work as defined by the Contract, again predicated upon the Contractor's timely initiation of a request for the IW. At its option, VILLAGE may conduct the IW with its Field Inspector.

14.12.11 Contractor shall endeavor to address and complete as many items as possible noted on the Checklist either during the IW itself, or thereafter for a period of fifteen (15) days from the date of the IW.

14.12.12 No later than fifteen (15) days following the scheduled IW, Contractor shall again initiate and request a second walkthrough of the Project with VILLAGE. The purpose of this second walkthrough is to identify which items remain to be performed from the IW Checklist and to supplement that list as necessary (based, for example, upon work which may have been damaged as a result of the Contractor's performance of completion of items contained on the IW Checklist) and for the purpose of developing a joint Final Punch list.

14.12.13 The intent of this section is for VILLAGE and the Contractor to cooperate to develop a Final Punch list to be completed no later than thirty (30) days from the date of reaching Substantial Completion of the construction services purchase as defined in the Contract.

14.12.14 In no event may the Contractor request payment of final retainage under §2I8.735(7)(d) Florida Statutes until the Contractor considers the Final Punch list to be I00% complete.

14.12.15 Contractor agrees to complete the Final Punch list items within forty-five (45) days of the date of its issuance by VILLAGE.

14.12.16 Contractor acknowledges and agrees that no item contained on the Final Punch list shall be considered a warranty item until such time as (a) the Final Punch list is I00% complete, and (b) VILLAGE has been able to operate or utilize the affected punch list item for an additional period of fifteen (I5) days.

14.12.17 Contractor acknowledges and agrees that VILLAGE may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the Contractor to address. The intent of any such VILLAGE generated lists prior to Substantial Completion is to attempt to streamline the punch list process upon achieving Substantial Completion, and to allow for the Contractor to address needed areas of corrective work as they may be observed by VILLAGE during performance of the Work.

14.12.I8 Contractor acknowledges and agrees that in calculating 150% of the amount which may be withheld by VILLAGE as to any Final Punch list item for which a good faith basis exists as to it being complete, as provided for by §2I8.735(7)(d) Florida Statutes, VILLAGE may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punch list item. Such percentage shall in no event relate to the schedule of value associated with such Work activity, but rather total costs are based upon the value (i.e., cost) of completing such Work activity based upon market conditions at the time of Final Punch list completion.

14.13 REDUCTION OF RETAINAGE PROCEDURES:

14.13.1 Contractor may request a reduction of retainage as provided for by §2I8.735(7)(8) Florida Statutes The term "Fifty Percent

Completion" as contained in §2I8.735(7)(8)(b) Florida Statutes shall be defined as follows, in lieu of any other definition:

14.13.2 "Fifty Percent Completion" of the Work is defined as that point in time where 50% of the overall value of Work items incorporated and which shall remain in place subsequent to final completion of the Work have been completed, based upon the schedule of values contained in the Contract. As such, and by way of example, the value of Contractors mobilization, general conditions, supervision or like items which do not involve permanent incorporation of Work do not apply to the determination of "Fifty Percent Completion" of the Work for purposes of establishing entitlement to a reduction of retainage.

14.13.3 With regard to any contract for construction services, a local governmental entity may withhold from each progress payment made to the contractor an amount not exceeding 10 percent of the payment as retainage until 50-percent completion of such services.

14.13.4 After 50-percent completion of the construction services purchased pursuant to the contract, the local governmental entity must reduce to 5 percent the amount of retainage withheld from each subsequent progress payment made to the contractor. For purposes of this subsection, the term "50-percent completion" has the meaning set forth in the contract between the local governmental entity and the contractor or, if not defined in the contract, the point at which the local governmental entity has expended 50 percent of the total cost of the construction services purchased as identified in the contract together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in the contract. However, notwithstanding this subsection, a municipality having a population of 25,000 or fewer, or a county having a population of 100,000 or fewer, may withhold retainage in an amount not exceeding 10 percent of each progress payment made to the contractor until final completion and acceptance of the project by the local governmental entity.

14.13.5 After 50-percent completion of the construction services purchased pursuant to the contract, the contractor may elect to withhold retainage from payments to its subcontractors at a rate higher than 5 percent. The specific amount to be withheld must be determined on a case-by-case basis and must be based on the contractor's assessment of the subcontractor's past performance, the likelihood that such performance will continue, and the contractor's ability to rely on other safeguards. The contractor shall notify the subcontractor, in writing, of its determination to withhold more than 5 percent of the progress payment and the reasons for making that determination, and the contractor may not request the release of such retained funds from the local governmental entity.

14.13.6 After 50-percent completion of the construction services purchased pursuant to the contract, the contractor may present to the local governmental entity a payment request for up to one-half of the retainage held by the local governmental entity. The local governmental entity shall promptly make payment to the contractor, unless the local governmental entity has grounds, pursuant to paragraph (f), for withholding the payment of retainage. If the local governmental entity makes payment of retainage to the contractor under this paragraph which is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the contractor shall timely remit payment of such retainage to those subcontractors and suppliers.

14.13.7 This section does not prohibit a local governmental entity from withholding retainage at a rate less than 10 percent of each progress payment, from incrementally reducing the rate of retainage pursuant to a schedule provided for in the contract, or from releasing at any point all or a portion of any retainage withheld by the local governmental entity which is attributable to the labor, services, or materials supplied by the contractor or by one or more subcontractors or suppliers. If a local governmental entity makes any payment of retainage to the contractor which is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the contractor shall timely remit payment of such retainage to those subcontractors and suppliers.

14.13.8 This section does not require the local governmental entity to pay or release any amounts that are the subject of a good faith dispute, the subject of a claim brought pursuant to s. 255.05, or otherwise the subject of a claim or demand by the local governmental entity or contractor.

14.13.9 The time limitations set forth in this section for payment of payment requests apply to any payment request for retainage made pursuant to this section.

14.13.10 Paragraphs 14.13.3 through 14.13.6 do not apply to construction services purchased by a local governmental entity which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act.

14.13.11 This subsection does not apply to any construction services purchased by a local governmental entity if the total cost of the construction services purchased as identified in the contract is $200,000 or less.

14.13.12 All payments due under this section and not made within the time periods specified by this section shall bear interest at the rate of 1 percent per month, or the rate specified by contract, whichever is greater.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.1 VILLAGE MAY SUSPEND/STOP WORK:

15.1.1 The VILLAGE may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and EOR which shall fix the date on which WORK shall be resumed. CONTRACTOR shall resume the WORK on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefore as provided in Articles 11 (Change of Contract Price) and 12, (Change of Contract Time).

15.1.2 THE VILLAGE MAY STOP WORK: The VILLAGE REPRESENTATIVE may stop the Work or any portion thereof when it has been determined that the Contractor is not complying with the Drawings or Specifications or the intent thereof. The Stop Work order may be verbal, and the CONTRACTOR shall cease work immediately except for leaving the Work area in a safe and acceptable condition. A verbal Stop Work order shall be confirmed in writing. The CONTRACTOR shall not be allowed an increase in the contract price or an extension of the Contract time during the Stop Work period. A Start Work order may be verbal and shall be confirmed in writing.

15.2 VILLAGE MAY TERMINATE FOR CAUSE:

15.2.1 Upon the occurrence of any one or more of the following events:

15.2.1.1 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such timing relating to the bankruptcy or insolvency;

15.2.1.2 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.1.3 If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.1.4 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONRACTOR'S creditors;

15.2.1.5. If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.1.6 If CONTRACTOR fails to perform the WORK in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.6 as revised from time to time).

15.2.1.7 If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.1.8 If CONTRACTOR disregards the authority of EOR; or

15.2.1.9 If CONTRACTOR otherwise violates any provisions of the Contract Documents;

15.2.1.10 In the event of termination, the VILLAGE may take possession of the premises and all materials, tools, and appliances, thereon and finish the Work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for Work satisfactorily completed prior to the termination date, subject to any setoffs due the VILLAGE in completing the Project and for reimbursement of damages incurred. The VILLAGE may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the Work. In such case CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the expense incurred by the VILLAGE to finish the Work (including additional managerial and administrative services, plus the VILLAGE'S direct, indirect and consequential losses), exceeds the unpaid balance on this Contract, the Contractor or the Surety shall pay the difference to the VILLAGE promptly on demand. The expense incurred by the VILLAGE as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Project Manager. The Contractor shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the Contractor and its surety or sureties for such damages and costs is joint and several. The obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract. If the VILLAGE makes a determination pursuant to this Contract to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination without cause as described below. The Contractor agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Agreement in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capability, destruction of business, unabsorbed home office overhead, lost profit and the like.

15.2.2 Where CONTRACTOR'S services have been so terminated by the VILLAGE, the termination shall not affect any rights or remedies of the VILLAGE against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by the VILLAGE shall not release CONTRACTOR from liability.

15.3 VILLAGE MAY TERMINATE WITHOUT CAUSE:

15.3.1 The VILLAGE may terminate this Contract without cause by giving thirty (30) days prior written notice to the Contractor, and in such event, the VILLAGE shall pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the WORK completed as of the Date of Termination, plus reasonable termination expenses. The VILLAGE also shall reimburse the CONTRACTOR for all costs necessarily incurred for organizing and carrying out the stoppage of the WORK and paid directly by the CONTRACTOR, not including overhead, general expenses or profit. The VILLAGE shall not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments to subcontractors or material men or for penalties or damages for canceling such contractual commitments, (with the exception that the VILLAGE shall reimburse the CONTRACTOR for major materials or equipment purchased before termination if the CONTRACTOR can show proof of said purchases prior to notice of termination) inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. In the event of termination by the VILLAGE, the VILLAGE may require the CONTRACTOR promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and other commitments which the VILLAGE, in its sole discretion, chooses to take by assignment, and in such event the CONTRACTOR shall promptly execute and deliver to the VILLAGE written assignments of the same.

15.4 REMOVAL OF EQUIPMENT DUE TO TERMINATION:

15.4.1 Removal of Equipment: In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR, if notified to do so by the VILLAGE'S PROJECT MANAGER, shall promptly remove any part or all of this equipment and supplies from the property of the VILLAGE. Should the CONTRACTOR not remove such equipment and supplies, the VILLAGE shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

15.5 CONTRACTOR MAY STOP WORK OR TERMINATE:

15.5.1 If, through no act or fault of CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the VILLAGE or under an order of court or other public authority, or EOR fails to act on any Application for Payment within thirty (30) days after it is submitted, or the VILLAGE fails for sixty (60) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to the VILLAGE and EOR, terminate the Contract and the VILLAGE shall pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the WORK completed as of the Date of Termination plus reasonable termination expenses. The VILLAGE shall not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments for canceling such contractual commitments inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. The VILLAGE may require the CONTRACTOR promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and any other commitments which the VILLAGE, in its sole discretion, chooses to take by assignment, and in such event the CONTRACTOR shall promptly execute and deliver to the VILLAGE written assignments of the same. In addition, and in lieu of terminating the Contract, if EOR has failed to act on an Application for Payment or the VILLAGE has failed to make any payment as aforesaid, CONTRACTOR may upon seven days written notice to the VILLAGE and EOR stop the WORK until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.24, continuing the Work, to carry on the WORK in accordance with the progress schedule and without delay during disputes and disagreements with the VILLAGE.

ARTICLE 16 – DISPUTE RESOLUTION

16.1 GOOD FAITH EFFORT:

16.1.1 Any disputes relating to interpretation of the terms of this Contact or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the CONTRACTOR and the VILLAGE or its Project Manager. At all times, the CONTRACTOR shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the VILLAGE or its representatives, pending a final resolution of the dispute, including, if necessary, any determination by a Court of competent jurisdiction. Any dispute which is not resolved by mutual agreement of CONTRACTOR and VILLAGE Project Manager shall be decided by the VILLAGE Manager or designee who shall reduce the decision to writing. The decision of the VILLAGE shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, and so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

16.2 MEDIATION:

16.2.1 Prior to initiating any litigation concerning this Contract, the VILLAGE reserves the right to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for Miami-Dade County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

ARTICLE 17 – MISCELLANEOUS

17.1 GIVING NOTICE:

17.1.1 All notices, requests, consents, and other communications required or permitted under this Contract shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, electronically communicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As To VILLAGE:	With A Copy To:	CONTRACTOR:
Director of Public Works North Bay Village 1666 Kennedy Causeway, Suite 300 North Bay Village, Fl., 33141	Purchasing/CFO North Bay Village 1666 Kennedy Causeway, Suite 300 North Bay Village, Fl., 33141	Individual or to a member of the firm or to an officer of the corporation for whom it is intended

17.2 COMPUTATION OF TIME:

17.2.1 When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

17.3 NOTICE OF CLAIM:

17.3.1 Should VILLAGE or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.4 CUMULATIVE REMEDIES:

17.4.1 The duties and obligations imposed by these General Terms & Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by Sections 6, Contractor's Responsibilities, Section 13, Test and Inspections, Correction, Removal or Acceptance of Defective Work, Section 14, Payments to Contractor and Completion, and Section 15, Suspension of work and Termination and all of the rights and remedies available to the VILLAGE and EOR thereunder, are in addition to , and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty obligation, right and remedy to which they apply. All representations warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of the Contract.

17.5 ACCIDENT AND PREVENTION:

17.5.1 The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable laws. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from WORK, arising out of and in the course of employment on WORK under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

17.6 FLORIDA PRODUCTS AND LABOR:

17.6.1 The CONTRACTOR'S attention is called to Section 255.04, Florida Statutes, which requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal.

17.6.2 255.099 Preference to State Residents. —

(1) Each contract for construction that **is funded by state funds** must contain a provision requiring the contractor to give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. A contract for construction funded by local funds may contain such a provision.

(a) As used in this section, the term "substantially equal qualifications" means the qualifications of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.

(b) A contractor required to employ state residents must contact the Department of Economic Opportunity to post the contractor's employment needs in the state's job bank system.

(2) No contract shall be let to any person refusing to execute an agreement containing the provisions required by this section. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

17.6.3 255.0991 Contracts for Construction Services; Prohibited Local Government Preferences. —

(1) For purposes of this section, the term:

(a) "Competitive solicitation" has the same meaning as in s. 255.248.

(b) "State-appropriated funds" means all funds appropriated in the General Appropriations Act, excluding federal funds.

(2) For a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school board, or other political subdivision of the state **may not use a local ordinance** or regulation that provides a preference based upon:

(a) The contractor's maintaining an office or place of business within a particular local jurisdiction;

(b) The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or

(c) The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

(3) For any competitive solicitation that meets the criteria in subsection (2), a state college, county, municipality, school board, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by subsection (2).

(4) Except as provided in subsection (2), this section does not prevent a state college, county, municipality, school board, or other political subdivision of the state from awarding a contract to a contractor in accordance with applicable state laws or local ordinances or regulations.

17.6.4 255.20 Specification of State-Produced Lumber.

(3)(a) All county officials, boards of county commissioners, school boards, city councils, city commissioners, and all other public officers of state boards or commissions that are charged with the letting of contracts for public work, for the construction of public bridges, buildings, and other structures must specify in the contract lumber, timber, and other forest products produced and manufactured in this state, if wood is a component of the public work, and if such products are available and their price, fitness, and quality are equal.

(b) This subsection does not apply:

1. To plywood specified for monolithic concrete forms.

2. If the structural or service requirements for timber for a particular job cannot be supplied by native species.

3. If the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.

17.7 EMPLOYEES:

17.7.1 All labor described in these specifications or indicated on the Drawings and the WORK specified or indicated shall be executed in a thoroughly substantial and workmanlike manner by mechanics skilled in the applicable trades.

17.7.2 Any person employed on the WORK who fails, refuses or neglects to obey the instructions of the CONTRACTOR in anything relating to this WORK or who appears to the VILLAGE to be disorderly, intoxicated, insubordinate, or incompetent, shall upon the order of the VILLAGE, be at once discharged and not again employed in any part of the WORK. Any interference with, or abuse or threatening conduct toward the VILLAGE, EOR or their inspectors by the CONTRACTOR or his employees or agents, shall be authority for the VILLAGE to annul the Contract and re-let the WORK. No intoxicating substance shall be allowed on the WORK site.

17.8 NON-DISCRIMINATION:

17.8.1 The CONTRACTOR shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The CONTRACTOR shall endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors, and it is the responsibility of the subcontractor compliance.

17.9 DRUG-FREE WORKPLACE:

17.9.1 The VILLAGE requires all prospective contractors to maintain a drug free workplace and have their Drug Free Workplace policy posted in their offices and available for inspection by the VILLAGE.

17.10 PUBLIC ENTITY CRIMES:

17.10.1 Pursuant to F.S. 287.133, as amended: 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 EOR under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO or higher for a period of 36 months from the date of being placed on the convicted vendor list.

The VILLAGE shall not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section I324a(e) [Section 274A9e) of the Immigration and Nationality Act (AINA@)]. The VILLAGE shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such a violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the VILLAGE.

17.11 ASSIGNMENT:

17.11.1 This Contract, nor any monies due hereunder, or any part thereof, shall not be assigned, or transferred, by CONTRACTOR, nor shall the VILLAGE be liable to any assignee or transferee, without the written consent of the VILLAGE, to the assignment, or transfer. The VILLAGE shall not release or discharge CONTRACTOR from any obligation hereunder. The VILLAGE shall not approve an assignment or transfer unless the Surety on the Contract Performance and Payment Bonds has informed the VILLAGE in writing that it consents to the assignment or transfer.

17.12 VENUE:

17.12.1 This Contract shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be exclusively in Miami-Dade County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in Federal court.

17.13 FUNDING OUT:

17.13.1 Florida Statutes prohibit the Village or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts. It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year. Therefore, the following funding out provisions are an integral part of this Invitation to Bid and must be agreed to by all CONTRACTORs:

17.13.2 The Village or its designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

17.13.3 Such prior written notice shall state that the lack of appropriated funds is the reason for termination, and

17.13.4 Village agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by the equipment covered in this bid from another awarded CONTRACTOR in the succeeding funding period.

17.14 VILLAGE PURCHASING CARD:

17.14.1 The Village has authorized the use of a Purchasing Card to expedite small dollar purchases CONTRACTOR may be presented these credit cards by authorized Village personnel for the above-mentioned purchases.

17.14.2 Additionally, the Village reserves the right to use the Purchasing Card as an optional method to pay invoices for the project WORK submitted by the CONTRACTOR.

17.15 DEBARMENT:

17.15.1 The Village shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

17.16 REQUIREMENTS FOR PERSONNEL ENTERING VILLAGE PROPERTY:

17.16.1 Possession of firearms shall not be tolerated in or near Village property. Nor shall violations of Federal or State Laws and any applicable Village policy regarding Drug Free Workplace be tolerated. Violators shall be subject to immediate termination.

17.16.2 “Firearm” means any weapon (including a starter gun or antique firearm) which shall, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

17.16.3 No person who has a firearm in their vehicle may park their vehicle on Village property. Furthermore, no person may possess or bring a firearm on Village property.

17.16.4 If any employee of an independent awarded CONTRACTOR or subcontractor is found to have brought a firearm on Village property, said employee must be terminated from the Village project by the independent awarded CONTRACTOR or subcontractor. If the subcontractor fails to terminate said employee, the subcontractor’s agreement with the independent awarded CONTRACTOR for the Village project shall be terminated. If the independent awarded CONTRACTOR fails to terminate said employee or fails to terminate the agreement with the subcontractor, who fails to terminate said employee, the independent awarded CONTRACTOR’s agreement with the Village shall be terminated.

17.17 PRODUCT RECALL:

17.17.1 In the event the awarded CONTRACTOR receives notice that a product delivered by the awarded CONTRACTOR to the Village has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded CONTRACTOR shall notify the Village’s Purchasing Department within two business days of receiving such notice. The Village’s acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded CONTRACTOR’s duty to notify the Village’s Purchasing Department that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the Village shall include the name and description of the affected product; the approximate date the affected product was delivered to the Village; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the Village, if necessary to protect the health, welfare, and safety of Village employees; and any health hazards known to the awarded CONTRACTOR which may be caused or created by the affected product.

17.17.2 The awarded CONTRACTOR shall, at the option of the Purchasing Department, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the Village. Unless it was necessary for the Village to dispose of the affected product, the awarded CONTRACTOR shall be responsible for removal and/or replacement of the affected product within the time specified by the Village, without causing significant inconvenience to the Village.

17.17.3 At the option of the Village, the awarded CONTRACTOR may be required to reimburse storage, disposal and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded CONTRACTOR shall bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within the time specified by the Village, without causing significant inconvenience to the Village shall be considered a default.

SECTION V
SPECIAL CONDITIONS

5.1. QUALIFICATIONS OF BIDDERS

This ITB shall be awarded only to a responsive and responsible Bidder, qualified to provide the work specified. The Bidder should submit the following information with their bid response package to be considered responsive in order for the Village to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the bid response being considered non-responsive.

A. No bid will be accepted from, nor will any contract be awarded to, any person who is in arrears to the Village, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the Village, or who is deemed irresponsible or unreliable by the Village in its sole discretion.

B. Contractor must provide proof of at least three (3) successfully completed projects in similar scope and complexity within the past five (5) years.

C. Contractor must provide current proof of a general contractor's license and/or copies of all applicable certificates, registrations and licenses must be submitted with the Bid and must be in the name of the Bidder shown on the Signature of Bidder Form.

D. Contractor must provide proof that their firm is registered with the Division of Corporations for the State of Florida.

E. Contractor shall comply with Business Tax Receipt requirements for their business location, if required. A copy of the business tax receipt or proof of exemption must be included with the submittal package.

F. Contractor shall provide evidence of bondability/Letter of Credit from Surety within their submittal response.

5.2. MEETING SCHEDULE

A. **Mandatory Pre-Bid Meeting:** There will be a **Mandatory** Pre-Bid Meeting via Zoom, **on November 3, at 10:30 A.M. EST**, with a Site visit directly following the Mandatory Pre-Bid Meeting at Vogel Park, 7920 West Drive, North Bay Village, FL., 33141. All prospective bidders are required to attend.

B. **Questions Deadline:** The Purchasing Department will receive written requests for clarification and inquiries concerning the meaning or interpretation of this ITB. Questions shall be emailed to the Chief Financial Officer, Angela Atkinson, at aatkinson@nbvillage.com with reference to the ITB number in the subject for faster recognition. Only questions answered by formal written Addenda issued by the Chief Financial Officer shall be binding. Oral and other interpretations or clarifications shall be without legal effect. The Village will respond to written inquiries, if received by **no later than 5:00 P.M. EST on November 28, 2023**. The Village shall record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addendums are issued, the Village shall make every attempt to issue such addendum at least seven (7) calendar days before the date fixed for receiving the bids.

C. **Bid Opening:** Firms desiring to provide the goods and services described above shall submit one (1) complete electronic submittal, contained in one (1) file, PDF format preferred, submitted electronically through www.DemandStar.com containing all of the required information on the proper forms as identified in Section VIII, **no later than 2:00 P.M. EST, December 8, 2023.** Bids will be opened and read in public via Zoom teleconference. It is the sole responsibility of the Bidder to assure that bids are received no later than the specified time and date.

D. **Preconstruction Conference:** The Village will schedule a preconstruction conference within twenty (20) business days after Notice of Award.

5.3. BUSINESS OPERATIONS

A. **Hours of Operation:** Unless otherwise directed by the Public Works Director; or his designee, the successful Contractor(s) shall insure that the following schedule is adhered to and services as required must be scheduled to ensure that **all work is during normal business hours and must be between the hours of 8:00 AM and 5:00 PM.**

B. **Working Hours:** All Work at the site shall be performed Monday through Friday from the hours of 8:00 am until 5:00 pm. No additional expenses shall be granted for work performed after hours. Contractor is not permitted to perform work on any Village observed holiday, without the written consent of the Village Project Manager. Detailed work schedule shall be determined in advance at the preconstruction meeting.

C. **Inclement Weather Conditions:** Upon approval by the Public Works Director or designee, the Contractor may cease operations of services during inclement weather conditions.

D. **Observed Holidays:** The Village also schedules non-workdays throughout the calendar year. The Public Works Director or designee will notify the awarded Contractor of any non-workdays that may affect the work schedule at the preconstruction meeting.

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day & Day After

5.4. SUBCONTRACTING

If a Contractor subcontracts any portion of a contract for any reason, he must include, in writing the **name and address of the Subcontractor and percentage being used.** Include the name of the person to be contacted, telephone number and extent of work to be performed. This information is to be submitted with bid response. If Contractor should need to change subcontractor information, changes are subject to the approval by the Village. The Village reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contract of a similar nature, or who is not in a position to perform properly under this award.

5.5. AWARD METHOD

The Village reserves the right to award on an all or none basis or to make a multiple award to the lowest and best responsive responsible bidder, if it is in the best interest of the Village, and as follows:

The Village intends to award this bid to a Primary bidder. Award of the primary will be determined in order of responsiveness, delivery, and service proposed, along with bidder's qualifications, adequate organization, and personnel to ensure prompt and efficient performance of work to the Village. After the bid has been awarded, the Primary bidder will be used in every instance of ordering services if their firm is capable of delivering the services in question within the time specified in this bid. If the Primary bidder is not able to deliver the services in question within the specified time, the Village reserves the right to contact the secondary bidder with the subsequent lowest responsive responsible, and /or contact the tertiary bidder with the subsequent lowest responsive responsible bid accordingly.

5.6. PERFORMANCE

Throughout the contract period the Consultant(s) performance will be monitored by Village staff. If performance fails to meet the standards specified or noncompliance with the conditions, terms, specifications, and requirements of the ITB and receives an unacceptable rating, the Village may without cause and without prejudice to any other right or remedy, terminate the contract whenever the Village determines that such termination is in the best interest of the Village. Vendors receiving an unacceptable rating shall be served by written notice by the Procurement Department. The Village shall be the sole judge of nonperformance.

SECTION VI

SCOPE OF WORK

6.1 OVERVIEW

The Village intends to contract one qualified firm to furnish all labor, equipment, and materials to construct a boat dock, boat lift, a kayak launch pad with a mechanized lift, and ramp access to the pier. The project will include but not be limited to all demolition, electrical service, water line and hose bibs, piping and fittings, start-up services, training, site restoration, and all other appurtenances necessary for a complete and accepted project. Construction of this project will require close coordination with the Owner and Engineer of Record.

6.2 INTENT AND INFORMATION

A. It is the intent of the bid and construction documents to have a finished project at completion of construction. Thus, the Bidder shall include all costs associated with the construction documents to ensure a full and complete bid for the construction and associated site work. If a specific bid quantity is not listed in the construction and bid documents, it is the contractor's responsibility to include such items in like or in associated bid items.

B. All work shall be performed in a professional manner and shall conform to all applicable Village, County, State and Federal Regulations and/or Codes. The Bidder/Contractor shall also be responsible for obtaining all permits and licenses required to begin work.

C. **Inspection of Facilities:** It is the bidder's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Thereby, Contractor is responsible for confirming actual site conditions prior to starting construction and assures that the construction project produced will be completed as specified. **Any oral explanation provided prior to the bid opening will not be binding.**

D. **Measurements:** Awarded bidder will be responsible for their own measurements and must submit a firm price accordingly. There will be no adjustments, for increase or decrease of measurements required for this job. Therefore, the "Total Offer" must be based on accurate measurements by bidders during inspection. Failure to do so will be at the bidder's risk.

E. **Inspection and Direction:** The work will be conducted under the general direction of the Public Works Department and is subject to inspection by an appointed inspector to ensure compliance with the terms of the bid. No inspector is authorized to change any provision of the specifications without written authorization from the Project Manager, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the bid. Appointments for the final inspection shall be made three (3) days in advance.

F. **Schedule of Values:** All work for this project, including but not limited to, all profit and overhead, incidentals, all labor, mobilization/demobilization, supervision, testing, machinery, equipment, tools, materials, coordination with utility companies, cleanup and other means of construction necessary to complete the described work in accordance with the specifications, and other contract documents.

G. **Warranty:** The successful bidder shall warranty all workmanship/labor for a period of 12 months from date of completion and final acceptance by the Public Works Department designee. Should any defect in workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the Village, immediately upon written notice from the Public Works Department Designee.

H. **Start of Work and Time for Completion:** It is hereby understood and mutually agreed by and between parties hereto that the time of completion is an essential condition of this contract. By submitting a bid response, successful bidder agrees to start the work within 10 days of issuance of the Notice to Proceed. Awarded Contractor is to prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to ensure its completion by no later than **120 days** from Notice to Proceed Date**.**

6.3 BOND REQUIREMENTS

The Successful Contractor shall be required to submit the following Bond requirements on a per project basis based upon method of award.

North Bay Village Municode

Article 36.25 - Procurement requirements.

(B) *Responsibilities of the Village Manager.*

… The Village Manager may delegate responsibility for the administration of this Code as he or she deems necessary.

(D) (7) - *Bonds.*

a) *Construction contracts greater than $50,000.00.* For construction contracts exceeding $50,000.00, contractors shall submit the following with the bid documents:

1) A bid guarantee equal to five percent of the bid price;
2) A performance bond for 100 percent of the contract price; and
3) A payment bond for 100 percent of the contract price.

b) *All other contracts.* The Village Manager may require any or all of the three bonds or guarantees listed above. The bid specification shall include the amount and type of bond(s) or guarantees that are required.

Chapter 151 - Buildings

Article 151.12 – Bond

The Village will require a 5% bond of the bid price, to meet requirements of Article 151.12.

A. **Bid Bond:** The bond shall be in an amount equal to five percent (5%) of the total amount. The guarantee may be in the form of a Surety Bond with a carrier duly licensed and authorized to do business in the State of Florida, a Cashier's Check or a Certified Check (checks made payable to Village).

Purpose of the Bid Bond/Guarantee is to assure the apparent low, responsive, and responsible bidder will enter into a contract to provide the described services. Should the Bidder not enter into a contract the Bid Bond/Guarantee shall be retained by the Village to defray the additional costs of either awarding to the second low, responsive and responsible Bidder or re-advertise and re-solicit the project.

B. **Payment & Performance Bonds:** Provide evidence confirming the firm's ability to obtain Payment and Performance Bonds for the construction project as detailed herein. The successful Bidder will be required to furnish payment and performance bonds with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent (100%) of the total amount of the contract to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.

SECTION VII
INSURANCE REQUIREMENTS

7.1 INSURANCE REQUIREMENTS

A. Be authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida or be eligible surplus lines insurers under Florida Statute 626.918, and;

B. Must have a current rating of "A-" or better and a Financial Size Category of "VIII" or better according to the most recent rating in effect by the A.M. Best Company.

C. North Bay Village must be named as an additional insured on the Commercial General Liability, Business Auto Liability and the Builder's Risk/Installation Floater if required below. If applicable, Certificates shall be filed with the Village by the Contractor, prior to commencement of the Work.

D. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled without prior written notice to the Village. The Certificates of Insurance from the Commercial General Liability, Business Auto Liability and the Builder's Risk/Installation Floater must have North Bay Village as an additional insured in connection with the work contracted to (Name of Contractor). This insurance applies separately to the Village except with respect to limits of liability and is primary to rather than contributory with any insurance or self-insurance carried by the Village.

E. Any deviation to the insurance contract terms, conditions or limits listed below need to be approved by the Human Resource Department. Any projects involving Design Professionals (i.e., architects, engineers) shall also have professional liability requirements in the contract.

F. Contractors shall not charge a markup or fee of any type on any insurance policies required herein.

G. References to letter and number combinations (i.e., CG 2037) refer to Insurance Services Office (ISO) forms and represent specific coverage provisions that may not be deviated from without approval by the Deputy Village Manager. Contractors, vendors and Consultants should consult with their insurance agent/carrier for more information.

H. Contact the Human Resource Director at (305) 756-7171 with any questions. All exceptions must be approved, in advance by the Deputy Village Manager.

I. Construction businesses are required to carry workers' compensation insurance for every employee, including contractors. Firms with four (4) or less employees and does not acquire workers' compensation insurance must submit their State certificate of election to be exempt.

J. Other applicable insurance and indemnification terms are identified in Articles 5 and 6 of Supplementary Conditions.

K. The CONTRACTOR agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to the CONTRACTOR, its employees, agents, or subcontractors, if any, with respect to the work and services described herein. The CONTRACTOR shall obtain at CONTRACTOR's expense all necessary insurance in such form and amount as required by the Village's Deputy Village Manager before beginning work under this Agreement. The CONTRACTOR shall maintain such insurance in full force and effect during the life of this Agreement. The CONTRACTOR shall provide to the Village's Deputy Village Manager Certificates of all insurance required under this section prior to beginning any work under this Agreement. The CONTRACTOR shall indemnify and save the Village harmless from any damage resulting to it for failure of either CONTRACTOR or any subcontractor to obtain or maintain such insurance.

L. The Village reserves the right to require higher limits depending upon the scope of work under this Agreement.

M. Neither the CONTRACTOR nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the Village with evidence of such coverage in the form of an insurance certificate and endorsement. The CONTRACTOR shall ensure that all subcontractors shall comply with the above guidelines and shall maintain the necessary coverage throughout the term of this Agreement.

N. Policies shall be "Occurrence" form. Each carrier shall give the Village sixty (60) days' notice prior to cancellation.

O. The CONTRACTOR's general and automobile liability insurance policies shall be endorsed to add North Bay Village, its Commission, employees, officers and agents as an "additional insured". The CONTRACTOR's Worker's Compensation carrier shall provide a Waiver of Subrogation to the Village. The CONTRACTOR shall be responsible for the payment of all deductibles and self-insured retentions.

7.2 INDEMNIFICATION

A. Awarded Bidder recognizes the broad nature of this article and voluntarily agrees to indemnify North Bay Village to the fullest extent permitted by Florida law and shall protect, defend, indemnify and hold harmless the Commission, its agents, officers, elected officials, volunteers and employees from and against all claims, expenses, actions, liabilities, losses (including economic losses) and costs arising out of or related to any actual or alleged bodily injury, sickness, disease or death, or injury to or destructions of tangible property.

B. CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the Village, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the Village, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its employees, or agents, arising out of or connected with this Agreement. The CONTRACTOR shall not be required to indemnify the Village or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the Village, or its agents, employees or representatives.

C. The CONTRACTOR, without exemption, shall indemnify and hold harmless, the Village, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, service marked, trademarked patented or unpatented invention, process, or any other intellectual property right or item manufactured by the CONTRACTOR. Further, if such a claim is made, or is pending, the CONTRACTOR may, at its option and expense, procure for the Village the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the Village agrees to return the article on request to the CONTRACTOR and receive reimbursement from the CONTRACTOR. If the CONTRACTOR used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. This article shall survive the termination of any contract with the Village.

D. The parties agree that Ten Dollars ($10.00) of the total compensation paid to the Bidder for performance of this Agreement shall represent the specific consideration for the Bidder's indemnification of the Owner.

E. The Village reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of

CONTRACTOR under the indemnification agreement.

F. It is the specific intent of the parties hereto that the foregoing indemnification complies with F.S. 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

G. Nothing contained herein is intended nor shall be construed to waive Village's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

7.3 INSURANCE LIMITS

A. **Commercial General Liability:** Insurance coverage for death, bodily injury, personal injury, or property damage. Coverage must be on an occurrence form with limits of least $1,000,000 each occurrence and $2,000,000 general aggregate. North Bay Village must be added as an ADDITIONAL INSURED. Any requirements, conditions, or stipulations that limit or restrict a covered activity must be clearly indicated on the Certificate of Insurance or attached thereto. If coverage is afforded solely or in part, through membership, registration, or participation in a master association, organization, or group, the terms and conditions for continued eligibility must be maintained. A lapse in insurance or failure to maintain appropriate coverage may result in the termination of this agreement.

B. **Automobile Liability:** Insurance coverage for any auto, including hired and non-owned, used in the course and scope of work. Business automobile liability insurance coverage must be on an occurrence form with limits of at least $500,000 combined single limit, or $100,000 per person and $300,000 per accident. *Insurance is required as noted herein if your business owns, leases or rents vehicles. For personal vehicles that are not owned by the business but are driven onto Village property in order to conduct business, we require evidence of personal automobile insurance at least equal to the Florida legal minimum of $10,000 personal injury protection (PIP) and $10,000 property damage liability (PDL).*

C. **Workers' Compensation and Employers' Liability:** Insurance that complies with Florida statute, Chapter 440. Minimum coverage limits must be the greater of (1) the statutory requirement or (2) $500,000 each accident, $500,000 disease - each employee, $500,000 disease - policy limit. *Workers' Compensation insurance is only required if Florida statute mandates that your business have coverage.*

Construction Contracts < $ 1,000,000

Type of Coverage	Minimum Coverage Limit	Notes
Commercial General Liability	$1,000,000 / $2,000,000	Requires endorsements CG 20 37 and 20 38 and contract language shall require Waiver of Subrogation
Workers' Compensation Employer's Liability	To Statutory Limits (F.S. 440) $ 500,000/$500,000/$500,000	Contract language shall require Waiver of Subrogation
Auto Liability	$ 500,000	Contract language shall require Waiver of Subrogation with owned, hired and non-owned.
Umbrella Liability	N/A	N/A for most contracts under $ 1,000,000
Builder's Risk	Purchased by the contractor in form acceptable to the Village, for value of building and labor costs.	Applicable if project includes construction or rehab of a building (re-roof). The Village is to be listed as additional insured and contractor responsible for deductibles.
Professional Liability	$1,000,000	Required for all design and design/build activities such as architects, engineers, etc.

Pollution Liability	$1,000,000	If applicable to work being performed
Railroad Protective Liability	$1,000,000	If applicable to work being performed next to railroad property.

SECTION VIII
FORMS

8.1 BID COVER PAGE CHECKLIST/BID FORM
8.2 BID FORM
8.3 SCHEDULE OF BID PRICES
8.4 BIDDER'S QUALIFICATIONS STATEMENT
8.5 SUBCONTRACTOR LIST
8.6 REFERENCE FORM
8.7 NON-COLLUSIVE AFFIDAVIT
8.8 CONFLICT OF INTEREST
8.9 DRUG FREE WORKPLACE
8.10 PUBLIC ENTITY CRIMES
8.11 WARRANTIES
8.12 AGREEMENT
8.13 NOTICE OF INTENT TO AWARD
8.14 NO BID

BID FORM: BID COVER PAGE CHECKLIST

THIS SHOULD BE THE FIRST PAGE OF YOUR BID SUBMITTAL

BID NAME: _____ BID NO: _____

COMPANY NAME: _____ PHONE NO: _____

- ❑ **1.** Submit one (1) complete electronic submittal, contained in one (1) file, PDF format preferred, submitted electronically through www.DemandStar.com containing all of the required information **prior to the Bid deadline.** Bids submitted after the bid deadline shall be retained unopened and deemed non-responsive**.**
- ❑ **2** Bid Form/Bid Bond/Schedule/Bid Submittal Certification: **Carefully read** *all* **Bid Documents, and properly complete the Bid Form and execute the certification.** (*Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)*
- ❑ **3.** Bidder's Qualification Statement: **Complete and sign the** Bidder's Qualification Statement. (*Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)*
- ❑ **4.** Subcontractor List: **Complete the form.**
- ❑ **5.** References**: Complete and submit references on the designated Form.**
- ❑ **6**. Non-Collusion Affidavit: **Sign the Non-Collusion Affidavit and have it notarized**.
- ❑ **7.** Conflict of Interest: **Complete and sign the form.**
- ❑ **8.** Drug Free Workplace Form: **Sign the Drug Free Workplace Form.**
- ❑ **9.** Public Entity Crime Statement: **Sign the Public Entity Crime Statement and have it notarized.**
- ❑ **10.** E-Verify Affidavit: **Sign the E-Verify Affidavit and have it notarized. Provide proof of enrollment.**
- ❑ **11.** Warranties: **Sign the Warranties form and have it notarized.**
- ❑ **12.** Proof of Insurance: Include proof of insurance containing ***a provision or endorsement that the coverage afforded will not be canceled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the VILLAGE and additional insured by certified mail. All such insurance required herein (except for worker's compensation and employer's liability) shall name the VILLAGE, and their officers, directors, agents, and employees as "additional insured***".* Attach to the back of your submittal.
- ❑ **13.** Licenses: **Attach certificate of competency, state registration and any other applicable licenses.** Attach to the back of your submittal**.**
- ❑ **14. Proof that firm is registered with Florida Division of Corporations (Sunbiz) and Business Tax Receipt, if applicable.**
- ❑ **15. IF** "NO BID" **is offered, please complete the last section in the Bid Form and return to the Purchasing Department.**

BID FORM

BID NAME:_____ BID NO: _____

Submitted By: _____ Date: _____
(BIDDER)

A. SCOPE OF WORK

The Village intends to contract one qualified firm to furnish all labor, equipment, and materials to construct a boat dock, boat lift, a kayak launch pad with a mechanized lift, and ramp access to the pier. The project will include but not be limited to all demolition, electrical service, water line and hose bibs, piping and fittings, start-up services, training, site restoration, and all other appurtenances necessary for a complete and accepted project. Construction of this project will require close coordination with the Owner and Engineer of Record.

B. BIDDER ACKNOWLEDGES

In order to be considered for this project, **the Bidder must** have successfully completed a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; one (1) similar reference must be from a Government entity or Municipality (public sector entity) within the state of Florida; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the VILLAGE to perform and furnish all WORK and deliver all materials in accordance with the bid documents as specified herein for the Contract Price and within the Contract Period indicated in this Bid.
2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the necessary documents required by the VILLAGE within ten (10) days after the date of VILLAGE'S Notice of Intent to Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that;
   a. BIDDER has examined the Bid Documents, including the following addenda, receipt of which is hereby acknowledged:

Number	Date	Number	Date	Number	Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

   b. BIDDER has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK. These General Conditions are applicable to all specifications contained in the project manual.
   c. BIDDER has given the VILLAGE written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the VILLAGE is acceptable to BIDDER.
4. BIDDER proposes to furnish the WORK in conformity with the specifications and at the Bid Prices referenced below in the Schedule of Bid Prices. The Bid Prices quoted have been checked and certified

to be correct. Said Bid Prices are fixed and firm and shall be paid to BIDDER for the successful completion of its obligation as specified in the Bid Documents.

5. Communications concerning this Bid shall be as follows:

Contact Person _____

Business Address _____

City, State, Zip Code _____

Business Phone Number _____

Fax Number _____

Email Address _____

6. Other pertinent information is as follows:

License Number
(Please Attach Copy) _____

Federal Tax ID# _____

Federal Employment ID # _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ (hereinafter called the Principal), and _____(hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of _____with its principal offices in the Village of and authorized to do business in the State of Florida, and North Bay Village, and having an Agent resident therein, such Agent and Company acceptable to North Bay Village, are held and firmly bound unto North Bay Village (hereinafter called Owner), in the sum of Dollars ($ _____), good and lawful money of the United States of America, to be paid upon demand of the said Owner, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a proposal to the said Owner for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all State Workmen's Compensation and Unemployment Compensation Taxes incurred in the performance of the contract, and means of transportation for construction of:

NORTH BAY VILLAGE
VOGEL PARK MARINE FACILITY
ITB# 2023-007

for said Owner, and;

WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Proposal in the amount of five percent (5%) of the base bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Proposal be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute a contract in accordance with the Proposal and upon the terms, conditions and price set forth therein, in the form and manner required by the Owner and execute sufficient and satisfactory Performance and Payment Bonds payable to North Bay Village, Florida, each in an amount of one hundred percent (100%) of the total contract price, as indicated in the Proposal, in form and with security satisfactory to the said Owner, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Owner upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said _____, as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said as "Surety" herein, has caused these presents to be signed in its name by its _____, and attested by its,_____ under its corporate seal, this ____ day of _____, 20___.

ATTEST:

_____

_____ BY: _____(Title)
(Principal)

ATTEST:

_____

_____ BY:
(Surety) Attorney-in-Fact

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-attorney to sign said Bond).

(The rest of this page was intentionally left blank)

SCHEDULE OF BID PRICES

For all work associated and described in the bid documents, drawings, and specifications. The cost of incidental work described in these Contract Requirements, for which there are no specific Contract and or contract line items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made. All rates quoted shall include travel means, labor and all equipment and tools required. All disposal charges should be included in the contractor's unit prices. There shall be no charges to and from the Village work sites.

A materials list with unit price shall be recorded and reviewed with Owner and Engineer at each Project Progress Meeting. Acceptances of quantities/materials list used to date are to be documented in the meeting minutes.

If these documentation and approval procedures are not followed by the contractor, a later request for award of unit price costs may be denied by the Owner and Engineer.

The Village intends to award a contract to the lowest Responsive and Responsible bidder as a basis for award. Items include all profit and overhead, incidentals, all labor, supervision, testing, machinery, equipment, tools, materials, cleanup, and other means of construction to successfully complete the project in accordance with specifications and construction documents herein.

Item	Description	Est. Qty	Unit	Price	Value
1.	Mobilization and Demobilization	1	LS	**$**	**$**
2.	Clearing and Grubbing	1	LS	**$**	**$**
3.	Regular Excavation	20	CY	**$**	**$**
4.	Type B Stabilization (12-inches)	17	SY	**$**	**$**
5.	Superpave Asphaltic Concrete, Traffic C, PG76-22	1	TN	**$**	**$**
6.	Concrete Sidewalk and Driveways, 4" thick	4	SY	**$**	**$**
7.	Walkway Ramp Transition	1	LS	**$**	**$**
8.	Performance Turf, Sod	11	SY	**$**	**$**
9.	Utility Pipe, Furnish and install, HDPE, water, ¾"	20	LF	**$**	**$**
10.	Utility Pipe, Furnish and Install Copper, Water, ¾"	5	LF	**$**	**$**
11.	Utility Fixture-Backflow Assembly, Furnish & Install, ¾"	1	EA	**$**	**$**
12.	Utility Pipe, Service connection, Furnish and Install Copper, Water, ¾"	1	EA	**$**	**$**
13.	General Requirements & Conditions (25%)	1	LS	**$**	**$**
14.	Mobilization and Demobilization 1	1	LS	**$**	**$**
15.	Turbidity Control and Monitoring	1	LS	**$**	**$**
16.	Construction Surveying	1	LS	**$**	**$**
17.	Removal of Existing Fence	1	LS	**$**	**$**

Item	Description	Est. Qty	Unit	Price	Value
18.	Furnish and install 12” Dia wood Mooring pile	1	EA	**$**	**$**
19.	Furnish and install 12” Dia wood boat lift pile	4	EA	**$**	**$**
20.	Furnish and install 14” Precast concrete piles	14	EA	**$**	**$**
21.	Furnish and install 72” wide cast-in-place concrete cap w/ rebar	2.7	CY	**$**	**$**
22.	Furnish and install 48” wide cast-in-place concrete cap w/ rebar	2.4	CY	**$**	**$**
23.	Furnish and install 14” Precast concrete beams 1’x 1’-4”	115	LF	**$**	**$**
24.	Furnish and install closure pours	1	EA	**$**	**$**
25.	Furnish and install grated decking	212	SF	**$**	**$**
26.	Furnish and install Fasteners	1	LS	**$**	**$**
27.	Furnish and install electrical lights	1	LS	**$**	**$**
28.	Furnish and install potable water line and upland connection	1	LS	**$**	**$**
29.	Furnish and install aluminum ladders	1	EA	**$**	**$**
30.	Furnish and install ADA ramp	1	LS	**$**	**$**
31.	Furnish and install kayak launch	1	LS	**$**	**$**
32.	Railing	54	LF	**$**	**$**
33.	Boat lift	1	LS	**$**	**$**
34.	Bonds & Insurance	1	LS	**$**	**$**
35.	Contractor Overhead and Profit	1	LS	**$**	**$**
36.	NBV Permits Allowances (5%)	1	LS	**$**	**$**
	TOTAL BID AMOUNT				**$**

Estimated quantity is for bid evaluation purposes. Actual quantity and/or services may vary.

TRENCH SAFETY					
Item	**Trench Safety Measure (Description)**	**Unit (Qty)**	**Unit of Measure (LF, SY)**	**Unit Cost**	**Extended Cost**
A.					
B.					
C.					
	Failure to complete the above may result in the bid being declared non-responsive				

ALL LINE ITEMS MUST ADD UP TO THE TOTAL COST OF THAT SECTION AND TOTAL COST OF THE BID SUBMITTAL

Submitted on this _____ day of _____, 20__.

a. (If an individual, partnership, or non-incorporated organization)

Signature of BIDDER _____

By _____

b. (If a corporation)

(Affix Seal) Signature of BIDDER _____

By _____

Attested by Secretary _____

Incorporated under the laws of the State of _____.

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELGIBLE FOR AWARD.

CERTIFICATE

(For Partnership)

I HEREBY CERTIFY that a meeting of the partners of _____, a Partnership under the laws of the State of _____ held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____ as _____ of the Partnership, is hereby authorized to execute the Bid Form dated _____, 20_____, between North Bay Village, Florida, and this Partnership, and that the execution thereof, attested by the _____ of the Partnership be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 20___.

_____
(Signature)

_____
(Title)

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by ____ _____ who □ is personally known to me or who □ has presented the following type of identification: _____.

_____
Signature of Notary Public, State of Florida

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

CERTIFICATE

(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____ held on _____, 20 ___, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Corporation, is hereby authorized to execute the Bid Form dated _____, 20___, between North Bay Village, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 20___.

_____
Secretary

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by ____ _____ who □ is personally known to me or who □ has presented the following type of identification: ____ _____.

_____
Signature of Notary Public, State of Florida

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

BIDDER'S QUALIFICATIONS STATEMENT

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

BIDDER'S GENERAL INFORMATION: BIDDER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. **Additional sheets can be attached as required.**

1. BIDDER'S Name, Principal Address, Phone Number, Fax Number, and email address as follows:

BIDDER'S Name and Principal Address: _____

Contact Person's Name and Title: _____

BIDDER'S Telephone, _____ Fax Number: _____

BIDDER'S Email address: _____

BIDDER'S License Number: _____
(Please attach certificate of status, competency, and/or state registration.)

(Please attach certificate)

BIDDER'S Federal Identification Number: _____

2. Number of years as a Contractor in this type of work: _____

   Number of years under your present business name?

   _____

3. How many years under a previous business name? List name(s) below.

   _____

   _____

   _____

4. Type of Business:

   ☐Sole Proprietorship ☐Partnership ☐Corporation ☐ Joint Venture

If a Corporation, answer this:	If a Partnership or Individual Proprietorship, answer this:
Date of incorporation:	Date of organization:
In what State:	If a partnership, state whether partnership is general, limited association:

5. Names and titles of all officers, partners or individuals doing business under trade name:

Name of Officers	Name and Address of Partners:
President:	
Vice President:	
Vice President:	
Secretary:	
Treasurer:	

SUBSIDIARY OR AFFILIATED COMPANIES
IN WHICH PRINCIPALS HAVE FINANCIAL INTEREST

NAME AND ADDRESS OF SUBSIDIARY OR AFFILIATED COMPANIES	EXPLAIN IN DETAILTHE PRINCIPAL'S INTEREST IN THIS COMPANY AND NATURE OF BUSINESS

6. Business Structure – Corporation, Joint Venture, or Partnership. Applicants submitting applications as joint ventures, shall submit a copy of their joint venture agreement. If a joint venture or prime/subcontractor arrangement of two (2) firms, indicate how the work will be distributed between the partners.

Business Structure	**Indicate By (X)**	**Copy of Joint Venture Agreement Attached (Y/N)**	**If applicable, how will work be distributed between partners?**
Corporation			
Joint Venture			
Partnership			

Length of time in business for separate Firms of a Joint Venture

Firm(s) Name	**Length of Time in Business**

7. Principal Office Location – Location of principal office, which will be responsible for implementation of this contract. Please list telephone number (s), facsimile number (s) and email address (s).

8. Other Office Locations – Location of other offices from which resources may be drawn.

_____

_____

_____

_____

9. Have you, in the previous five years, been denied a contract award on which you submitted the low bid in competitive bidding, or been refused prequalification? If so, please list and describe.

_____

10. Within the previous 5 years has your organization or predecessor organizations ever failed to complete a project? If so, state name of organization and reason thereof.

_____

11. Within the previous 5 years has your organization been involved in litigation? _____. If so, please list and explain nature and current status or resolution.

_____

12. Within the last 10 years has your organization been convicted of a Public Entity Crime? If so, please explain.

_____

13. Is your organization currently pre-qualified with any governmental agency? _____ If so, please list.

_____

14. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

_____

15. What is the last project of this nature that you have completed?

_____

16. Have the Surety Company who will provide your bonds (said Surety Company must have an AM Best rating of Class XI A or better per the Supplementary Conditions, Section IV), provide you with written verification showing that your firm will be bonded for the amount of the contract. This must be submitted with your bid.

17. Have you personally reviewed the proposed WORK, and do you have a complete plan for its performance?

18. List your firm, licensing, type of work licensed for, and also the licensing and types of work the individual who will have personal supervision of the work is licensed for.

Name	License#	Type of Work

19. Will you sublet any part of this WORK? If so, give details.

20. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

21. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organizations(s) during the three (3) years. The list shall include all case names; case, arbitration or hearing identification case or file numbers; the name of the engagement over which the dispute arose; and a description of the subject matter of the dispute, and the status or disposition of the reported action. For joint venture or team Bidders, submit the requested information for each member of the joint venture or team. Use additional paper if necessary.

22. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization(s) were defendants.

23. Has the Bidder, its principals, officers or predecessor organization(s) ever filed for bankruptcy? If so, provide details.

The Bidder acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by VILLAGE in awarding the contract and such information is warranted by Bidder to be true. The discovery of any omission or misstatement that materially affects the Bidder's qualifications to perform under the contract shall cause the VILLAGE to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Print Name/Title	Date:
Signature	Email:

SUBCONTRACTOR LIST

The undersigned Bidder hereby designates, as follows, all major subcontractors whom he proposes to utilize for this service. The Bidder is further notified that all subcontractors shall be properly licensed, insured, and shall be required to furnish the Owner with a certificate of insurance in accordance with Section VII, Insurance Requirements. Failure to furnish this information shall be grounds for rejection of the Bidder's submittal.

Name, Address/ Phone#	License#	Specialty-Duties	Contract Amount $	% of contract

The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by VILLAGE in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the VILLAGE to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the VILLAGE and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the VILLAGE and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

By _____
(Signature)

Date _____

REFERENCE FORM

Contractor must provide a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; one (1) similar reference must be from a Government entity or Municipality (public sector entity) within the State of Florida; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners.

#**1 REFERENCE**

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	$

#2 **REFERENCE**

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	$

#3 **REFERENCE**

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	

Dollar Value of Contract	$

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

BIDDER is the_____,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;

Such BID is genuine and is not a collusive or sham BID;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached BID or any other BIDDER, or to fix any overhead, profit, or cost element of the BID Price or the BID Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached BID are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this _____ day of _____, 20_____ by _____ who ☐ is personally known to me or who ☐ has presented the following type of identification: _____.

SEAL

_____
Notary Public (Signature), State of Florida

My Commission Expires: _____

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with Instructions to Bidder's, each BIDDER must disclose, in its submittal, the names of any employees who are employed by BIDDER who are also an employee of North Bay Village. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	Village Title or Position of Bidder's Employee	Village Department of Bidder's Employee

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by BIDDER who are also an employee of North Bay Village, Florida.

☐ I hereby affirm that all known persons who are employed by BIDDER, who are also an employee of North Bay Village, Florida, have been identified above.

Signature

Company Name

Name, Title of Official

Business Address, City, State, Zip Code

DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE RFPS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, an ITB received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie ITBs will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). 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, and 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 ITB 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 ITB, 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.

_____

Signature

_____

(Print or Type Name)

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of the public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of

Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me on this _____ day of_____, 20_____ by _____ who □ is personally known to me or who □ has presented the following type of identification:_____.

_____
Signature of Notary Public, State of Florida

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

WARRANTIES

In consideration of, and to induce the Award of **NORTH BAY VILLAGE,** Construction Contract described in these Bid Documents, the Contractor represents and warrants to North Bay Village:

1. The Contractor is financially solvent and sufficiently experienced and competent to perform all of the work required of the Contractor in the Construction Contract; and

2. That the facts stated in the Contractor's Bid and information given the Contractor pursuant to the request or proposal for Bids, instructions to Contractors and Specifications are true and correct in all respects; and

3. That the Contractor has read and complied with all of the requirements set forth in the request for Bids, instructions to Contractors and Specifications; and

4. That the Contractor warrants all materials supplied by it under the terms of the Construction Contract are delivered to North Bay Village, free from any security interest, and other lien, and that the Contractor is a lawful owner having the right to sell the same and will defend the conveyance to North Bay Village, against all persons claiming the whole or any part thereof; and

5. That the materials supplied to North Bay Village, under the Construction Contract are free from the rightful claims of any persons whomsoever, by way of patent or trademark infringement or the like; and

6. That the materials supplied under the Construction Contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and

7. That the materials supplied under the Construction Contract are free from defects in materials and workmanship under normal use and service and that any such materials found to be defective shall be replaced by the Contractor as per the attached Warranty.

8. That the materials supplied pursuant to the Construction Contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the material will continue to be fit for such purposes for the warranty period after delivery, provided that the Village shall give the Contractor notice that the materials failed to fulfill the warranty; such notice shall state in what respect the materials have failed to fulfill the warranty, where upon the Contractor shall be allowed a reasonable time after receipt of such notice to correct the defect and the Village agrees to cooperate in this regard. If the materials cannot be made to fulfill the Contract within the warranty period the Contractor will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason at this warranty of fitness; and

9. That this Warranty is included in exposures for which the Contractor has products liability and completed operations insurance, in minimum amounts of One Hundred Thousand ($100,000.00) Dollars for property damage and Three Hundred Thousand ($300,000.00) Dollars for personal injury as shown on the Certificates of such Insurance attached hereto, and the Contractor agrees to keep such insurance coverage during the period of this Warranty; and

10. That it is an express condition of this Warranty that the item(s) hereby warranted shall be operated and maintained by the Village in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Contractor, and in accordance with the Contractor's recommendations, a copy of which has either been supplied to the Village should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such instructions, and by acceptance of this Warranty, North Bay Village, agrees to present such records to the Contractor upon request in the event of a claim hereunder by the Village;

11. The foregoing Warranties apply as a minimum and are supplemental to other Warranties offered. They are not substituted, but in addition to, any other Warranties offered; and

12. That it is agreed and understood by the Contractor that North Bay Village, is induced to enter the Construction Contract in reliance upon this Warranty.

SIGNED, sealed and delivered on this __ day of _____, 20___ .

(SEAL) CONTRACTOR:

By _____

ATTEST:

_____
Secretary

AGREEMENT (CONTRACT)
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2021 by and between North Bay Village (hereinafter called OWNER) and _____ _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish all labor, equipment, and materials to construct a boat dock, boat lift, a kayak launch pad with a mechanized lift, and ramp access to the pier. The project will include but not be limited to all demolition, electrical service, water line and hose bibs, piping and fittings, start-up services, training, site restoration, and all other appurtenances necessary for a complete and accepted project. Construction of this project will require close coordination with the Owner and Engineer of Record.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

NORTH BAY VILLAGE

VOGEL PARK MARINE FACILITY

ITB# 2023-007

Article 2. ENGINEER. The Project has been designed by the following:

ENGINEER

EAC Consulting, Inc.

5959 BLUE LAGOON DRIVE

SUITE 410

MIAMI, FL 33126

who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1 The Work will be substantially completed within 120 calendar days after the date when the Contract Time commences (Notice to Proceed) to run as provided in paragraph 2.3 of the Supplementary Conditions and completed and ready for final payment in accordance with paragraph 14.10 of the Supplementary Conditions within 360 calendar days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Articles 11 & 12 of the Supplementary Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree, that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Five Hundred and 00/100 dollars ($500) for each day that expires after the time specified in Paragraph 3.1 for substantial completion until the Work is substantially complete. Liquidated damages shall be deducted from the final CONTRACTOR pay request.

Article 4. PERFORMANCE.

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Document in current funds as follows:

According to the TOTAL BID AMOUNT contained in the proposal and the Schedule of Values provided for payment request purposes.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the Supplementary Conditions. Applications for payment will be processed by ENGINEER as provided in the Supplementary Conditions.

5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or before the 28th day of each month during construction as provided below. The Applications for Payment shall be in AIA format. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.1.1 of the Supplementary Conditions.

5.2 Prior to Substantial Completion, progress payments will be in an amount equal to: 90% of the Work completed and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.3 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine in accordance with paragraph 14.5.4 of the Supplementary Conditions.

5.4 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.5.1 of the Supplementary Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.5.1.

Article 6. INTEREST. Not Applicable

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into Procurement Agreement, CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

7.2. CONTRACTOR has carefully studied all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

7.5. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

8.1. This Agreement (all pages)

8.2. Exhibits and Appendices to this Contract Document/Agreement

8.3. Performance and Payment Bonds

8.4. Notice of Award

8.5. Supplementary Conditions

8.6. Specifications bearing the following general title:

North Bay Village

VOGEL PARK MARINE FACILITY

ITB# 2023-007

8.7 Addendum

8.8 CONTRACTOR'S BID

8.9 Documentation submitted by CONTRACTOR prior to Notice of Award

8.10 Any Modifications, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the ITB).

Article 9. MISCELLANEOUS

9.1. Terms used in this Agreement which are defined in Section 1 of the ITB shall have the meanings indicated in the Supplementary Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed four (4) sets of this Agreement. At least one counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

OWNER	CONTRACTOR
North Bay Village	_____
ADDRESS	ADDRESS

1666 Kennedy Causeway, Suite 300

North Bay Village, FL 33141

BY _____

(CORPORATE SEAL)

_____

_____

BY _____

(CORPORATE SEAL)

NOTICE OF INTENT TO AWARD

TO: _____

Contractor

_____

Address

ATT: _____

Name and Title

PROJECT: NORTH BAY VILLAGE

VOGEL PARK MARINE FACILITY

ITB# 2023-007

Gentlemen:

This is to advise that you have been awarded the contract for the above referenced project as a result of your bid of: _____($_____ _____) submitted to North Bay Village (Owner) on _____(Date).

Three (3) sets of the Project Manual for this project are attached. Each set contains an unexecuted Agreement and the requirement for attaching the Performance and Payment Bonds. Please execute all copies of the Agreement and attach a copy of the Performance and Payment Bonds to each Agreement and return the Project Manuals to our office for final execution by the Owner.

Your attention is invited to the provision whereby your proposal guarantee may be forfeited in the event the Agreement with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Owner within ten (10) consecutive calendar days from _____ (Date).

Sincerely yours,

By: _____

Delroy Peters

STATEMENT OF NO BID

Please complete and return this form prior to ITB opening date.

ITB NAME: _____ ITB NO: _____

COMPANY NAME: _____ PHONE NO: _____

We have declined to submit on this solicitation for the following reasons:

☐ Specifications too "restrictive", i.e., geared toward one brand or manufacturer (Please explain below)

☐ Insufficient time to respond to solicitation.

☐ We do not offer this product/service or equivalent.

☐ Our project schedule would not permit us to perform.

☐ Unable to meet specifications, please explain _____

☐ Unable to meet requirements, please explain _____

☐ Specifications unclear, please explain _____

☐ Other, please specify _____

REMARKS:

_____

_____

_____

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED; OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE VILLAGE FOR FUTURE PROJECTS.

_____ _____

Typed Name Title

_____ _____

Signature Date

SECTION IX

PROJECT TECHNICAL DOCUMENTATION

Exhibit A – Technical Specifications
Exhibit B – Geotechnical Report
Exhibit C – Vogel Park Marine Facility - Waterward Portion 100% SS Plans
Exhibit D – Vogel Park Marine Facility - Upland Portion 100% SS Plans
Exhibit E – FPL Letter – Sheet E.6
Exhibit F – Permit – USACE Reverification
Exhibit G – FDEP Vogel Park Dock Permit #13-0205374-001002-EE
Exhibit H – USACE Vogel Park Dock Permit #20220901
Exhibit I – DERM CLI 2022-0183 Class I Permit with Stamped Plans
Exhibit J – DERM CLI 2022-0183 Class I Permit
Exhibit K – Vogel Park Marine Photo Card

ADDENDUM #1

ITB# 2023-007

PROJECT: VOGEL PARK MARINE FACILITY
DATE: 11/06/2023

A. The purpose of this Addendum is to provide clarification to the Bid Documents with the revision of the Schedule of Bid Prices (Section 8, Form 8.3). The new Schedule of Bid Prices has a revision in Item#13 & the removal of duplicate Item#14 (Mobilization & Demobilization 1).

- **Replace the "REVISED FORM 8.3, Schedule of Bid Prices" with the attached "REVISED FORM 8.3, Schedule of Bid Prices 11/06/2023". Failure to use the "Revised Form 8.3, Schedule of Bid Prices 11/06/2023" may result in the disqualification of your bid submittal.**

This Addendum to the proposal is issued to provide additional information and clarification to the original proposal and is hereby declared a part of the original proposal and documents. In case of conflict, this Addendum shall govern.

All other terms and conditions of this ITB remain unchanged.

This Addendum shall be considered an integral part of the ITB and Contract Documents and this Addendum must be signed and returned with your submittal **by 2:00 p.m. on December 8, 2023**, and acknowledged on Form 8.2, Designated in Section 8. Failure to comply may result in the disqualification of your bid submittal.

Angela C. Atkinson

Angela Atkinson
Chief Financial Officer

Acknowledgement is hereby made of Addendum#1 to ITB#2023-007: VOGEL PARK MARINE FACILITY.

Authorized Signature

Dock & Marine Construction Corp.
Firm

Glen A. Larson, President
Printed, Title

1/8/24
Date

glarson@dockandmarine.net
Email Address

REVISED FORM 8.3, SCHEDULE OF BID PRICES 11/06/2023

Purchasing Department *ITB# 2023-007*

SCHEDULE OF BID PRICES

For all work associated and described in the bid documents, drawings, and specifications. The cost of incidental work described in these Contract Requirements, for which there are no specific Contract and or contract line items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made. All rates quoted shall include travel means, labor and all equipment and tools required. All disposal charges should be included in the contractor's unit prices. There shall be no charges to and from the Village work sites.

A materials list with unit price shall be recorded and reviewed with Owner and Engineer at each Project Progress Meeting. Acceptances of quantities/materials list used to date are to be documented in the meeting minutes.

If these documentation and approval procedures are not followed by the contractor, a later request for award of unit price costs may be denied by the Owner and Engineer.

The Village intends to award a contract to the lowest Responsive and Responsible bidder as a basis for award. Items include all profit and overhead, incidentals, all labor, supervision, testing, machinery, equipment, tools, materials, cleanup, and other means of construction to successfully complete the project in accordance with specifications and construction documents herein.

Item	Description	Est. Qty	Unit	Price	Value
1.	Mobilization and Demobilization	1	LS	$5600	$5600
2.	Clearing and Grubbing	1	LS	$500	$500
3.	Regular Excavation	20	CY	$180	$3600
4.	Type B Stabilization (12-inches)	17	SY	$480	$8160
5.	Superpave Asphaltic Concrete, Traffic C, PG76-22	1	TN	$3900	$3900
6.	Concrete Sidewalk and Driveways, 4" thick	4	SY	$486	$1944
7.	Walkway Ramp Transition	1	LS	$4330	$4330
8.	Performance Turf, Sod	11	SY	$216	$2376
9.	Utility Pipe, Furnish and install, HDPE, water, ¾"	20	LF	$ 90	$ 1800
10.	Utility Pipe, Furnish and Install Copper, Water, ¾"	5	LF	$ 40	$ 200
11.	Utility Fixture-Backflow Assembly, Furnish & Install, ¾"	1	EA	$ 130	$ 130
12.	Utility Pipe, Service connection, Furnish and Install Copper, Water, ¾"	1	EA	$ 130	$ 130
13.	General Requirements & Conditions	1	LS	$40574	$40574
14.	Turbidity Control and Monitoring	1	LS	$6300	$6300
15.	Construction Surveying	1	LS	$4100	$4100
16.	Removal of Existing Fence	1	LS	$ 250	$ 250

Item	Description	Est. Qty	Unit	Price	Value
17.	Furnish and install 12" Dia wood Mooring pile	1	EA	$ 1800	$ 1800
18.	Furnish and install 12" Dia wood boat lift pile	4	EA	$ 1900	$ 7600
19.	Furnish and install 14" Precast concrete piles	14	EA	$ 3360	$ 47040
20.	Furnish and install 72" wide cast-in-place concrete cap w/ rebar	2.7	CY	$ 4570.37	$ 12340
21.	Furnish and install 48" wide cast-in-place concrete cap w/ rebar	2.4	CY	$ 4988.50	$ 11970
22.	Furnish and install 14" Precast concrete beams 1'x 1'-4"	115	LF	$ 193	$ 22195
23.	Furnish and install closure pours	1	EA	$ 190	$ 190
24.	Furnish and install grated decking	212	SF	$ 95	$ 20140
25.	Furnish and install Fasteners	1	LS	$ 3650	$ 3650
26.	Furnish and install electrical lights	1	LS	$ 34116	$ 34116
27.	Furnish and install potable water line and upland connection	1	LS	$ 2100	$ 2100
28.	Furnish and install aluminum ladders	1	EA	$ 410	$ 410
29.	Furnish and install ADA ramp	1	LS	$ 1636	$ 1636
30.	Furnish and install kayak launch	1	LS	$ 3880	$ 3880
31.	Railing	54	LF	$ 210	$ 11340
32.	Boat lift	1	LS	$ 54600	$ 54600
33.	Bonds & Insurance	1	LS	$ 16742	$ 16742
34.	Contractor Overhead and Profit	1	LS	$ Included	$ Included
35.	NBV Permits Allowances (5%)	1	LS	$ 15945	$ 15945
	TOTAL BID AMOUNT				$ 351,588

Estimated quantity is for bid evaluation purposes. Actual quantity and/or services may vary.

TRENCH SAFETY

Item	Trench Safety Measure (Description)	Unit (Qty)	Unit of Measure (LF, SY)	Unit Cost	Extended Cost
A.					
B.					
C.					
	Failure to complete the above may result in the bid being declared non-responsive				

ALL LINE ITEMS MUST ADD UP TO THE TOTAL COST OF THAT SECTION AND TOTAL COST OF THE BID SUBMITTAL

Submitted on this 8th day of January, 2024

a. (If an individual, partnership, or non-incorporated organization)

Signature of BIDDER _____

By Glen A. Larson, President

b. (If a corporation)

(Affix Seal)

Signature of BIDDER _____

By _____

Attested by Secretary _____

Incorporated under the laws of the State of Florida.

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELGIBLE FOR AWARD.

ADDENDUM #1

ITB# 2023-007

PROJECT: VOGEL PARK MARINE FACILITY
DATE: 11/06/2023

A. **The purpose of this Addendum is to provide clarification to the Bid Documents with the revision of the Schedule of Bid Prices (Section 8, Form 8.3). The new Schedule of Bid Prices has a revision in Item#13 & the removal of duplicate Item#14 (Mobilization & Demobilization 1).**

- **Replace the "REVISED FORM 8.3, Schedule of Bid Prices" with the attached "REVISED FORM 8.3, Schedule of Bid Prices 11/06/2023". Failure to use the "Revised Form 8.3, Schedule of Bid Prices 11/06/2023" may result in the disqualification of your bid submittal.**

This Addendum to the proposal is issued to provide additional information and clarification to the original proposal and is hereby declared a part of the original proposal and documents. In case of conflict, this Addendum shall govern.

All other terms and conditions of this ITB remain unchanged.

This Addendum shall be considered an integral part of the ITB and Contract Documents and this Addendum must be signed and returned with your submittal **by 2:00 p.m. on December 8, 2023**, and acknowledged on Form 8.2, Designated in Section 8. Failure to comply may result in the disqualification of your bid submittal.

Angela C. Atkinson

Angela Atkinson
Chief Financial Officer

Acknowledgement is hereby made of Addendum#1 to ITB#2023-007: VOGEL PARK MARINE FACILITY.

Authorized Signature

Dock & Marine Construction Corp.
Firm

Glen A. Larson, President
Printed, Title

12/11/23
Date

glarson@dockandmarine.net
Email Address

BID FORM

BID NAME: VOGEL PARK MARINE FACILITY BID NO: ITB 2023-007

Submitted By: Dock & Marine Construction Corp. Date: 12/11/23
(BIDDER)

A. SCOPE OF WORK

The Village intends to contract one qualified firm to furnish all labor, equipment, and materials to construct a boat dock, boat lift, a kayak launch pad with a mechanized lift, and ramp access to the pier. The project will include but not be limited to all demolition, electrical service, water line and hose bibs, piping and fittings, start-up services, training, site restoration, and all other appurtenances necessary for a complete and accepted project. Construction of this project will require close coordination with the Owner and Engineer of Record.

B. BIDDER ACKNOWLEDGES

In order to be considered for this project, **the Bidder must** have successfully completed a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; one (1) similar reference must be from a Government entity or Municipality (public sector entity) within the state of Florida; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the VILLAGE to perform and furnish all WORK and deliver all materials in accordance with the bid documents as specified herein for the Contract Price and within the Contract Period indicated in this Bid.
2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the necessary documents required by the VILLAGE within ten (10) days after the date of VILLAGE'S Notice of Intent to Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that;
   a. BIDDER has examined the Bid Documents, including the following addenda, receipt of which is hereby acknowledged:

Number	Date	Number	Date	Number	Date
Addendum #1	11/6/2023				

   b. BIDDER has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK. These General Conditions are applicable to all specifications contained in the project manual.
   c. BIDDER has given the VILLAGE written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the VILLAGE is acceptable to BIDDER.
4. BIDDER proposes to furnish the WORK in conformity with the specifications and at the Bid Prices referenced below in the Schedule of Bid Prices. The Bid Prices quoted have been checked and certified

to be correct. Said Bid Prices are fixed and firm and shall be paid to BIDDER for the successful completion of its obligation as specified in the Bid Documents.

5. Communications concerning this Bid shall be as follows:

Contact Person	Glen Larson
Business Address	752 NE 79 St
City, State, Zip Code	Miami Beach, FL 33138
Business Phone Number	305-751-9911
Fax Number	
Email Address	glarson@dockandmarine.net

6. Other pertinent information is as follows:

License Number (Please Attach Copy)	CGC1521069
Federal Tax ID#	61-1704697
Federal Employment ID #	61-1704697

CERTIFICATE

(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of Dock and Marine Construction Corp, a corporation under the laws of the State of Florida held on November 15, 2023, the following resolution was duly passed and adopted:

"RESOLVED, that Glen A. Larson, as President of the Corporation, is hereby authorized to execute the Bid Form dated 12/11, 2023, between North Bay Village, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 11 day of December, 2023.

Secretary

STATE OF FLORIDA

COUNTY OF Miami-Dade

Sworn to and subscribed before me on this 11 day of December, 2023 by Glen A. Larson who ☑ is personally known to me or who ☐ has presented the following type of identification: ____.

Signature of Notary Public, State of Florida

JAVIER GERMAN RODRIGUEZ
Notary Public - State of Florida
Commission # HH 290716
My Comm. Expires Jul 21, 2026

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

Type text here30

Purchasing Department

ITB# 2023-007

BIDDER'S QUALIFICATIONS STATEMENT

Type text here

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

BIDDER'S GENERAL INFORMATION: BIDDER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. **Additional sheets can be attached as required.**

1. BIDDER'S Name, Principal Address, Phone Number, Fax Number, and email address as follows:

BIDDER'S Name and Principal Address: Dock & Marine Construction Corp. 752 NE 79 St Miami, FL 33138

Contact Person's Name and Title: Glen Larson, President

BIDDER'S Telephone, 305-751-9911 Fax Number: _____

BIDDER'S Email address: glarson@dockandmarine.net

BIDDER'S License Number: CGC1521069
(Please attach certificate of status, competency, and/or state registration.)

(Please attach certificate)

BIDDER'S Federal Identification Number: 61-1704697

2. Number of years as a Contractor in this type of work: 65

Number of years under your present business name?
24

3. How many years under a previous business name? List name(s) below.
41/ Dock and Marine Construction, Inc.

4. Type of Business:

☐ Sole Proprietorship ☐ Partnership ☑ Corporation ☐ Joint Venture

If a Corporation, answer this:

Date of incorporation: 08/01/2000

In what State: Florida

If a Partnership or Individual Proprietorship, answer this:

Date of organization:

If a partnership, state whether partnership is general, limited association:

5. Names and titles of all officers, partners or individuals doing business under trade name:

Name of Officers	Name and Address of Partners:
President: Glen A. Larson	
Vice President: Alyssa R. Larson	
Vice President:	
Secretary:	
Treasurer:	

SUBSIDIARY OR AFFILIATED COMPANIES
IN WHICH PRINCIPALS HAVE FINANCIAL INTEREST

NAME AND ADDRESS OF SUBSIDIARY OR AFFILIATED COMPANIES	EXPLAIN IN DETAILTHE PRINCIPAL'S INTEREST IN THIS COMPANY AND NATURE OF BUSINESS

6. Business Structure – Corporation, Joint Venture, or Partnership. Applicants submitting applications as joint ventures, shall submit a copy of their joint venture agreement. If a joint venture or prime/subcontractor arrangement of two (2) firms, indicate how the work will be distributed between the partners.

Business Structure	Indicate By (X)	Copy of Joint Venture Agreement Attached (Y/N)	If applicable, how will work be distributed between partners?
Corporation	X		
Joint Venture			
Partnership			

Length of time in business for separate Firms of a Joint Venture

Firm(s) Name	Length of Time in Business

7. Principal Office Location – Location of principal office, which will be responsible for implementation of this contract. Please list telephone number (s), facsimile number (s) and email address (s).

752 NE 79 St, Miami, FL	glarson@dockandmarine.net
305-751-9911	

8. Other Office Locations – Location of other offices from which resources may be drawn.

_____

_____

_____

_____

9. Have you, in the previous five years, been denied a contract award on which you submitted the low bid in competitive bidding, or been refused prequalification? If so, please list and describe.
   No

10. Within the previous 5 years has your organization or predecessor organizations ever failed to complete a project? If so, state name of organization and reason thereof.
    No

11. Within the previous 5 years has your organization been involved in litigation? No. If so, please list and explain nature and current status or resolution.

12. Within the last 10 years has your organization been convicted of a Public Entity Crime? If so, please explain.
    No

13. Is your organization currently pre-qualified with any governmental agency? Yes If so, please list.
    Miami-Dade DERM, City of Miami, Martin County, City of Ft. Myers, FDEP

14. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:
    Matson-Charlton Surety Group/ Indiana Espinoza, 305-662-3852

15. What is the last project of this nature that you have completed?
    Miguel Residence - 6935 Prado Blvd, Coral Gables FL

16. Have the Surety Company who will provide your bonds (said Surety Company must have an AM Best rating of Class XI A or better per the Supplementary Conditions, Section IV), provide you with written verification showing that your firm will be bonded for the amount of the contract. This must be submitted with your bid.

17. Have you personally reviewed the proposed WORK, and do you have a complete plan for its performance?

Yes

18. List your firm, licensing, type of work licensed for, and also the licensing and types of work the individual who will have personal supervision of the work is licensed for.

Name	License#	Type of Work
Glen A. Larson	CGC1521069	General Contractor

19. Will you sublet any part of this WORK? If so, give details.

No

20. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

None

21. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organizations(s) during the three (3) years. The list shall include all case names; case, arbitration or hearing identification case or file numbers; the name of the engagement over which the dispute arose; and a description of the subject matter of the dispute, and the status or disposition of the reported action. For joint venture or team Bidders, submit the requested information for each member of the joint venture or team. Use additional paper if necessary.

None

22. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization(s) were defendants.

None

23. Has the Bidder, its principals, officers or predecessor organization(s) ever filed for bankruptcy? If so, provide details.

No

The Bidder acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by VILLAGE in awarding the contract and such information is warranted by Bidder to be true. The discovery of any omission or misstatement that materially affects the Bidder's qualifications to perform under the contract shall cause the VILLAGE to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Glen A. Larson, President
Print Name/Title

12/11/23
Date:

Signature

glarson@dockandmarine.net
Email:

SUBCONTRACTOR LIST

The undersigned Bidder hereby designates, as follows, all major subcontractors whom he proposes to utilize for this service. The Bidder is further notified that all subcontractors shall be properly licensed, insured, and shall be required to furnish the Owner with a certificate of insurance in accordance with Section VII, Insurance Requirements. Failure to furnish this information shall be grounds for rejection of the Bidder's submittal.

Name, Address/ Phone#	License#	Specialty-Duties	Contract Amount $	% of contract

The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by VILLAGE in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the VILLAGE to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the VILLAGE and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the VILLAGE and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

By _____
(Signature)

Date 12/11/23

REFERENCE FORM

Contractor must provide a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; one (1) similar reference must be from a Government entity or Municipality (public sector entity) within the State of Florida; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners.

#1 REFERENCE

Company/Entity Name:	Miami-Dade County, Parks, Recreation, & Open Spaces
Address City, State Zip Code	275 NW 2nd Street, 4th Floor Miami, Florida 33128
Contact Name: Title:	Roberto Rodriguez
Phone No: Fax: Email:	786-516-4246/ Roberto.Rodriguez3@miamidade.gov
Date of Service or Contract Period: Location	2/27 - 12/5/23/ Charles Deering Estate
Summary of Services Performed Governmental or Private	Historic mangrove boardwalk replacement. Government
Dollar Value of Contract	$2,396,000

#2 REFERENCE

Company/Entity Name:	Martin County Board of County Commissioners
Address City, State Zip Code	2401 SE Monterey Road, Stuart, FL 34996
Contact Name: Title:	Jessica Garland, Coastal Program Manager
Phone No: Fax: Email:	(772) 288-5795/ jgarland@martin.fl.us
Date of Service or Contract Period: Location	9/7/22 - 7/25/23
Summary of Services Performed Governmental or Private	Manatee Pocket Mooring Field Construction Government
Dollar Value of Contract	$414,695

#3 REFERENCE

Company/Entity Name:	Casa Marina Owner, LLC
Address City, State Zip Code	1500 Reynolds St, Key West, FL 33040
Contact Name: Title:	Adam Batchelor
Phone No: Fax: Email:	786-774-0259/ adam.batchelor@orpmg.com
Date of Service or Contract Period: Location	3/27/23 - in progress
Summary of Services Performed Governmental or Private	Commercial pier renovation Private

Dollar Value of Contract	$ 3,297,325

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Miami-Dade

Glen A. Larson being first duly sworn, deposes and says that:

BIDDER is the owner and president,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;

Such BID is genuine and is not a collusive or sham BID;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached BID or any other BIDDER, or to fix any overhead, profit, or cost element of the BID Price or the BID Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached BID are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By Glen Larson

Subscribed and sworn to before me this 11 day of December, 2023 by Glen A. Larson who

☑ is personally known to me or who ☐ has presented the following type of identification: _____.

SEAL

JAVIER GERMAN RODRIGUEZ
Notary Public - State of Florida
Commission # HH 290716
My Comm. Expires Jul 21, 2026

Notary Public (Signature), State of Florida

My Commission Expires: 7/21/26

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with Instructions to Bidder's, each BIDDER must disclose, in its submittal, the names of any employees who are employed by BIDDER who are also an employee of North Bay Village. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	Village Title or Position of Bidder's Employee	Village Department of Bidder's Employee

Check one of the following and sign:

☑ I hereby affirm that there are no known persons employed by BIDDER who are also an employee of North Bay Village, Florida.

☑ I hereby affirm that all known persons who are employed by BIDDER, who are also an employee of North Bay Village, Florida, have been identified above.

Signature

Dock & Marine Construction Corp.
Company Name

Glen A. Larson
Name, Title of Official

752 NE 79 St, Miami, FL
Business Address, City, State, Zip Code

DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE RFPS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, an ITB received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie ITBs will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). 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, and 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 ITB 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 ITB, 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.

Glen Larson

Signature

Glen A. Larson, President

(Print or Type Name)

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of the public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

☑ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☑ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☑ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of

Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

Type text here

Type text here

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Glen Larson

(Signature)

STATE OF FLORIDA
COUNTY OF Miami-Dade

Sworn to and subscribed before me on this 11 day of December, 2023 by Glen A. Larson who ☑ is personally known to me or who ☐ has presented the following type of identification: _____.

JAVIER GERMAN RODRIGUEZ
Notary Public - State of Florida
Commission # HH 290716
My Comm. Expires Jul 21, 2026

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

WARRANTIES

In consideration of, and to induce the Award of **NORTH BAY VILLAGE,** Construction Contract described in these Bid Documents, the Contractor represents and warrants to North Bay Village:

1. The Contractor is financially solvent and sufficiently experienced and competent to perform all of the work required of the Contractor in the Construction Contract; and

2. That the facts stated in the Contractor's Bid and information given the Contractor pursuant to the request or proposal for Bids, instructions to Contractors and Specifications are true and correct in all respects; and

3. That the Contractor has read and complied with all of the requirements set forth in the request for Bids, instructions to Contractors and Specifications; and

4. That the Contractor warrants all materials supplied by it under the terms of the Construction Contract are delivered to North Bay Village, free from any security interest, and other lien, and that the Contractor is a lawful owner having the right to sell the same and will defend the conveyance to North Bay Village, against all persons claiming the whole or any part thereof; and

5. That the materials supplied to North Bay Village, under the Construction Contract are free from the rightful claims of any persons whomsoever, by way of patent or trademark infringement or the like; and

6. That the materials supplied under the Construction Contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and

7. That the materials supplied under the Construction Contract are free from defects in materials and workmanship under normal use and service and that any such materials found to be defective shall be replaced by the Contractor as per the attached Warranty.

8. That the materials supplied pursuant to the Construction Contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the material will continue to be fit for such purposes for the warranty period after delivery, provided that the Village shall give the Contractor notice that the materials failed to fulfill the warranty; such notice shall state in what respect the materials have failed to fulfill the warranty, where upon the Contractor shall be allowed a reasonable time after receipt of such notice to correct the defect and the Village agrees to cooperate in this regard. If the materials cannot be made to fulfill the Contract within the warranty period the Contractor will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason at this warranty of fitness; and

9. That this Warranty is included in exposures for which the Contractor has products liability and completed operations insurance, in minimum amounts of One Hundred Thousand ($100,000.00) Dollars for property damage and Three Hundred Thousand ($300,000.00) Dollars for personal injury as shown on the Certificates of such Insurance attached hereto, and the Contractor agrees to keep such insurance coverage during the period of this Warranty; and

10. That it is an express condition of this Warranty that the item(s) hereby warranted shall be operated and maintained by the Village in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Contractor, and in accordance with the Contractor's recommendations, a copy of which has either been supplied to the Village should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such instructions, and by acceptance of this Warranty, North Bay Village, agrees to present such records to the Contractor upon request in the event of a claim hereunder by the Village;

11. The foregoing Warranties apply as a minimum and are supplemental to other Warranties offered. They are not substituted, but in addition to, any other Warranties offered; and

12. That it is agreed and understood by the Contractor that North Bay Village, is induced to enter the Construction Contract in reliance upon this Warranty.

SIGNED, sealed and delivered on this 11 day of December, 2023 .

(SEAL)

CONTRACTOR:

By _____

ATTEST:

_____
Secretary

381

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/14/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
RSC Insurance Brokerage, Inc.
5000 SW 75th Avenue
Suite 202
Miami FL 33155

CONTACT NAME: Aileen Acosta
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: aacosta@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Insurance Co.	
INSURER B : Navigators Insurance Co	
INSURER C : Berkshire Hathaway Homestate Insurance Company	
INSURER D : AmGuard Insurance Co.	
INSURER E :	
INSURER F :	

INSURED
Dock & Marine Construction, Inc.
752 NE 79th Street
Miami FL 33138

COVERAGES **CERTIFICATE NUMBER:** 23/24 GL/XS/PL/WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			OMH 1441650 09	09/18/2023	09/18/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $
D	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			DOAU446631	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [X] CLAIMS-MADE [ ] DED [ ] RETENTION $			NY22LIA95720201	09/20/2023	09/20/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		DOWC426179	02/01/2023	02/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Protection & Indemnity, Collision Liability			OMH 1441650 09	09/18/2023	09/18/2024	Each Occurrence	$1,000,000

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

CERTIFICATE HOLDER
City of North Bay Village Permits
1700 Kennedy Causeway,
Suite 132
North Bay Village FL 33141

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

AUTHORIZED REPRESENTATIVE
RSC Insurance Brokerage Inc.

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AGENCY CUSTOMER ID: 00267036

LOC #:

ACORD®

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
RSC Insurance Brokerage, Inc.	Dock & Marine Construction, Inc.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

Maritime Commercial Liability Limited Pollution Coverage Endorsement Maritime Ops Only - form#GAI2421 12/15
Limit: $300,000

Professional Liability
Policy #AXC1000059-00
Effective: 01/27/23 - 01/27/24
General Aggregate: $1,000,000
Each Occurrence: $1,000,000
Deductible: $5,000 per claim

Retro Date: 1/27/23

Expense Event Limits
Emergency Remediation: $250,000 each event/ $250,000 aggregate
ADA, FHA amd OSHA Legal Expense: $25,000 each event/ $25,000 aggregate
Subpoena Assistance: $15,000 each event/ $25,000 aggregate
Disciplinary Proceedings: $25,000 each event/ $100,000 aggregate

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LARSON, GLEN ANDREW

DOCK AND MARINE CONSTRUCTION CORP
752 NE 79TH STREET
MIAMI FL 33138

LICENSE NUMBER: CGC1521069

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Detail by Entity Name

Florida Profit Corporation
DOCK AND MARINE CONSTRUCTION CORP

Filing Information

Document Number	P00000073136
FEI/EIN Number	61-1704697
Date Filed	08/01/2000
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	12/29/2011
Event Effective Date	NONE

Principal Address

752 NE 79 STREET
MIAMI, FL 33138

Changed: 12/14/2011

Mailing Address

752 NE 79 STREET
MIAMI, FL 33138

Changed: 12/14/2011

Registered Agent Name & Address

LARSON, GLEN
752 NE 79 STREET
MIAMI, FL 33138

Name Changed: 01/29/2001

Address Changed: 12/14/2011

Officer/Director Detail

Name & Address

Title PD

LARSON, GLEN
752 NE 79 STREET
MIAMI, FL 33138

Title VD

LARSON, ALYSSA ROSE
752 NE 79 STREET
MIAMI, FL 33138

Annual Reports

Report Year	Filed Date
2021	01/12/2021
2022	01/24/2022
2023	01/30/2023

Document Images

01/30/2023 -- ANNUAL REPORT	View image in PDF format
01/24/2022 -- ANNUAL REPORT	View image in PDF format
01/12/2021 -- ANNUAL REPORT	View image in PDF format
01/14/2020 -- ANNUAL REPORT	View image in PDF format
01/09/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
01/13/2016 -- ANNUAL REPORT	View image in PDF format
01/06/2015 -- ANNUAL REPORT	View image in PDF format
02/26/2014 -- ANNUAL REPORT	View image in PDF format
05/01/2013 -- ANNUAL REPORT	View image in PDF format
01/10/2012 -- ANNUAL REPORT	View image in PDF format
12/29/2011 -- Name Change	View image in PDF format
12/14/2011 -- REINSTATEMENT	View image in PDF format
12/01/2010 -- Name Change	View image in PDF format
01/18/2010 -- ANNUAL REPORT	View image in PDF format
01/08/2009 -- ANNUAL REPORT	View image in PDF format
01/15/2008 -- ANNUAL REPORT	View image in PDF format
02/06/2007 -- ANNUAL REPORT	View image in PDF format
01/27/2006 -- ANNUAL REPORT	View image in PDF format
05/03/2005 -- ANNUAL REPORT	View image in PDF format
01/22/2004 -- ANNUAL REPORT	View image in PDF format
01/30/2003 -- ANNUAL REPORT	View image in PDF format
01/24/2002 -- ANNUAL REPORT	View image in PDF format
01/29/2001 -- ANNUAL REPORT	View image in PDF format
08/01/2000 -- Domestic Profit	View image in PDF format

An official website of the United States government Here's how you know

E-Verify Menu

My Company Account

My Company Profile

Company Information

Company Name
Dock and Marine Construction Corp

Doing Business As (DBA) Name

Company ID
2011320

Enrollment Date
Oct 31, 2022

Employer Identification Number (EIN)
611704697

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees
20 to 99

NAICS Code
238

Sector
Construction

Subsector
Specialty Trade Contractors

Edit Company Information

Employer Category

Employer Category

Local Government

Edit Employer Category

Company Addresses

Physical Address

752 NE 79TH ST
MIAMI, FL 33138

Mailing Address

Same as Physical Address

Edit Company Addresses

Hiring Sites

Number of Sites

1

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

BID TABULATION ANALYSIS

VOGEL PARK MARINE FACILITY

PROJECT CP24-05

ITB No. 2023-007 - Opened on December 8, 2023					ENGINEER'S COST ESTIMATE		Apparent 1st Lowest Bidder DOCK & MARINE CONSTRUCTION CORP		Checks NBV Quality Assurance
Item	Pay Item No.	DESCRIPTION-SIDEWALK AND ADA PAY ITEMS	Unit Cost	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	NBV Quality Assurance Costs
1	101-1	MOBILIZATION AND DEMOBILIZATION	LS	1	$ 33,000.00	$ 33,000.00	$ 5,600.00	$ 5,600.00	$ 5,600.00
2	110-1-1	CLEARING AND GRUBBING	LS	1	$ 1,000.00	$ 1,000.00	$ 500.00	$ 500.00	$ 500.00
3	0120 1	REGULAR EXCAVATION	CY	20	$ 50.00	$ 1,000.00	$ 180.00	$ 3,600.00	$ 3,600.00
4	0160 4	TYPE B STABILIZATION (12-inches)	SY	17	$ 25.00	$ 425.00	$ 480.00	$ 8,160.00	$ 8,160.00
5	0334 1 53	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG76-22	TN	1	$ 200.00	$ 200.00	$ 3,900.00	$ 3,900.00	$ 3,900.00
6	0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	4	$ 100.00	$ 400.00	$ 486.00	$ 1,944.00	$ 1,944.00
7	SITE-1	WALKWAY RAMP TRANSITION	LS	1	$ 6,000.00	$ 6,000.00	$ 4,330.00	$ 4,330.00	$ 4,330.00
8	0570 1 2	PERFORMANCE TURF, SOD	SY	11	$ 25.00	$ 275.00	$ 216.00	$ 2,376.00	$ 2,376.00
9	1050-11-621	UTILITY PIPE, FURNISH AND INSTALL, HDPE WATER, 3/4"	LF	20	$ 350.00	$ 7,000.00	$ 90.00	$ 1,800.00	$ 1,800.00
10	1050-11-621	UTILITY PIPE, FURNISH AND INSTALL, COPPER, 3/4"	LF	5	$ 150.00	$ 750.00	$ 40.00	$ 200.00	$ 200.00
11		UTILITY FIXTURE-BACKFLOW ASSEMBLY, FURNISH & INSTALL, 3/4"	EA	1	$ 2,100.00	$ 2,100.00	$ 130.00	$ 130.00	$ 130.00
12		UTILITY PIPE, SERVICE CONNECTION, FURNISH AND INSTALL, COPPER, WATER, 3/4"	EA	1	$ 1,500.00	$ 1,500.00	$ 130.00	$ 130.00	$ 130.00
13	C-10005	GENERAL REQUIREMENTS & CONDITIONS	LS	1	$ 5,078.60	$ 5,078.60	$ 40,574.00	$ 40,574.00	$ 40,574.00
14	DOCK-0	TURBIDITY CONTROL AND MONITORING	LS	1	$ 6,100.00	$ 6,100.00	$ 6,300.00	$ 6,300.00	$ 6,300.00
15	DOCK-1	CONSTRUCTION SURVEYING	LS	1	$ 2,000.00	$ 2,000.00	$ 4,100.00	$ 4,100.00	$ 4,100.00
16	DOCK-2	REMOVAL OF EXISTING FENCE	LS	1	$ 1,500.00	$ 1,500.00	$ 250.00	$ 250.00	$ 250.00
17	DOCK-3	FURNISH AND INSTALL 12" DIA WOOD MOORING PILE	EA	1	$ 7,500.00	$ 7,500.00	$ 1,800.00	$ 1,800.00	$ 1,800.00
18	DOCK-4	FURNISH AND INSTALL 12" DIA WOOD BOAT LIFT PILES	EA	4	$ 7,500.00	$ 30,000.00	$ 1,900.00	$ 7,600.00	$ 7,600.00
19	DOCK-5	FURNISH AND INSTALL 14" PRECAST CONCRETE PILES	EA	14	$ 3,250.00	$ 45,500.00	$ 3,360.00	$ 47,040.00	$ 47,040.00
20	DOCK-6	FURNISH AND INSTALL 72" WIDE CAST-IN-PLACE CONCRETE CAP W/ REBAR	CY	3	$ 2,500.00	$ 6,750.00	$ 4,570.37	$ 12,340.00	$ 12,340.00
21	DOCK-7	FURNISH AND INSTALL 48" WIDE CAST-IN-PLACE CONCRETE CAP W/ REBAR	CY	2	$ 2,500.00	$ 6,000.00	$ 4,988.50	$ 11,972.40	$ 11,972.40
22	DOCK-8	FURNISH AND INSTALL PRECAST CONCRETE BEAMS 1' x 1'-4"	LF	115	$ 350.00	$ 40,250.00	$ 193.00	$ 22,195.00	$ 22,195.00
23	DOCK-9	FURNISH AND INSTALL CLOSURE POURS	EA	1	$ 2,000.00	$ 2,000.00	$ 190.00	$ 190.00	$ 190.00
24	DOCK-10	FURNISH AND INSTALL GRATED DECKING	SF	212	$ 60.00	$ 12,720.00	$ 95.00	$ 20,140.00	$ 20,140.00
25	DOCK-11	FURNISH AND INSTALL FASTENERS	LS	1	$ 14,000.00	$ 14,000.00	$ 3,650.00	$ 3,650.00	$ 3,650.00
26	DOCK-12	FURNISH AND INSTALL ELECTRICAL AND LIGHTS	LS	1	$ 85,000.00	$ 85,000.00	$ 34,116.00	$ 34,116.00	$ 34,116.00
27	DOCK-13	FURNISH AND INSTALL POTABLE WATER LINE AND UPLAND CONNECTION	LS	1	$ 28,500.00	$ 28,500.00	$ 2,100.00	$ 2,100.00	$ 2,100.00
28	DOCK-15	FURNISH AND INSTALL ALUMINUM LADDERS	EA	1	$ 600.00	$ 600.00	$ 410.00	$ 410.00	$ 410.00
29	DOCK-16	FURNISH AND INSTALL ADA RAMP	LS	1	$ 3,500.00	$ 3,500.00	$ 1,636.00	$ 1,636.00	$ 1,636.00
30	DOCK-17	FURNISH AND INSTALL KAYAK LAUNCH	LS	1	$ 4,400.00	$ 4,400.00	$ 3,880.00	$ 3,880.00	$ 3,880.00
31	DOCK-18	RAILING	LF	54	$ 110.00	$ 5,940.00	$ 210.00	$ 11,340.00	$ 11,340.00
32	DOCK-19	BOAT LIFT	LS	1	$ 24,000.00	$ 24,000.00	$ 54,600.00	$ 54,600.00	$ 54,600.00
33	DOCK-20	BONDS & INSURANCE	LS	1	$ 8,881.00	$ 8,881.00	$ 16,742.00	$ 16,742.00	$ 16,742.00
34	DOCK-21	CONTRACTOR OVERHEAD AND PROFIT	LS	1	$ 53,289.00	$ 53,289.00	$ -	$ -	$ -
35	C-10006	NBV Permit Allowance (5 %)	LS	1	$ 44,717.30	$ 44,717.30	$ 15,945.00	$ 15,945.00	$ 15,945.00
Subtotals						$491,875.90		$351,590.40	$351,590.40
		Written Bid						$351,588.00	$351,590.40
		Total Allowances							
36	0999-25	Contingency Amount, (30%)	LS	1	30.00%	$ 147,562.77	30.00%	$ 105,476.40	$ 105,477.12
		Grand Total				$639,438.67		$457,066.80	$457,067.52
				Bid Award					$457,067.52

NOTATION

BID RANK based on lowest to highest total bid amount	1
	one bidder
* Disqualified bidder because of technical deficiencies in the bid forms submitted?	No
Final BID RANK revised after disqualifying non-responsive bidders	1
	one bidder

KEY	
xxxx.xx	Correct
xxxx.xx	Corrected Amount
xxxx.xx	Incorrect

ITEM NO. 11.E

North Bay Village
Recommendation Memorandum

DATE: January 16, 2024

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

FROM: Delroy Peters, Engineer / CIP Manager

SPONSORED BY:

SUBJECT: **A Resolution Authorizing Work Order No. 015 with Stantec Consulting Services, Inc. in the Amount of $52,816.00 to Provide Construction Engineering Inspection (CEI) Services for the Vogel Park Marine Facility Project - *Village Manager Ralph Rosado, PhD, AICP (CIP Manager Delroy Peters)***

RECOMMENDATION

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF WORK ORDER NO. 015 TO STANTEC CONSULTING SERVICES, INC. FOR CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES FOR THE VOGEL PARK MARINE FACILITY PROJECT IN AN AMOUNT NOT TO EXCEED $52,816.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission authorize a work order with Stantec Consulting Services, Inc. to undertake construction engineering services for the Vogel Park Marine Facility project.

BACKGROUND AND ANALYSIS

Project Scope

North Bay Village engaged Stantec Consulting Services Engineering under its Continuing Services Contract (RFQ 2019-005) to provide construction engineering services (CEI) for the proposed marine facility at Vogel Park. The project's key components highlight a police boat dock and a public kayak launch site. Upon completion, the project will feature a concrete ramp for dock access, a security gate for the police boat area, and various electrical and water utility components. Stantec will oversee the construction process, ensuring material quality and workmanship.

Project/Approval History

In February 2021, the Village Commission authorized EAC Consulting, Inc. to conduct surveying, permitting strategy, and conceptual design services under Work Order (WO) 004 (Resolution 2021-004). Following the Village's acceptance and approval of the conceptual designs, EAC submitted WO 008 to design the facility. The Village Commission approved WO 008 via Resolution 2021-065 in November 2021. The design and permitting phases were completed by August 2023, followed by project bidding through an Invitation To Bid (ITB) 2023-007 ending December 8, 2023. Construction will commence after awarding the contract to the selected bidder.

Project Status

The design and permitting phase stands at 100% completion. The designers secured permits from the Florida Department of Environmental Protection (FDEP), the United States Army Corps of Engineers (USACE), the Miami-Dade Department of Environmental Resources Management (DERM), and the Village's Building Department. At the bid phase of the project, two solicitations were advertised; the first event had no bidders, while the second had only one respondent. Staff is currently negotiating with the bidder to finalize the bid. The project will now enter the construction phase, where construction oversight will be required as Construction Engineering Inspection (CEI).

Approval Request

It is recommended that the Village Commission approve the CEI services, WO 015, for a not-to-exceed amount of $52,816 to Stantec Consulting Services, Inc.

Funding

The current project cost elements are as follows:

- WO 004 – Conceptual Designs – $30,952.33 (FY 2021) - **approved**
- WO 007 – Bathymetric Survey – $12,796.00 (FY 2021) - **approved**
- WO 008 – Design and permitting - $133,467.00 (FY 2022) - **approved**
- WO 016 – Post Design Services (Construction Administration) - $46,985.80 (FY 2023)- **approved**
- WO015 – CEI - $52,816 (FY 2023) - to be approved.
- Construction cost - Award pending.

Funds allocated are as follows:

- A FIND grant of $300,000 for construction.

- Owners of the construction project at 7918 West Drive have provided $250,000 community contribution fees for the construction phase of the project.

The 2023-2024 adopted budget provides $612,500 for the construction phase. The amount for CEI services will be drawn from this line item, CP24-05, GL 320.61.630.6201.

Approval of this item will help to make North Bay Village safer and more livable; as such, it promotes the pillar of Livability.

Livability

By centering on people – residents, business owners, and visitors – North Bay Village will become a more attractive place to work, live and do business. The NBV100 Livability pillar puts the focus on placemaking in four ways:

• Prioritizing people over cars,

• Embracing the waterfront,

• Improving the quality of life, and

• Refreshing the NBV identity.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
The amount $52,816 for CEI services will be drawn from Capital Projects Fund (320) - Project # CP24-05, Park Improvements (320.61.630.6201).

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Stantec WO - Vogel Park Project
WO 015-Vogel-Park-CEI.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF WORK ORDER NO. 015 TO STANTEC CONSULTING SERVICES, INC. FOR CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES FOR THE VOGEL PARK MARINE FACILITY PROJECT IN AN AMOUNT NOT TO EXCEED $52,816.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village ("Village") issued Request for Qualifications No. 2019-005 (the "RFQ") for continuing professional engineering services (the "Services"); and

WHEREAS, pursuant to the RFQ, the Village Commission selected Stantec Consulting Services, Inc. (the "Consultant") as one of the consultants to provide the Services and authorized the Village Manager to execute an agreement with the Consultant (the "Agreement"); and

WHEREAS, on February 9, 2021, the Commission adopted Resolution No. 2021-004, approving a work order for surveying, permitting strategy, and conceptual design services for the Vogel Park Marine Facility Project (the "Project"); and

WHEREAS, on November 2, 2021, the Commission adopted Resolution No. 2021-065, approving a work order for professional engineering services for the Project; and

WHEREAS, on July 19, 2023, the Commission adopted Resolution No. 2023-093, approving a work order for post design services for the Project; and

WHEREAS, the Village is now in need of construction engineering inspection ("CEI") services for the Project (the "Services"); and

WHEREAS, Consultant has provided a proposal, attached hereto as Exhibit "A," (the "Proposal") to perform the Services for the Project; and

WHEREAS, Consultant has provided a proposal to perform the Services for the Project; and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue the work order attached hereto as Exhibit "A" for the Project in an amount not to exceed $52,816.00, consistent with the Agreement previously entered into between the

Village and Consultant; and

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

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

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

Section 2. Authorization. That the Village Commission hereby authorizes the Village Manager to issue a work order to Consultant to perform the Services for the Project consistent with the Proposal attached hereto as Exhibit "A" and the Agreement previously executed in an amount not to exceed $52,816.00.

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

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

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

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

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

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

WORK ORDER No. 015

Dated this day of 2023

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

VOGEL PARK DOCK IMPROVEMENTS – CEI SERVICES

PROFESSIONAL SERVICES

This Task Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and Stantec Consulting Services Inc., authorized to transact business in Florida ("CONSULTANT"), is pursuant to the RFQ 2019-005 dated January 29, 2020 and expiring on January 28, 2024 ("MASTER AGREEMENT").

PROJECT BACKGROUND

We are pleased to present this proposal of professional consulting services to North Bay Village ("the Client") for consideration.

We understand that the Village will soon be accepting contractor bids for the Vogel Park Marine Facility as design by others. We will assist with Construction Engineering and Inspection services throughout the 4-month project duration.

Our scope of services and schedule of fees are below. The scope of the services is based on email correspondence and our understanding of the project. In addition, these efforts compliment those required of the Engineer of Record (by others).

GENERAL REQUIREMENTS

Design Standards

NOT APPLICABLE

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the VILLAGE the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the VILLAGE. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The VILLAGE shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task

order. The CONSULTANT shall provide the VILLAGE with a marked up set of plans and/or specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

Project Schedule

Project schedule to be developed and maintained by the selected contractor. It is Stantec's understanding that the contract time for the contractor is 120 days. Our fee proposal is based on this duration. Any increase in the project time may result in an additional survey.

SPECIFIC SCOPE OF SERVICES

Task 1 – Construction Admin Phase

During the construction phase, Stantec will assist with the following tasks:

1.1 Pre-construction coordination and meeting: Prepare agenda and lead one pre-construction meeting. Compile and distribute meeting minutes.
1.2 Submittal and RFI coordination Coordinate/facilitate the review of contractor's submittals and shop drawings. Reviews are by others; Coordinate/ facilitate the review of contractor's requests for information. Responses are by others.
1.3 Change Order Review: Coordinate/ facilitate review of up to five (5) change orders if proposed by contractor.
1.4 Site Observations: Pile monitoring inspections as required by Florida Building Code; Special inspections as required by Florida Building Code; Perform general site visits and observations throughout the work; Total on-site time noted in items 6-8 above is limited to 320 hours.
1.5 Review contractor's application for payment: Review and recommend payment for contractor's payment requisitions.
1.6 Coordination and management
1.7 Virtual Progress Meetings: Lead and produce minutes for eight (8) virtual progress meetings.
1.8 Review as-builts, punch list, final inspection: Attend and compile list of items and one punch list inspection and one final inspection. We anticipate that the EOR will be a part of these inspections. Review and comment on contractor's as-builts.

Exclusions:

- Design services
- Permitting fees
- Completion of record drawings.
- Any requirements or compliance due to outside funding sources.
- Maintenance of traffic plan.
- Permit closeout
- Environmental assessments or engineering

PROJECT ASSUMPTIONS

- VILLAGE shall provide access to site.
- Construction duration is 4 months. Additional time will require additional services.

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The VILLAGE, as indicated in the MASTER AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in:
Task 1 within 120 days of the written Notice to Proceed.

PROJECT FUNDING

Performance of this project is at the VILLAGE's discretion and may be contingent upon the VILLAGE receiving funding and work shall not begin until the VILLAGE provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not to Exceed method of compensation. The total hourly rates payable by the VILLAGE for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Pay application requests shall be submitted monthly.

The efforts and responsibilities of this assignment will require a Principal, Project Manager, and an on-site project engineer. The following contract rates will be applied:

Principal	$225.00
Project Manager	$183.00
Senior CEI Inspector	$115.00

TERMS OF COMPENSATION

Services will be provided for the following Not to Exceed amounts:

Task 1 – Construction Admin Phase	
1.1 Pre-Construction Coordination and meeting	$900
1.2 Submittal and RFI coordination	$1,046
1.3 Change order review	$1,642
1.4 Site Observations	$36,800
1.5 Review contractor's application for payment	$1,192
1.6 Coordination & management	$4,332
1.7 Virtual Progress Meetings	$4,184
1.8. Review as-builts, punch list, final inspection	$2,720
Grand Total	**$52,816**

VILLAGE CONTACTS

Requests for payments should be directed to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Name of *PM*, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Delroy Peters
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
Dpeters@nbvillage.com

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
Mlobban@nbvillage.com

CONSULTANT CONTACTS

Jeff Crews
Stantec Consulting Services Inc.
800 Fairway Drive Suite 195
Deerfield Beach, FL 33441-1828
Email: jeff.crews@stantec.com
Phone: 954-481-2818

VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

BY: _____
NAME: Ralph Rosado, PhD
TITLE: Village Manager

BY: _____
Name: Alba Chang, MMC
TITLE: Village Clerk

*Pursuant to § 36.25 - Procurement requirements of the Code of Ordinances of North Bay Village, Florida

APPROVED AS TO FORM:

BY: _____
NAME: WEISS, SEROTA, HELFMAN, COLE & BIERMAN, PL
TITLE: Village Attorney

Stantec Consulting Services Inc.

WITNESSES:

_____

_____
[Witness print/type name]

_____

_____
[Witness print/type name]

(CORPORATE SEAL)

Stantec Consulting Services Inc., a New York corporation.

_____

_____
[Print Name, check title]

☐ President ☐ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

ATTEST:

_____
Secretary

_____
[Print Name]

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2023, by _____ as_____ for _____, a _____ company (or corporation).

(SEAL)

_____
(Signature of Notary Public – State of Florida)

_____
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known_____ OR Produced Identification_____

Type of Identification Produced _____

FEE ESTIMATE - North Bay Village - Vogel Park CEI

Name	Glunt, Tery	Herdocia, Carlos	Gonzales, Peterson
	Principal	Project Manager	Senior CEI Inspector
Project Billing Rate	$225.00	$183.00	$115.00
Total Units (T&M)	40.00	22.00	346.00
Fee (T&M)	$9,000.00	$4,026.00	$39,790.00

Project Summary	Hours	Labour	Expense	Subs	Total
Fixed Fee	0.00	$0.00	$0.00	$0.00	**$0.00**
Time & Material	408.00	$52,816.00	$0.00	$0.00	**$52,816.00**
Total	408.00	$52,816.00	$0.00	$0.00	**$52,816.00**

Task	Task Name	Units			Task Type	Hours	Labour	Expense	Subs	Total
1	**Construction Admin Phase**				**Time & Material**	**408.00**	**$52,816.00**	**$0.00**	**$0.00**	**$52,816.00**
1.1	Pre-construction coordination and meeting	4.00			Time & Material	4.00	$900.00	$0.00	$0.00	$900.00
1.2	Submital and RFI coordination	2.00	2.00	2.00	Time & Material	6.00	$1,046.00	$0.00	$0.00	$1,046.00
1.3	Change Order Review	2.00	4.00	4.00	Time & Material	10.00	$1,642.00	$0.00	$0.00	$1,642.00
1.4	Site Observations			320.00	Time & Material	320.00	$36,800.00	$0.00	$0.00	$36,800.00
1.5	Review contractor's application for payment		4.00	4.00	Time & Material	8.00	$1,192.00	$0.00	$0.00	$1,192.00
1.6	Coordination & Management	16.00	4.00		Time & Material	20.00	$4,332.00	$0.00	$0.00	$4,332.00
1.7	Virtual Progress Meetings	8.00	8.00	8.00	Time & Material	24.00	$4,184.00	$0.00	$0.00	$4,184.00
1.8	Review as-builts, punch list, final inspection	8.00		8.00	Time & Material	16.00	$2,720.00	$0.00	$0.00	$2,720.00

ITEM NO. 11.F

North Bay Village
Recommendation Memorandum

DATE: January 16, 2024

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

FROM: Marlon Lobban, Public Works Director

SPONSORED BY:

SUBJECT: **A Resolution Ratifying Emergency Repairs to the Public Works Sanitation Truck #1802 in the Amount of $21,998.40 - *Village Manager Ralph Rosado, Ph.D., AICP (Public Works Director Marlon Lobban)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE EMERGENCY PURCHASE OF REPAIR SERVICES FOR SANITATION TRUCK #1802 FROM NEXTRAN CORPORATION D/B/A NEXTRAN TRUCK CENTERS - MIAMI IN AN AMOUNT NOT TO EXCEED $21,998.40; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the resolution and ratify the emergency purchase for repairs to sanitation truck #1802 from Nextran Corporation in accordance with Invoice #07W20793 in the amount of $21,998.40.

BACKGROUND AND ANALYSIS

On November 3, 2023, the Public Works Sanitation Truck #1802 encountered mechanical issues while servicing solid waste routes, rendering it inoperable before completing its assigned service routes. As a result, the truck had to be towed to Nextran Corporation (doing business as Nextran Truck Centers) for diagnosis and necessary repairs. Upon inspection, it was identified that the drive shaft had failed and required reinstallation. This entailed replacing various components, including the cab harness, shoes, and drums, spring pads, trunnion brushings, tie rod assembly, transmission mounts, as well as addressing minor repairs for the fuel cap and horn. The repairs were successfully completed, and the truck was returned to the village on November 27th.

Nextran Truck Centers issued the Village an invoice in the amount of $21,998.40 for the comprehensive emergency repairs. Due to the emergency nature of the repair and the cost

exceeding $15,000, commission ratification is now sought.

Emergency repairs were conducted pursuant to §36.25 - *Emergency procurements. Notwithstanding any other provisions of this ordinance, the Village Manager may make emergency procurements of goods and services when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances.*

It is recommended that the Village Commission approve the resolution and ratify the emergency purchase for repairs to sanitation truck #1802 from Nextran in accordance with Invoice #07W20793 in the amount of $21,998.40.

Approval of this item promotes the Pillar of Efficiency.

Efficiency

The ability to minimize wasting materials, energy, efforts, money, and time in doing something or in producing a desired result. In a more general sense, it is the ability to do things well, successfully, and without waste.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Enterprise Fund - Repairs & Maintenance Vehicles (430.37.534.4601) $21,998.40

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Ratifying Emergency Repairs Truck# 1802
Exhibit A - Nextran Repair Invoice

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE EMERGENCY PURCHASE OF REPAIR SERVICES FOR SANITATION TRUCK #1802 FROM NEXTRAN CORPORATION D/B/A NEXTRAN TRUCK CENTER – MIAMI IN AN AMOUNT NOT TO EXCEED $21,998.40; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the North Bay Village (the "Village") Public Works Department is responsible for commercial and multi-family waste pickup within the Village; and

WHEREAS, on November 3, 2023, sanitation truck #1802 (the "Sanitation Truck") began experiencing mechanical issues and subsequently became inoperable; and

WHEREAS, Village staff had the Sanitation Truck towed by Nextran Corporation d/b/a Nextran Truck Center – Miami ("Nextran") and requested a quote for emergency repair services (the "Emergency Services"); and

WHEREAS, Nextran provided the Village with the quote attached hereto as Exhibit "A" (the "Quote") for the Emergency Services in the amount of $21,998.40; and

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

WHEREAS, pursuant to Section 36.25(H) of the Village Code, the Village Manager approved the purchase of the Emergency Services; and

WHEREAS, the Village Commission desires to ratify the purchase of the Emergency Services from Nextran in an amount not to exceed $21,998.40, consistent with the Quote 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. Ratification. That the Village Commission hereby ratifies the purchase of the Emergency Services for the Sanitation Truck from Nextran consistent with the terms and conditions of the Quote attached hereto as Exhibit "A" in an amount not to exceed $21,998.40.

Section 3. Authorization. That the Village Commission authorizes the Village Manager to negotiate and execute any agreement, purchase order, or other required documentation for the purchase described in this Resolution, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

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

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

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

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

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

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

NEXTRAN TRUCK CENTERS

6801 NW 74th Avenue | Miami, FL 33166 | Phone: (800) 964-6225

Invoice: **07W20793**
Date / Hour: 12/29/2023 11:39:46AM
Repair Order: 20793
Customer: 07289
Branch: MIA
Total Invoice: $21,998.40
A/R Charge

Bill To: North Bay Village
1666 KENNEDY CAUSEWAY 3RD FLOOR
NORTH BAY VILLAGE, FL 33141

Ship To: North Bay Village
1666 KENNEDY CAUSEWAY 3RD FLOOR
NORTH BAY VILLAGE, FL 33141
Office Phone: (305) 756-7171

Work: (305) 756-7171 Shop:(305) 756-7171 Fax: (305) 756-7722

Customer P/O: .Meagan Cook
Add User: pnitt
Open Date: 10/31/2023 Completion Date: 11/13/2023
Salesperson: karmak

Unit Number: 1801 **Model Year: 2018** **Make/Model: MCK MRU613**
Type: Truck **VIN: 1M2AV04C0JM017901** **Meter: 28394 Miles**
ECM Reading: 6540

Task: 1 NEXINSPECT Nextran Assurance Inspection **Department: Service**
SMV000000 MOTOR VEHICLE INSPECTION

Complaint: Check 22
Cause: Transmission mount pads worn
Tie rods have some play
Steer axle brake shoes at their limit
First rear axle spring pads worn
Fuel tank cap missing
Tires 9 and 10 are bald
Driver step bottom section missing a piece
City horn not working properly

Task 1 Subtotals		
Parts:		$0.00
Labor:		$0.00
Task 1 Subtotals		$0.00

Task: 2 NEXDIAG Preliminary Diagnostics **Department: Service**

Complaint: TOWED IN
1- Truck is in derate, no power
SA: JG
Cause: Found codes active. P210900 Throttle/Pedal Position Sensor "A" Minimum Stop Performance, No additional information
Active P213600 Throttle/Pedal Position Sensor/Switch "A"/"C" Voltage Correlation
After fault tracing found cab harness is chewed in several sections by rats.
Correction: Recommend cab harness
Parts needed
Cab harness

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
Task 2 Subtotals				Parts:		$0.00
				Labor:		$358.00
				Task 2 Subtotals		$358.00

Task: 3 XXX002001 QM - Driveshaft Reinstall **Department: Service**
024002001 Drive Shaft - Front

Complaint: TOWED IN
Strap kit
Correction: Installed driveshaft and torqued to spec

Supp.	Part	Description / Ref Number		U/M	Quantity	Price	Extended Price
MPDC	85132551	KIT	1319	EA	1.0	$11.67	$11.67
Task 3 Subtotals					Parts:		$11.67

** See Last Page for Invoice Tota...

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Customer P/O: .Meagan Cook Open Date: 10/31/2023 Completion Date: 11/13/2023
Add User: pnitt Salesperson: karmak

Labor:	$179.00
Task 3 Subtotals	$190.67

Task: 4 XXX051007 QM - Replace Cab Harness_Vocational Department: Service
002051006 Wiring Harness
Complaint: cab harness
Correction: Completed -- installed new cab harness

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
MPDC	22786433	WIRES CAB HARNESS 3741	EA	1.0	$3,957.53	$3,957.53
MPDC	25085938	NUT 1142	EA	5.0	$7.39	$36.95
MPDC	25164660	TY STRAP 48RU2313P2	EA	100.0	$1.52	$152.00
	Freight	Freight		1.0	$297.25	$297.25

Task 4 Subtotals	Parts:	$4,146.48
	Labor:	$7,160.00
	Miscellaneous:	$297.25
	Task 4 Subtotals	$11,603.73

Task: 5 XXX013014 QM - Brake Service, Steer Axle Department: Service
Complaint: shoes, drums & hardware
Correction: Completed

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
MERITOR	8235-XK3124715QP-C	CORE	EA	-2.0	$44.00	$(88.00)
CONMET	7413-10033071	BRAKE DRUM 16.5" X 6"	EA	2.0	$209.86	$419.72
MERITOR	8235-XK3124715QP	KIT FRT 16-1/2 X 6	EA	2.0	$76.00	$152.00
MERITOR	8235-XK3124715QP-C	CORE	EA	2.0	$44.00	$88.00
PENRAY	PEN 4620PAL	NON CHLORINATED BRAKE CLEAN	EA	2.0	$4.51	$9.02

Task 5 Subtotals	Parts:	$580.74
	Core Chg:	$88.00
	Core Ret:	($88.00)
	Labor:	$297.00
	Task 5 Subtotals	$877.74

Task: 6 XXX005084 QM - Replace Spring Pads & Trunnion Bushings Department: Service
Correction: Completed -- pressed out old trunnion bushings and pressed in new

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
MPDC	20705836	NUT LOCK 3/8GR5F	EA	2.0	$6.44	$12.88
MPDC	25084094	BOLT 3/8 X2-3/4GR5F	EA	2.0	$5.51	$11.02
MPDC	25085684	NUT 1-1/4 U-BOLT (21AX131)	EA	8.0	$20.14	$161.12

** See Last Page for Invoice Tota...

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Customer P/O: .Meagan Cook Open Date: 10/31/2023 Completion Date: 11/13/2023
Add User: pnitt Salesperson: karmak

MPDC	25091315	SCREW 1129	EA	2.0	$3.65	$7.30
MPDC	25095219	WASHER 1-1/4 HARDEN	EA	8.0	$14.50	$116.00
MPDC	25099062	WASHER 1152	EA	2.0	$0.62	$1.24
MPDC	25156528	WASHER STEEL/IN SS44	EA	1.0	$32.65	$32.65
MPDC	25156528	WASHER STEEL/IN SS44	EA	1.0	$32.65	$32.65
MPDC	25160832	BUSHING 6519	EA	2.0	$183.60	$367.20
LOCAL	25161637	U-Bolt	EA	4.0	$127.59	$510.36
MPDC	25163838	NUT TRUNNION SS44	EA	2.0	$114.25	$228.50
MPDC	25167286	WASHER BRONZE SS44	EA	4.0	$53.86	$215.44
MPDC	25172854	LOCK TRUNN/NUT SS44	EA	2.0	$22.52	$45.04
MPDC	25624681	OIL SEAL (88AX449)	EA	2.0	$42.26	$84.52
ATRO	3302-SK6250380	INSULATOR KIT W/SPACER 6" BOLTS	EA	1.0	$1,064.82	$1,064.82
LOCAL	Freight	Emergency Freight	EA	1.0	$88.57	$88.57
	Freight	Freight		1.0	$20.00	$20.00
	Freight	Freight		1.0	$20.00	$20.00

Task 6 Subtotals

Parts:	$2,979.31
Labor:	$2,864.00
Miscellaneous:	$40.00
Task 6 Subtotals	$5,883.31

Task: 7 044000001 QM - Fuel System - Repair **Department: Service**
044000000 Fuel System
Complaint: fuel tank cap

Install Chrome Caps & Covers
Correction: Completed

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
MPDC	20770679	CAP FUEL	EA	1.0	$46.01	$46.01

Task 7 Subtotals

Parts:	$46.01
Labor:	$35.80
Task 7 Subtotals	$81.81

Task: 8 XXX004045 QM - Tie Rod Assembly **Department: Service**
015004045 Tie Rod Assembly
Complaint: Tie rod assembly
Correction: Completed

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
MPDC	25187967	TUBE ASSY-CROSS STRG 6122	EA	1.0	$785.86	$785.86

** See Last Page for Invoice Tot...

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Customer P/O: .Meagan Cook Open Date: 10/31/2023 Completion Date: 11/13/2023
Add User: pnitt Salesperson: karmak

Freight	Freight	1.0	$110.00	$110.00

Task 8 Subtotals

Parts:	$785.86
Labor:	$447.50
Miscellaneous:	$110.00
Task 8 Subtotals	$1,343.36

Task: 9 010000001 QM - Chassis Group - Repair **Department: Service**
Complaint: Transmission mounts
Correction: Completed

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
MPDC	25091937	BOLT 3/4X 5 GR5F	EA	3.0	$26.19	$78.57
MPDC	25091937	BOLT 3/4X 5 GR5F	EA	1.0	$26.19	$26.19
MPDC	25109333	NUT 3/4GR5F PATCHLK	EA	4.0	$6.89	$27.56
MPDC	25155021	WASHER ENG/RR SUPPT	EA	8.0	$9.26	$74.08
MPDC	25167342	INSULATR ENGINE REAR	EA	8.0	$24.41	$195.28
	Freight	Freight		1.0	$20.00	$20.00

Task 9 Subtotals

Parts:	$401.68
Labor:	$716.00
Miscellaneous:	$20.00
Task 9 Subtotals	$1,137.68

Task: 10 054001001 QM - R&R City Horn **Department: Service**
Complaint: city horn
Correction: Completed -- city horn

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
MPDC	78611237	HORN	EA	1.0	$43.10	$43.10

Task 10 Subtotals

Parts:	$43.10
Labor:	$179.00
Task 10 Subtotals	$222.10

Detail Tax Info:

Florida FL State Tax	$0.00
Miami-Dade FL County Tax	$0.00
	$0.00

Total Parts:	**$8,994.85**
Total Core Charge:	**$88.00**
Total Core Ret:	**$(88.00)**
Total Labor:	**$12,236.30**
Total Miscellaneous:	**$467.25**
Total Shop Supplies:	**$300.00**

** See Last Page for Invoice Tota...

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Customer P/O: .Meagan Cook
Open Date: 10/31/2023 Completion Date: 11/13/2023
Add User: pnitt
Salesperson: karmak

Invoice Subtotal:	**$21,998.40**
Total Tax:	**$0.00**
Total Invoice:	**$21,998.40**

Payment Method	Terms	Due Date
A/R Charge	Net 30 Days	1/28/2024

TERMS: Cash and payable upon receipt of goods unless other arrangements are made in advance. No discounts allowed, No material may be returned without Nextran Truck Center's permission. Claims or returns must be made within ten (10) days of the date purchase, accompanied by this invoice. Returns are subject to a handling charge of not less than twelve percent (12%) of the cost charged for the good to the undersigned. Nextran Truck Center shall be entitled to recover the reasonable attorney's fees and other costs incurred by it in any action or proceeding arising out of or related to the enforcement or collection of this invoice, in addition to any other relief to which it may be entitled. Service charges accrue on unpaid accounts at the rate of 1.5% per month (18% per annum) from the due date.
VENUE: Any litigation or other adversary proceeding arising from or related to this invoice or the parts or repair work referenced in this invoice shall be resolved solely in the courts of competent jurisdiction in the state and county in which Nextran Truck Center dealership providing the goods or services specified in this invoice is located, and each of the undersigned and Nextran Truck Center hereby irrevocably (i) consents to the personal jurisdiction of any such court and (ii) expressly waives any objection to venue and any claim that any such court constitutes an inconvenient forum. The undersigned agrees that the service of process may be made on the undersigned by mailing a copy of the summons and complaint by certified mail, return receipt requested, to the undersigned's address on file with Nextran Truck Center. All parts are new unless otherwise indicated

ABSOLUTELY NO RETURNS ON ELECTRICAL EQUIPMENT, NON STOCKED ITEMS, OR SPECIAL ITEMS.

MV-38626

ITEM NO. 11.G

North Bay Village
Recommendation Memorandum

DATE: January 16, 2024

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

FROM: Angela Atkinson, Chief Financial Officer

SPONSORED BY:

SUBJECT: **A Resolution Approving an Agreement with Carr, Riggs, & Ingram LLC (CRI) for Accounting Consulting Services in an Amount Not to Exceed $50,000 - *Village Manager Ralph Rosado, Ph.D., AICP (Chief Financial Officer Angela Atkinson)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CARR, RIGGS, & INGRAM LLC FOR ACCOUNTING CONSULTING IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the proposed agreement with Carr, Riggs, & Ingram LLC for Accounting Consulting services.

BACKGROUND AND ANALYSIS

The proposed Professional Services Agreements with Carr, Riggs, & Ingram LLC are to perform certain Accounting consulting services on behalf of the Village. Included in the Scope of Work:

- Update the capital assets into fixed asset software (update existing capital asset records).
- Record necessary necessary accruals.
- Record year-end accruals.
- Review and prepare reconciliations on all balance sheet accounts.
- Review all software contracts for possible GASB 96 implementation.
- Implement GASB 96 (if necessary).

- GASB 87 entries - review of new leases.

Due to the vacancies of the Controller and the Accountant (A/P), since September and November respectively, the Finance department needs assistance completing the year-end preparation for the FY 2023 Audit. A budget amendment is necessary to move funds from the Salary & Benefit accounts to the Professional Services account in the Finance Department.

Provided the advantageous pricing and experience offered by the Consultant, it is in the best interest of the Village to waive competitive bidding.

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.

Discussion of this item will help to make North Bay Village safer and more transparent; as such, it promotes the pillar of Efficiency.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Transfer from Salaries & Benefits (Finance Department) $50,000 and Transfer to Professional Services (001.14.513.3160) $50,000

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution - PSA Carr Riggs & Ingram for Accounting Consulting Srvs
Exhibit A - PSA- Carr Riggs & Ingram-Accounting Consulting Srvs.pdf
Exhibit B- Budget Amendment Form-CRI.pdf
E-Verify MOU - CRI.pdf

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CARR, RIGGS, & INGRAM, LLC FOR ACCOUNTING CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED $50,000; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") is in immediate need of certain year-end accounting and consulting services for the fiscal year ending on September 30, 2023 (the "Services"); and

WHEREAS, Section 36.25(L) of the Village Code provides that the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

WHEREAS, due to the recent vacancies of the Controller and the Accountant (A/P), the Finance Department requires assistance completing the year-end preparation for the fiscal year 2023 audit, as further set forth in the agenda memorandum accompanying this Resolution, the Village Commission finds that the process of competitive bidding and proposals for the Services is not in the best interest of the Village; and

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village Commission finds that it is in the Village's best interest to approve a Professional Services Agreement with Carr, Riggs, & Ingram LLC (the "Consultant") for the Services in substantially the form attached hereto as Exhibit "A" (the "Agreement") and authorize the Village Manager to execute the Agreement in an amount not to exceed $50,000; and

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

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

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

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

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

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

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

Section 3. 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 4. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Agreement in an amount not to exceed $50,000, in substantially the form attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form, content and legal sufficiency, and to take any action which is reasonably necessary to implement the intent and purpose of this Resolution.

Section 5. Implementation. That the Village Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

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

Mayor Brent Latham _____
Vice Mayor Richard Chervony _____
Commissioner Goran Cuk _____

Commissioner Andy Rotondaro _____
Commissioner Rachel Streitfeld _____

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

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

NORTH BAY VILLAGE

AND

CARR, RIGGS & INGRAM, LLC

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2024 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **CARR, RIGGS & INGRAM, LLC**, a Florida limited liability company (hereinafter, the "Consultant").

WHEREAS, the Village desires certain year-end accounting services and consulting services for the fiscal year ended on September 30, 2023; and

WHEREAS, the Consultant will perform services on behalf of the Village, all as further set forth in the Proposal dated December 22, 2023 for year-end accounting services, and the Proposal dated December 22, 2023 for consulting services, attached hereto as composite Exhibit "A" (the "Services"); and

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

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

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

1. Scope of Services.

1.1. Consultant shall provide the Services set forth in the Proposals attached hereto as composite Exhibit "A" and incorporated herein by reference (the "Services").

1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

2. Term/Commencement Date.

2.1. The term of this Agreement shall be from the Effective Date through one (1) year thereafter, unless earlier terminated in accordance with Paragraph 8.

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

3. Compensation and Payment.

3.1. Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "A," for a total amount not to exceed $50,000.

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

4. Subconsultants.

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

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

5. Village's Responsibilities.

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

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

6. Consultant's Responsibilities; Representations and Warranties.

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

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required

knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

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

7. Conflict of Interest.

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

8. Termination.

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

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

8.3. In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

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

9. Insurance.

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

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

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

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

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

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

9.1.3. Business Automobile Liability with minimum limits of $1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

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

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the

Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

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

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

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

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

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

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

12. Indemnification.

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

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

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

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

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

15. Entire Agreement/Modification/Amendment.

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

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

16. Ownership and Access to Records and Audits.

16.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Village. Consultant shall promptly disclose such Work Product to the Village and

perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

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

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

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

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

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

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

16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.** **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS**

RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ALBA L. CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM.

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

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

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

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

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

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

23. **Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

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

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

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

27. **Non-Exclusive Agreement.** The Village reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.

28. **Most Favored Nation.** If during the term of this Agreement, Consultant enters into an agreement with another municipality or county ("Other Governmental Entity"), the terms of which agreement include more favorable terms with the Other Governmental Entity than this Agreement, then upon written request of the Village, Consultant shall negotiate and enter into a new agreement with the Village which shall include the more favorable compensation terms extended to the Other Governmental Entity. Consultant shall notify the Village within 30 days if it enters into an agreement with an Other Governmental Entity that has more favorable terms than this Agreement and the Village shall have the right to receive the more favorable terms immediately.

29. **Termination Due To Lack of Funding.** This Agreement is subject to the condition precedents that: (i) Village funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the Village secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Village Commission relative to the Services; and (iii) the Village Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The Village represents to Consultant that the Village has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

30. **Background Checks.** Prior to the execution of this Agreement, the Consultant shall furnish the Village with a copy of a screening and background check, including a criminal background check for Consultant, its officials, agents, employees or subcontractors providing Services under this Agreement. The Consultant shall be responsible for updating the Village in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Consultant shall furnish the Village with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the Village Manager's complete and sole discretion as to whether the type of check and the results are acceptable. If compliance with this section is required, the Village shall select this box: □.

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

    31.1. First Priority: Base Agreement;

    31.2. Second Priority: Exhibit A – Scope of Services.

[Remainder of page intentionally left blank. Signature pages follow.]

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

NORTH BAY VILLAGE

By: _____
Dr. Ralph Rosado, AICP
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

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

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

CARR, RIGGS & INGRAM, LLC

By: _____

Name: _____

Title: _____

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

Addresses for Notice:

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

With a copy to:

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

E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

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

ACKNOWLEDGMENT

State of Florida
County of _____

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

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

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

EXHIBIT A
SCOPE OF SERVICES

The Scope of Services are those contained in the Proposals, attached hereto and incorporated herein by reference.

Carr, Riggs & Ingram, LLC
215 Baytree Drive
Melbourne, FL 32940

321.255.0088
321.259.8648 (fax)
CRIcpa.com

December 22, 2023

North Bay Village, Florida
1666 Kennedy Causeway, 3rd Floor
North Bay Village, Florida 33141

We are pleased to confirm our acceptance and understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide to the North Bay Village, Florida (the "Village").

We will perform the following year-end accounting services for the fiscal year ended September 30, 2023:

- Review and prepare reconciliations of all balance sheet accounts
- Enter capital assets into CRI's fixed asset software (or update the existing capital assets records)
- Review financial statements for accuracy and any necessary accruals
- Record any necessary accruals
- Record other year end entries
- CRI Manager review/assistance of/with work performed
- CRI Partner review/assistance of/with work performed

Our Responsibilities

We are not required to, and will not, verify the accuracy or completeness of the information you provide to us for any services provided herein or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial information.

Our engagement cannot be relied upon to identify or disclose any financial misstatements including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws or regulations. We have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this engagement.

We are available to provide you with business advice, but we are not obligated to do so unless you specifically request us to perform a specific service. It is our policy to put all advice on which a client intends to rely in writing. We believe that is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice that has not been put in writing by our firm after a full supervisory review.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. If, for any reason, we are unable to complete the engagement or are unable to perform the accounting services, we may withdraw from this engagement.

This engagement does **not** include the preparation of financial statements to be issued under Statements on Standards for Accounting and Review Services (SSARS). No representative of the North Bay Village, Florida in any way, may state or imply that Carr, Riggs, & Ingram, LLC has been associated with any financial statements.

Other Relevant Information

You are responsible for:

- All management decisions and responsibilities.
- Designating an individual with suitable skills, knowledge, and experience to oversee any services we provide.
- Evaluating the adequacy and results of the services performed and accepting responsibility for such services.
- Providing requested schedules and documents.

These services are consulting related and in no way constitute an audit, review, attestation engagement, or compilation made in accordance with standards established by the American Institute of Certified Public Accountants. Therefore, we will not express an opinion or provide any level of assurance on any financial statement accounts or information.

Other Relevant Information

Yvonne Clayborne is the responsible partner on the engagement. Brandie Delli is responsible for supervising the engagement.

We estimate that our time for these services will be 72 to 90 hours. Our fees for these services will be based on hourly rates and are estimated to be up to $14,500. Our invoices for these fees will be rendered each month as work progresses.

Additional time required to complete the scope of services or time required outside the scope of this engagement will be billed at the following hourly rates:

Partner	$375/hour
Manager	$220/hour
Senior	$185/hour
Staff	$140/hour

You will also be billed for out-of-pocket costs such as word processing, postage, travel, etc. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. Our invoices for these fees will be rendered each month as work progresses.

You have the right and we reserve the right to withdraw from this engagement upon written notification. In such an event, it is the policy of the firm to bill a client for services provided and charges incurred on the client's behalf before the point of withdrawal.

Governing Law; Venue

This agreement and performance hereunder shall be governed by the laws of the State of Florida, without reference to any conflict of laws rules or principles.

Disclosure

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account including service providers located outside of the United States. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. Furthermore, we will remain responsible for the work provided by any such third-party service providers. By signing this letter, you consent to allow us to disclose your financial information, if applicable, or other information to our service providers located abroad. If you want to limit the amount of information that may be disclosed to any third-party service provider, please notify us in writing as an attachment to this letter.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to the Village, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the Village may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all

claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or Act of God, copies of which you have provided to us pursuant to this agreement, we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

If you do not provide us with information we request in a timely manner, refuse to cooperate with our reasonable requests, or misrepresent any facts, then we have the right to withdraw from this engagement. Our withdrawal will release us from any obligation to complete these above stated services and will constitute completion of our engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We will issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We appreciate the opportunity to be of service to you and look forward to working with the Village personnel. We believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Carr, Riggs & Ingram, L.L.C.

Carr, Riggs & Ingram, LLC
Melbourne, Florida

RESPONSE AND ACCEPTANCE:

This letter correctly sets forth the understanding of the consulting services to be provided for the North Bay Village, Florida.

By: _____
Ralph Rosado, Ph.D., AICP
Village Manager

Date:_____

CRI CARR RIGGS & INGRAM
CPAs and Advisors

Carr, Riggs & Ingram, LLC
215 Baytree Drive
Melbourne, FL 32940

321.255.0088
321.259.8648 (fax)
CRIcpa.com

December 22, 2023

North Bay Village, Florida
1666 Kennedy Causeway, 3rd Floor
North Bay Village, Florida 33141

We are pleased to confirm our acceptance and understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide to the North Bay Village, Florida (the "Village").

Consulting Services

We will provide you with the following consulting services for the North Bay Village, Florida ("the Village") to assist the Village in the implementation of GASB Statement No. 96, *Subscription-Based Information Technology Arrangements* (SBITA's), and the accounting for any lease contracts entered into during the fiscal year ended September 30, 2023 under GASB Statement No. 87, *Leases*, including but not limited to:

GASB Statement No. 96
- Obtain copies of agreements from the Village's IT department
- Assist the Village in review and evaluation of the agreements for qualifying SBITA's
- Calculate subscription assets and liabilities using CentraLease software
- Propose journal entries for the accounting for SBITA's for the fund financial statements
- Prepare journal entries for the accounting for SBITA's for the government-wide financial statements

GASB Statement No. 87
- Obtain copies of lease agreements entered into during fiscal year 2023
- Assist the Village in review and evaluation of the agreements for qualifying leases
- Calculate right-to-use lease assets and lease liabilities using CentraLease software
- Propose journal entries for the accounting for new leases for the fund financial statements
- Review entries for leases in place prior to fiscal year 2023 and propose adjusting entries, as needed
- Prepare journal entries for the accounting for leases for the government-wide financial statements

Technical Assistance
- Provide the Village with amortization schedules for SBITA's for accounting in future fiscal years
- Provide the Village with amortization schedules for (new) leases for accounting in future fiscal years
- Prepare documentation for financial reporting, e.g., note disclosures

Our Responsibilities

We are not required to, and will not, verify the accuracy or completeness of the information you provide to us for any services provided herein or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial information.

Our engagement cannot be relied upon to identify or disclose any financial misstatements including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws or regulations. We have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this engagement.

We are available to provide you with business advice, but we are not obligated to do so unless you specifically request us to perform a specific service. It is our policy to put all advice on which a client intends to rely in writing. We believe that is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice that has not been put in writing by our firm after a full supervisory review.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. If, for any reason, we are unable to complete the engagement or are unable to perform the accounting services, we may withdraw from this engagement.

This engagement does **not** include the preparation of financial statements to be issued under Statements on Standards for Accounting and Review Services (SSARS). No representative of the North Bay Village, Florida in any way, may state or imply that Carr, Riggs, & Ingram, LLC has been associated with any financial statements.

Other Relevant Information

You are responsible for:

- All management decisions and responsibilities.
- Designating an individual with suitable skills, knowledge, and experience to oversee any services we provide.
- Evaluating the adequacy and results of the services performed and accepting responsibility for such services.
- Providing requested schedules and documents.

These services are consulting related and in no way constitute an audit, review, attestation engagement, or compilation made in accordance with standards established by the American Institute of Certified Public Accountants. Therefore, we will not express an opinion or provide any level of assurance on any financial statement accounts or information.

Other Relevant Information

Yvonne Clayborne is the responsible partner on the engagement. Brandie Delli is responsible for supervising the engagement.

We estimate that our time for these services will be 8 to 10 hours. The fees for these services will be based on hourly rates and will range from $6,000 to $7,550. Our invoices for these fees will be rendered each month as work progresses.

If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Additional services outside the scope of this engagement will be billed at the following hourly rates:

Partner	$375/hour
Manager	$220/hour
Senior	$185/hour
Staff	$140/hour
IT Specialist	$250/hour

You have the right and we reserve the right to withdraw from this engagement upon written notification. In such an event, it is the policy of the firm to bill a client for services provided and charges incurred on the client's behalf before the point of withdrawal.

Governing Law; Venue

This agreement and performance hereunder shall be governed by the laws of the State of Florida, without reference to any conflict of laws rules or principles.

Disclosure

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account including service providers located outside of the United States. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. Furthermore, we will remain responsible for the work provided by any such third-party service providers. By signing this letter, you consent to allow us to disclose your financial information, if applicable, or other information to our service providers located abroad. If you want to limit the amount of information that may be disclosed to any third-party service provider, please notify us in writing as an attachment to this letter.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to the Village, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the Village may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or Act of God, copies of which you have provided to us pursuant to this agreement, we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

If you do not provide us with information we request in a timely manner, refuse to cooperate with our reasonable requests, or misrepresent any facts, then we have the right to withdraw from this engagement. Our withdrawal will release us from any obligation to complete these above stated services and will constitute completion of our engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We will issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We appreciate the opportunity to be of service to you and look forward to working with the Village personnel. We believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Carr, Riggs & Ingram, L.L.C.

Carr, Riggs & Ingram, LLC
Melbourne, Florida

RESPONSE AND ACCEPTANCE:

This letter correctly sets forth the understanding of the consulting services to be provided for the North Bay Village, Florida.

By: _____
Ralph Rosado, Ph.D., AICP
Village Manager

Date:_____

Budget Amendment Form

Department	Finance	Date	1/16/2024
Fund(s) to be changed: General Fund			

GL Account	GL Line Item	Transfer to:	Transfer from:
001.14.513.1200	Regular Salaries	$ -	$ 40,000.00
001.14.513.2300	Health, Life, Dental	$ -	$ 10,000.00
001.14.513.3160	Professional Services	$ 50,000.00	$ -
TOTAL (Columns must be equal)		**$ 50,000.00**	**$ 50,000.00**

Description:

Transfer Controller Salaries/Benefit savings due to Vacancy to Professional Services for Carr, Riggs, & Ingrams LLC Accounting consulting services.

Company ID Number:1215852 Client Company ID Number:1822058

THE E-VERIFY

MEMORANDUM OF UNDERSTANDING

FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I

PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Carr, Riggs & Ingram LLC (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II

RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
    A. Notice of E-Verify Participation
    B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
    B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

    Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

    A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

    B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate

the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@uscis.dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer

can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
    A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
    B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability
11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.
16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the

prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
    A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
    B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
    C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
    D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
    E. The Employer may use a previously completed Form I-9 as the basis for creating anE-Verify case for an employee assigned to a contract as long as:
        i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

A. Automated verification checks on alien employees by electronic means, and

B. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as

an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to

contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
    A. Scanning and uploading the document, or
    B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its

participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Carr, Riggs & Ingram LLC (Employer) hereby designates and appoints (E- Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

Company ID Number:1215852 Client Company ID Number:1822058

Employer Carr, Riggs & Ingram LLC	
Name (Please Type or Print) William Carr	Title
Signature Electronically Signed	Date April 14, 2022
E-Verify Employer Agent ADP, Inc.	
Name (Please Type or Print) eVerify Team WFN	Title
Signature Electronically Signed	Date April 14, 2022
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date April 14, 2022

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Carr, Riggs & Ingram LLC
Company Facility Address	901 Boll Weevil Circle Suite 200 Enterprise, AL 36330
Company Alternate Address	901 Boll Weevil Circle Suite 200 Enterprise, AL 36330
County or Parish	Coffee
Employer Identification Number	72-1396621
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	88

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Louisiana	4
Alabama	12
Florida	22
North Carolina	9
Georgia	4
New Mexico	8
California	1
Kentucky	2
Mississippi	3
Texas	14
Illinois	1
Arkansas	2
Tennessee	3
Ohio	2
Indiana	1

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	William Carr
Phone Number	(334) 348-1308
Fax Number	
Email Address	bcarr@cricpa.com

ITEM NO. 12.A

North Bay Village
Recommendation Memorandum

DATE: January 16, 2024

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

FROM: Silvia Vargas, Village Planner

SPONSORED BY:

SUBJECT: **An Ordinance Comprehensively Updating the Unified Land Development Code - *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, COMPREHENSIVELY UPDATING THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggested Action: Approve the proposed ordinance on first reading as presented by Staff.

BACKGROUND AND ANALYSIS

Purpose

To address areas of the ULDC where updates (mostly minor ones) will help improve clarity, flow, efficiency and user-friendliness of the document for the benefit of end users (e.g., realtors, designers, attorneys, residents, etc.) and administrators (i.e., Village staff, Planning and Zoning Board, and elected officials).

Background

Based on daily interaction with the ULDC and feedback from other users/impacted parties, for the past two-and-a-half years Staff has been flagging and annotating different sections within the ULDC with an eye toward introducing improvements in the following areas:

- Correction of identified scrivener's, grammatical and typographic errors.
- Update of references and cross-references, supported by the proposed introduction of hyperlinks.
- Neutralization of gendered language.
- Resolution of internal inconsistencies, which typically occur as a result of piecemeal

amendments over time.
- Alignment of regulations with policies of the updated Comprehensive Plan.
- Calibration of regulations (even recent ones) which have been found to have unintended consequences.
- Removal/replacement/update of obsolete regulations (e.g., due to changes in conditions, evolution of best practices, etc.)
- Adaptation of regulations to better reflect the development needs of the community.
- Integration of recently adopted ordinances into the body of the ULDC for a complete, cohesive document, and renumbering sections as necessary.

The proposed ordinance and exhibit are attached. In addition to commonplace clean-up actions throughout the code, some chapters and sections of the ULDC were amended more extensively. A highlight of the most substantial changes follows:

1. **Chapter 3 - Definitions:** Certain definitions have been updated to align, when necessary, with previous/recent amendments to ULDC. New definitions have been introduced to describe terms introduced through the clean-up of other parts of the ULDC in this effort.
2. **Chapter 4 - Administration and Enforcement** : Among other notable changes, the notice requirements have been clarified and improved *. In addition, provisions have been introduced allowing for the formal creation of a technical development review committee with the intent to provide coordinated feedback to applicants of development applications prior to public hearing **. (*In collaboration with the Village Clerk; ** In collaboration with the Village Clerk and the Director of Public Works).
3. **Chapter 5 - Permits and Development Approvals** : Language has been added to clarify how development applications are reviewed *; what essential and supplementary information is required to be presented for site plan reviews; and how proposed development involving government uses and facilities will be treated for purposes of development review. A missing procedure for the submittal and approval of unity of title was introduced, as well as a new procedure for the issuance of certificates of use. (*In collaboration with the Village Clerk). Levels of service have been updated to reflect the 2023 EAR-based amendments to the North Bay Village Comprehensive Plan.
4. **Chapter 6 - Nonconformities:** Regulations related to the abandonment of a nonconforming use or structure have been clarified and further detailed.
5. **Chapter 7 - Variances:** The administrative adjustment section has been modified to introduce an option for non-single-family residential development, with different thresholds but the same procedure and requirements.
6. **Chapter 8 - Zoning:** Among other changes, the provisions for approving temporary sales and marketing offices have been modified in Sec. 8.11, Use Exceptions, mirroring the model provided by the recently adopted amendment to the temporary structures section in Chapter 15. New provisions have been introduced for the approval of construction trailers. Additionally, numerous clarifications and/or deletions of duplicative or unclear language have been made in Sec. 8.17 related to supplemental development standards. For example:
    - Ambiguously written regulations for green space in the front yard, awkwardly included in the fence subsection, have been deleted and replaced in the parking subsection, with stronger and clearer restrictions on front-yard paving.
    - Also in the fence subsection, the rules pertaining to temporary construction fences covers have been further clarified.
    - The setback encroachments and swimming pool subsections have both been

updated to better address situations that are often encountered with property owners within the Village.
    - In the Green Building Program division, some point thresholds have been raised, and the menu of green feature/green techniques available as options to achieve points has been expanded.
7. **Chapter 9 - Site Design Standards:** Additional clarification was provided regarding the following:
    - Flexibility to substitute loading zone sizes, closely reflecting the same standard in Chapter 15 of the ULDC.
    - Storage of commercial vehicles in commercial or mixed use properties.
    - Alignment of tree removal provisions with Florida Statutes.
    - Improve distinction between, and overall modernization of building and site design standards to better reflect current development types and patterns.
    - Modernization of CPTED approach.
8. **Chapter 11- Signs:** Clarification of the rules for removal of abandoned signs, and introduction of language regarding ADA compliance.
9. **Chapter 15 - Form-Based Code:** Strategic clean-up of ambiguities, inconsistencies and gaps.

Update
On December 6, 2023, the Planning and Zoning Board reviewed and voted to recommend to the Commission approval of the proposed amendments, as presented by Staff.

Since the Planning and Zoning Board meeting, Staff has continued to work with CGA's traffic engineers, civil engineers, landscape architects, and planners, as well as Staff from the Village's Public Works, Code Enforcement, and Building departments to further refine the proposed amendments. Feedback/recommendations from these experts has been incorporated into the attached updated package, focusing on the following aspects:

1. Level of Service (LOS) and concurrency (Chapter 5).
2. Required engineering and traffic impact statement submittals for purposes of development review.(Chapter 9).
3. Driveway standards and limitations on front yard paved areas (Chapter 9).
4. Limitations on the parking of commercial vehicles (Chapter 9).

Additionally, the Village Planner met with the Village's Sustainability and Resilience Task Force and addressed their input regarding proposed amendments to the Green Building Program (Chapter 8).

For convenience, changes introduced after the Planning and Zoning Board meeting are highlighted in yellow throughout the document.

Notwithstanding the extent of the changes introduced, this effort is *not* meant to be a full overhaul of the ULDC, in the sense that there has been no major reorganization, addition of tables or graphics, or other types of major changes.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
n/a

PERSONNEL IMPACT
n/a

ATTACHMENTS
1 - Ordinance 2024-XX- ULDC Clean Up.docx
2 Exhibit A ULDC Clean Up 1st reading 01.02.24.pdf
Notice of Public Hearing- DBR

ORDINANCE NO. 2024-___

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

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 NBV100 Comprehensive Plan's policies 1.1.1 and 2.1.1 require the Village to periodically update the ULDC to ensure alignment with, and proper implementation of the land use strategies of the Comprehensive Plan; and

WHEREAS, the Comprehensive Plan was amended through the Evaluation and Appraisal Review (EAR) process, completed via Ordinance 2023-002; and

WHEREAS, per Section 4.10 of the ULDC the Planning and Zoning Board is, among other duties, responsible for reviewing the provisions of the Unified Land Development Code at least every five (5) years, and for forwarding their recommendations to the Village Commission; and

WHEREAS, the last comprehensive update of the ULDC was in 2019 via Ordinance No. 2019-001A; and

WHEREAS, the Village Commission desires to comprehensively update and amend the ULDC, as provided in this Ordinance, to be consistent with the Comprehensive Plan and the provisions of the ULDC; and

WHEREAS, on December 6, 2023, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, reviewed this Ordinance and recommended approval; 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_____, 2024; and

WHEREAS, the Mayor and Commission find that this Ordinance is in the best interest of the public health, safety, and welfare of the Village's residents and visitors.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending and Updating the ULDC. That the ULDC of North Bay Village is hereby revised to read as set forth in Exhibit "A," attached hereto and incorporated herein.

Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 5. 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. Effective Date. That this Ordinance shall become effective immediately upon adoption on second reading.

PASSED on first reading on the __ day of _____, 202_.

PASSED AND ADOPTED on second reading on the __ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

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

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.

CHAPTER 1, GENERAL

§ 1.1 - Title.

This code shall be entitled the North Bay Village Unified Land Development Code and may also be herein referred to as the "ULDC."

§ 1.2 - Authority.

The North Bay Village Unified Land Development Code is enacted pursuant to *Chapter 163, Part II*, and *Chapter 125*, Florida Statutes.

§ 1.3 - Findings.

A. According to *Chapter 163*, Florida Statutes, each local government in Florida must enact a Uunified Lland Ddevelopment Ccode which is consistent with the *Comprehensive Plan* and implements the same.

B. The Unified Land Development Code must contain all of the Village's land development regulations.

1. All proposed developments within North Bay Village must be reviewed to ensure compliance with the Village's Comprehensive Plan and the requirements of this Unified Land Development Code.

§ 1.4 - Intent.

The primary intent of this cCode is to achieve the following:

A. Guiding and accomplishing coordinated, adjusted, and harmonious development in accordance with the Village's existing and future needs.

B. Protecting, promoting, and improving public health, safety, comfort, order, convenience, and general welfare.

C. Protecting the character and maintaining the stability of the residential areas.

D. Directing and controlling through the establishment of performance standards, the type, density, intensity, and distribution of development.

§ 1.5 – Interpretation and conflict.

A. *Interpretation*. In interpreting and applying the provisions of these regulations, they shall be held to be the minimum requirements for the promotion of the health, safety, morals, order, convenience, and general welfare of the *Village*.

B. *Conflict.* It is not intended by these regulations to interfere with, abrogate, or annul any *Easement*, covenants, or other agreement between parties; however, where these regulations impose a greater restriction upon the use of *Buildings* or premises or upon the height of buildings, or require larger *Open Spaces*, *Yards*, *Lot Areas* than are imposed or

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required by other ordinances, rules, regulations, easements, covenants, or agreements, the provisions of these regulations shall govern.

§ 1.6 - Validity.

If any ~~s~~Section, paragraph, subdivision, clause, phrase, or provision of these regulations are adjudged invalid or held unconstitutional, this shall not affect the validity of these regulations as a whole, or any part or provisions thereof, other than the part so decided to be invalid or unconstitutional.

§ 1.7 - Repeal clause.

All county ordinances, resolutions, or special laws applying only to the *Village*; any general laws which the *Village Commission* is authorized by the Charter to supersede, nullify, modify, or amend; or any part of any such ordinance, resolution, or law in conflict with any provision of this ULDC is hereby repealed.

CHAPTER 2, RELATIONSHIP TO THE COMPREHENSIVE PLAN

§ 2.1 - Purpose and intent.

The Future Land Use Element of the adopted *Comprehensive Plan* for North Bay Village describes the future land use categories within the *Village*. These land use categories are illustrated on the *Future Land Use Map* in the Comprehensive Plan. All future development or redevelopment of property within North Bay Village must be consistent with the goals, objectives, and policies expressed in the adopted Comprehensive Plan and with the ~~future land use map~~ Future Land Use Map. The Unified Land Development Code is intended to implement the Comprehensive Plan. In the event of a conflict between the Comprehensive Plan and the Unified Land Development Code, or any other *Village* regulation, the provisions of the Comprehensive Plan shall take precedence.

§ 2.2 – Relationship between future land use categories and zoning districts.

The future land use categories defined in the *Future Land Use Element* and delineated on the *Future Land Use Map* in said element shall be the determinants of permissible activities on any parcel of land within the *Village*. They are established to regulate and restrict the location of commercial, public, and semi-public uses, and residences, and the location of buildings erected or altered for specific uses to regulate or limit population density, and intensity of use of lot areas. The *Zoning District* and associated regulatory provisions identified in the Unified Land Development Code are intended to implement the goals, objectives and policies and *Future Land Use Map* in the *Comprehensive Plan*. In the event of a conflict between a provision in the Comprehensive Plan and any provision regulating development within a zoning district, the provisions of the Comprehensive Plan shall take precedence

A. *Residential future land use categories.*

There are three residential future land use categories in the Village's *Comprehensive Plan* that are applied to lands throughout the *Village*. Lands located within these categories are to be devoted to dwelling units used or intended to be used for permanent housing.

1. The single-family residential category allows a density of up to six *Dwelling Units* per acre. Zoning districts RS-1 and RS-2 fall under this land use category.
2. The medium density multi-family residential category allows for residential density up to 40 dwelling units per acre. RM-40 is the only zoning district consistent with this future land use category.
3. The high-density multi-family residential category allows up to 70 dwelling units per acre with ancillary commercial uses up to 0.5 *FAR*. RM-70 is the only zoning district consistent with this future land use category.

B. *Commercial future land use category.*

This category designates those areas in the *Village* suitable for commercial and *Mixed-Use* development. Uses permitted include a broad range of general and professional office, retail, banking, hotel, service establishments and high-density residential development, up to 150 dwelling units per acre, in conjunction with commercial, which shall not exceed a maximum

intensity of 13.0 times the net lot area of the subject property. This category includes the Urban Core Zone designated as *T6-24* and *T6-30*. Allowable uses, density and intensity standards are enumerated in *Chapter 15* of this Code.

C. *Institutional future land use category.*
The purpose of this category is to provide an area for either nonprofit or for profit institutional facilities or quasi-public uses, including, but not limited to religious facilities, nursing homes, community centers, public or private schools or colleges, and hospitals or clinics up to 2.0 FAR.

D. *Public buildings/grounds future land use category.*
This category provides sites for public/semi-public uses such as *Village* hall, police station, public works building, post office, and other agency facilities primarily serving the public up to 2.0 FAR.

E. *Educational future land use category.*
This category provides sites for public schools, associated facilities, and grounds up to 2.0 FAR.

F. *Recreation and open space future land use category.*
This category is intended to provide for permanent public parks and *Open Spaces* for recreational use, protection of natural resources, and urban buffers up to 0.25 FAR.

CHAPTER 3, DEFINITIONS

For the purpose of this ~~chapter~~Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Different chapters throughout this Code might have term definitions ~~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 ~~s~~Section, or in each ~~C~~chapter~~s 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 any C~~c~~hapter~~s 8 or 15~~ and those provided in this ~~s~~Section, ~~Chapters 8 and 15~~the definitions in the other chapters shall take precedence for the respective definition, as may be relevant and appropriate.~~:~~ All terms and definitions are organized in alphabetical order.

A.

Accessory ~~b~~Building~~. A detached subordinate building or a portion thereof, the use of which is incidental to or customary in connection with the main building or use and which is located on the same lot with such main building.~~ A secondary *Structure* on a *Lot* or *Parcel,* subordinate to, and not forming an integral part of, the main or *Principal Building*, but pertaining to the use of the main building.

Accessory Dwelling Unit (ADU). A *Dwelling Unit* sharing ownership and utility connections with a *Principal Building* and contained on the same *Lot*. An Accessory Dwelling Unitmay be attached ~~by a Backbuilding to~~ or detached from the ~~Primary~~ *Principal Building*, and the unit shall not count towards maximum *Density* calculations. Also known as an Accessory Unit, Ancillary Unit, or Ancillary Dwelling Unit.

Accessory ~~u~~Use. A subordinate use, which is incidental to or customary in connection with the *Main Building* or *Use* and is located on the same lot with such main building use.

Acre, ~~g~~Gross. 43,560 square feet.

Acre, ~~n~~Net. ~~That~~A portion of a *Gross Acre* exclusive of dedication for official *Right-of-Way* and other *Easements*.

~~*Assisted living facility:* Any building or buildings, section or distinct part of a building, private home, boarding home, home for the aged, or other residential facility, whether operated for profit or not, which undertakes through its ownership or management to provide housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or administrator.~~

Advertising Structure. Any rigid or semi-rigid material, with or without a sign displayed thereon, situated on, or attached to, real property or mobile objects and vehicles outdoors for the purpose of furnishing a background, base, or support on which a sign may be posted or displayed.

Aggregate ~~a~~Area or ~~a~~Aggregate ~~w~~Width. The sum of two or more designated areas or widths to be measured, limited, or determined under these regulations.

Alcoholic ~~b~~Beverage. All beverages containing one-half of one percent or more of alcohol by volume, ~~A~~as defined by ~~*Section 561.01(4)*, Florida Statutes and~~ *Chapter 111*, *Village* Code of Ordinances. Refer to *Section 561.01(4)*, Florida Statutes for supplemental definitions.

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 tenant's basic needs. Examples of property-specific amenities include but are not limited to swimming pools, workout facilities, and internet.

Amusement ~~c~~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 *Multi-Family 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.

Apartment, ~~e~~Efficiency. A *Dwelling Unit* consisting of not more than one habitable room, with kitchen or kitchenette, and bathroom.

Apartment ~~h~~Hotel. A *Multi-Family Residential Building* designed for or containing both apartments and individual guest rooms or rental units under resident supervision, and which maintains an inner lobby through which all tenants must pass to gain access to apartments, rooms, or units.

Artwork. A tangible creation by an artist exhibiting the highest quality of skill and aesthetic principles and includes all forms of the visual arts conceived in any medium, material, or combination thereof, including, but not limited to, paintings, sculptures, engravings, carvings, frescos, stained glass, mosaics, mobiles, tapestries, murals, photographs, video projections, digital images, bas-relief, high relief, fountains, kinetics, collages, drawings, monuments erected to commemorate a person or an event, functional furnishings, such as artist designed seating and pavers, architectural elements designed by an artist, and artist designed landforms or landscape elements.

~~*Arterial street*. A street designated as a major arterial street on the circulation plan for the Village.~~

Assisted ~~l~~Living ~~f~~Facility: Any ~~b~~*Building*(s) ~~or buildings~~, ~~s~~Section(s) or distinct part(s) of a building, private home, boarding home, home for the aged, or other residential facility, whether operated for profit or not, which undertakes through its ownership or management to provide housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or administrator.

Auction ~~m~~Market. Any premises on which are held, either regularly or periodically, auction sales of merchandise or personal property.

Automobile ~~r~~Rental ~~a~~Agency. An establishment whose primary purpose is the renting or leasing of passenger vehicles to the public.

Awning. A detachable, roof like cloth or metal cover, supported from the *Wall* of a *Building* for protection from sun or weather.

B.

Bar. An indoor or outdoor establishment devoted to selling, serving, or dispensing any *Alcoholic Beverages* as its primary source of revenue, or any place where a *Sign* is displayed indicating that alcoholic beverages are obtainable for consumption on the premises, and where, if entertainment is provided, it is by no more than one person at a time.

Barrier. A *Fence*, dwelling wall or non-dwelling wall, or any combination thereof, which completely surrounds ~~the~~ a *Swimming Pool* and obstructs access to ~~the swimming pool~~ it, especially ~~access~~ from the residence or from the *Yard* outside the barrier.

Barrier ~~r~~Requirements. *Swimming Pools* shall comply with all the requirements set forth under the building and zoning requirements as set forth in the *Village*'s ordinances and the *Florida Building Code*.

Basement. That portion of a *Building* between the floor and ceiling which has at least one-half of its height below the grade of the adjoining ground, and the ceiling of which is not more than four feet six inches above grade.

Beer. A brewed beverage that contains less than six percent (6%) alcohol by volume ~~A~~as defined in *Section 563.01*, Florida Statute, and regulated in *Chapter 111*, Village Code of Ordinances.

Bioswale. A storm water runoff conveyance system that provides an alternative to storm sewers. Bioswales absorb low flows or carry runoff from heavy rains to storm sewer inlets or directly to surface waters. Bioswales improve water quality by infiltrating the first flush of storm water runoff and filtering the large storm flows they convey.

Biscayne Bay: Encompasses all of Biscayne Bay and all associated tributaries of the Bay within the limits of the *Village*. ~~limits of North Bay Village~~.

Block. The length of a *Street* between two street intersections.

Board. The *Planning and Zoning Board*, which is that duly~~,~~ designated advisory board charged with reviewing *Village* planning, zoning, and beautification matters.

~~*Boundary of dDistrict*. The centerline of a *Street* or *Right-of-Way*; also, the centerline of the alleyway between the side or rear property lines, or where no alleyway or passageway exists, the rear or side property lines of all lots bordering on any district limits.~~

Breezeway. A covered passageway or space between the *Principal Building* and an *Accessory Building* open on two sides, and the roof of which is structurally integrated with the buildings it separates.

Building. Any structure having a roof supported by columns or walls for the shelter or enclosure of persons on property.

Building ~~w~~Width. The width of the *Lot* left to be built upon after the required *Side Yard* and *Setbacks* are provided.

~~*Building*. Any structure having a roof supported by columns or walls for the shelter or enclosure of persons or property.~~

Building, ~~c~~Completely ~~e~~Enclosed. A *Building* having no outside openings other than ordinary doors, windows, and ventilators.

Building ~~l~~Line. That line between which, and the distance on the lot parallel and back from the *Street Line*, in which no *Building* or part thereof may be erected, except as provided in these regulations.

Building Official. The *Village* official responsible for building inspection and the issuance of permits in this respect, or a duly authorized person acting in the same capacity.

Building Permit. 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.

Bulk. A term used in these regulations to describe the size and shape of a *Building* or *Structure*, and its relationship to other buildings, to the lot area for a building, and to *Open Space* and *Yards*.

Bulkhead. A *Wall* constructed along the *Bay* to retain or resist lateral displacement of any material back of it. For the purpose of this ~~c~~Chapter, the bayside face of the established bulkhead cap shall be regarded as the point of measurement for *Setback* requirements of all *Structures* fronting on the ~~b~~Bay.

C.

Cabana. An *Accessory Structure*, usually in connection with a *Swimming Pool*.

Cabaret. A *Bar*, which provides entertainment, and which may or may not serve food, and which~~,~~ is accessory to a hotel, motel, or other *Building*, as provided in these regulations.

Cafeteria. See *Restaurant*.

Canopy. A detachable, roof like cloth or metal cover supported from the ground, deck, or floor of a *Building*, and from the walls of a building, for protection from sun or weather.

Carwash. Any *Building* or *Structure* which uses specialized mechanical devices for the washing of motor vehicles.

~~*Centerline, street*. A line parallel or nearly parallel to the right-of-way lines of a street and halfway between them as established by the Building and Zoning Official.~~

Certified ~~s~~Survey. A survey, sketch, plan, map, or other exhibit is said to be certified when a written statement regarding its accuracy or conformity to specified standards is signed by the specific professional engineer, registered surveyor, architect, or other legally recognized person.

Childcare. ~~See~~ As defined in *Day Care Nursery*.

Clinic. An establishment where patients are not lodged overnight but are admitted for examination and treatment by a group of physicians or dentists practicing medicine together. The term does not include a place for the treatment of animals.

Club, ~~p~~Private. A *Building* ~~and a~~, facilities, or premises used or operated by an organization or association for some common purpose, such as, but not limited to, ~~a fraternal,~~ social, educational, or recreational purposes, but not including clubs organized primarily for profit or to render a service, which is customarily carried on as a business. Such organizations and associations shall be incorporated under the laws as a non-profit corporation and the major purpose of such corporations shall not be for the purpose of serving *Alcoholic Beverages* to its members or others.

Coffee ~~s~~Shop, Snack ~~b~~Bar, or Sandwich ~~s~~Shop. An establishment where sandwiches, coffee, soft drinks, tea, or similar foods are served, but having no *Kitchen Facilities*.

Commercial ~~s~~School. A training institution operated on a profit or non-profit basis offering instruction in stenographic, secretarial, bookkeeping, and related business skills; offering training in electronic data a processing techniques, skills, or equipment repair; or offering training leading to proficiency in a vocational skill.

Concurrency. A ~~S~~state law requiring that infrastructure be in place before development occurs.

Convalescent ~~h~~Home. A *Building* where regular nursing care is provided for more than one person not a member of the family which resides on the premises.

Cool ~~p~~Pavement. A surface that uses additives to *Reflect Solar Radiation* unlike conventional dark pavement. Conventional dark pavements contribute to urban heat islands as they absorb 80–95% of sunlight and warm the local air. In addition to conventional streets and roads, cool pavement can be a surface of a parking lot, driveway, accessway, trail or other improved pathways. Cool pavement is also referred to as a white road.

Cool ~~r~~Roof. A roof that has been designed to *Reflect Solar Radiation* ~~more sunlight~~ and absorb less heat than a standard roof. Cool roofs can be made of a highly reflective type of paint, a sheet covering, or highly reflective tiles or shingles. A high solar reflectance—or albedo—is the most important characteristic of a cool roof as it helps to reflect sunlight and heat away from a *Building*, reducing roof temperatures. Cool roof is also referred to as a white roof.

Customer ~~s~~Service ~~a~~Area. Inside/outside seating areas for *Restaurants*, *Bars*, lounges, and similar, exclusive of kitchen, office, hallways, storage, and similar building areas.

D.

Day ~~c~~Care ~~n~~Nursery. An establishment providing care of children during the day, but not overnight, including four or more children not members of the resident family; nurseries for children of working mothers; kindergartens; nursery schools for children under the minimum age for admission to public schools, or for after-school care of school children; and other establishments of a similar nature.

Density. The number of *Dwelling Units* within a standard measure of land area, usually given as units per acre.

Development. Any improvement to land or existing structures that are necessary to carry out the functions of urban living.

District. Any section of the *Village* within which the zoning regulations are uniform.

District Boundary. The centerline of a *Street* or *Right-of-Way*; also, the centerline of the alleyway between the side or rear property lines, or where no alleyway or passageway exists, the rear or side property lines of all lots bordering on any district limits.

Drive-in or *Drive-through*. An establishment that, by design, physical facilities, service, or packaging procedures, encourages or permits customers to receive services, obtain goods, or be entertained while remaining in their motor vehicles.

Dwelling. A *Building* or portion thereof, designed or used exclusively for residential occupancy, but not including *Mobile Homes*.

A. *Dwelling, Efficiency*. A ~~residential~~ *Dwelling Unit*, which is comprised of a single room for sleeping and cooking, exclusive of a bathroom.

B. *Dwelling, Hotel Room.* A group of more than twenty-five (25) *Lodging Units* ~~exceeding twenty-five (25) units~~, which is used on a temporary basis by transient guests and usually providing meals, entertainment, and other services for the guests. ~~that may provide services for dining, meeting, and recreation.~~

C. *Dwelling, ~~h~~Hotel ~~s~~Suite*. A group of *Hotel Rooms* connected together.

D. *Dwelling, Multi-Family*. A *Building* or portion thereof, containing three or more *Dwelling Units*, where each unit has sleeping quarters, *Kitchen Facilities*, bathroom, ventilation, and lighting under control of one family and the unit has direct access to the outside or to a common hall. A multifamily *Structure* where *Dwelling Units* are available for lease or rent for less than one month shall be considered *Lodging Units*.

E. *Dwelling, ~~s~~Single-~~f~~Family*. A private residence *Building* used or intended to be used as a home in which all living areas are accessible to each other from within the building, and which shall have sleeping quarters, *Kitchen Facilities*, bathroom, ventilation, and lighting under control of and designed for the exclusive use of one family.

F. *Dwelling, ~~s~~Single-~~f~~Family ~~d~~Detached*. A *Single-Family Dwelling* surrounded by *Yards* or other *Open Spaces* on the same *Lot*.

G. *Dwelling, Two-Family.* Two (2) *Dwelling Units* sharing a detached *Building*, where each Dwelling Unit ~~of which~~ provides a residence for a single housekeeping unit. Also known as a duplex.

Dwelling ~~u~~Unit. A room, or group of rooms, occupied or intended to be occupied as separate living quarters by a single family or other group of persons living together as a household, or by a person

living alone. A structure or part of a structure shall be deemed a dwelling unit if it contains Kitchen Facilities and an area that constitutes a bedroom.

E.

Easement. A "nonpossessory" property interest that allows the holder of the easement to have a *Right-of-Way* or use property that they do not own or possess. It does not allow the easement holder to occupy the *Land* or to exclude others from the land unless they interfere with the easement holder's use.

Electric Vehicle (EV). An automotive-type vehicle for on-road use, such as passenger automobiles, buses, trucks, vans, neighborhood electric vehicles, electric motorcycles, and the like, primarily powered by an electric motor that draws current from a rechargeable storage battery, fuel cell, photovoltaic array or other source of electric current. Plug-in hybrid electric vehicles (PHEV) are electric vehicles having a second source of motive power. Off-road, self-propelled electric mobile equipment, such as industrial trucks, hoists, lifts, transports, golf carts, airline ground support equipment, tractors, boats and the like, are not considered electric vehicles.

Electric ~~v~~Vehicle ~~c~~Charging ~~s~~Station. A parking space that is reserved for and served by electric vehicle charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy source device in an electric vehicle.

Electric Vehicle Capable Space. Electrical panel capacity and space to support a minimum 40-ampere, 240-volt branch circuit for each EV parking space, and the installation of raceways, both underground and surface mounted, to support the EVSE.

Energy Star®. A government-backed labeling program that helps people and organizations save money and reduce greenhouse gas emissions by identifying factories, office equipment, materials, home appliances, and electronics that have superior energy efficiency. Energy Star is a joint program of the *US Environmental Protection Agency* (EPA) and the *US Department of Energy* (DOE).

Essential ~~s~~Services. A public health, safety, or general welfare service that might require t~~T~~he erection, construction, alteration, or maintenance by a public utility or municipal agency of underground or overhead transmission, distribution, or collection systems necessary for the furnishing of adequate service by that utility or agency to the use on the same lot or the surrounding neighborhoods. ~~of, for the public health, safety, or general welfare.~~

F.

Family. An individual or two or more persons related by blood or marriage, ~~or~~ a group of not more than five persons who need not be related by blood or marriage, living together as a single housekeeping unit in a *Dwelling*.

Fast ~~order~~ food. Food which is primarily included for immediate consumption; available upon a short waiting line; packaged or preserved in such a manner that it can be readily eaten outside the premises where it is sold; served on ~~paper plates or in paper or Styrofoam~~ disposable containers;

and of a self-service nature, that is, no waiters or waitresses are involved. Patrons phone in or place their order at a counter and take it to a table on the premises or leave the premises.

Fence. A vertical *Structure* forming a physical *Barrier* which is so constructed that no less than 50% of the vertical surface is open to permit the transmission of light, air, and vision through the surface in a horizontal plane. (For board and other solid barriers, see *Wall*).

Floor ~~a~~Area. The sum of the gross horizontal areas of the several floors of a *Building* or buildings, measured from the exterior faces of exterior *Wall* or from the centerline of walls separating two attached buildings. However, for the purposes of those regulations, the gross floor areas of a building shall not include:

A. *Basement* space; ~~however, basement space used for retailing shall be included for the purpose of calculating requirements for accessory~~ used as *Off-Street Parking Space* and accessory off-street loading berths. Used for on-site parking is permitted

B. Accessory water tanks or cooling towers.

C. Uncovered steps and exterior balconies, except otherwise indicated.

D. Attic space, whether or not a floor actually has been laid, providing structural headroom of less than seven feet six inches (7'-6").

E. Terraces, breezeways, screen enclosures, or open porches.

F. Floor space used for permitted or required accessory off-street parking, in any *Building* except *Single-Family* and *Two-Family Dwellings* or *Accessory Buildings* thereto.

~~*Frontage, lot*. The distance for which the front lot line and the street line are coincident.~~

Floor Area Ratio (FAR). The floor area of the *Building* or buildings on any *Lot* divided by the area of the lot.

Floor Lot Ratio (FLR). The multiplier applied to the total *Lot Area* that determines the maximum building area allowed above grade in a given zoning designation.

Floorplate. The total indoor and outdoor *Floor Area* of any given *Story* of a *Building* measured to the exterior of the *Wall* or balcony.

Florida Green Building Coalition (FGBC). A Florida nonprofit corporation dedicated to improving the built environment. The FGCB administers the green design standards of the FGBC's building and community rating systems and administers the FGBC Certifying Agents accreditation program.

G.

Garage, ~~p~~Parking. A *Building* or portion thereof used for indoor parking of private passenger vehicles, whether for use of residents or visitors to the building or to buildings in the vicinity.

Garage, ~~r~~Repair. An establishment or portion thereof used for the equipping, servicing, repairing, hiring, selling, storing, or parking of motor-driven vehicles. The term Repairing shall not include an automotive body repair shop or the rebuilding, dismantling, or storage of wrecked or junked vehicles.

Garage, ~~s~~Storage. A *Building* or portion thereof, designed or used exclusively for term storage of motor-driven vehicles, as distinguished from daily storage, and at which motor fuels and oils are not sold, and motor-driven vehicles are not equipped, repaired, hired, or sold.

Grade. The highest elevation of a paved street in front of any property.

Green ~~b~~Building. A sustainable or high-performance *Building*. The practice of creating *Structures* and using processes that are environmentally responsible and resource-efficient throughout a building's life-cycle from siting to design, construction, operation, maintenance, renovation and deconstruction. This practice expands and complements the classical building design concerns of economy, utility, durability, and comfort.

Green ~~b~~Building ~~f~~Feature. ~~These are~~Any feature~~s~~ that ~~are~~is specific to and serves an individual project or *Building* ~~and include features~~ such as *Green Walls*, *Green Roofs*, *Electric Vehicle Charging Stations*, *Photovoltaic Systems*, *Solar Water Heater* Systems, bicycle racks and storage, and *Wind Turbines*.

Green ~~i~~Infrastructure. ~~This is~~ A~~a~~lso known as *Low Impact Development* (LID). This is an approach to water management that protects, restores, or mimics the natural water cycle. Conventional piped drainage and water treatment systems referred to as grey infrastructure are designed to move urban stormwater away from the built environment, green infrastructure reduces and treats stormwater at its source while delivering environmental benefits. A rain garden is an example of green infrastructure or LID.

Green ~~r~~Roof. The roof of a *Building* that is partially or completely covered with vegetation and a growing medium, planted over a waterproofing membrane. It may also include additional components such as a root barrier, drainage and irrigation system, and soil containment. This is also referred to as a living roof.

Green ~~s~~Space. An *Open Space* outdoors, at grade, unroofed, and landscaped with any of the following or a combination thereof: materials such as, but not limited to, grasses, groundcover, sods, shrubs, vines, trees, palms, or decorative rock mulch; but excluding sand, gravel, pavers or pavement.

Green ~~w~~Wall. A vegetated façade with an integrated system in which plants grow on a vertical surface or building façade in a controlled fashion and with regular maintenance. Green walls include a vertically applied growth medium such as soil, substitute substrate, or hydroculture felt, as well as an integrated irrigation or fertigation delivery system. They are also referred to as ~~L~~living ~~W~~walls.

Grow ~~h~~House. A grow house is a property, usually located in a residential neighborhood, that is primarily used for the production of *Marijuana* but may also be used as a *Dwelling*. The houses are typically outfitted with equipment to provide water, food, and light to the marijuana plants, and the houses themselves are usually kept in good condition to blend in with the neighborhood. Illegal electrical hookups are a common feature of ~~g~~Grow ~~h~~Houses, to both save money and to make it harder for authorities to identify them due to their unusually high electrical usage.

Guest ~~h~~House. A ~~L~~living quarter~~s~~ within a detached *Accessory Building* located on the same *Lot* with the ~~main~~ *Principal Building* for use by temporary guests of the occupants of the premises, such

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quarters having no *Kitchen Facilities* or separate utility meters and not rented or otherwise used as a separate *Dwelling*.

H.

Hardship, ~~n~~Necessary. A ~~R~~restriction~~s~~ upon the uses of a particular property which promote the objectives of these regulations, provided such restrictions apply to all *Land* within the same *District* (e.g. if commercial uses are prohibited in a district, this may result in a hardship to the property owners; but it is a hardship which is necessary to the purpose of this chapter in the first place).

Hardship, ~~u~~Unnecessary. An ~~A~~arduous restriction~~s~~ upon the uses of a particular property, which are unique and distinct from that of adjoining property owners. Granting of relief from an unnecessary hardship should not violate sound zoning principles, including considerations that: adjacent properties will not be substantially reduced in value, it is not granting a special privilege not to be enjoyed by others in similar circumstances, and the public interest is maintained, including following the spirit of this ~~c~~Chapter and the ~~comprehensive master plan~~ *Comprehensive Master Plan*. Invalid and nonjusticiable bases for pleading unnecessary hardship include but are not limited to:

A. Loss of the "best" use of the *Land*, and business competition.

B. Self-created hardships by the applicant's own acts.

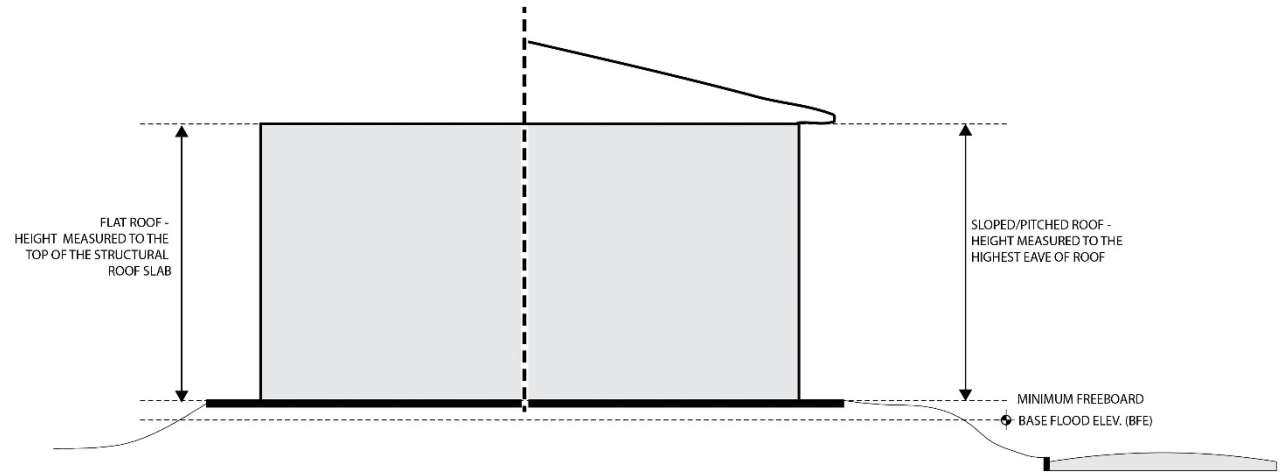
C. Neighboring violations and nonconformities.

D. Claims of inability to sell the property.

E. General restrictions of this ~~c~~Chapter.

Hedge. A row of bushes or small trees planted close together in such a manner as to form a boundary or *Barrier*.

Height of ~~b~~Building. The height of a *Building* shall be measured from the required *Base Flood Elevation* (BFE) for the *Lot*, plus minimum freeboard, to the top of the structural roof slab for a flat roof or to the highest eave of a pitched/sloped roof. See also Chapter 15, *Section 15.3.C.2.c.*



Home ~~o~~Occupation. Any activity for which an occupational license of the *Village* is required by law, which is conducted within a *Dwelling Unit* in a residential district.

Hospital. A *Building* or group of buildings having room facilities for one or more overnight patients, used for providing services for the in-patient medical or surgical care of sick or injured humans, and which may include related facilities such as laboratories, out-patient departments, and training facilities. A central service facility must be an integral part of the hospital operations.

Hotel. ~~A building in which lodging is provided and offered to the public for compensation, and in which ingress and egress to and from all rooms are made through an inside lobby or office supervised by a person in charge at all times. See also Dwelling, Hotel Room.~~ Any *Structure* consisting of one or more *Buildings*, exceeding twenty-five (25) *Lodging Units*, that is kept, maintained, advertised, or held out to the public to be a place where sleeping accommodations are offered for pay to guests. It may also provide spaces and services for dining, meeting, and recreation.

House of ~~w~~Worship. ~~A church, synagogue, or other *Structure* used on a permanent basis primarily for the worship of God~~ A *Building* or *Structure* primarily intended for conducting organized religious services and associated *Accessory Uses*.

Hurricane ~~p~~Protection ~~d~~Devices~~:~~. These devices ~~S~~shall include removable panel shutters, accordion shutters, storm fabric screens, plywood, or similar device~~s~~ utilized during a hurricane or tropical storm.

I.

Inn. A group of lodging units not to exceed twenty-five (25) units that may provide services for dining, meeting, and recreation.

J.

Kennel. The keeping of more than three (3) dogs or other animals for breeding, training, sale, or boarding.

Kitchen ~~f~~Facilities. Any form or mechanical refrigeration or cooking equipment except a portable mini-refrigerator, portable microwave oven, and coffeemaker.

Junkyard or Salvage ~~y~~Yard. Any area or *Structure* used or intended to be used for the conducting and operating of the business of selling, buying, storing, or trading in used or discarded metal, glass, cordage, or any used or disabled fixtures, vehicles, or equipment of any kind.

K.

Kitchenette. A room or area inside a *Building* partially equipped with standard cooking appliances, including: a sink, stovetop, and refrigerator, but excluding an oven.

L.

LED. ~~This~~It stands for light emitting diode. ~~The~~ LED lighting products produce light up to 90% more efficiently than incandescent light bulbs.

LEED. ~~This~~It stands for the Leadership in Energy and Environmental Design green building certification and rating system of the United States Green Building Council (USGBC).

Loading ~~s~~Space. A space within the *Main Building* or in the same *Lot* providing for the standing, loading, or unloading of trucks.

Lodging Unit. A furnished room of a minimum two hundred (200) square feet that includes sanitary facilities and may include a *Kitchenette*.

Lot. A piece of *Land* occupied or intended for occupancy by a use permitted in these regulations, including one *Main Building* together with its *Accessory Building*, and the *Yards*, *Loading*, and *Off-Street Parking Spaces* required herein and having its principal frontage upon a street or upon an officially approved place.

Lot ~~a~~Area. The total horizontal area within the lot lines of the *Lot*.

Lot, ~~c~~Corner. A *Lot* abutting upon two or more *Streets* at their intersection.

Lot Coverage or Ground ~~c~~Coverage. The percentage of the total area of the *Lot,* that, when viewed from above, is occupied by all structures and buildings, principal and accessory, measured from the exterior faces of exterior *Walls*, or from the exterior faces of supporting exterior columns for any portion of the ground floor not enclosed by exterior walls or from the centerline of walls separating two *Buildings*. *Swimming pools* and impervious or covered parking areas, driveways, walkways, patios, and terraces shall be included in the Lot Coverage calculations, except as may be otherwise provided. The following *Structures* shall be excluded from the calculation of lot coverage:

A. Seawalls, retaining walls, and docks.

B. Planting bins.

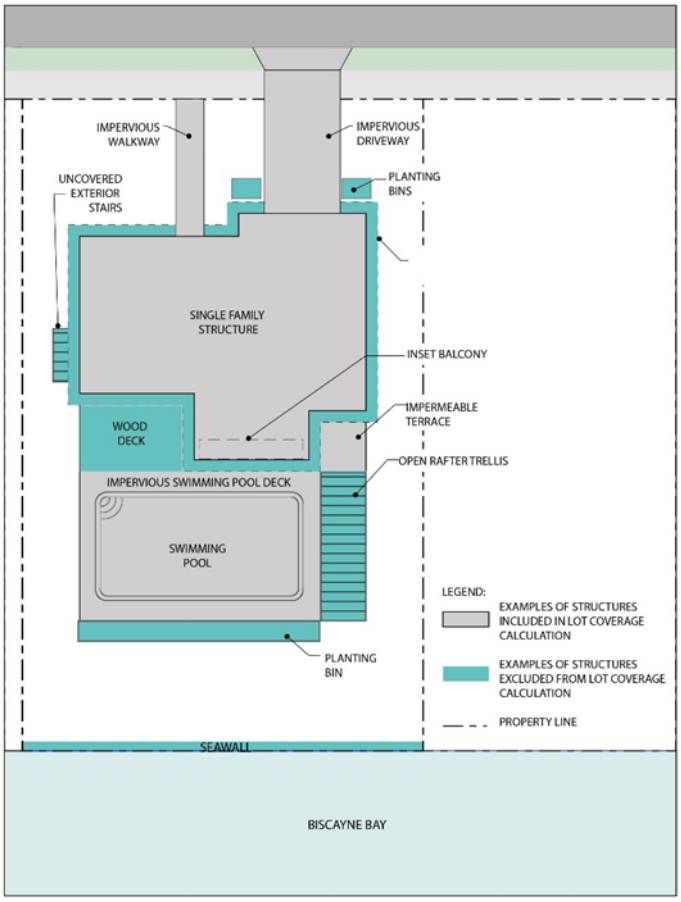
C. Wood decks, provided that the underlying (ground) surface is permeable.

D. Trellises and pergolas provided such structures have open cross rafters or latticework.

E. Roof overhands and awnings that do not project beyond an exterior wall more than three (3) feet.

F. Uncovered stairs and landings that do not project beyond an exterior wall more than three (3) feet.

G. Inset balconies enclosed by the walls of the structure on three (3) sides.



Lot ~~d~~Depth. The mean horizontal distance between the front and rear *Lot Lines*.

Lot Frontage. The distance for which the front *Lot Line* and the street line are coincident.

Lot, ~~i~~Interior. A *Lot,* other than a *Corner Lot*.

Lot ~~l~~Line. The boundary line of a *Lot*.

Lot of ~~r~~Record. A *Parcel* of land shown on a recorded plat, or any parcel of land described by a legally recorded deed.

Lot, ~~t~~Through (double frontage). An interior *Lot* having frontages on two parallel or approximately parallel *Streets*.

Lot ~~w~~Width. The horizontal distance between the side lot lines measured at the required *Front Yard* line and parallel to the front street line.

Low Impact Development (LID). An approach to land development, ~~(~~or re-development~~)~~ , that works with nature to manage stormwater as close to its source as possible. LID employs principles such as preserving and recreating natural landscape features, minimizing effective imperviousness to

create functional and appealing site drainage that treat stormwater as a resource rather than a waste product.

Lumen. A unit of luminous flux equal to the light emitted in a unit solid angle by a uniform point source of one candle.

M.

Marijuana. ~~Marijuana is d~~Defined as Cannabis, meaning all parts of any plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin.

Marijuana ~~b~~Based ~~p~~Product. ~~A marijuana-based product m~~Means a product that contains *Marijuana* or any of its derivatives, including, but not limited to, tonics, tinctures, balms, salves, lotions, sprays, ointments, drinks, foods, and pills.

Marijuana ~~d~~Dispensary. A ~~marijuana dispensary is a~~ facility where *Marijuana* or *Marijuana-Based Products* are made available for medical purposes in accordance with Florida ~~l~~Law. A marijuana dispensary may also be defined as a "dispensing organization" as provided in *Section 381.986(1)*, Florida Statutes. Any medical marijuana treatment center at which marijuana or marijuana-based products are dispensed as part of a program of medical treatment shall be included within the definition of a marijuana dispensary.

Marijuana Dispensary, Mobile. A mobile *Marijuana Dispensary* is any legal entity, clinic, cooperative, club, business, or group which transports, delivers, or arranges the transportation or delivery, of *Marijuana* or *Marijuana-Based Products* to any person.

Marina. ~~Any area where one or more sites or locations are rented or offered for rent for the location or dockage of~~ A facility for storage, servicing, fueling, berthing, docking, or securing boats, vessels, or house boats in water, or to be used for living quarters either temporarily or on a permanent basis.

Mezzanine. An intermediate and projecting level or levels between the floor and ceiling of ~~in~~ any story or room with a floor area not exceeding one-third (1/3) of the total floor area in that room or story ~~in which the mezzanine occurs and with a~~. The clear height above or below the mezzanine floor construction ~~of~~ shall not be less than seven (7) feet.

Micro Unit. A small studio apartment, less than 400 square feet with a fully functioning and accessibility compliant kitchen and bathroom.

Mixed ~~o~~Occupancy or ~~u~~Use. An ~~O~~occupancy of a *Building* or *Land* for more than one *Use*.

Mobile ~~h~~Home. Any unit used for living or sleeping purposes which is equipped with wheels or some device for the purpose of transporting the unit from place to place, whether by ~~motive~~ motor power or other means, or any unit used for temporary living or sleeping purposes temporarily located in the locality, whether it is on blocks, posts, or any other type of foundation.

~~*Mobile mMarijuana dDispensary*. A mobile *Marijuana Dispensary* is any legal entity, clinic, cooperative, club, business, or group which transports, delivers, or arranges the transportation or delivery, of *Marijuana* or *Marijuana-Based Products* to any person.~~

Motel. A *Building* in which lodging is provided and offered to the public for compensation. Accommodations are usually designed to serve tourists traveling by automobile. Ingress and egress to rooms need not be through a lobby or office, and parking usually is adjacent to the ~~guest room~~ *Lodging Unit*.

Mural. Any inscription, artwork, figure, urban wall art, marking, or design that is applied, marked, etched, scratched, drawn, or painted on any public or private property ~~to the wall of a building, which covers~~, covering all or most of ~~the~~ a wall or surface, and which is observable from the public *Right-of-Way* or from a public space. Where a Mural contains a commercial message, it shall be considered a *Wall Sign*. See also *Chapter 11* and *Sec. 15.6.E*

N.

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 (6) 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.

Nightclub. An entertainment establishment where food and/or *Alcoholic Beverages* may be served for consumption on premises defined by *Section 111.01* of ~~this~~ the *Village* Code of Ordinances.

Nonconforming ~~u~~Use. The lawful use of *Land* or a *Building* or portion thereof, which use does not conform with the use regulations of the *District* in which it is located.

Nursing ~~h~~Home ~~f~~Facility: Any facility which provides nursing services as defined in part I of Florida Statute *Chapter 464* and which is licensed according to this part.

O.

Occupancy. A condition of an activity or use being upon a *Lot* and/or within a *Building*.

~~*Official rRights-of-wWay*. A *rRights-of-wWay* established by oOrdinance.~~

Open ~~s~~Space. That portion of a *Lot* which:

A. Is open and unobstructed from *Grade* upward.

B. Is accessible without restrictions except as may be required for safety.

C. Is of a *Pervious* nature.

Open space may also refer, in certain contexts, to undeveloped lands suitable for passive or active recreation or conservation uses.

Outdoor ~~d~~Dining Area. ~~A use characterized by outdoor table service of food and beverages prepared for service in an adjacent or attached main *Restaurant* for consumption on the premises.~~ Any covered or uncovered portion of a *Restaurant*, *Coffee Shop, Snack Bar, or Sandwich Shop*, or similar establishment, that is not completely enclosed within the *Building*. This area is used primarily for the consumption of food and/or beverages by the patrons of the establishment, and shall not be larger than 50 percent (50%) of the dining area of the ground floor of the indoor establishment. The term also includes outdoor bars and outdoor ice cream parlors.

P.

Parcel. A defined piece or unit of land assembled for a single or multiple purposes.

Parking. The standing of a vehicle, whether occupied or not, otherwise than when temporarily and actually engaged in loading or unloading merchandise or passengers.

A. *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.

B. *Parking ~~s~~Space, ~~o~~Off-~~s~~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 *Sec. 8.10.D.7* 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~~.

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.

Penthouse. Any *Structure* above the main roof of a *Building* used for residential, professional, or commercial purposes, or for housing elevator machinery and water storage tanks. Each story of a penthouse, except when used for machinery or ~~a storage for~~ water storage, is considered as an additional story to the *Height of Building*.

~~*Permit, bBuilding*. 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.~~

Pervious ~~a~~Area. The surface area of a *Parcel*, which is capable of being penetrated by water.

Photovoltaic ~~s~~Solar ~~s~~System. A power system designed to generate useable electricity from sunlight through the process of converting light (photons) to electricity (voltage); which is called the PV effect. Photovoltaic ~~s~~*Solar ~~s~~Systems*, also called solar cells or PV cells, convert sunlight into electricity.

Planning and ~~z~~Zoning ~~b~~Board. The Planning and Zoning Board of the *Village*, as established by this Code.

Premises. A *Lot*, together with all *Buildings* and *Structures* thereon.

Principal Building. The *Building* within which the principal, predominant, or main use or activity upon the lot is conducted. In the event more than one building is upon one *Lot*, the one containing the greatest floor area is the "~~p~~Principal ~~b~~Building."

~~*Principal uUse*. 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 ~~u~~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.

Q. [Reserved]

R.

Rain ~~b~~Barrel. A containment ~~devise~~ device to capture rainwater from a roof and hold it for later use such as on lawns, gardens, or indoor plants.

Rain ~~g~~Garden. A depressed area in the landscape that collects rainwater from a roof, driveway or *Street* and allows it to soak into the ground. Rain gardens are planted with ornamental grasses and flowering perennials, this is an example of *Green Infrastructure*.

Regulations. The whole body of regulations, charts, tables, diagrams, maps, notations, references, and symbols contained in or referred to in this Code.

Restaurant. An establishment in which food and drinks are ~~is~~ prepared and served for compensation, and food sales account for 51% or more of the total establishment sales. *Alcoholic Beverage* sales may also be allowed pursuant to obtaining proper licensing. This term does not include *Coffee Shops, Snack Bars, Sandwich Shops*, or other similar eating establishments.

Right-of-~~w~~Way. A legal right to pass over or through real property owned by someone else, usually based upon an *Easement*. See *Street Line*.

Right-of-Way, Official. A Right-of-Way established by an Ordinance.

S.

Screen ~~e~~Enclosure. A frame of metal, wood, or other approved structural material supporting no roof or walls, with only approved insect screening, which screening possesses at least 50 percent (50%) open area per square inch.

Service ~~s~~Station. An establishment devoted to the retail sale of motor vehicle fuels, oils, or accessories or for the servicing or repairing of minor parts and accessories, but not including major repair work such as motor replacement, body and fender repair, or spray painting.

Setback. The minimum horizontal distance between the *Street* and the *Building*; the *Lot* *Bulkhead* or water line and the building; or the side *Lot Line* and the building.

Shopping ~~c~~Center. A commercial building with ~~O~~one or more retail stores, ~~commercial buildings,~~ or an office complex with a unified plan or architectural scheme, on a single parcel of *Land* or on separate parcels contiguously arranged.

Sign. As referred to in *Sec. 11.2* on this Code.

SITES. A comprehensive program for designing, developing, and maintaining sustainable landscapes. The SITES certification program is based on a rating system that helps conserve, restore, and create the benefits provided by healthy ecosystems. SITES is administered by Green Business Certification Inc. (GBCI) and is a complement to the *US Green Building Council LEED* green building rating system.

Solar ~~r~~Reflectance ~~i~~Index (SRI). A measure of the solar reflectance and emissivity of materials that can be used as an indicator of how hot they are likely to become when solar radiation is incident on their surface. The lower the SRI, the hotter a material is likely to become in the sunshine. SRI is defined so that a standard black surface (reflectance 0.05, emittance 0.90) is 0 and a standard white surface (reflectance 0.80, emittance 0.90) is 100.

Solar ~~w~~Water ~~h~~Heater. A water heating system that heats water through solar collector tubes typically located on a roof. Solar water heating systems include storage tanks and solar collectors. There are two types of solar water heating systems: active, which have circulating pumps and controls, and passive, which do not have pumps.

Story. That portion of a *Building*, other than a *Basement* or *Mezzanine*, included between the surface of any floor and the surface of the floor next above it; or, if there is no floor next above it, then the space between the floor and the ceiling next above it.

Story, ~~h~~Half. A space under a sloping roof, which has the line of intersection of roof decking and wall face not more than three feet above the top floor level and in which space not more than two-thirds of the floor area is finished for use. A half-story containing independent apartments or living quarters shall be counted as a full story.

Street. A public thoroughfare which affords the principal means of access to abutting property.

A. *Street, Arterial*. A *Street* designated as a major arterial street on the circulation plan for the *Village*.

B. *Street, Centerline*. A line parallel or nearly parallel to the *Right-of-Way* lines of a *Street* and halfway between them as established by the *Building* and *Planning and Zoning Official*.

C. *Street, ~~c~~Collector*. A public thoroughfare which collects traffic from residential areas for distribution to a *Major Arterial*, as defined on the North Bay Village Circulation Plan.

D. *Street, Local.* A street which provides access to individual homes and businesses bordering it.

E. Street or ~~r~~Right-of-~~w~~Way ~~l~~Line. A dividing line between a *Lot* and a contiguous *Street.*

Structural ~~a~~Alterations. Any change, except those required by law or ordinance, which would prolong the life or change the shape or size of any portion of a *Building* or *Structure* or of the supporting members of a building or structure, such as bearing walls, columns, beams, arches, floor or roof joists, or girders, not including openings in bearing walls as permitted by other ordinances.

Structure. Anything constructed or erected, the use of which requires permanent location on the ground or attached to something having a permanent location on the ground; including, but without limiting the generality of the foregoing: *Sign*, backstops for tennis courts, *Fences*, screen enclosures, and pergolas.

Subdivision. Shall be interpreted as defined in the subdivision regulations of Miami-Dade County or, if not so defined, then a Subdivision shall be the division of land into two or more *Lots*, or other division of land into parcels of five (5) acres or less for the purpose, whether immediate or of transfer of ownership or building development.

Swimming ~~p~~Pool. Any portable~~, pool~~ or permanent *Structure* containing a body of water 18 inches or more in depth and 250 square feet or more of water surface area located in a residential area that is intended for swimming or recreational bathing ~~and containing 18 inches or more in depth~~, including but not limited to in-ground, aboveground, and on-ground swimming pools, hot tubs, and non-portable spas, but not including an ornamental reflecting pool or fish pond, unless it is located and designed so as to create a hazard or be used for swimming or wading.

T.

Tent. A canvas or other cloth shelter from sun or weather supported by a wood or metal frame or by poles, stakes, and ropes, or both, and not attached to any *Building*.

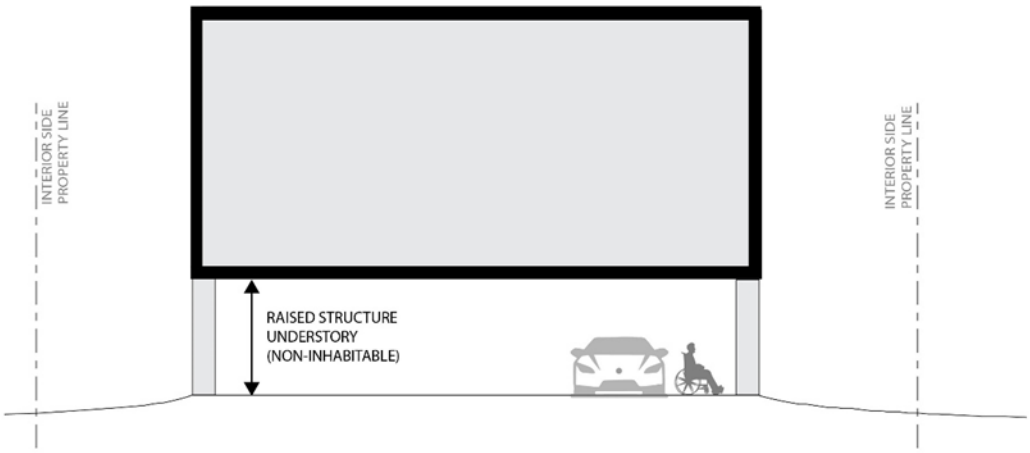
Time-~~s~~Sharing ~~c~~Condominiums. Any *Structure*, service, improvement, or real property, which is made available to purchasers of a time-sharing plan.

Trailer, ~~u~~Utility. A vehicle lacking a means of self-propulsion intended to be towed by another vehicle and designed to be used for the transport or hauling of chattel.

Trash. Cuttings from vegetation, refuse, paper, bottles, rags, bulk trash, discarded furniture, ~~etc~~ food scraps, and similar items to be discarded.

U.

Understory. The non-habitable ground level of a *Building* designed to allow flood waters to pass through.



Unity of Title. A covenant running with and binding the land, executed by one or more property owner(s) whereby the property owner(s), for a specified consideration given by the Village, agrees that the lots and/or parcels of land that are required to be united may not be conveyed, sold, transferred, devised, assigned, mortgaged or leased separate and apart from each other and that they must be held together as one tract.

US Green Building Council (USGBC). A nonprofit organization with the vision that *Buildings* and communities will regenerate and sustain the health and vitality of all life within a generation. The USGBC mission is to transform the way buildings and communities are designed, built, and operated, enabling an environmentally and socially responsible, healthy, and prosperous environment that improves the quality of life. The USGBC has designed and administered various green building certification programs including the *LEED* Rating systems and administers the *USGBC* LEED professional accreditation program.

~~*Utilities.* *Structures* of public or municipal utility in excess of lines, piping, conduit, transformers, or other essential utilities. A substation, pumping station, storage yard, or similar installation. Normally a significant structure or combination of structures often enclosed within a *Building*.~~

Use. ~~Any~~ The purpose or activity for which land, water, *Buildings*, or ~~other~~ *Structures* ~~or land~~ may be arranged, designed, intended, maintained, or occupied~~; any occupation, business, activity, or operation to be carried on or intended to be carried on in a building or other structure or on land~~ or water~~; or a name of a building or other structure or tract of land which indicates the purpose for which it is arranged, designed, intended, maintained, or occupied~~.

~~*Use*. The purpose or activity for which land, water or Buildings are designed, arranged, or intended, or for which land or Buildings are occupied or maintained.~~

A. *Use, cCommercial*. Any use which is operated as or is accessory to a business.

B. *Use, Principal*. The predominant activity or use conducted within a particular *Building* or upon a particular *Lot*.

C. *Use, ~~r~~Residential*. A use, which accommodates persons, not institutional in character, such as a *Single-Family* or *Multi-Family Dwelling*, including apartments ~~and Hotel or Motel rooms~~.

D. *Use, ~~r~~Resiliency.* A stand-alone or principal use that ~~is the sole or principal use~~ on a *Parcel* ~~and provide service beyond the individual parcel or *Building* on a parcel and~~ addresses and provides carbon sequestration, water storage, biofuels, or renewable energy collection and distribution service to parcels beyond the individual parcel or structure where the resilience use is located. This is to be distinguished from *Green Building Features* specific to and serving an individual project/building such as *Electric Vehicle Charging Station*, *Photovoltaic System*, *Solar Water Heating* system, *Green Infrastructure* or *Wind Turbine* that are *Accessory Uses*.

Utilities. *Structures* of public or municipal utility in excess of lines, piping, conduit, transformers, or other essential utilities. A substation, pumping station, storage yard, or similar installation. Normally a significant structure or combination of structures often enclosed within a *Building*.

V.

Variance. A dispensation permitted on individual parcels of property as a method of relieving an unnecessary hardship, by allowing a reasonable use of the *Building*, *Structure*, or property, which, because of unusual or unique circumstances, is denied by the provisions of this Code.

Vehicle, ~~c~~Commercial. Any vehicle designed, intended, or used for the transportation of people, goods, or things, other than private passenger vehicles and trailers for private non-profit transport of goods and/or boats.

Village. North Bay Village, Florida.

Village Commission. The Village Commission of North Bay *Village*, Florida.

Village-~~o~~Owned ~~c~~Civic or ~~o~~Office ~~c~~Construction ~~p~~Project. A *Village*-owned buildings providing a public gathering place or office facilities.

W.

Waiver. A ~~P~~Ppermit~~s~~ for a minor deviation from the ~~c~~Code, other than for use, granted administratively. See Chapter 15, *Section 15.1.H*.

Wall. A *Structure* forming a physical *Barrier* which is so constructed that less than 50 percent (50%) of the vertical surface is open to permit the transmission of light, air, and vision through such surface in a horizontal plane.

Warrant. A minor use exception granted administratively. See Chapter 15, *Section 15.1.H*.

Waterfront. Any site shall be considered as waterfront premises provided any or all of its *Lot Lines* abut on or are contiguous to any body of water.

Wind Turbine. A machine, or windmill, that converts the energy in wind into mechanical energy. A wind generator then converts the mechanical energy to electricity. There are primarily two types of wind turbines: the horizontal axis wind turbine (HAWT), and the vertical axis turbine (VAWT).

Wine. A fermented beverage made from fresh fruits, including sparkling wines, champagnes, vermouth, and similar products, ~~Shall be~~ as defined in ~~*Section 561.01(4)*~~ *Section 564.01*, Florida Statutes.

Workforce Housing Units. Housing units that are affordable to people in the workforce whose incomes are between 60% and 140% 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.

X. [Reserved]

Y.

Yard. An open area, other than a court, on a lot, unoccupied and unobstructed from the ground upward, except as otherwise provided in these regulations.

Yard, ~~f~~Front. A yard across the full width of the *Lot* extending from the nearest line of any *Main* or *Accessory Building* to the front *Street Right-of-Way Line* of the lot.

Yard, ~~r~~Rear. A *Yard* across the full *Width of the Lot* extending from the nearest line of any *Main* or *Accessory Building* to the rear *Line of the Lot*.

Yard, ~~s~~Side. A *Yard* extending from the *Front Yard to the Rear Yard*, between the side *Lot Line* and the nearest line of any *Main* or *Accessory Building*.

Z. [Reserved]

CHAPTER 4, ADMINISTRATION AND ENFORCEMENT

DIVISION 1, GENERALLY

§ 4.1 - Purpose and intent.

The purpose and intent of this ~~c~~Chapter is to establish general petition procedures, the process for obtaining an official interpretation of a regulation in the Unified Land Development Code, public hearing and notice requirements, procedures for appealing decisions, enforcement of the code, penalties and remedies for violations, establish appropriate commissions, boards and administrative official, and amending the Unified Land Development Code and *Comprehensive Plan*, for the effective and equitable implementation and enforcement of the Unified Land Development Code.

§ 4.2 – General petition procedure.

A petition for a~~n amendment,~~ *Variance*, use exception, *Warrant*, *Waiver*, ~~*Special Area Plan* (SAP),~~ or supplement to these regulations, or for an amendment, change, or supplement to the *Comprehensive Plan* or *District Boundary* of the *Zoning District Map* or a Special Area Plan (SAP) shall be submitted to the *Village Clerk* by any person who owns the subject property or who has written permission of the present owner, public official, the *Planning and Zoning Board*, or by the *Village Commission's* own motion.

A. Petition procedures for Warrants and Waivers as defined in *Section 15.4.B*, to permit minor deviations to regulations within the T6 – Urban Core Zone, are found in *Section 15.1.H*.

B. Petition procedures for Administrative Adjustments from the regulations ~~applicable to Single-Family Residential Districts~~ are found in ~~Section 7.6~~*Chapter 7*.

§ 4.3 – Procedure for obtaining an official interpretation of the Unified Land Development Code.

When an individual wants an official interpretation of a regulation contained within the Unified Land Development Code as defined in Chapter 1, *Section 1.5*, or wants to determine how a regulation may be applicable to specific property within the *Village*, the following procedures and provisions shall apply.

Written request. The individual shall submit, in writing, a completed preapplication conference request (available from the Village Clerk's department), the request shall be accompanied by payment of the fee as established in the Official *Fee Schedule* ~~and set forth in Section 5.12,~~ and shall include the following information:

A. Identification of the section or sections of the Unified Land Development Code for which an interpretation is desired.

B. An explanation of what it is that the individual finds unclear and an explanation of what, if anything, the applicant believes the section in question means.

C. If the applicant is interested in determining how the section or sections apply to or affect specific property, the following information shall be provided:

1. A clear representation of the specific property(ies) that is~~/are~~(are) the subject of the inquiry including the property address.

2. The land area encompassed by the property and the specific dimensions of the property including a description, map or survey showing existing improvements on the property.

3. If the question involves whether or not a certain improvement or use is allowed on the property, or the extent, size, or number of units that may be allowed on the property, the applicant shall include a plot plan or detailed description of what he/she wishes to do on the property sufficient to allow the *Planning and Zoning Official* to make a reasoned determination as to how the ULDC affects that specific property. It shall be the planning and zoning official's decision as to what constitutes adequate information for him to make a decision or interpretation.

4. The *Planning and Zoning Official* shall accept the written request or inform the applicant of any additional information that may be necessary for him to issue a reasoned interpretation. The Planning and Zoning Official may subsequently request additional information from the applicant, or provide the option of meeting with the applicant.

   If a meeting is scheduled requiring consultation with, or attendance by, an attorney or professional consultant (e.g., planner or engineer), a deposit in the amount set forth in *Section 5.12*, shall be paid at least five days prior to said meeting. The final cost of the meeting, calculated as set forth in Section 5.12, shall be the responsibility of the applicant and shall be paid in full prior to the issuance of the written opinion.

5. Within two weeks of accepting the completed request or having received any additional information requested of the applicant, the *Planning and Zoning Official* shall issue~~, in writing, his~~ a written opinion, supported by citations of the pertinent sections of the Unified Land Development Code, and shall forward said opinion by email or U.S. Mail to the applicant.

6. The time for the *Planning and Zoning Official's* response may be extended to 30 days if, in the opinion of the Planning and Zoning Official, it is necessary ~~for him~~ to confer with the *Village Attorney*, other Village staff, or outside consultant before rendering a decision. All applicable fees shall be paid by the applicant before the *Planning and Zoning Official* issues ~~his~~ said written opinion.

7. The *Planning and Zoning Official's* written opinion shall be considered an official interpretation of the subject provisions of the Unified Land Development Code.

8. Verbal statements, interpretations, or comments made by the *Planning and Zoning Official* or any other representative of the Village with regard to any interpretation of the Unified Land Development Code shall not be considered official interpretations of the Unified Land Development Code. Interested parties who make development decisions or proceed with development activity based upon such verbal information shall do so at their own risk.

§ 4.4 – Public hearing, public notice, and adoption requirements and procedures.

A. *Hearings and notices*.

1. *Table 4.4.A.1* describes the number and type of meetings each application will require. The information in the table is presented for the purpose of assisting the *Village*, applicants, and the public in identifying public meeting and hearing requirements. In the case of conflict between the information presented in the table and the legal requirements of the Unified Land Development Code, the *Village Code of Ordinances* or Florida Statutes (collectively referred to as legal requirements), the legal requirements and not the table shall control.

2. All applications involving the following shall be considered at public hearings before the *Planning and Zoning Board* and the *Village Commission*:
   a. Amendment, change, or supplement to the *Comprehensive Plan*;
   b. Amendments to the Unified Land Development Code;
   c. Amendments to boundaries of the *Zoning District Map*;
   d. *Variances*;
   e. Use exceptions and other applications for development approval;
   f. Appeals of an administrative decision.

3. Amendments to the *Future Land Use Map*, *Zoning Map*, or which change the actual list of permitted uses, ~~conditional uses,~~ use exceptions, or prohibited uses in a zoning district or future land use category shall be adopted by ordinance, and the notice and hearing requirements shall be as required by *Section 166.041(3)(a)* and 1*66.041(3)(c)*, Florida Statutes.

4. Mailed notice.

   For site plan approvals, variances, and use exceptions the following notice is required:
   a. A written announcement of a public hearing shall be mailed on a form provided by the *Village Clerk* at least ten (10) days prior to the date of a required hearing to all property owners and residents within 200 feet of the perimeter of the subject property.
   b. In the case of variances for single-family residential properties the mailing requirements shall be limited to all adjacent property owners including those across the streets(s) from the subject side to the rear and on diagonals.
   c. The applicant shall submit a certified list of property owners and proof of mailing to the *Village Clerk*.
   d. The burden of meeting the written notice requirements shall be upon the applicant.

5. In addition to the above, ~~A~~amendments to the *Future Land Use Map* or *Zoning Map* which change the actual map designation for a parcel or parcels of *Land* containing ten (10) contiguous acres or less notice shall be ~~provided in the following manner:~~

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes introduced after the Planning and Zoning Board meeting to reflect staff or external expert feedback are highlighted. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

~~a. Notice of the public hearing on the proposed change shall be~~ given to property owners at least thirty (30) days prior to the date set for the public hearing as required by *Section 166.041(3)(c)1* Florida Statutes.

~~a. As a courtesy notice, a written announcement of a public hearing shall be mailed at least ten (10) days prior to the date of the hearing to all property owners and residents abutting the subject property or within 300 feet of the perimeter of the property. Failure to mail this courtesy notice shall not affect the validity of the final action.~~

~~b. The list of property owners shall be certified by the *Village Clerk*. The Village Clerk shall certify that the petition file is complete before the hearing is legally advertised.~~

5. All public hearings held before the *Planning and Zoning Board* and/or *Village Commission* shall be noticed by the *Village Clerk* by publishing, at least ten (10) days prior to the hearing, an advertisement showing the date, time, place, and nature of the hearing.

6. Notice of the date, time, place, and nature of the hearing shall also be posted conspicuously by the applicant on a form of a size and design provided by the Village Clerk at least ten (10) days prior to the hearing on any property for which a petition for a ~~variance,~~ use exception, site plan approval, zoning district or future land use boundary change has been submitted.

7. For amendments that require two (2) public hearings by the *Village Commission*, the second public hearing shall be advertised at least ten (10) days before the public hearing.

Table 4.4.A.1 - Public Hearings

~~Development Approval~~Petition Type	Planning and Zoning Board	Village Commission	DRC Required Prior to Schedule of PZB Hearing?
Amendments to Comprehensive Plan			
Small scale ~~development~~ map amendment	H	H	No
All other amendments			No
Transmittal stage	H	H	
Adoption stage		H	
Amendments to the Unified Land Development Code			
Zoning district map	H	2H	No
Text amendment	H	2H	No
Others			

Minor Development (1)	H	H	Yes
Major Development (2)	H	H	Yes
Development Agreement		H	No
Variances	H	H	Optional
Use exceptions	H	H	Optional
Plats and subdivisions	H	2H (3)	Yes
ROW vacations	H	H	Optional
Appeals of an administrative decision	H	H	No

H = Public hearing 2H = 1st and 2nd reading

(1) Three through six dwelling units or from 300 to 10,000 square feet of commercial use

(2) Seven or more dwelling units or more than 10,000 square feet of commercial use.

(3) Tentative and final plat stages

B. Method of adoption.

1. The following shall be adopted by ordinance:
   a. Amendment, change, or supplement to the *Comprehensive Plan*;
   b. Amendments to the Unified Land Development Code including Special Area Plan appendices;
   c. Amendments to the *Zoning Map* (including Special Area Plan designations) and to the actual list of permitted, conditions, or prohibited uses within a zoning category.
2. The following shall be adopted by resolution:
   a. *Variances*;
   b. Use exceptions, and other applications for development approval;
   c. Site plan approval;
   d. Development agreement;
   e. Plats and subdivisions;
   f. Vacation of *Streets*, *Alleys*, *Easements*, and public *Right-of-Ways*;
   g. Appeals of an administrative decision.

C. Testimony.

Witnesses desiring to make a statement of fact at a public hearing shall be sworn and give testimony under oath; otherwise, statements shall be considered a matter of opinion only. The *Planning and Zoning Board* or *Village Commission* may require attendance of witnesses at a public hearing.

§ 4.5 Procedure for appealing an administrative decision.

A. Any person aggrieved by an order, requirement, decision, or determination relative to these regulations by an administrative official may petition the *Village Commission* for relief following a recommendation by the *Planning & Zoning Board*. The petition shall be in a form approved by the *Village Attorney*, and all properties described in one application must be contiguous.

B. A grant of relief on appeals of administration decisions shall avoid spot zoning.

C. The *Village Commission* may, after a public hearing, grant relief on appeals where it is alleged there is an error in any order, requirement, decision, or determination made by an administrative official in the interpretation of any portion of these regulations.

§ 4.6 Exhaustion of remedies; court review.

A. No person aggrieved by any zoning resolution order, requirement, decision, or determination of an administrative official or by any decision of the *Planning and Zoning Board* may apply to the court for relief unless he has first exhausted the remedies provided for herein and taken all available steps provided in this subchapter. It is the intention of the *Village Commission* that all steps provided by this subchapter shall be taken before any application is made to the court for relief; and no application shall be made to the court for relief except from resolution adopted by the Village Commission pursuant to this subchapter.

B. Zoning resolutions of the *Village Commission* shall be reviewed by the filing of a petition for writ of certiorari in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, in accordance with the procedure and within the time provided by the *Florida Appellate Rules* for the review of the rulings of any commission or board. Such time shall commence to run from the date the zoning resolution sought to be reviewed is transmitted to the Village Clerk. For the purposes of a certiorari the *Village Clerk* shall make available for public inspection and copying, the record upon which each final decision of the Village Commission is based; however, the Village Clerk shall make a reasonable charge commensurate with the cost in the event the *Village* is able to and does furnish copies of all or any portion of the record. Prior to certifying a copy of any record or portion thereof, the Village Clerk or her designee shall make all necessary corrections in order that the copy is a true and correct copy of the record, or those portions requested, and shall make a charge as provided.

§ 4.7 Enforcement.

A. It shall be the duty of the *Building Official*, ~~Plan Examiner~~Planning and Zoning Official, and *Code Enforcement Officer* to enforce the provisions of these regulations, and to refuse to issue any permit for any building or for the use of any premises, which would violate any of the provisions of these regulations. It shall also be the duty of all officers and employees of the *Village* and especially all members of the *Police Department*, to assist by reporting to the *Village Manager* any apparent violation in new construction, reconstruction, or land use.

B. For the purpose of inspection, the *Building Official* and *Code Enforcement Officer* or their authorized representatives shall have free access to materials and work at all times and shall have the power to stop work pending investigation as to materials, work, grades, use, and other provisions of these regulations.

C. The Building Official, ~~Plan Examiner~~Planning and Zoning Official, and Code Enforcement Officer are authorized, where deemed necessary for enforcement of these regulations, to request the execution of an agreement for recording.

D. In case any *Building* is erected, constructed, reconstructed, altered, repaired, or converted, or any building or land is used in violation of these regulations, the Building Official and Code Enforcement Officer is authorized and directed to institute any appropriate legal action to put an end to such violation.

§ 4.8 Penalties and remedies for violations.

Any person or corporation who violates any of the provisions of these regulations or fails to comply therewith or with any of the requirements thereof, or who shall build or alter any building in violation of any detailed statement or plan submitted and approved hereunder, shall be guilty of a misdemeanor and may be punished by the maximum penalty permitted under §*Section 10.99* of the Code of Ordinances. Each day such violation shall be permitted to exist shall constitute a separate offense. The owner or owners of any building or premises, or part thereof, where anything in violation of these regulations shall be placed or shall exist, and any architect, builder, contractor, agent, person, or corporation employed in connection therewith who has assisted in the commission of any such violation shall be guilty of a separate offense, and upon conviction shall be fined as hereinbefore provided and according to a schedule adopted by the Village Commission.

DIVISION 2, ~~COMMISSION, BOARD, AND ADMINISTRATIVE OFFICIALS~~DECISION-MAKING AND ADMINISTRATIVE BODIES AND OFFICIALS

§ 4.9 Village Commission.

A. *Powers and duties.*

In addition to any authority granted to the *Village Commissioners* by state law or *Village* ordinance, the Village Commissioners shall have the following powers and duties:

1. Enter into development agreements, as provided by state law.
2. Approve final plats prior to recording.
3. Adopt and/or amend the North Bay Village *Comprehensive Plan*.
4. Initiate, review, and adopt amendments to the Unified Land Development Code of North Bay Village and the North Bay Village Code of Ordinances.
5. Approve variances to Unified Land Development Code of North Bay Village.

6. Take such other action as the Commissioners may deem necessary to implement the provisions of the Unified Land Development Code and the Comprehensive Plan.

B. *Action by Village Commission.*

1. Before action is taken by the *Village Commission* on any petition the Commission shall consider the recommendations and reports of the *Planning and Zoning Board* and of the *Building Official* and ~~Plan Examiner~~Planning and Zoning Official.

2. If an application is before the *Village Commission* pursuant to this ~~s~~Section, accompanied by a *Planning and Zoning Board* recommendation, the Commission shall have authority to consider and take final action upon any and all matters and requests contained in the application.

3. If the *Planning and Zoning Board* recommends, after a public hearing as described above, that the proposed amendment, supplement, change, variance, or use exception be disapproved by a unanimous vote of the full Planning and Zoning Board, such amendment, supplement, change, *Variance*, or use exception shall not become effective except by a favorable vote of at least 4/5 of all of the members of the *Village Commission*.

4. In making any final decision, the Commission shall be guided by these regulations and the purposes thereof stated in ~~§1.5~~ *Section 1.4*, and by sound comprehensive planning and zoning principles, and may take any action within the confines of such guides and standards.

5. The action of the *Commission* may impose conditions or be more restrictive than any petition being considered.

6. No further variances may be granted without prior notice and hearing before the *Planning and Zoning Board*.

7. When any final action has been taken by the *Village Commission*, its record together with a certified copy of its minutes and the motion pertaining to such action shall be transmitted to the *Building Official,* ~~and Plan Examiner~~ Planning and Zoning Official, and other relevant Village departments, and shall be open to the public for inspection during the normal hours of business for *Village Hall*.

8. At maximum intervals of five years, review the recommendations of the *Planning & Zoning Board* in regard to their review of the provisions of the Unified Land Development Code, the Comprehensive Plan and land use maps and the *Zoning District Map*, and adopt the necessary revisions.

C. *Quorum.*

A majority of the members of the *Village Commission* constitutes a quorum. Except in the case of an emergency ordinance, which requires four affirmative votes, an affirmative vote of a majority of a quorum present shall be necessary to enact the ordinance.

§ 4.10 Planning and Zoning Board.

A. *Establishment and purpose.*

The Planning and Zoning Board has been created to recommend to the *Village Commission* on all matters within the general purview of planning, zoning, and development. This authority and duty include the following:

1. Consider and recommend to the *Village Commission* as to all petitions for amendments, changes, or supplements to this code, special exceptions, or variances thereto.
2. Consider and recommend to the *Village Commission* as to all petitions for changes in the district boundaries of the land use maps in the *Comprehensive Plan*.
3. Prepare, or recommend, special studies on the location, adequacy, and conditions of specific facilities in North Bay Village, including, for example, studies on recreational facilities, historic buildings, etc.
4. Review and recommend to the *Village Commission* upon all petitions for development orders. In reviewing site plans for development, the Planning and Zoning Board must consider and abide by the provisions of ~~Chapter 9~~ *Chapter 5*.
5. Review and recommend whether specified proposed development conforms to the objectives and policies of the North Bay Village *Comprehensive Plan*.
6. Conduct such hearings as may be required to gather information to render decisions or make recommendations to the *Village Commission*.
7. At maximum intervals of five years, review the provisions of the Unified Land Development Code, the *Comprehensive Plan* and land use maps and the *Zoning District Map*, and forward the results of the review to the *Village Commission* at a public meeting.

B. *Officers.*

1. The members of the board shall elect annually, at the first meeting of the calendar year, by majority vote, a chair and vice-chair from among its members. The chair shall be the presiding officer; the vice-chair shall preside in the absence or disqualification of the chair.
2. The *Village Manager* will provide secretarial staff to the board as needed. Professional service advisors may be utilized as determined by the *Village Commission*.
3. The *Village Mayor* and *Village Manager* shall serve as ex-officio members; however, their participation shall be limited to discussion only. They may not vote or otherwise participate in making recommendations to the *Village Commission*.

C. *Board membership.*

1. General requirements for membership and election of office for the *Planning and Zoning Board* are described below.
2. Membership of the board will consist of five members to be appointed by the *Village*

Commission. Members shall be appointed for a term of two years, coinciding with the term of office of Village Commissioners.

3. The members shall be qualified electors of the *Village* as defined in the *Village Charter*.

4. The members shall be, and shall remain during their respective terms of office, residents of the *Village*. When a seat becomes vacant on the board, a successor shall be appointed by the *Commission* to fill the unexpired term.

5. The *Village Commission* can remove any member from the Planning and Zoning Board by majority vote of the Commission.

D. *Meetings.*

The Planning and Zoning Board shall hold regular monthly meetings and may hold special meetings at any other time. Special meetings shall be held on written request of the ~~chairman~~ chairperson and notices shall be mailed three (3) days prior to the special meeting. In the event the ~~chairman~~ chairperson fails to call a special meeting, upon request of any board member, a special meeting ~~shall~~ may be held upon written call of two (2) other members of the board, provided that notices shall be mailed three (3) days prior to the called meeting.

E. *Quorum and voting.*

The physical presence of three (3) members constitutes a quorum. A majority vote of the board shall be required on all decisions and recommendations to be made to the *Village Commission*.

F. *Authority, duties, and decisions.*

1. The Planning and Zoning Board as established in ~~Sections 32.30 through 32.34~~ *Sections 32. 40* through *32.42* of the Village Charter shall have the authority and duty to consider, act upon, and recommend to the *Village Commission* as to all petitions for amendments, changes, or supplements to these regulations; variances or special exceptions thereto; changes in the district boundaries of the *Zoning District Map*; petitions appealing an administrative decision and amendments to the *Comprehensive Plan*. The board shall also have the power to study and recommend to the *Village Commission* on all matters within the general purview of Comprehensive Planning and zoning.

2. Periodic review.
   It shall also be the duty of the Planning and Zoning Board, in cooperation with the *Village Attorney*, to continuously review the provisions of these regulations, the *Comprehensive Plan*, and the *Zoning District Map* to offer recommendations for the improvement thereof to the *Village Commission*. At maximum intervals of five years, these regulations, the Comprehensive Plan, and the Zoning District Map shall also be subject to a comprehensive review and a report thereof, with recommendations submitted jointly by the Planning and Zoning Board and the Village Attorney and shall be presented to the Village Commission at a public meeting.

3. Decisions.
   a. All recommendations of the Planning and Zoning Board shall be made by motion at a

public hearing of the board. Any member who has a special financial interest, direct or indirect, shall make that interest known and shall abstain from participation therein in any manner. Willful violation of this provision shall constitute malfeasance in office and shall render the action voidable by the Village Commission. No action shall be taken without a quorum, and majority vote of those present shall prevail.

b. The *Village Clerk* shall forward copies of all petitions to the Planning and Zoning Board, at least ~~two weeks~~ seven (7) days prior to the public hearing called for any such petition. The Planning and Zoning Board, or any of its members, may inspect the premises and area under consideration. Prior to making its recommendation the board shall consider the written recommendations thereon of the Planning and Zoning Official ~~*Building Official* and Plan Examiner~~.

c. After the public hearing, the report and recommendation of the Planning and Zoning Board shall be transmitted in writing to the *Village Commission* as a part of the record. The report of the Planning and Zoning Board shall include a recommendation on each and every request by the petitioner but shall not be necessarily limited by the scope of the petition.

§ 4.11 Code Enforcement. [REFER TO CHAPTER 153 OF THE CODE OF ORDINANCES]

§ 4.12 Village Manager.

The *Village Manager* is designated as the appointing manager of each of the Village's departments and serves as an ex-officio member of the *Planning and Zoning Board.*

§ 4.13 Planning and Zoning Official.

The Planning and Zoning Official shall serve as head of the ~~p~~Planning and ~~z~~Zoning ~~d~~Department. As such, ~~his~~ the duties of the Planning and Zoning Official shall include the following:

~~1~~A. Oversee the appropriate application of the provisions of this code and county and state laws as they pertain to this code.

~~2~~B. Receive all applications for development orders, ~~and~~ development permits, ~~s~~Special ~~a~~Area ~~p~~Plans (SAP)~~, SAP~~ and permits, warrants and waivers; review them for completeness, and initiate processing procedures.

~~3~~C. Ensure that a concurrency evaluation, when necessary, is conducted as part of the processing of each request for development permits and that the results of the evaluation are made a part of the application.

~~4~~D. Coordinate development review of a project, and project related materials to determine if it is consistent with the North Bay Village Unified Land Development Code, adopted *Comprehensive Plan*, and other applicable codes. The review is also meant to provide the applicant with input and assist the *Planning and Zoning Board* and *Village Commission* in their deliberation of the project.

~~5~~E. Assist the *Village Commission* and *Planning and Zoning Board* through staff reports and recommendations regarding applications for development orders, ~~s~~Special ~~a~~Area ~~p~~Plans, permits, and amendments to the Comprehensive Plan and Unified Land Development Code.

~~6~~F. Ensure appropriate interdepartmental coordination regarding the review and approval of tentative and final plats, final development orders, *SAP Permits*, and final development permits.

§ 4.14 Building Official.

The *Building Official* shall serve as head of the ~~b~~Building ~~d~~Department. As such, ~~his~~ the duties shall include overseeing the appropriate application of the provisions of the Florida ~~b~~Building cCode and county and state laws as they pertain to the ~~b~~Building cCode .

§ 4.15 Development Review Committee (DRC).

A. *Purpose and Intent.*

The purpose of the DRC is to provide a coordinated and integrated review of development applications. The intent of the DRC is to help identify and address technical issues and concerns related to development applications that will subsequently be heard by the Planning and Zoning Board and Village Commission, specifically, but not limited to, site plans.

B. *Composition.*

The DRC shall be composed of representatives from every Village department which typically is involved in the review, implementation, and/or enforcement of development approvals, including Planning and Zoning, Building, Public Works (including solid waste and recycling), Police/Code Enforcement, Parks and Recreation, as well as other departments and Village professional consultants as may be necessary and as may be determined by the Village Manager. Representatives from external agencies may be invited to review and provide input as part of DRC reviews, including but not limited to Miami-Dade Fire Rescue Department, Miami-Dade County Public Schools, Miami-Dade Regulatory and Economic Resources, Florida Department of Transportation. The Chairperson of the DRC shall be the Planning and Zoning Official or another designee of the Village Manager.

C. *Limitations.*

1. The review of projects and comments on development proposals by the DRC shall not be construed to be an approval of any project presented to the development review committee.
2. The comments and input provided by the DRC are not meant to be exhaustive nor address policy questions beyond compliance.
3. Additional comments, questions and requirements, may be raised by the Village Manager, the Planning and Zoning Board and the Village Commission.

D. *Review procedure.*

1. Members of the DRC will complete individual reviews of the development application.

2. A DRC meeting shall be scheduled to discuss the individual member reviews upon the completion of all reviews.

3. Meetings shall be noticed via the Village website and email blasts, and may be conducted virtually or in person.

4. The applicant for the development under review shall be invited to attend and may participate in the discussion, providing additional information or indication of how comments will be addressed.

5. Members of the public may attend the meeting and submit comments in writing, but verbal comments will not be solicited or allowed.

6. After the meeting, members of the DRC will submit their comments in writing to the Planning and Zoning Official, who in turn will communicate the comments (including any comments submitted by members of the public during the DRC meeting) to the applicant.

DIVISION 3, AMENDMENTS AND CHANGES TO UNIFIED LAND DEVELOPMENT CODE AND COMPREHENSIVE PLAN

§ 4.15~~5~~6 Amendments in general.

A. *General.*

The *Village Commission* may, from time to time, after public hearings before the *Planning and Zoning Board* and the Village Commission, amend or change the text or maps contained in the *Comprehensive Plan*, the district boundaries of the *Zoning District Map*, or the regulations established herein. Such amendments or changes shall be in general accord with sound principles of planning and zoning and with the purpose of these regulations.

B. *Process.*

1. Any person may apply to the *Village* to amend the Comprehensive Plan or this Unified Land Development Code.

2. When an application for an amendment is received, it shall be forwarded to the Planning and Zoning Board for its recommendation at least ten (10) days prior to the public hearing at which it will be heard.

3. The *Planning and Zoning Official* will forward ~~his~~ comments to the Planning and Zoning Board prior to the hearing.

4. The hearing by the Planning and Zoning Board on an amendment to the Comprehensive Plan shall be held as provided in *Section 4.16(B)* or *4.16(C)*, as applicable, and *4.16(D) of this ULDC* and in conformance with applicable state law.

5. After the hearing, the report and recommendation of the Planning and Zoning Board will

be transmitted to the Village Commission.

§ 4.167 Amendments to the Comprehensive Plan.

A. *Generally.*

Amendments to the Village's *Comprehensive Plan* shall be undertaken only in accordance with the provisions for such amendments as set forth in *Section 163.3184* Florida Statutes.

B. *Village initiated changes.*

1. The *Village Commission* may initiate amendments to the *Comprehensive Plan* pursuant to the provisions of *Section 163.3184*, Florida Statutes.

2. Approval of any change to the *Comprehensive Plan* shall require the affirmative vote of a majority of the members of the *Village Commission* present.

C. *Property owner-initiated changes.*

1. Changes involving land use boundaries or categories.

a. A request, by a ~~duly certified~~ property owner or ~~his~~ duly certified owner representative or agent, for a change in land use category or boundaries shall be considered only if owners of at least 51 percent of the property involved in the requested change submit to the *Village cClerk* a duly signed and notarized petition accompanied by the proper fee.

b. The *Planning and Zoning Official* ~~will~~ shall review the application for the requested change in land use boundary or category and make a determination whether or not the requested change qualifies as a small scale ~~development activity~~ plan amendment under the provisions set forth in *Section 163.3187(1)*, Florida Statutes.

(1) If the requested change qualifies as a small-scale ~~development activity~~ plan amendment under the provisions of *Section 163.3187(1)* Florida Statutes the *Village Clerk* ~~will~~ shall schedule the first required public hearing before the *Planning and Zoning Board*, acting as the *Local Planning Agency*, to be held not more than 60 days after the application submission is found to be complete. The Local Planning Agency shall make a recommendation to the *Village Commission*. Thereafter, the *Village* shall conduct the amendment process as provided for under the provisions of the *Community Planning Act*.

(2) If the requested change does not qualify as a small-scale ~~development activity~~ plan amendment under the provisions of *Section 163.3187(1)*, Florida Statutes, the *Planning and Zoning Official* ~~will so~~ shall notify the applicant and the *Village Clerk* ~~will~~ shall schedule the first required public hearing before the *Planning and Zoning Board*, acting as the *Local Planning Agency*, to be held not more than 60 days after the application submission is found to be complete. Thereafter, the *Village* shall conduct the amendment process as provided for under the provisions of the *Community Planning Act* governing the Expedited State Review Process.

c. Approval of any change in a land use category or boundary shall require the affirmative vote of a majority of the members of the *Village Commission* present.

d. *Reapplication*.
No property owner application for amendment to the *Comprehensive Plan* involving changes of land use boundaries or categories shall be filed less than one year after the date of disapproval by the *Village Commission* or conclusion of an appeal, whichever is later, of an application involving the same land or any portion thereof.

2. *Changes to the Comprehensive Plan not involving land use categories or boundaries.*

a. Any resident of the *Village* may request an amendment, not involving land use categories or boundaries, to the *Comprehensive Plan*.

b. Such requests shall be submitted, in writing, to the *Village Clerk*, accompanied by the reasoning and benefits expected to accrue to the *Village* as a result of the proposed change.

c. The *Village Clerk* shall forward the request to the *Village Commission* for its consideration.

d. If the *Village Commission* determines that the proposal warrants further consideration, it will schedule the proposal for consideration.

e. Approval of any change to the *Comprehensive Plan* shall require the affirmative vote of a majority of the members of the *Village Commission* present.

D. *Public hearings.*

Public hearings conducted to consider amendments to the *Comprehensive Plan* shall, at a minimum:

1. Comply with the requirements of state law.

2. Permit any person to submit written recommendations and comments before or during the hearing.

3. Permit a reasonable opportunity for interested persons to make oral statements.

E. *Expiration of application.*

A property owner initiated application to amend the *Comprehensive Plan* shall expire 180 days after written notice has been served by the *Planning and Zoning Official* to the applicant requesting that the applicant provide additional information or that the applicant needs to undertake a specific action(s) before the application can be further considered; provided that the applicant has not supplied the *Village* with the requested information, has not provided evidence to the Village ~~that has~~ about undertak~~en~~ing the specific action(s) set forth in the written notice, or has not requested, in writing, an extension.

§ 4.17~~8~~ Amendments to the Unified Land Development Code.

A. *Spot zoning.*

1. Prohibited.

Spot zoning shall be prohibited with regard to all amendments or changes in the district boundaries of the *Zoning District Map* or these regulations.

2. Defined.
Spot zoning, for the purposes of these regulations, is defined as having one or more of the characteristics set forth in subsections a – c.

a. Individuals seeking to have property rezoned for their private use, with the application showing little or no evidence of one or more of the following:

(1) ~~c~~Consideration of the general welfare of the public;

(2) ~~t~~The effect on the surrounding property (including adequate buffers);

(3) ~~w~~Whether all uses permitted in the classification sought are appropriate to the location proposed; or

(4) ~~or c~~Conformity to generally accepted *Comprehensive Plan*ning and zoning principles (including alterations to the population density patterns and increase of load on utilities, schools, and traffic)~~;~~.

b. The proposed change is not in conformity with the *Comprehensive Plan*.

c. The proposed rezoning would grant privileges not generally extended to any property similarly located in the area.

B. *Amendments rezoning property or substantially changing the uses permitted in zoning districts.*

1. Conditions for approval. No proposed zoning amendment 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.

2. Reconsideration of district boundary changes. When a proposed change in *District Boundaries* has been acted upon by the *Village Commission* and disapproved or failed of passage, such proposed change, in the same or substantially similar form, shall not

be reconsidered by the Village Commission for a period of at least six (6) months following the date of such action.

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*.

1. Procedures to permit minor deviations from uses allowed in the Urban Core Zone by Warrant, are set forth in Chapter 15, *Section 15.1*.

CHAPTER 5, PERMITS AND DEVELOPMENT APPROVALS

§ 5.1 - Purpose and intent.

The purpose of this ~~c~~Chapter is to set forth the application and review procedures required to obtain development orders and certain types of permits; to establish regulations, procedures and standards for review and approval of all proposed development in the *Village* and to adopt a development review process that is efficient in terms of time and expense; effective in addressing the natural resource and public facility implications of proposed development; and, equitable with regard to established regulations and procedures, respect the rights of property owners and consideration of the interest of the citizens of the *Village*.

§ 5.2 - Development permit required.

No development allowed by this Code, including *Accessory Use* and temporary uses, shall be established, or changed, no *Structure* shall be erected, constructed, reconstructed, altered, or moved and no building used, occupied, or altered with respect to its use after the effective date of adoption of this Unified Land Development Code until there is on file in the *Village* an approved development order for said action. Nothing herein shall relieve any applicant of the additional responsibility of obtaining any permit(s) required by any applicable statute, ordinance, or regulation in compliance with all of the terms of this Unified Land Development Code or any other applicable laws.

A. *Special Area Plan Permit.*

All development within an approved ~~s~~Special ~~a~~Area ~~p~~Plan (SAP) shall be reviewed and approved through an SAP permit. In addition, all other permits necessary to develop property within the project, such as *Warrants*, *Waivers*, *Variances*, and Exceptions, shall be approved consistent with the approved SAP and provisions of this Code, and subject to the equivalent fee to those established by this Chapter and the Village *Code of Ordinances*.

B. *Review and approval process.*

1. The *Planning and Zoning Official* shall review each submitted application for an *SAP permit* for completeness within seven (7) business days of receipt. Upon verification by the Planning and Zoning Official, the application shall be reviewed for consistency with the approved SAP plan, design guidelines, development agreement, the North Bay Village Unified Land Development Code and *Comprehensive Plan*.
    a. Approvals shall be granted when the application is consistent with the SAP, design guidelines, development agreement, the North Bay Village Unified Land Development Code and Comprehensive Plan, as applicable. Conditional approvals shall be issued when the application requires conditions in order to be found consistent with the SAP, inclusive design guidelines, development agreement, the North Bay Village Unified Land Development Code and Comprehensive Plan, as applicable. Denials of applications shall be issued if, after conditions and safeguards have been considered, the application still is inconsistent with the SAP, design guidelines, development agreement, the North Bay Village Unified Land

Development Code and Comprehensive Plan, as applicable. The decision of the *Planning and Zoning Official* shall include an explanation of the Code requirements for an appeal of the decision.

b. An *SAP Permit* shall be valid for a period of two (2) years during which time a building permit or Certificate of Use must be obtained. This excludes a demolition or landscape permit. A one (1) time extension, for a period not to exceed an additional year, may be obtained if approved administratively by the *Village Manager* upon written request by the Applicant and subject to the equivalent fee to those established by the Village Code.

2. Depending on the scope of the SAP permit application, the *Planning and Zoning Official* may request a coordinated development review of the application and may refer the application to the *Planning and Zoning Board* and *Village Commission* for review and approval.

C. *Appeal of an SAP Permit*

1. Appeal of the determination of the *Planning and Zoning Official* shall be in compliance with the procedures set forth in Chapter 4 – Administration and Enforcement, *Section 4.4*, and *Section 4.5*, of this Code.

D. *Modifications to a previously approved SAP Permit*

1. All applications for modifications of an approved SAP Permit shall be submitted in writing to the *Planning and Zoning Official* explaining the need for corrections and accompanied by any required fees established by the *Village* adopted *Fee Schedule*. Except for minor modifications, the permit may be amended only pursuant to the procedures and standards established for its original approval. The *Planning and Zoning Official* shall review criteria established in Village Unified Land Development Code to determine the degree of the modification.

2. Minor modifications shall be reviewed for compliance with the regulating plan, design guidelines, development agreement, the North Bay Village Unified Land Development Code and *Comprehensive Plan*, as applicable. If found to be in compliance, the *Planning and Zoning Official* shall grant the application for minor modification.

DIVISION I, PROCEDURES FOR OBTAINING DEVELOPMENT ORDERS

§ 5.3 – Application required.

Application for any development order shall be made in writing on the appropriate form obtained from the *Village Clerk* and shall be made by the owner(s) of the property for which the action is being requested or by ~~his~~ the authorized owner's representative or agent.

A. Complete applications required.

1. Completeness Determination. An application for any review under Division shall be submitted in the appropriate format and shall contain all information required by this article. Upon receipt of an application, the Planning and Zoning Official shall review such application for completeness.

a. The Planning and Zoning Official shall return to the applicant any application found not to be complete, with a specific list of missing items or other deficiencies.

b. If an application is found to be complete, the Planning and Zoning Official shall submit it for processing in accordance with this Code.

2. Filing Fee Required. No application shall be considered complete unless accompanied by the proper filing fee.

B. Multiple reviews.

Projects may require completion of various separate but related procedures in order to secure final approval. Compliance with all applicable procedural and application requirements set forth in this ULDC is required for the following types of applications:

1. Rezoning and Text Amendments, including SAPs
2. Subdivision/Platting
3. Use Exception
4. Variances
5. Site Plan Reviews
6. Administrative Warrants and Waivers

C. Separate and combined applications.

A separate application shall be required for each request listed above, but all applications related to the same project may be submitted together and processed concurrently or sequentially, as may be appropriate in regards to the timing of each.

§ 5.4 – Designation as minor or major development.

At the time the owner or ~~his~~ authorized owner's representative or agent requests an application for development order, the ~~department~~ Planning and Zoning Official shall determine whether the proposed project constitutes a minor development 1, minor development 2, or major development.

A. Minor development 1.

1. A development will be designated a minor development 1 if it contains two (2) or fewer *Dwelling Units* or not more than 299 square feet of commercial use.
2. Minor development 1 projects will be reviewed and approved administratively by the ~~*Building Official*~~ *Planning and Zoning Official* or designee.

B. Minor development 2.

1. A development will be designated a minor development 2 if it contains from three (3) to

six (6) *Dwelling Units* or from 300 to 10,000 square feet of commercial use.

2. Minor development 2 projects will be heard at public hearings before the *Planning and Zoning Board* and the *Village Commission*.

C. *Major development.*

1. A development shall be designated as a major development if it contains seven (7) or more *Dwelling Units* or more than 10,000 square feet of commercial use.

2. Major development projects will be heard at public hearings before the *Planning and Zoning Board* and the *Village Commission*.

D. *Government uses and facilities.*

1. The Village Commission may, at its discretion, exempt government-provided uses or facilities developed by the Village, or through an agent of the Village, on public property from the review requirements of this Division.

§ 5.5 – Basic application requirements for all developments.

~~Five (5) copies of t~~The following basic materials shall be submitted electronically to the *Planning and Zoning Official* before any application for a development order shall be reviewed and deemed complete by the Planning and Zoning Official. A detailed *Checklist* shall be provided to the Applicant by the Planning and Zoning Official.

A. The Village's standard application forms, completed, signed by all property owners or their designated agents, and notarized. 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.

B. A *Survey* at a scale of not less than one-inch equals 40 feet, prepared by a registered land surveyor and not more than one (1) year old and including the legal description of the property, all *Easements*, and *Rights-of-Way*.

C. Except for a single-family residence, a site plan to include physical features in or adjoining the site, as described in Sec. 5.8, proposed driveways, *Alleys*, *Off-Street Parking* and *Loading Areas*, storm drainage, sanitary sewer facilities, and lighting systems.

D. Preliminary floor plans and elevations of proposed buildings at not less than 1/16-inch scale.

E. Location, height, and type of all proposed *Buildings*, *Walls*, *Signs*, landscaping, and *Open Space*. Tabular project summary including total acreage, project density and floor area ratio (FAR), *Lot Coverage*, open space, and number of parking spaces. If *Variances*, *Use Exceptions*, *Waivers*, and *Warrants* are being requested, the extent of these variances from requirements shall be noted.

F. Level of service assessment report prepared pursuant to ~~(See~~ Division 2, *Section 5.17* through *Section 5.20*~~)~~.

G. Development approval fees, cost recovery deposit pursuant to *Section 5.12* and all other fees set forth in per the Village's adopted *Fee Schedule*, as may be amended from time to

time.

H. Preliminary civil engineering plans, including at a minimum, schematics of proposed water and sewer distribution, signing and pavement markings, grading, stormwater management plans, drawn, signed and sealed by a professional engineer following the standards and guidelines provided by the Village's Public Work Department. Preliminary stormwater calculations shall be submitted demonstrating compliance with the standards and requirements of Division 7, Chapter 9 of this ULDC.

I. Existing tree survey and tree disposition plan (if applicable) along with proposed landscape plans drawn, signed and sealed by a Florida registered architect or landscape architect, including but not limited to proposed plant lists, maintenance plan, planting details, hardscape materials, site lighting, and site furnishings.

J. Green building program compliance documentation per Sec. 8.22.

K. Documentation of existing, approved plat.

L. Opinion of Title, if applicable.

§ 5.6 – Major development application requirements.

In addition to the basic application requirements of *Section 5.5*, ~~five (5) copies of~~ the following documents may be required by the Planning and Zoning Official to accompany an application for a major development permit:

A. Development impact study which shall demonstrate whether the impact of the proposed development is favorable, adverse, or neutral on the economy, public services, infrastructure, environment, and housing supply of the Village.

1. Transportation impact analysis (TIS). A TIS shall be required for all applications for projects consisting of more than twenty (20) residential units, or more than seven thousand (7,000) sq. ft. of commercial space, unless the applicant secures a waiver as provided below.

a. When required, the TIS shall be used to determine, among other things and without limitation, the transportation impacts that a project will create, with a traffic methodology approved by the Planning and Zoning Official or a designee, and ways to mitigate both the number of vehicle trips and the vehicle miles traveled to and from the project proposed in the application including drawings of such mitigation proposals when required by the Planning and Zoning Official.

b. The Planning and Zoning Official may require a TIS for projects consisting of less than the thresholds set forth above, if it is determined that the application has an impact on roadway or transportation networks that justifies such an analysis as part of the application process.

c. Alternatively, the Planning and Zoning Official may waive the requirement of a transportation impact analysis if an application proposes a project generating less than seventy-five (75) vehicle trips per day, or it is determined that any roadway or

transportation impacts could be resolved during concurrency review or will produce de minimis impact (i.e., less than 1%).

d. The analysis may be discussed with the Planning and Zoning Official or a designee during a pre-application meeting. and a Memorandum of Understanding may be entered into to define the methodology and parameters of the transportation impact analysis. Trip generation rates shall be taken from professionally recognized sources.

2. Environmental impact studies, soil assessments, and other types of studies prepared by a registered professional may be required based on existing characteristics or conditions of the site or on the type or scope of the proposed project.

3. The Village Commission, Planning and Zoning Board, Village Manager or designee, shall have the same authority as the Planning and Zoning Official to require any type of impact analysis, including but not limited to a TIS when an application is presented to them for review.

B. Description of the relationship of the proposed project to surrounding, existing, and proposed future land uses, and to existing zoning, and the Village's *Comprehensive Plan*.

C. Listing of any special permits, variance, or exemptions or any other *Village* ordinance that may be required.

§ 5.7 – Review of development plan.

A. Within fifteen (15) working days of receipt of a petition for development plan approval the ~~Building Official~~ *Planning and Zoning Official* shall:

1. Determine whether or not the information is complete or incomplete, and if incomplete inform the applicant in writing of the deficiencies. The applicant may submit an amended plan within ten (10) days without payment of a reapplication *Fee*.

2. ~~Determine that~~ If the petition is complete.

a. If the petition is for a minor development, approve or disapprove the application.

b. If for a major development, proceed with the following procedures.

B. Prepare a written report setting forth the factual conclusions and:

1. Recommend that the petition be approved or approved with conditions.

2. Recommend that the proposed development permit be denied; or

3. Recommend that the petition be denied unless specific modifications are made. The modifications shall be described in sufficient detail and exactness to allow the Applicant to amend ~~his~~ the request accordingly.

C. Review by *Planning and Zoning Board* and *Village Commission*.

1. Site plans for projects designated as Minor development 2 and Major development per Sec. 5.4 of this ULDC shall be reviewed by the Planning and Zoning Board and the Village Commission.

2. Determination of readiness for public hearing shall be at the discretion of the Planning and Zoning Official based on technical staff review and the satisfaction of all their comments and of the Village Clerk, subject to notice, compliance, posting, mailing, and cost recovery.

3. Determination of the number of paper copies to be submitted by the applicant for each public hearing shall be satisfied at the discretion of the Village Clerk.

4. In reviewing site plans for development, the Planning and Zoning Board and the Village Commission must consider and abide by the provisions of *Chapter 9*.

5. The review by the *Planning and Zoning Board* and *Village Commission* shall attempt to establish that the proposed development or redevelopment conforms to all applicable provisions of the building and zoning regulations of the *Village* and the *Florida Building Code*; and that the proposed development or redevelopment has a design and arrangement which:

   a. Protects against and minimizes any undesirable effects upon contiguous and nearby property.

   b. 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.

   c. Provides sufficient *Setbacks*, *Open Space*, and landscaping in order to protect and enhance the appearance and character of the neighborhood.

   d. Can be accommodated by existing community roads, services, and *Utilities*, or the necessary additions are provided by the developer.

6. The review of a site plan does not indicate or imply approval of the working drawings (plans) and specifications required for the building permit.

7. Requests for *Variances*, use exceptions, *Warrants*, and *Waivers* shall require a separate public hearing.

§ 5.8 – Site plan review approvals~~, site plan and model required~~.

A. ~~Site plan and model required~~.

~~For any proposed development or redevelopment within the *Village* other than a single-family residence, a site plan and a digital visualization or virtual reality computer model, or an architectural model built to scale, shall be furnished to the *Village Manager* or his/her a designee. Within ten (10) days prior to the *Planning and Zoning Board* public hearing, the applicant shall make available for view a computer model or an architectural model and photographs depicting same. 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 and any computer model shall become part of the public records. Any computer or architectural model shall demonstrate the proposed structure as well as existing structures on either side. The a~~Applicant shall affirmatively

~~demonstrate that no setback for the new *Structure* shall conflict with the existing or approved structure on either side of the proposed structure.~~

~~*B.* *Site plan requirements.*~~

Approval of ~~the~~ a site plan shall meet the requirements of *Section 4.2*. The site plan shall include, but not be necessarily limited to, the following information ~~material~~ which shall be listed, along with any other required documentation, in a checklist maintained by the Planning and Zoning Official. Site plans shall ~~including~~ conforma~~nce~~ with all applicable State laws and those of Miami-Dade County.

1. The title of the proposed project and the name of the site planner, engineer, architect, landscape architect, developer, and owner.
2. The north point, scale (1/16 inch to the foot, or larger), and date of preparation of the site plan.
3. Existing and proposed zoning *District Boundaries*.
4. Existing *Easements* (with the ownerships thereof noted on the plan), *Property Lines*, *Streets*, *Building*, and other physical features in or adjoining the project.
5. Proposed *Streets*, *Alleys*, driveways, walkways, curb cuts, *Off-Street Parking Spaces*, *Loading Areas*, outdoor lighting systems, storm drainage, and sanitary sewer facilities.
6. Preliminary floor plans of typical floors and elevations of any proposed building according to a 1/16-inch scale.
7. Location, height, and type of all proposed *Buildings*, *Structures*, *Uses*, *Signs*, *Fences*, *Walls*, landscaping, and *Open Space*.
8. Tabular project summary, indicating the total acreage, plot area density, *Lot Coverage*, *Open Space*, and *Off-Street Parking Spaces*. If *Variances* are being sought, the extent of those variances from the requirements of this chapter shall be included within the tabular summary.

B. Visualizations.

1. At least ten (10) days prior to the *Planning and Zoning Board* public hearing, the applicant for a site plan shall submit the following in a format suitable for easy display to and access by the public:

   a. A minimum of three (3) digital visualizations, virtual reality computer model, or an actual architectural model of the project built to scale. Color renderings shall provide visualization of the massing, shape, design, texture, and scale of proposed buildings and landscaping. All visualizations, digital or physical, shall demonstrate the proposed structure(s) in context with existing structures on adjacent/surrounding properties.

   b. If the proposed building is more than 150 feet in height, a professionally prepared shadow study, analyzing shadows for the solstice and equinox at 9:00 A.M., 12:00 Noon, and 3:00 P.M., occurring on the following dates: Junes 21st or 22nd (summer

solstice), September 21st and March 21st (winter solstice). The shadow study shall utilize the correct sun angle altitude and azimuth, with sun direction clearly illustrated, and shall show all properties impacted by project shadows.

2. All visualizations and/or photographs of any architectural model submitted shall become part of the public record of the project.

3. 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*.

~~10. Review by Planning and Zoning Board and Village Commission.~~

~~a. Site plans for a building(s) or buildings which contain more than two (2) Dwelling Units, or more than 299 square feet of commercial or office space shall be reviewed by the Planning and Zoning Board and the Village Commission.~~

~~b. In reviewing site plans for development, the Planning and Zoning Board and the Village Commission must consider and abide by the provisions of Chapter 9.~~

~~c. The review by the Planning and Zoning Board and Village Commission shall attempt to establish that the proposed development or redevelopment conforms to all applicable provisions of the building and zoning regulations of the Village and the Florida Building Code; and that the proposed development or redevelopment has a design and arrangement which:~~

~~(1) Protects against and minimizes any undesirable effects upon contiguous and nearby property.~~

~~(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.~~

~~(3) Provides a sufficient Setbacks, Open Space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.~~

~~(4) Can be accommodated by existing community roads, services, and Utilities, or the necessary additions are provided by the developer.~~

~~d. The review of a site plan does not indicate or imply approval of the working drawings (plans) and specifications required for the building permit.~~

~~e. Requests for Variances, use exceptions, Warrants, and Waivers shall require a separate public hearing.~~

§ 5.9 – Waterfront sites.

Any proposed development or redevelopment that involves a waterfront site must obtain approval from Miami-Dade County *Shoreline Review Committee* pursuant to the provisions of Sec. 9.11 of this ULDC.

§ 5.10 – Administrative approval of site plan modification.

A. Authority and applicability.

An amendment to a site plan that has been approved by the *Planning and Zoning Board* and the *Village Commission* pursuant to *Sections 4.2* and *5.8* may be approved by the *Village Manager* upon recommendation of the Village *Planning and Zoning Official* without further review or approval by any such body, if it falls under one or more of the following categories ~~as follows~~:

1. Any modification to the overall combination of unit types within the *Building(s)* shown on the approved site plan or any increase in the total number of units, provided that the additional total number of units does not exceed five percent (5%) of the total number of *Dwelling Units* of the approved site plan and the resulting total number of units does not exceed the allowable density under the North Bay Village's Unified Land Development Code.

2. Any modification to increase the size of any units shown on the approved site plan provided that the modification is consistent and is not in violation of the North Bay Village's Unified Land Development Code. Further, the total *Floor Area* for the site plan modification shall not exceed ten percent of the approved site plan after deducting any increase in total floor area directly attributed to bringing unit sizes into compliance with the current minimum unit size set forth in the North Bay Village's Unified Land Development Code. Any increase in the number or in the size of units will be subject to review in order to determine if *Concurrency* requirements are met.

3. Any modification to increase or decrease the floor-to-ceiling dimensions of any individual floor within the approved site plan, provided that the modification complies with the North Bay Village's Unified Land Development Code and does not result in a modification of the number of floors for the approved site plan.

4. Any modification to increase or decrease the number of parking spaces or loading spaces within the approved site plan made in order to conform the *Off-Street Parking* or loading of the approved site plan to any modification of a nature described in subparagraphs A.1 or A.2, preceding, provided that the modification shall be substantially consistent with the approved site plan and not in violation of the North Bay Village's Land Development Code or any applicable state of federal law.

5. Any modification to the footprint of any *Building* shown on the approved site plan provided that the modification does not change the generalized location of the building(s) shown on the approved site plan nor conflict with buffering requirements and is not in violation of the North Bay Village's *Code of Ordinances*.

6. See also *Warrants* and *Waivers* set forth in Chapter 15, *Section 15.1.H*.

B. Limitations.

Any modifications approved by the *Village Manager* upon recommendation of the *Village Planning and Zoning Official* pursuant to *Section 5.9* shall be subject to the following

limitations:

1. Any modification to an approved site plan not expressly authorized under Section 5.9 shall require review and approval in accordance with the requirements and procedures for review and approval of a new site plan, as set forth in *Section 5.8*.

2. Modifications to an approved site plan approved pursuant to *Section 5.9* shall take effect upon approval by the *Village Manager*, upon recommendation of the Village *Planning and Zoning Official*.

C. *Procedure.*

1. Complete applications for an administrative approval of site plan modification shall be submitted electronically to the *Planning and Zoning Official* or a designee in an application form provided by the *Village*, with copy to the Village Clerk. The Planning and Zoning Official may also request paper copies of certain documents.

2. To be deemed complete, an application shall include:

   a. Documentation of a previously approved site plan/development order.

   b. A *Certified Land Survey* dated within two (2) years of the filing date of the administrative adjustment application, reflecting all current conditions.

   c. Accurately dimensioned plans showing the proposed modification(s).

   d. Additional plans and/or studies as may be required by the Planning and Zoning Official, based on the scope of the proposed modification(s).

   e. A letter of intent explaining the nature of and rationale for the proposed modification(s); evidence that the request complies with subsection A. of this section; and other pertinent information. Insufficient justification may result in denial of the application.

   e. Filing fees and cost recovery deposit (Refer to the most current North Bay Village *Fee Schedule*).

3. The Planning and Zoning Official shall review the application for completeness, and a completeness or incompleteness memo is prepared, accordingly. The file will be placed on hold and will not be processed further until the applicant responds to an incompleteness determination.

4. Notice of a site plan modification request shall be mailed by the applicant to property owners within the same radius as those notified of the original approval hearing, on a form provided by the Village Planning and Zoning Official. The notification shall:

   a. Accurately describe the modification(s) and the reason(s) for the request, and provide options for viewing the proposal and for supporting it or objecting to it.

   b. Be sent via first class mail, return receipt requested, to property owners of record, as reflected on the latest Miami-Dade County Property Appraiser's tax roll.

5. The applicant shall present proof to the Planning and Zoning Official that a notification

meeting the above-listed requirements has been sent, including all return receipts and responses, if any. A US Postal Service return of the notice as undeliverable shall be considered acceptable proof.

6. Once the application has been deemed complete, it may be referred for development review if the Planning and Zoning Official determines such multidisciplinary review is necessary. A consolidated set of development review comments shall be issued in writing. In response, the applicant may modify the request, plans or supporting documentation. The applicant may also request a meeting with the Planning and Zoning Official or members of the development review team to discuss revisions or additional information regarding the application.

7. After comments are addressed by the applicant, the Planning and Zoning Official shall issue written findings and a recommendation to the Village Manager regarding the applicable criteria and any other applicable regulations.

8. The findings and recommendation shall be used by the Village Manager to approve, approve with conditions, or deny the application for site plan modification.

C. ~~Courtesy notification of an approved site plan modification review will be given to property owners subject to the requirements of Section 4.4.A., hearing and notices, of the North Bay Village's Unified Land Development Code.~~ Notification for Warrants and Waivers shall be in compliance with procedures established in Chapter 15, *Section 15.1.H*.

§ 5.10~~1~~1 – Expiration of site plan approval.

Site plans approved in accordance with these regulations shall expire two (2) years 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 a full building permit within the time frames set forth above.

§ 5.11~~2~~2 – Building permits.

While both development permits and development orders are considered development orders by state law, building permits are distinguished in this Code as approvals for actual construction or installation.

A. *Authority*

The ~~South~~ *Florida Building Code* has been adopted by North Bay Village as the "Building Code of North Bay Village." All applications for building permits shall be submitted to and processed by the *Building Official*.

B. *Requirements and conditions*.

The following requirements shall be met prior to the processing of any application for a building permit.

1. All petitions must be accompanied by two sets of plans and specifications prepared in accordance with the requirements of the ~~South~~ *Florida Building Code*. The plans must include a survey prepared by a registered land surveyor.
2. Petitions must include a level of service assessment (see *Section 5.18*).
3. Petitions for development or redevelopment other than for a single-family residence must contain a site plan which contains:
   a. Existing and proposed future land use and *Zoning District Boundaries*.
   b. Existing *Easements* and all physical features in or adjoining the project.
   c. Proposed *Streets*, *Alleys*, curb cuts, *Off-Street Parking* spaces, *Loading Areas*, outdoor lighting, storm drainage, and sanitary sewer facilities.
   d. Tabular project summary indicating *Lot Area*, building area, density, and *Off-Street Parking* spaces.
   e. Location, type, height of all proposed *Buildings*, *Signs*, *Fences*, landscaping, and *Open Space*.
   f. Petitions must be accompanied by the appropriate filing fee as set forth in *Section 5.12*.

§ 5.1~~2~~3 - Filing fees, charges for consultant services, and escrow account.

A. *Consultants.*
1. The *Village Manager* and/or ~~his/her~~ designee as part of the review of any development application presented to the *Village*, may refer any such application to such engineering, planning, legal, technical, environmental, or other professional(s) consultants employed or retained by the Village ("consultant(s)") as the ~~m~~Manager shall deem reasonably necessary to enable ~~him/her to~~ the review such application as required by law.
2. Charges made by such consultants shall be made in accordance with the charges customarily made for such services in Miami-Dade County, and pursuant to an existing contractual agreement by and between the *Village* and the consultant.
3. The consultant's services shall be charged at the hourly rates specified in the particular consultant's agreement with the *Village*. The Village shall provide the applicant with a copy of the consultant's invoice for any services charged against the applicant's cost recovery deposit.

B. *Cost recovery established.*
1. The applicant shall reimburse the *Village* for the actual cost of ~~C~~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 *Fee* shall be in addition to any and all other fees required by law, rule, or regulation of the Village Code.

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 ~~s~~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 (½) 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.

D. *Review of consultant's charges*.

Upon a determination by the *Village Manager* or ~~his/her~~ designee that there has been a miscalculation concerning a consultant's *Fee*, the Village Manager or ~~his/her~~ designee is authorized to review the charges and issue a credit or refund a portion of the cost recovery deposit.

E. *Fees.*

Filing fees, cost recovery deposits and fees for copies and other services are listed in *Fee Schedule* as set forth by the *Village Manager* and adopted by Resolution of the *Village Commission*.

F. *Subsequent review and resubmission fees*.

1. A resubmission fee shall be required to be submitted by the applicant as specified in this ~~s~~Section.

2. If an application is deemed incomplete, is withdrawn prior to the hearing by the board or commission, is deemed withdrawn for failure to respond to a request for information

necessary for review, or suspended for nonpayment of required additional cost recovery *Fees* within the required timeframe, any subsequent submission shall be accompanied by a resubmission fee of ~~50~~ fifty percent (50%) of the original application filing fee.

3. Should the project be substantially changed or modified so that, in the opinion of the *Village Manager* or ~~his/her~~ designee it represents a new project on the same property, the resubmission fee shall be equal to the original filing fee appropriate to the particular project.

G. *Refund.*

1. *Fees.* All fees shall be deemed nonrefundable unless the refund request has been received prior to administrative review or public advertisement.

2. *Cost recovery escrow account.* Upon final approval or denial of an application, expiration of any applicable appeal period, and payment of all consultant charges, the *Village* shall refund to the applicant any funds remaining in the cost recovery escrow account.

~~§ 5.13 – Reserved.~~

§ 5.145 – Errors, violations, and permits erroneously issued.

A. The issuance or granting of a permit or approval of plans or specifications shall not be deemed or construed to be a permit for, or an approval of, any violation of any of the provisions of this ULDC. No permit presuming to give the authority to violate or cancel the provisions of this ULDC shall be valid except insofar as the work or use which it authorizes is lawful.

B. The issuance of a permit upon plans and specifications shall not prevent the *Building Official* from thereafter requiring the correction of errors in the plans and specifications or from preventing building operations being carried on there under when in violation of this ULDC, or any ordinance of the *Village*.

D. A permit issued through administrative error, in violation of this ULDC, or on the basis or incomplete or incorrect information supplied, shall give the permittee no vested rights and shall be suspendable or revocable by the *Building Official*, regardless of the source and nature of the defect.

E. When permits are issued through administrative error, it shall be called to the attention of the permit holder as soon as it is discovered. The situation shall be ~~voluntarily~~ corrected by the permit holder to the satisfaction of the *Village Administration* within a reasonable amount to time to be determined by the Administration. In the event of an unresolved dispute between the permit holder and the *Administration*, the permit holder shall have the right to an administrative appeal according to the procedures set forth in *Section 4.5*.

§ 5.15~~6~~ – Certificates of occupancy.

A. No premises shall be used and no *Building* hereafter erected or structurally altered shall be used, occupied, or changed in use until a certificate of occupancy and compliance has been

issued by the *Building Official* stating that the building or premises complies with the ~~South~~ *Florida Building Code* and the provisions of these regulations. In the event there is a question as to the nature or legality of a use, the Building Official shall require affidavits and such other information as he may deem appropriate or necessary to establish the nature and legality of the use before issuance of a certificate of occupancy.

B. No permanent or final electrical service will be permitted until a final certificate of occupancy has been issued.

C. Whenever a request has been made to the *Building Official* for the issuance of a certificate of occupancy, it shall be accompanied by a certificate of compliance consisting of affidavits from the building contractor (or owner-builder) responsible for the building and the architect or engineer whose seal appeared on the original and all supplementary plans filed in support of the application. The affidavits by the architect or engineer and the building contractor (or owner-builder), respectively, shall state affirmatively that the plans and specifications and all changes thereto are in compliance with, and that the buildings or structures have been substantially completed in accordance with, the ~~South~~ *Florida Building Code* and this ~~c~~Chapter or any variance thereto lawfully granted by the *Village Commission*.

D. Temporary certificates of occupancy may be issued for commercial or multi-family *Structures* for purposes of testing. No temporary certificate of occupancy may be issued for a single-family residence. No occupancy of a single-family residence shall be permitted until a final certificate of occupancy has been issued.

E. The *Building Official* shall not issue any certificate of occupancy for any new or remodeled or otherwise structurally altered building without first receiving the certificate of compliance as set forth in subparagraph C, above. Upon the receipt of the certificate of compliance, it shall be examined by the Building Official.

F. Following a physical examination, ~~by the Building Official,~~ determination of compliance with all applicable codes and ordinances, and conditioned upon ~~his~~ the Building Official's written certification of the accuracy of the information contained in the affidavit supporting the certificate of compliance, the Building Official shall issue a certificate of occupancy.

G. Any person submitting false information by affidavit in support of a certificate of compliance may receive the maximum punishment as provided by the *Village Charter*. Any certificate of occupancy issued upon information supplied therein shall be subject to revocation.

H. No final inspection shall be made, nor shall any certificate of occupancy be issued until all *Fees* and charges due to the *Village* pertaining to the property are fully paid.

§ 5.16~~7~~ –Vacation of streets, alleys, easements, and public rights-of-way.

A. *Policy declaration.*

The *Village* declares the following to be its general policy regarding vacation of *Streets*, *Alleys*, *Easements*, and public *Rights-of-Way*. The vacation of streets, alleys, easements, and public rights-of-way shall be considered based primarily, but not exclusively, on the effect on utilities

located in said rights-of-way, emergency services access, feasibility of road construction, access to *Lots* abutting the vacation, area traffic patterns and adjacent landowners' input.

B. *Vesting of title upon vacation.*

Whenever any property has been conveyed to, or acquired by, the *Village* for use as a *Street*, *Alley*, *Easements*, and public *Rights-of-Way*, and thereafter is vacated, title to the lands included within such street, alley, easement, or public right-of-way, or so much thereof as may be vacated, shall vest, subject to the same encumbrances, liens, limitations, restrictions, and estates as the land to which it accrues, as follows:

1. In the event that a *Streets*, *Alleys*, *Easements*, and public *Rights-of-Way*, which constitutes the exterior boundary of a subdivision or other tract of land, is vacated, title to vacated property shall vest in the owners of the land abutting the vacated property at the time said property was acquired for public use, was a part of the subdivided land, or was a part of the adjacent land.

2. In the event that less than the entire width of a *Streets*, *Alleys*, *Easements*, and public *Rights-of-Way* is vacated, title to the vacated portion shall vest in the owners of the land abutting such vacated portion.

3. In the event that a *Street*, *Alley*, *Easements*, and public *Rights-of-Way* bounded by straight lines is vacated, title to vacated property shall vest in the owners of the abutting land, with each owner taking to the center of the street, alley, easement or public right-of-way, except as provided in subsections A. and B. of this section. In the event that the *Boundary Lines* of abutting lands do not intersect the roadway at a right angle, the land included within such roadway shall vest as provided in subsection D. herein.

4. In all instances not specifically provided for, title to the vacated property shall vest in the owners of the abutting *Land*, with each owner taking that portion of the vacated property to which ~~his~~ land or any part thereof is nearest in proximity.

5. No portion of a roadway, upon vacation, shall accrue to an abutting roadway.

C. *Reservation of land for utility uses.*

In the event of vacation, *Easements* may be reserved for the continued use of existing sewer, gas, water or similar pipelines and appurtenances, for ditches, or drainage and appurtenances, and for electric, telephone, cable and similar lines and appurtenances.

D. *Vacation to be accomplished by ordinance.*

If the *Village Commission* approves an application for a vacation, the actual vacation of any property within a *Street*, *Alley*, *Easements*, or public *Rights-of-Way* within the *Village* shall be accomplished by ordinance.

E. *Recordation of vacation ordinance.*

Any ordinance for vacation of any *Street*, *Alley*, *Easements*, or public *Rights-of-Way* within the *Village*, once duly passed and effective, shall be recorded or caused to be recorded by the Village in the official records of Miami-Dade County. The vacation shall not be effective until such recording has been completed and the applicant who initially requested the vacation has

reimbursed the Village for its recording costs and *Fees*. No permits shall be issued until such time as the recordation of the vacation has been completed.

F. *Reapplication.*
No application for a vacation of streets, alleys, easements, or public rights-of-way shall be filed less than one year after the date of disapproval by the *Village Commission* or conclusion of an appeal, whichever is later, of an application for vacation involving the same *Land*, *Easements*, or *Rights-of-Way* or any portion thereof.

G. *Expiration of application.*
An application for the vacation of a *Street*, *Alley*, *Easements*, or public *Rights-of-Way* shall expire 180 days after written notice has been served by the *Building Official* to the applicant requesting that the applicant provide additional information or that the applicant needs to undertake a specific action(s) before the application can be further considered; provided that the applicant has not supplied the *Village* with the requested information; has not provided evidence to the Village ~~that he/she has~~ about undertak~~en~~ing the specific action(s) set forth in the written notice; or has not requested, in writing, an extension.

§ 5.18 – Certificates of use.

A certificate of use confirming that a property or structure has the appropriate zoning for its proposed use shall be required for all new businesses, a change in ownership of an existing business or a change in the character of occupancy of any existing business. Such certificate shall be obtained from the Planning and Zoning Official prior to the issuance of a business tax receipt.

§ 5.19 – Unity of title submittal and procedures.

A Unity of Title, as defined in Chapter 3 of this ULDC, shall be required as specified below and shall be a prerequisite to the issuance of a building permit:

A. Required. A Unity of Title is required in the following cases:

1 Whenever the building site consists of more than one lot or parcel and the main building is located on one lot or parcel and auxiliary or accessory use buildings are located on the remaining lot or parcel comprising the building site.

2 Whenever the building site consists of more than one lot or parcel and the main building is located on one or more of the lots or parcels and the remaining lots or parcels encompassing the building site are required to meet the minimum zoning requirements.

3 Whenever a Unity of Title is required by a provision within this Code or is specifically required by an ordinance or resolution passed and adopted by the City Commission.

B. Submittal. A Unity of Title must be submitted to the planning and zoning department if the unification is required by the Land Development Code.

C. Approval. The Unity of Title must be approved by the City Attorney as to form and content if the unification is required by the Land Development Code. The City Attorney may review

and approve a Unity of Title when requested by a land owner provided the owner pays for cost recovery of such service.

D. Recording. Whenever a Unity of Title is required by this section, it must be recorded in the public records of Miami-Dade County prior to the issuance of any building permit for the properties required to be unified. The Unity of Title must run with the land and must be binding upon the property owner, his/her successors and assigns. The owner must pay the fee as required for recording a Unity of Title in the public records of Miami-Dade County.

E. Release. Any Unity of Title required by this section may not be released except upon approval by resolution passed and adopted by the City Commission, after a public hearing, and executed by the City Manager and the City Clerk. The release of the Unity of Title is contingent upon a cessation of the conditions and/or criteria which originally required the execution of the subject Unity of Title.

DIVISION 2, CONSISTENCY AND CONCURRENCY DETERMINATIONS

§ 5.~~17~~20 – Consistency with North Bay Village Comprehensive Plan.

A. No development activity may be approved unless it is found that the development is consistent with the density and intensity requirements in the Village's *Comprehensive Plan*; meets the criteria contained in the Comprehensive Plan; and that those public services and facilities addressed in the Comprehensive Plan will be available at the prescribed levels of service (LOS) concurrent with the impact of the development on those services and facilities.

B. If a development proposal is found to meet all the requirements of the ULDC it shall be presumed to be consistent with the *Comprehensive Plan*. If a question of consistency is raised, the *Building Official* shall make a determination of consistency or inconsistency and support the determination with written findings.

§ 5.~~18~~21 – Level of service compliance requirements.

All applications for development orders shall be required to demonstrate that the proposed development does not degrade adopted levels of service in North Bay Village. A level of service assessment (e.g., documented through a Traffic Impact Study or other type of infrastructure analysis) demonstrating that the proposed development will not degrade the adopted level of service by meeting one of the following general ~~tests~~ criteria, shall accompany each request for development order or development permit approval:

A. Capacity exists at the time of application to meet the service needs of the proposed development based upon the scheduled completion and occupancy and based upon the standards described below.

B. Capacity does not exist at the time of application but shall exist at the time of completion and occupancy of the proposed development. Existence of capacity shall be ensured through ~~one of~~ the following:

1. For sewer, solid waste, drainage and potable water facilities, c~~C~~onstruction of necessary facilities is underway to provide additional capacity and is scheduled for completion by or before scheduled occupancy of the development~~.~~, or

~~2.~~ ~~C~~contracts are signed for construction to provide additional capacity on a schedule which provides capacity at the time of occupancy of the development.

2. For parks and recreation facilities, the facilities shall be in place no later than one (1) year after the issuance of the certificate of occupancy.

3. For transportation facilities, the facility must be in place under actual construction prior to the issuance of a certificate of occupancy.

§ 5.~~19~~21 – Determining existing capacity.

For the purposes of these regulations, the available capacity of a facility shall be determined by:

A. *Adding together*:

1. The total capacity of existing facilities operating at the required level of service; and

2. The total capacity of new facilities that will come available concurrent with the impact of the development. The capacity of new facilities ~~may~~ shall be counted only if one or more of the following is shown:

   a. Construction of the new facilities is under way at the time of application.

   b. The new facilities are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued.

   c. The new facilities have been included in the appropriate capital improvement program annual budget.

   d. The new facilities are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to *Section 163.3220*, Florida Statutes or an agreement or development order pursuant to *Chapter 380*, Florida Statutes.

B. *Subtracting from that number the sum of*:

1. The demand for the service created by existing development; and

2. The new demand for the service that will be created concurrent with the impacts of the proposed development by the anticipated completion of other presently approved developments.

§ 5.~~20~~22 - Burden of showing compliance.

The burden of showing compliance with level of service requirements shall be upon the developer. In order to be approvable, applications for development approval shall provide sufficient information showing compliance with these standards.

A. *Potable water.*

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 ~~p~~Potable ~~w~~Water sub-element of the North Bay Village *Comprehensive Plan*.

1. Minimum design flow: ~~120~~110 gpd per capita
2. Pressure: To meet Miami-Dade County fire flow ordinance

B. Wastewater.

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

C. *Transportation system.*

1. Level of service.

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~~
Local roadways	C

2. Determination of impact.

The projected level of service for ~~arterials and~~ collectors and local roads within the traffic shed shall be calculated based upon estimated trips to be generated by the project, or where applicable, the first phase of the project, and taking into consideration the impact of other approved but not completed developments within the projected area of impact. Information on committed development within the traffic shed shall be provided by the *Village* and/or county.

D. *Drainage system.*

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 D~~d~~rainage sub-element of the North Bay Village *Comprehensive Plan*.

E. *Solid waste*.

No new development shall be approved unless there is sufficient available capacity to sustain a level of service for solid waste of ~~seven (7~~ four (4)) pounds per capita per day as established in the S~~s~~olid W~~w~~aste sub-element of the North Bay Village *Comprehensive Plan*.

F. Parks.

No new development shall be approved unless there is sufficient available capacity to sustain a level of service of 1.5 acres of parkland per 1,000 population, as established in the Parks and Recreation element of the North Bay Village *Comprehensive Plan*.

G. Schools

New development shall demonstrate, through coordination with Miami-Dade County Public Schools, that there is sufficient available capacity in the school system to achieve the level of service standard established in the Public School Facilities element of the North Bay Village *Comprehensive Plan*.

DIVISION 3, SUBDIVISION REGULATIONS

§ 5.~~24~~23 –Purpose and intent.

The public health, safety, comfort, and welfare require the harmonious, orderly, and progressive development of land within the *Village*. To this end, all lands within the Village must be subdivided and platted before any development approval can be obtained.

§ 5.~~22~~24 –Preliminary and final plats.

A. *Purpose and intent.*

The purpose of requiring and regulating the platting of land within the Village is to ensure compliance with the procedural and substantive requirements of the North Bay Village *Comprehensive Plan*, the Miami-Dade County Subdivision Ordinance, *Chapter 28* of the Miami-Dade County Code of Ordinances, and the requirements of *Chapter 177*, Florida Statutes.

B. *Procedures.*

1. Preliminary conference. The subdivider or his engineer, or land surveyor, prior to the preparation of the tentative plat, may informally seek the advice of the *Planning and Zoning Official* or designee to become familiar with the subdivision requirements and other provisions of the Village Code applicable to the *District* in which the proposed subdivision is located.

2. ~~Fifteen copies of t~~The proposed tentative plat, prepared in accordance with requirements of ~~c~~Chapter 28, *Section 28-7* of the Miami-Dade County Code of Ordinances, as may be amended from time to time, and ~~prepared by a licensed surveyor~~ signed and sealed by a State of Florida registered, active Professional Surveyor and Mapper depicting the proposed Subdivision lay-out, application for tentative plat approval and accompanied by an opinion of title no older than thirty (30) days, a level of service assessment report, and a *Certified Survey* of the site not more than one (1) year old and including the legal description of the property, all *Easements*, and *Rights-of-Way* shall be submitted to the ~~Building Official~~ *Planning and Zoning Official*.

3. The ~~Building Official~~ *Planning and Zoning Official* shall review the tentative plat as to its compliance with objectives of the Village's *Comprehensive Plan*, including level of service standards.

4. The ~~Building Official~~ *Planning and Zoning Official* shall place the tentative plat on the Planning and Zoning Board's agenda and submit ~~his~~ recommendations to the board.

5. The *Planning and Zoning Official* votes to approve or disapprove the tentative plat.

6. The *Village Manager* places the tentative plat on the agenda of the *Village Commission* and forwards a copy of the Planning and Zoning Board's recommendations and a copy of the ~~Building Official~~ *Planning and Zoning Official's* report.

7. The *Village Commission* votes to approve or disapprove the tentative plat. If approved, two copies are signed by the Mayor. One signed copy is returned to the surveyor or subdivider; one copy is filed in the *Public Works Department*.

8. The surveyor or subdivider delivers the signed tentative plat and ~~14~~ the required number of copies to Miami-Dade County ~~Subdivision Control~~ *Land Development Division* for processing.

9. Miami-Dade County shall notify the subdivider or surveyor and the *Village* of its action (approve, approve with conditions, or disapprove).

10. After the surveyor prepares the final plat in accordance with ~~chapter 20~~ *Chapter 28* and incorporates all conditions, if any~~, into the plat, he submits the final~~ the revised plat shall be submitted accompanied by a paving, grading, and drainage plan to the ~~Building Official~~ *Planning and Zoning Official* who then shall review it for consistency with the recommendations made by the *Village Commission* and Miami-Dade ~~Subdivision Control~~ County before placing it with an accompanying report and resolution on the Village Commission's agenda.

11. The *Village Commission* shall receive~~s~~ the final plat and ~~concurrency evaluation~~ level of service assessment report from the ~~Building Official~~ *Planning and Zoning Official* at its first public hearing to discuss the proposed plat.

12. The *Village Commission* shall hold~~s~~ the second public hearing approximately two weeks later and vote~~s~~ to approve or disapprove the final plat. If the ~~c~~Commission votes to approve the plat, the *Village Mayor* shall sign~~s~~ the plat as well as the Resolution accepting the (re)subdivision.

CHAPTER 6, NONCONFORMITIES

§ 6.1 –Defined.

For purposes of this ~~c~~Chapter, a nonconforming lot, structure, use, or characteristic of use, is defined as a platted lot, structure, or use, or combination thereof that does not comply with the use or site development standards of the zoning district in which the lot, structure, use, or characteristic of use, or combination thereof is located, but which was legally established and in existence before the effective date of this ~~c~~Chapter.

§ 6.2. Purpose and intent.

A. It is the purpose and intent of this ~~c~~Chapter to permit the continuation of those *Lots*, *Structures*, *Uses*, characteristics of use or combination thereof, which were lawful prior to the passage of this ~~c~~Chapter or future amendment thereto.

B. This ~~c~~Chapter is designed to provide reasonable and equitable standards and guidelines for the control of nonconforming *Lots*, *Structures*, *Uses*, and characteristics of uses in the regulation of change of use, change in kind or quality of use, change in volume or intensity of use, change in location of use, change of ownership or tenancy of use, accessory or incidental uses to nonconforming lots, structures, uses, or characteristics of uses, enlargement of use, replacement of use, addition or expansion of facilities, new activities, products or services connected with the nonconforming lot, structure, repair of a nonconforming structure, restoration of a nonconforming structure, and abandonment or discontinuance of a nonconforming structure or use, or any combination thereof.

C. It is the further purpose and intent of this ~~c~~Chapter to allow lawful nonconforming lots, structures, uses, and characteristics of use and combinations thereof to continue, subject to specific conditions, in order to not interfere with the existing circumstances surrounding land development within North Bay Village, prior to the effective date of this chapter any more than is necessary for the proper exercise of police powers relating to the general public welfare of the residents of North Bay Village.

§ 6.3 – Nonconforming classifications.

A. Within the *Zoning Districts* established by this Code, or amendments that may be later adopted to this Code, there may exist:

1. Nonconforming lots
2. Nonconforming structures;
3. Nonconforming uses;
4. Nonconforming characteristics of use;
5. Combinations of nonconforming lots, nonconforming structures, nonconforming uses, and nonconforming characteristics of use.

B. These nonconforming classifications are declared by this ~~c~~Chapter to be incompatible with

present permitted uses and all or part of the site development standards regulating permitted uses in the district where the nonconforming classifications are located and, therefore, are the proper subject regulations as provided for herein.

§ 6.4 – Scope.

A. In order to avoid undue hardship, nothing in this ~~c~~Chapter shall be deemed to require any change in the plans, construction or designated use of any *Structure* on which actual construction was lawfully done prior to the effective date of adoption of this chapter and upon which actual building construction has been carried on diligently.

B. For the purposes of this ~~c~~Chapter, the term "actual construction" is hereby defined to include the placing of construction materials in permanent position and fastened in a permanent manner according to approved plans for the specific improvement. Where evacuation or demolition or removal of an existing *Structure* has been substantially begun, preparatory to building, such evacuation or demolition or removal shall be deemed to be actual construction; provided, however, that work has been and shall be carried on diligently pursuant to a valid building permit.

§ 6.5 – Nonconforming lots of record.

A. *Construction of one single-family dwelling unit.*
In any district in which *Single-Family Dwellings* are permitted, one (1) single-family dwelling and customary *Accessory Building(s)* may be erected on a single *Lot*, tract, or parcel of land of record that is nonconforming with respect to minimum *Lot Area* or frontage at the effective date of adoption of this ~~c~~Chapter, provided, however:

1. Such *Lots* must be in separate ownership and not be of continuous frontage with other lots in the same ownership. This provision shall apply even though such lot fails to meet the requirements for area or frontage that are applicable in the *Zoning District* in which the lot, parcel, or tract is located.

2. The construction otherwise conforms to all other applicable laws and ordinances including, but not limited to, required minimum *Setbacks*, minimum floor area, maximum building height and *FEMA* requirements, unless a variance is granted to such other regulations pursuant to *Chapter 7* of this Unified Land Development Code.

3. If two or more lots, or combination of lots, or portions of lots with continuous frontage and single ownership are of record at the time of the passage of this ~~c~~Chapter, and if all or part of the lots do not meet the requirements established for lot area~~s~~ or frontage, the lands involved shall be considered to be an undivided parcel and no portion of such parcel shall be used or sold in a manner which diminishes the degree of compliance with established lot area or frontage requirements

4. It shall be the burden of the property owner to demonstrate that the *Lot* is a legal nonconforming lot of record.

B. *Construction of other than one single-family dwelling unit.*

Notwithstanding limitations imposed by other provisions of this Unified Land Development Code, any lot of record which is nonconforming as to the required minimum frontage requirement the *Zoning District* in which it is located may be used as permitted by the district regulations of the zoning district in which the lot is located, provided:

1. The density or intensity of such use shall not exceed the maximum density or intensity allowable within the *Zoning District* in which the lot of record is located;
2. The construction otherwise conforms to all other applicable laws and ordinances including, but not limited to, required minimum setbacks, minimum pervious area, maximum building height, *FEMA* requirements, and concurrency requirements, unless a variance is granted to such other regulations pursuant to *Chapter 7* of this Unified Land Development Code.
3. It shall be the burden of the property owner to demonstrate that the lot is a legal nonconforming lot of record.

§ 6.6 – Nonconforming uses.

A. *Defined.*

A use of any *Land* or *Structure*, other than a *Sign*, is a *Nonconforming Use* if:

1. The use is not listed as a permitted use in the *Zoning District* in which it is located; or
2. The use is not a special use or use exception which was specifically approved by the *Village Commission*; or
3. The use exists at a density or intensity in excess of that allowable for the zoning district in which it is located.

B. *Continuation.*

The lawful use of land existing at the time of the passage of this ~~c~~Chapter or an amendment thereto, although such uses do not conform to provisions of the Unified Land Development Code may be continued subject to the following limitations and restrictions:

1. Change in location of use.
   A nonconforming use shall not be moved in whole or in part to any other portion of the *Lot* parcel occupied by such use at the effective date of adoption of this ~~c~~Chapter.
2. Change in ownership or tenancy.
   All rights and obligations associated with a *Nonconforming Use* of land run with the land and are not personal to the present owner or tenant of the nonconforming use of land and are not affected by a change in ownership or tenancy, except if abandoned.
3. Accessory uses.
   Uses Accessory to a nonconforming use not in existence at the time of the effective date of adoption of this ~~c~~Chapter are not permitted.
4. Change of use.
   a. A *Nonconforming Use* shall not be changed to another nonconforming use.

b. A nonconforming use may be changed to a permitted use for the *Zoning District* in which the property is located upon the obtainment of all necessary permits and approvals and may not thereafter be permitted to revert to a nonconforming use.

5. Expansion or extension of use.
No *Nonconforming Use* shall be enlarged, increased, expanded, or intensified beyond what existed at the time it became nonconforming. *Front Yard* areas may not be increased in paved areas

6. Replacement of use.
   a. *Destruction of more than fifty percent (50%).*
   In the event that any existing *Nonconforming Use* is destroyed by more than fifty percent (50%) of its assessed value at the time of destruction as determined by the official records of the *Miami-Dade County Property Appraiser* by any means, including fire, flood, wind, explosion, demolition, act of God, or act of a public enemy, such use shall not be replaced.

   b. Destruction of fifty percent (50%) or less.
      (1) If such nonconforming use is destroyed to a level of fifty percent (50%) or less of its total assessed value at the time of destruction as determined by the official records of the *Miami-Dade County Property Appraiser*, it may be replaced, except that replacement shall only occur in compliance with those building, plumbing, electrical, gas, fire, and other construction and safety related regulations in effect at the time of application for a permit to allow replacement.

      (2) In no event shall the destroyed nonconforming use be replaced such that the replacement structure is higher, contains greater lot coverage or floor area, has greater bulk, or lesser setbacks, than the original structure in which the nonconforming use was located.

7. Abandonment or discontinuance of use.
The abandonment or discontinuance of a nonconforming use for a period of 180 consecutive days or six (6) months shall render the nonconforming use status of the specific nonconforming use null and void. In the factual determination of whether a nonconforming use has been abandoned or discontinued, the following factors shall be used, but not be limited to:
   a. An intent to discontinue the nonconforming use through removal of stock in trade or removal of operating equipment.

   b. Some overt act or failure to act which carries with it a sufficient implication that the owner neither claims nor retains any interest in the use of the abandoned property as it stood before the abandonment occurred. The mere renewal and maintenance of an active occupational license, without further positive action, shall not constitute continuance of a nonconforming use.

   c. Inactive water, sewer, or electrical services at the existing facility.

d. Attempt to continue use shall include but not be limited to an active listing of the property with a realtor or through posting of a for rent sign.

§ 6.7 – Nonconforming structures.

A. Defined

For the purposes of this ~~c~~Chapter, a *Structure* or *Building*, other than a *Sign*, is a *Nonconforming Structure* if the *Structure*, or any physical characteristic thereof, is not in full compliance with all regulations of the *Zoning District* in which it is located.

B. *Continuation.*

Where a lawful *Structure* exists at the effective date of adoption or amendment of this ~~c~~Chapter, and it could not be built under the terms of the Unified Land Development Code by reason of restrictions on area, *Lot Coverage*, height, *Yards*, location of the lot, or other site development standards concerning the structure, such structure, except as otherwise specifically provided, may be continued so long as it remains otherwise lawful, subject to the following provisions:

1. Alteration, enlargement, or expansion of nonconforming structure.
   a. No such alteration, enlargement, or expansion of a nonconforming structure shall be permitted in a way which increases its noncompliance with present property development and use standards of the *Zoning District* in which it is located.
   b. Any nonconforming structure or portion thereof may be altered to decrease its noncompliance with present site development and use standards of the zoning district in which it is located. Nothing herein shall prohibit the *Village Manager*~~'s~~ or designee from ordering the compliance with all applicable building construction and safety related codes.
2. Replacement, restoration, and reconstruction of *Nonconforming Structures*.
   a. Destruction of more than fifty percent (50%).
      In the event any existing *Nonconforming Structure* is destroyed by more than fifty percent (50%) of its assessed value at the time of destruction as determined by the official records of the *Miami-Dade County Property Appraiser* by any means, including fire, flood, wind, explosion, demolition, act of God, or act of a public enemy, such *Structure* shall not be restored, reconstructed or replaced except in compliance with all applicable provisions of the Unified Land Development Code in effect at the time of its restoration, reconstruction or replacement.
   b. Destruction of fifty percent (50%) or less.
      In the event any existing nonconforming structure is destroyed by any means, including fire, flood, wind, explosion, act of God, or act of a public enemy by fifty percent (50%) or less of its total appraised value according to the latest records of the *Miami-Dade County Property Appraiser*, such structure shall be permitted to be replaced, restored, or reconstructed according to the site development standards in effect at the time of its original construction except that:
      (1) Replacement, restoration, and reconstruction shall occur only in compliance with all other applicable building, plumbing, electrical, gas, fire and other construction

and safety related regulations in effect at the time of application for permit to allow replacement, restoration, or reconstruction, and

(2) In no event shall the replacement structure have a greater density or intensity, height, or floor area; or, lesser minimum dwelling unit sizes, yard setback, or pervious area than the destroyed nonconforming structure.

c. *Repairs and maintenance of nonconforming structures.*
Routine repairs and maintenance of nonconforming structures on fixtures, wiring or plumbing or on the repair or replacement of walls shall be permitted.

d. Change in location of nonconforming structure.
Should any nonconforming structure be moved for any reason to any distance whatever from its original permitted location, it shall then conform to the regulations for the *Zoning District* in which it is located after it is moved.

e. Accessory structure.
Structures normally accessory or incidental to a permitted *Structure* or use in the *Zoning District* in which the *Nonconforming Structure* is located may be permitted as accessory structures to the nonconforming structure.

f. Abandonment or discontinuance of nonconforming structure.
The abandonment or discontinuance of a nonconforming structure for a period of 180 consecutive days or six (6) months shall render the nonconforming status of the specific nonconforming structure null and void. In the factual determination of whether a nonconforming structure has been abandoned or discontinued, the following factors shall be used, but not be limited to:

g. An intent to discontinue the nonconforming structure through removal of stock in trade or removal of operating equipment.

h. Some overt act or failure to act which carries with it a sufficient implication that the owner neither claims nor retains any interest in the use of the abandoned structure as it stood before the abandonment occurred.

i. Inactive water, sewer, or electrical services at the existing structure.

j. Attempt to continue use shall include but not be limited to an active listing of the property with a realtor or through posting of a for rent sign.

§ 6.8 – Nonconforming characteristics of use.

A. *Defined.*
For the purposes of this ~~c~~Chapter, characteristics of use are defined as requirements for *Off-Street Parking*, *Off–Street Loading*, and landscaping and buffering.

B. *Continuation.*
Where a characteristic of use lawfully exists at the effective date of adoption or amendment of this ~~c~~Chapter, and does not conform to the requirements of the Unified Land Development Code such nonconforming characteristic of use may be continued so long as it remains otherwise

lawful, provided that, when a use or structure is modified in such a way that the use or structure requires a greater amount of parking, landscaping, or buffering than exists prior to the change, the characteristic(s) of use must be brought into conformance with the requirements associated with the changed use or *Structure*.

1. Within the *T6-24* and *T6-30* transect zones, the restoration or rehabilitation of an existing *Building* does not require the provision of parking in addition to the existing, if less than six (6) new spaces are required.

§ 6.9 – Nonconforming lots, uses, structures, and characteristics of use in combination.

If on the effective date of this ~~c~~Chapter, a lot of record, structure, use or characteristic~~s~~ of use, in any combination thereof, exists that would not be permitted under the terms of this ~~c~~Chapter, but was lawful at the time of its original existence, that use may be continued unless otherwise deemed abandoned or terminated or required to be eliminated or brought into conformance by other applicable provisions of this ~~c~~Chapter. *Sections 6.5* through *6.9* shall apply to all *Nonconforming Lots* or record, *Structures*, *Uses* and characteristics of use, and any combination thereof.

CHAPTER 7, VARIANCES

§ 7.1 – Purpose and intent.

The purpose and intent of this ~~c~~Chapter is to provide flexibility in the administration of the Unified Land Development Code when the strict enforcement of the provisions of the Unified Land Development Code would result in an unnecessary hardship.

§ 7.2 – Variance prohibited.

Under no circumstances shall the *Village Commission* grant a *Variance* to:

A. Permit a use not generally permitted, or permitted by special exception or use exception, in the district involved, or any use expressly or by implication prohibited by the terms of the Unified Land Development Code in that district~~,~~; or

B. Any condition, criteria or site development standard ~~set forth in § 8.10.D.4, pertaining to special exceptions in the high-density multiple family residential district, or any condition~~ associated with the approval by the *Village Commission* of any unusual or new use, special exception, or use exception.

§ 7.3 – Procedure for consideration of a hardship variance.

A. *Planning and Zoning Board public hearing.*
The *Planning and Zoning Board* shall hold a public hearing to consider a request for a hardship variance and shall recommend to the *Village Commission*, approval, approval with conditions, or denial of the variance.

B. *Village Commission public hearing.*
The *Village Commission* shall have the power, after a public hearing, to vary or adopt the strict application of the requirements of this ~~c~~Chapter, and to prescribe appropriate conditions and safeguards associated with the granting of a variance

C. *Required findings.*
In order 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 ~~c~~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 ~~c~~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.

D. The required findings may be made by one (1) motion addressed to all seven (7) findings or, at the request of any member of the Board or Commission as the case may be, a finding or findings shall be considered separately.

E. The findings shall be made prior to the vote on the application.

F. The variance application shall be considered as a whole unless any member of the *Planning and Zoning Board*, or *Village Commission*, as the case may be, shall request that the application be considered in parts, in which event the application shall be considered in such parts as requested.

G. In light of the particular circumstances involved with each separate variance request, the grant of any variance shall not constitute or be deemed a precedent for the grant of any other variance.

§ 7.4 –Expiration of hardship variance.

After the *Village Commission* has granted a hardship 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.

§ 7.5 –Reapplication for a hardship variance.

No application for a hardship variance shall be filed less than one year after the date of disapproval by the *Village Commission* of an application for a variance involving the same land or any portion thereof.

§ 7.6 Administrative adjustments ~~for Single-Family Properties~~

A. *Purpose and intent*

The purpose of this Section is to provide a streamlined, administrative procedure ~~for single-family residential~~ properties~~y~~ to obtain minor modifications of certain standards prescribed in the Unified Land Development Code, which may be granted in accordance with the requirements of this Section.

B. *Authorized administrative adjustments*

Notwithstanding any other provisions of this Code to the contrary, administrative adjustment requests for the following modifications may be approved, approved with conditions, or denied by administrative decision of the Village *Planning and Zoning Official*:

1. For single-family residential properties.

   (a) A reduction in the setback of permitted *Principal* and *Accessory Structures*, except balconies, of no more than twenty percent (20%) of that required by the underlying district for a maximum of two sides of the *Principal Building* or *Accessory Structures*.

   ~~2~~(b) A reduction in the setback of swimming pools of no more than twenty-five percent (25%) of that required by *subsection 8.17.M.*, provided that in no event shall the spacing between the swimming pool and a *Principal Structure* be less than 3.75 feet.

   ~~3~~(c) An increase in the *Lot Coverage* of no more than five percent (5%) of that permitted by the underlying district.

   4(d) An increase in the height of *Fences*, *Walls* or hedges permitted within required yards, with the exception of the *Front Yard*, not to exceed twenty-five percent (25%) above the maximum height permitted in *subsections 8.17.F.2.d.,* and *8.17.F.2.e*., and provided the increased height does not create a visual or functional obstruction to pedestrian or vehicular traffic.

2. For multifamily and mixed-use properties, when not involving a site plan approval.

   (a) A reduction in the setback of permitted *Accessory Structures* of no more than twenty percent (20%) of that required by the underlying district.

   (b) A change that increases the permitted *Lot Coverage* by no more than two and a half (2.5%) of that permitted by the underlying district, provided that the pervious area on the lot remains the same.

   (c) An increase in the height of *Fences*, *Walls* or hedges permitted within required yards, with the exception of the *Front Yard*, not to exceed twenty-five percent (25%) above the maximum height permitted in *subsections 8.17.F.2.d.,* and *8.17.F.2.e*., and provided the increased height does not create a visual or functional obstruction to pedestrian or vehicular traffic.

   (d) A decrease of up to fifteen percent (15%) of minimum required landscaping, provided that the pervious area on the lot remains the same.

C. *Limitations and Exclusions*

This *Section 7.6* shall be limited to the specific administrative adjustments listed in subsection (B) and shall not authorize modification of any other standard or be combined with a previously approved administrative adjustment or variance. Nothing herein shall be interpreted to authorize creation of a nonconformity with the regulations and/or additional noncompliance with the North Bay Village ULDC, or an inconsistency with the North Bay Village *Comprehensive Plan*.

D. *Administrative Adjustment Approval Procedure*

1. Complete applications for an administrative adjustment shall be made by the owner of the property and submitted to the *Planning and Zoning Official* or a designee in an application form provided by the *Village* and shall be accompanied by the required filing *Fee.* For the purposes of this section, the term "owner" shall mean the person who owns and resides at, or owns and intends to reside at, the subject premises, or their representative.

2. To be deemed complete, an application shall include:
   a. A *Certified Land Survey* dated within two (2) years of the filing date of the administrative adjustment application, reflecting all current conditions.
   b. 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 adjustment being requested clearly shown, (i.e., required versus proposed structure or swimming pool setbacks; required versus proposed lot coverage; or required versus proposed fence, wall, or hedge height, as may apply).
   c. Additional plans as may be required by the *Planning and Zoning Official*.
   d. Photos of all buildings and structures on the property concerned.
   e. A letter of intent explaining the nature of the request, justification for the proposed adjustment, evidence that the request complies with subsections D.3. and D.4. of this section, and other pertinent information. Insufficient justification may result in denial of the application.
   f. Proof of written notice of the request for administrative adjustment provided to neighboring property owners pursuant to subsection E. below.
   g. Filing fees and cost recovery deposit (Refer to the most current North Bay Village *Fee Schedule*).

3. Upon review of all the necessary information, the Village *Planning and Zoning Official* shall render a decision. The Planning and Zoning Official is authorized to consider approval of an administrative adjustment request where the applicant has demonstrated compliance with at least one of the following provisions:
   a. An increase in lot coverage and/or reduction of any required setback shall be mitigated through the use of permeable surfaces or by adding *Green Infrastructure* (e.g., bioswales, rain gardens, cisterns, filtration media, etc.) to reduce runoff by a volume equal to what would be displaced by the additional percentage of lot coverage or reduce *Setback*.
   b. The applicant shall mitigate the impact through the addition of a vegetative buffer along the *Property Line*, with planting materials places and arranged to shield the adjacent property. The width of the vegetative screen shall be sufficient to provide

adequate privacy to the neighboring property but in no event shall be less than two (2) feet wide.

4. In addition, the applicant shall show that the request meets at least five (5) of the following criteria:
   a. There exists a practical difficulty or injustice because of the size of the tract, parcel or lot, the topography, the condition or nature of adjoining areas, or the existence of other unusual physical conditions.
   b. The administrative adjustment is not contrary to the public interest or inconsistent with the Village's *Comprehensive Plan*.
   c. With the adjustment, the essential character of the neighborhood would be preserved.
   d. The adjustment would not cause substantial detriment to adjoining properties.
   e. The predicament of the applicant is due to unique circumstances of the property, which would render conformity with the strict requirements of this Section unnecessarily burdensome.
   f. The special conditions and circumstances which exist are the result of actions beyond the control of the applicant, and do not result from the actions of the applicant.
   g. The property owner shall certify in writing that any and all *Easement* areas as shown on the *Property Survey* or recorded *Plat* remain unencumbered by the encroaching construction, unless a release of interest by the easement holder(s) is obtained and submitted prior to permit issuance.

E. *Notice*

As part of an application for administrative adjustment, notice shall be provided to all adjacent property owners including those located across the street(s) from the subject site, to the rear, and on diagonals, on a form approved by the Village *Planning and Zoning Official.* The notice shall:

1. Accurately describe the adjustment requested and the reason for the request.
2. Be sent via first class mail, return receipt requested, to the adjacent property owners of record, as reflected on the Miami-Dade County Property Appraiser's tax roll, as updated.

The applicant shall present proof that a notice meeting the above-listed requirements has been sent, including all return receipts and responses, if any, to the *Planning and Zoning Official*. A US Postal Service return of the notice as undeliverable shall be considered acceptable proof.

A notice shall not be required when a public right-of-way measures 60 feet or greater or a body of water completely separates the subject parcel from another parcel.

F. *Conditions and safeguard*

In approving an administrative adjustment application, the *Planning and Zoning Official* may require conditions and safeguards deemed necessary to protect the interests served by the underlying *zoning district* regulations, including, but not limited to landscape materials, *Walls*, or *Fences* as required buffering; modification of the orientation or deletion of any openings; modification of the site arrangements; and modification of plans.

G. *Inspection*

Upon receipt of the application for an administrative adjustment, the *Planning and Zoning Official* may inspect the site of the subject property and the surrounding properties to determine what impact, if any, the proposed administrative adjustment will have on the adjoining lots.

H. *Decision, effective date, and permit issuance*

Notice of the *Planning and Zoning Official's* decision will be posted on the property for fifteen (15) days and notices on the *Village website*. Posting of the property and notice on the Village website shall be considered a complementary service to the public and shall in no way compromise the decision.

Except as hereinafter provided, no building permit shall be issued in reliance on an administrative adjustment until after it becomes effective. An administrative adjustment shall not become effective until it has been determined that no timely appeal of the decision as provided in subsection (i) of this section has been filed, or, if an appeal is filed timely as provided in subsection (i), until final disposition of the appeal, including judicial review. In the event it should be determined that the prohibition of issuing a building permit could cause imminent peril to life or property, a building permit may be issued upon such conditions and limitations, including the furnishing of an appropriate bond, as may be deemed proper under the circumstances.

I. *Appeals of decision*

The applicant or any aggrieved property owner may appeal the *Planning and Zoning Official's* decision to the *Village Commission* within fifteen (15) days from the date the decision is posted on the property as set forth in subsection (h). For the purpose of this subsection, an aggrieved property owner shall be limited to a party that was entitled to ~~received~~ notice of the application under subsection (e). All appeals hereunder shall be in a form prescribed by the *Village* and shall include a processing fee which shall be set and amended from time to time by resolution of the Village Commission. A request for judicial review of a decision of the Village Commission shall be made in a court of competent jurisdiction.

J. Expiration

After an approved administrative adjustment has become effective, the adjustment so approved shall expire after two years, measured from the date of the *Planning and Zoning Official's* decision, if no substantial construction has taken place in accordance with he plans for which the administrative adjustment was granted.

CHAPTER 8, ZONING

DIVISION 1, ZONING DISTRICTS ESTABLISHED; ZONING MAP

§ 8.1 –Title.

This ~~c~~Chapter shall be known as the "Zoning Regulations for North Bay Village, Florida; ~~2017~~ 2024 Revision."

§ 8.2 – Purpose and intent.

The purpose of this ~~c~~Chapter is to encourage and promote, in accordance with present and future needs, the safety, morals, health, order, conveniences, prosperity and general welfare of the citizens of the *Village*, and to provide for efficiency and economy in the process of development, for the appropriate and best use of land, for preservation, protection, development and conservation of the natural resources of land, water and air, for convenience of traffic and circulation of people and goods, for the use and occupancy of *Buildings*, for healthful and convenient distribution of population, for adequate public utilities and facilities, for promotion and the civic amenities of beauty and visual interest, for promotion of large-scale developments as a means of achieving unified civic design, and for development in accord with the Village's adopted *Comprehensive Plan*, by establishing *Zoning Districts* and by regulating the location and use of buildings, *Signs* and other *Structures*, and land and water for trade and residence by regulating and limiting or determining the height, bulk and access to light and air of buildings and structures, the area of *Yards* and other *Open Spaces*, and the density of use. To accomplish this intent, the regulations and districts and have been designed with reasonable consideration, among other things, to the character of the districts and their suitability for particular *Uses*.

§ 8.3 – Establishment of zoning districts.

In order to regulate and restrict the location of commercial, public and semi-public uses, and residences, and the location of buildings erected or altered for specific uses, to regulate or limit population density and the intensity of the use of lot areas, and to regulate and determine the areas of yards, courts, and other open spaces within and surrounding such buildings, the following zoning districts are hereby established:

A. Single-Family Residential Districts.
   1. RS-1 Low Density Single-Family Residential District (See *Section 8.10.A*).
   2. RS-2 Medium Density Single-Family Residential District (See *Section 8.10.B*)

B. Multiple Family Residential Districts.
   1. RM-40 Medium Density Multiple Family Residential District (See *Section 8.10.C*).
   2. RM-70 High Density Multiple Family Residential District (See *Section 8.10.D*).

C. CG General Commercial District (See *Section 8.10.E*).

D. Urban Core Zone (Kennedy Causeway) T6-24 and T6-24MU (See *Chapter 15*)

E. Urban Core Zone (Kennedy Causeway) T6-30 (See Chapter 15)

F. Public Buildings and Grounds.

§ 8.4 – Reference to district names.

For the purpose of reference hereafter in these regulations, unless specifically provided to the contrary, the term *Residential* shall include both single-family and multi-family districts.

§ 8.5 – Identification of district maps.

Such land and the *Zoning District* classification thereof shall be shown on a map designated as the *Zoning District Map* of the Village, dated and certified by the *Village* upon adoption. This Zoning District Map and all notations, dimensions, references, and symbols shown thereon pertaining to such districts, shall be as much a part of these regulations as if fully described herein, and shall be filed as part of these regulations. The map and any later alterations shall be available for public inspection in the offices of the *Village Manager* or ~~his~~ designee. These regulations shall be similarly dated, filed, and made available for public reference.

§ 8.6 – Publication of district maps.

A. The *Village Manager* or ~~his~~ a designee shall cause to be published, or prints made available, no later than March 31 of the year following adoption of these regulations, the *Official Zoning District Map*, clearly showing the *Zoning District Boundaries* and zoning district names and designations for the incorporated area of the *Village*. In each calendar year thereafter, if there have been any changes in the zoning district boundaries or in reorganization of districts and district classifications in the preceding year, such amended map shall be published no later than March 31, and shall reflect all changes as of December 31 of the preceding year.

B. Any person desiring a copy of the Official Zoning District Map shall pay a *Fee* for each copy, as set by ordinance.

§ 8.7 – Interpretation of district boundaries.

A. *Map symbols.* A district name or letter-number combination shown on the *Zoning District Map* indicates that the regulations pertaining to the district designated by that name or letter-number combination extend throughout the whole incorporated area of the *Village*, bounded by the district boundary lines within which the name or letter-number combination is shown or indicated, except as otherwise provided by this ~~s~~Section.

B. *Interpretation.* Where uncertainty exists with respect to the boundaries of the various districts as shown on the map accompanying and made a part of these regulations, the following rules shall apply:

1. In cases where a boundary line is given a position within a *Street*, *Alley*, or *Easement*, it shall be deemed to be in the center of the *Right-of-Way* of the *Street*, *Alley*, or *Easement*. If the actual location of the street, alley, or easement varies slightly from the location as shown on the *Zoning District Map*, then the actual location shall control.
2. In cases where a boundary line is shown as being located a specific distance from a *Street Line* or other physical feature, this distance shall control.
3. Where the *District Boundaries* are not otherwise indicated and where the property has been or may hereafter be divided into blocks and lots, the district boundaries shall be construed to be the *Lot Lines*, and where bounded approximately by lot lines, said lines shall be construed to be the boundary of such districts unless the boundaries are otherwise indicated on the map or by ordinance.
4. In un-subdivided property, unless otherwise indicated, the district boundary line shall be determined by the use of the scale contained on the *Zoning District Map*.
5. All water areas within the zoning jurisdiction are considered to be within a zoning district and controlled by applicable district regulations. *District Boundaries* over water areas are located by noted or scaled dimensions, by relation to physical features, by coincidence with *Village* limit lines, or by a straight-line projection of the centerlines of streets as indicated on the Zoning District Map. Straight line district boundaries over water areas shall be assumed to continue as straight lines until they intersect with each other, with Village limit lines or county limit lines.

§ 8.8 – New land area.

Any land hereafter created within or annexed to the corporate area of the *Village* shall take the classification of "RS-1" - Low Density Single-Family Residential, unless the appropriate classification is otherwise determined by a zoning map amendment put forth upon annexation based on the Village's closest zoning classification, or on the land use designation closest to the Village's Comprehensive Plan. This shall include the extension of existing bulkhead lines or the creation of islands not contiguous to existing islands.

DIVISION 2, APPLICATION OF DISTRICT REGULATIONS

§ 8.9 – General regulations.

A. *Compliance with regulations.*
1. No land or water area may be used except for a purpose permitted in the district in which it is located.
2. No *Building* shall be erected, converted, enlarged, reconstructed, moved, or structurally altered, nor shall any building or part thereof be used except for a use permitted in the *District* in which the building is located.
3. No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered to exceed the height limit herein established for the district in which the building

is located.

4. No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered except in conformity with the area regulations of the district in which the building is located.

5. No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered except in conformity with the off-street parking and loading regulations of the district in which the building is located.

6. No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered except in conformity with the floor area, floor area ratio, or open space ratio regulations of the district in which it is located.

B. *Encroachment reduction of lot area.*

The minimum *Yards*, parking space, and *Open Spaces*, including lot area per family, required by these regulations for each and every building existing at the time of the passage of these regulations or for any building hereafter erected, shall not be encroached upon or considered as required yard or open space for any other building, except as hereinafter provided, nor shall any lot area be reduced below the requirements of these regulations.

C. *Accessory buildings; prior construction.*

No *Accessory Building*, *Structure*, or dock shall be constructed upon a *Lot* until the construction of the main use building has actually commenced. No accessory building shall be used unless the main use building on the lot is also being used.

D. *Location on a lot required.*

Every *Building* or *Structure* hereafter erected, moved, or structurally altered shall be located on a lot as herein defined, and except as hereinafter provided, in no case shall there be more than one principal building on one lot.

§ 8.10 – District regulations.

A. *RS-1 Low Density Single-Family Residential District.*

1. Purpose and intent.

The purpose of this *District* is to provide for low-density single-family residential development in a spacious setting, together with other principal uses as may be approved as use exceptions and such accessory uses as may be necessary and compatible.

2. Uses permitted.

a. *Single-Family Residential Dwellings*.

b. ~~including d~~Duly licensed ~~Home Occupation~~*Home-based Businesses* pursuant to Section 559.955, Florida Statutes.

c. *Accessory Uses* and *Structures* per *Section 8.16.A*.

3. Use exceptions as may be approved under Section 8.11.

4. Prohibited uses.

a. All other uses not specifically or provisionally permitted herein.

5. Site development standards.

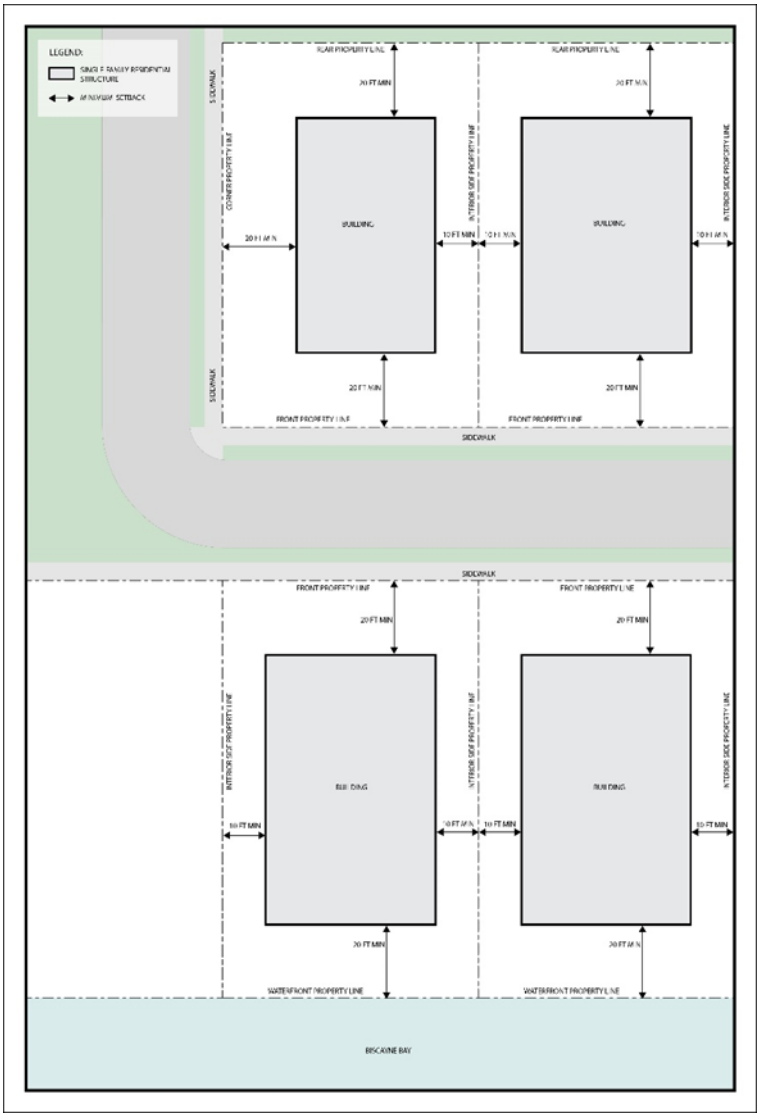
a. Minimum lot size:

(1) Area—7,000 square feet

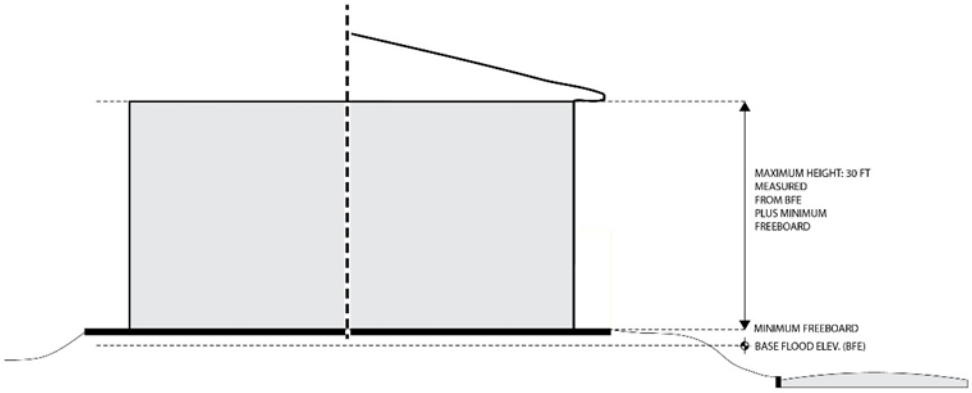
(2) Frontage—70 feet

b. Minimum yard setbacks:

Setback	**Distance (Feet)**
Front	20
Side (corner)	20
Side (interior)	10
Rear	20
Waterfront	20



c. Maximum building height:
Maximum building height shall not to exceed 30 feet above *Base Flood Elevation (BFE)* plus minimum freeboard. Where a *Structure* is elevated pursuant to *subsection 10.5.B.*, the ground level below the first elevated floor shall be designed in accordance with the requirements of *subsection 8.10.A.5.f.*

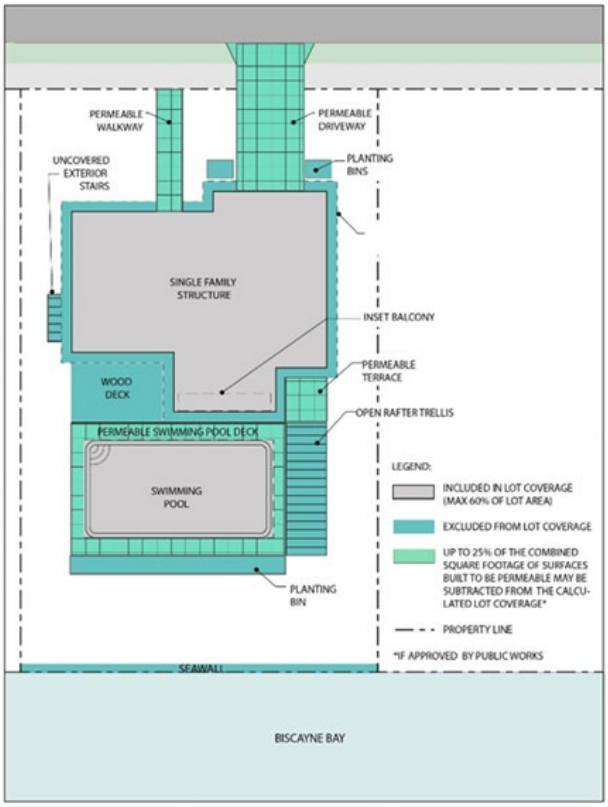


d. Minimum *Floor Area*:

(1) One story—2,000 square feet

(2) Two story—2,600 square feet

e. *Lot Coverage*:



(1) Maximum lot coverage – 60% of the total Lot Area.

(2) *Pervious Areas*: Up to 25% of the combined square footage of all parking areas, driveways, walkways, patios and terraces built with permeable materials may be subtracted from the maximum calculated impervious coverage on a lot, if

approved by the *Director of Public Works* (or ~~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.

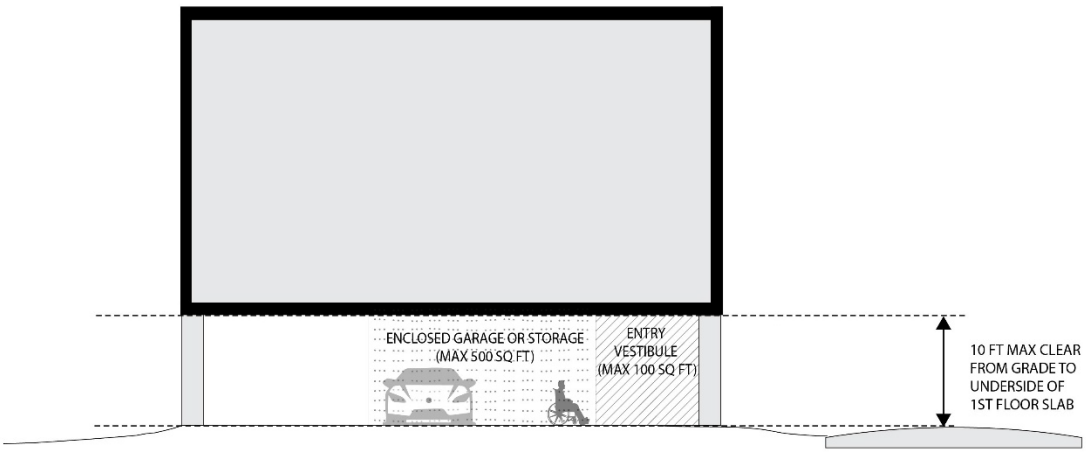
(3) *Green Space*: A minimum of twenty percent (20%) of the total *Lot Area* shall be maintained as unobstructed Green Space, and shall be landscaped~~, including a~~. No less than forty percent (40%) of the space in the *Front Yard* area shall be unobstructed, landscaped Green Space. For maximum vehicular and impervious area allowed in the Front Yard of single-family residential properties, refer to Sec. 9.3.E.2.c. ~~The area of landscape strips in driveways or walkways shall count toward the Green Space requirement.~~

f. The clearance of an *Understory* created by elevating a single-family residential building in accordance with *subsection 10.5.B*. shall not exceed ten (10) feet, measured from *Grade* to the underside of the first-floor slab. Only the following *Accessory Uses* shall be allowed in the Understory space:

(1) Unenclosed parking.

(2) Vestibule to the living area by means of a stairway or elevator, not to exceed 100 square feet in area. No other habitable space is permitted.

(3) Enclosed garage or storage space not to exceed 500 square feet, provided that the walls are designed so as not to impede the flow of water and the space is unfinished and unpartitioned.



B. *RS-2 Medium Density Single-Family Residential District*.

1. Purpose and intent.

The purpose of this District is to provide for medium-density single-family residential development in a relatively spacious setting, together with other principal uses as may be approved as use exceptions and such accessory uses as may be necessary and compatible.

1. Uses permitted.

a. *Single-Family Residential Dwellings*.
b. ~~including d~~Duly licensed ~~Home Occupation~~*Home-based Businesses* pursuant to Section 559.955, Florida Statutes.
c. *Accessory Uses* and *Structures* per *Section 8.16.A*.

2. Use exceptions as may be approved under *Section 8.11.*

3. Prohibited uses.
   a. All other uses not specifically or provisionally permitted herein.

4. Site development standards.
   a. Minimum lot size:
      (1) Area—6,000 square feet
      (2) Frontage—60 feet
   b. Minimum yard setbacks:

Setback	Distance (Feet)
Front	20
Side (corner)	15
Side (interior)	7½
Rear	15
Waterfront	25

   c. Maximum building height:
      (1) Three stories, not to exceed 35 feet above grade.
   d. Minimum floor area:
      (1) One story—1,500 square feet
      (2) Two story—2,000 square feet

C. *RM-40 Medium Density Multiple Family Residential District*.

1. Purpose and intent.

The purpose of this District is to provide for medium density multi-family residential development, together with other principal uses as may be approved as use exceptions and such accessory uses as may be necessary and compatible. This district is intended to be utilized as a transitional buffer between single-family residences and high-density apartments or commercial uses.

2. Uses permitted.
   a. *Multi-Family Residential Dwellings*.

b. Management offices within *Structures* containing eight or more *Dwelling Units*.

c. Duly licensed ~~Home Occupation~~Home-based Businesses pursuant to Section 559.955, Florida Statutes.

d. Accessory uses and structures per *Section 8.16.A*.

3. Prohibited uses.

a. All other uses not specifically or provisionally permitted herein.

4. Site development standards.

a. Minimum lot size.

(1) Area—10,000 square feet

(2) Frontage—100 feet

b. Minimum yard setbacks.

Setback	Distance (Feet)
Front	25
Side (corner)	25
Side (interior)	20
Rear	15
Waterfront	25
Adjacent single-family structure	100

c. Maximum density.

Forty (40) efficiency or one-bedroom *Dwelling Units* per net acre. The following required amount of lot area per unit shall determine the number of other dwelling unit types permitted.

Unit Type	Required Lot Area (Sq Ft / Unit)	Density (Units/Acre)
Efficiency	1,085	40.1
One-bedroom	1,085	40.1
Two-bedroom	1,200	36.3
Three-bedroom or larger	1,320	33.0

d. Maximum building height.

(1) 45 feet or four (4) stories, whichever is less.

e. Exclusion of grade level parking from height limitation.

(1) A grade level of parking, not exceeding ten (10) feet in height, shall not be included in this height limitation.

(2) The grade level parking floor may include other nonresidential uses, including laundry rooms, recreational rooms, storage rooms, and an office for building management.

f. Minimum pervious area:

Twenty-five percent ~~25~~ percent (25%) of the total lot area shall be retained as pervious area and shall be landscaped and maintained.

g. Minimum floor area.

Unit Type	Floor Area (Sq. Ft.)
Efficiency	400
One-bedroom	750
Two-bedroom	1,000
Three-bedroom or larger	1,150

5. Single-family homes approved under the provisions of *Section 8.11* consistent with the setback provisions of the RS-1 (Low Density Single-Family Residential District).

6. Use exceptions as may be approved under *Section 8.11*.

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 *Principal Uses* as may be approved as Use exceptions and permitted *Accessory Uses* pursuant to *Section 8.16.A.,* as may be necessary and complementary to, as well as compatible with a permitted *Use*.

2. Use permitted.

a. *Multi-Family Residential Dwellings,* along with property-specific *Amenities*.

b. Duly licensed *Home-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*.

3. Prohibited uses.

a. All other uses not specifically or provisionally permitted herein.

4. Site development standards.

a. Minimum lot size.
(1) Area – 11,200 square feet;
(2) Frontage – 80 feet
b. Minimum yard setbacks.

Location	**Distance *(Feet)***
Front	25
Rear / waterfront(1)	25
One side (interior)	15
Second side (interior)	20% of the *Lot* width but no less than twenty (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 twenty-five percent (25%) 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 configuration, 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 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 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) The tower shall be stepped back an additional ten (10) feet from the face of the pedestal along any street frontage.

(e) 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) 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) 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.

d. Maximum base building height: 150 feet from *BFE* for the property plus freeboard.

e. Maximum bonus building height: Bonus height may be approved according to *Section 8.12*.

f. Minimum pervious area at ground level: Thirty percent (30%) of the total *Lot Area* and thirty percent (30%) of the front yard area. The minimum required pervious area shall be retained/provided at grade level. (For additional related standards, see *subsection 5.b.* below).

g. Green space: A minimum of twenty percent (20%) of the total *Lot Area* shall be maintained as unobstructed Green Space and shall be landscaped. 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. Minimum floor area:

Unit Type	**Floor area (Sq. Ft.)**
Microunit	300 (449 max)
Efficiency/studio	450
One-bedroom	750
Two-bedroom	1,100
Three-bedroom or larger	1,300

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 *Section 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 permeable material. Up to twenty-five percent (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 a ~~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. 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 placed in a manner that does not encumber access to or views of the waterfront. The proposed location and character of all artworks 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 furnishings and pedestrian amenities along the 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 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 *Streets* and rendered in appropriate scale relative to adjacent buildings as well as the individual building.

E. CG General Commercial District

1. *Purpose and intent.*

The purpose of this district is to encourage the development of general office, retail, service commercial, tourist accommodations, and commercial-residential mixed use.

2. *Uses permitted:*

a. Bank or financial institution.

b. Clinic, urgent care, or hospital.

c. Dry cleaning substation or laundromat.

d. Lounge or nightclub (subject to the provisions of *Chapter 111* of the Village Code of Ordinances).

e. Medical or dental office/laboratory.

f. Personal services establishments, including but not limited to shoe repair, barber and beauty shop, stock brokerage, employment agency, travel bureau, and messenger service.

g. Post office.

h. Professional offices, including but not limited to architecture, accounting, engineering, investigative, investment and tax counseling law, medicine, and real estate.

i. Multi-family residential dwellings, in conjunction with ground floor commercial.

j. Tourist accommodations including hotels, motels, vacation rentals, and time-sharing units.

k. *Restaurants*, *Coffee Shops*, delicatessens, and fast order food establishments (excluding any form of drive-in or drive-thru service regardless of the type of establishment; see *subsection E.3.a*).

l. Outdoor seating/dining shall be subject to the following requirements and conditions:

(1) An application must be filed with the *Village Manager*, or ~~his/her~~ designee, for administrative review and approval, which shall include layout of all tables, chairs, benches, and other furniture; pedestrian ingress and egress; location of refuse containers; and other elements necessary to illustrate the proposed outdoor seating/ dining use and area (all drawings must be titled, indicate orientation, and be at an acceptable scale).

(2) Outdoor seating/dining areas and uses of the public *Right-of-Way* and/or any private property may be approved, denied, or approved with conditions, modifications, safeguards, or stipulations appropriately and reasonably related to the intent, purposes, standards, and requirements of the related regulations by the *Village Manager*. Such permit shall not be transferable in any manner and is strictly a ~~conditional use~~ warrant permit, issued for a period of one year,

renewable annually via payment of the annual occupational license fee for such outdoor seating/dining uses.

(3) The fee for outdoor dining/seating use and area will be charged annually in accordance with the Village's adopted *Fee Schedule*; the permit fee shall be added to the occupational license fee for the main business.

(4) The applicant shall provide an indemnity agreement that is acceptable to the *Village Manager*. This agreement will include specification of liability insurance provided.

(5) The ~~conditional use~~ warrant permitting of outdoor seating/dining use and area may be revoked by the Village Manager or ~~his/her~~ designee, upon finding that one or more conditions of these regulations have been violated, or that the outdoor seating/dining area and use are being operated in a manner that constitutes a public nuisance, or in any way that constitutes a reasonable risk of potential liability to the Village.

(6) Outdoor seating/dining use and area may be temporarily suspended by the Village for public use/purpose, utility, sidewalk or road repairs, emergency situations, or violations of provisions contained herein. The length of suspension shall be determined by the Village Manager, as necessary. Removal of all street furniture and related obstructions shall be the responsibility of the owner/operator of the outdoor seating/dining.

(7) Outdoor seating/dining area shall be kept in a neat and orderly appearance and shall be kept free from refuse and debris. The applicant shall be responsible for daily cleaning and sweeping of the outdoor seating/dining area and for the cleanliness and maintenance of any outdoor planters immediately adjacent to the outdoor seating/dining area. Use of *Village* sidewalks for trash and garbage removal shall be prohibited.

(8) Outdoor seating/dining use and area shall not interfere with the free and unobstructed pedestrian or vehicular circulation of traffic, public access to any *Street* intersections, crosswalks, public seating areas and conveniences, bus stops, *Alleys*, service *Easements*, handicap facilities, or access to any other commercial establishments. The width and location of the sidewalk pedestrian passage shall be as follows:

If there is seating on one side of the sidewalk, a minimum of five feet of sidewalk must remain clear and unobstructed for pedestrian passage~~;~~.

(9) Outdoor seating/dining area on the public rights-of-way shall be open and unenclosed. No building structures of any kind shall be allowed in and over any portion of the outdoor seating/dining area located on public property.

(10) Tables, chairs, and all other furniture used in the operation of an outdoor seating/dining area shall not be anchored or restrained in any manner. Individual

table umbrellas, planters, or other such non-stationary elements may be permitted within the outdoor seating/dining area and where applicable, shall have a minimum clearance height of seven feet above grade.

(11) Outdoor seating/dining use and area shall be restricted to the length of the sidewalk or public *Right-of-Way* immediately fronting the cafe or other establishment

(12) Outdoor seating/dining area shall be at the same elevation as the adjoining sidewalk or public right-of-way.

(13) Carts and trays for serving food are permitted in the outdoor seating/dining area.

(14) Outdoor seating/dining use and area shall not be provided with amplified sound of any kind.

(15) *Outdoor Seating/Dining Areas* may serve *Alcoholic Beverages* where such service is strictly incidental to the service of food and from a service *Bar* only; provided no entertainment of any kind is furnished. No *Sign* of any type or character shall be exhibited or displayed to the outside denoting that alcoholic beverages are obtainable within.

(16) Any administrative decision may be appealed to the *Village Commission* in accordance with the requirements of this Code.

(17) The hours of operation shall coincide with that of the primary *Restaurant*.

m. Retail sales establishments, including but not limited to the sale of appliances, books, stationery, drugs, hardware, liquor, groceries, meats, produce and fish; however, such retail sales shall be restricted to merchandise stored and displayed within the *Main Structure*.

n. Radio and television transmitting station and studio.

o. Studios for artists, photographers, sculptors, or musicians, including: the teaching of art, music, dancing, or artistic instruction.

p. Daycare or nursery.

q. Repair service establishments (shoes, watches, appliances, and other similar uses).

r. Gym or fitness center.

s. Commercial parking lot.

t. Business, vocational, and trade schools.

u. Pharmacy.

v. Animal hospital, grooming, and/or kennel.

w. Funeral home or mortuary.

x. Art gallery.

y. Religious institution.

z. Lodges, social organizations, and union halls.

aa. For accessory uses and structures, please refer to *Section 8.16.A*.

3. *Special uses permitted.*

Uses permitted upon approval of the *Village Commission* in accordance with the provisions pertaining to use exceptions (See *Section 8.11*).

a. *Drive-Thru or Drive-In* service.

b. Marinas, provided that the following provisions are adhered to:

(1) No docks or piers, including mooring piles, catwalks, and other appurtenances, shall be constructed closer than 7.5 feet to any adjacent property line.

(2) In no case shall a dock or pier project more than ten percent into the width of any waterway.

(3) Fire prevention and fire control equipment shall be provided as required by the ~~South~~ *Florida Building Code*.

(4) In conjunction with the dockage of moorage of vessels, the following water-related activities, vessels, and structures are prohibited:

(a) Commercial vessels.

(b) Haul-out facilities for major boat repair or overhaul work.

(c) Unscreened storage of boating supplies or accessories in the required *Front Yard Setback* area.

(d) Permanent live-aboard vessels except as required for work or security purposes.

c. Printing and publishing establishments, including blueprinting and photostating, provided that no such use shall occupy more than 1,500 square feet of *Gross Floor Area*.

d. Service stations, provided that the following provisions are adhered to:

(1) All *Structures* shall be designed in a manner that is compatible with the overall environmental and architectural design goals of the community.

(2) All properties shall have at least 150 feet of frontage.

(3) All new and used merchandise shall be stored and displayed within the main structure except tires, accessories, and lubrication items, which may be maintained in movable or enclosed cabinets.

(4) No used or discarded automotive parts or equipment or permanently disabled or wrecked vehicles shall be located outside the *Main Structure* except within an

enclosed trash storage area.

(5) Major repairs or engine overhauling or transmission repair, painting, body and fender repair, and tire recapping is not permitted.

(6) The rental of heavy equipment and the sale or rental of merchandise not related to the motoring public, other than as specified herein, is excluded.

(7) The storage of up to ten (10) rental trailers or automobiles is permitted, provided that the trailers or automobiles are backed up against a six-foot high wall and located not less than twenty (20) feet from any sidewalk, street, or driveway.

(8) Car washes are permitted as an *Ancillary Use* subject to being located 200 feet from residential uses and subject to hours of operation.

(9) Trash shall be stored in areas shielded from public view. Storage trash containers shall be enclosed and covered.

(10) Any lights provided to illuminate or advertise the service station~~,~~ shall be installed and maintained in a manner so as not to create an undue glare on adjacent properties.

(11) Structures shall not occupy more than ~~30~~ thirty percent (30%) of the *Total Lot Area*.

(12) Driveways shall be permitted at the intersections of primary and secondary arterials, provided the construction of driveway entrances is within the curb return, but shall be at least five feet beyond the end of the curb return. At all intersections, whenever possible, combine driveways servicing both service station and adjacent uses, shall be designated and provided.

(13) Planter areas and tree wells shall be constructed and equipped with irrigation and drainage facilities and landscaped prior to final building inspection.

(14) Whenever the *Use* abuts a *Residential District*, a wall shall be erected along the property line eight feet in height.

(15) Service stations shall not be permitted within 300 feet of the property line of any ~~church, synagogue~~ *House of Worship*, hospital, and school.

(16) No more than four service stations shall be permitted within the *Village* at any one time.

e. Theaters for the showing of motion pictures shall provide no less than 400 fixed seats. When the theater is to be used solely for activities of a performing art, or an event of a cultural or civic nature, a lesser number of seats may be required by the *Commission*.

f. Yacht clubs, provided they have a minimum of 150 feet of water frontage and no main building is less than 4,000 square feet in gross floor area.

g. Public Storage, in conjunction with another use which is listed as a permitted use in the General Commercial zoning district. The public storage use may occupy no more than thirty five percent (35%) of the floor area of the development. Additionally, no special use approval for a public storage use shall be granted within 2,500 feet from an existing public storage facility. This distance shall be measured as the airline distance between the nearest property lines of the proposed public storage location and the existing public storage location.

4. *Prohibited uses.*

Boat storage facilities utilized for the purpose of storing boats shall be prohibited in the CG (General Commercial) District.

5. *Site development standards.*

a. Minimum lot size:

(1) Area—10,000 sf

(2) Frontage—75 feet

b. Minimum yard setbacks:

Location	Distance (Feet)
NE 79th Street (north side)	40
Other street frontages	25
Rear	25
One Side (interior)	15
Second Side (interior)	20% of the lot width

c. Maximum base building height:
150 feet.

d. Maximum bonus building height:
Bonus height may be approved according to *Section 8.12*.

e. Maximum FAR:
The maximum floor area ratio for all non-residential uses is 3.0. Areas used for parking shall not be counted towards maximum FAR. Hotels and motels are considered commercial uses.

f. Maximum base density for residential units:
Seventy (70) efficiency or one (1) bedroom dwelling units per net acre. The following required minimum amount of lot area per unit shall determine the number of other dwelling unit types permitted:

Unit Type	Required Lot Area (Sq. Ft./Unit)	Density (Units/Acre)

Efficiency	623	70.0
One-bedroom	623	70.0
Two-bedroom	685	63.6
Three-bedroom or larger	750	58.1

g. Maximum bonus density:
Bonus density may be approved according to the *Transfer of Density Rights* program in *Section 8.13*.

h. Minimum pervious area:
~~20~~Twenty percent (20%) of the total parcel. The lot area at grade level shall be retained as pervious area and shall be landscaped.

i. Landscaping:
Shall be provided according to Miami-Dade Landscaping *Chapter 18A*.

j. Minimum ~~unit~~ floor area required by unit type:

Unit Type	Floor area (Sq. Ft.)
Hotel or Motel	200
Efficiency	600
One-bedroom	900
Two-bedroom	1,200

F. Urban Core Zone (T6)

1. *Purpose and Intent*. The Urban Core Zone consists of the highest density and greatest variety of Uses, including civic buildings. A network of small blocks has walkable thoroughfares with wide sidewalks, with steady tree planting and buildings set close to the Frontage with frequent doors and windows. See *Chapter 15* for use and development standards within the Urban Core Zone.

G. Public Buildings and Grounds [Reserved]

§ 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.

A. *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 permitted without bonuses shall be developed as workforce housing *Dwelling Units* for households with incomes between 60% and 140% of Miami-Dade County AMI.

B. *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 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.

1. During the site plan 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 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*.

2. Additional density above 120 dwelling units per acre, up to a maximum of 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 of 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 *subsection 8.10.1.A*. and *8.10.1.B.1.* Total density including bonuses shall not exceed 150 dwelling units per acre.

3. 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 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

C. *Applicability.*

The workforce housing requirements described above shall be satisfied through on-site provision of qualifying units for 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.

D. *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 nonrefundable, or transferable to a new site plan approval. A development seeking re-approval for 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.

E. *Community Contribution Fee*

1. Community contribution feed 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*.
2. 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.

F. *Workforce Housing Program Administration*

1. 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).
2. *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:
   a. *Condominium.* ~~means that~~ A form of ownership of real property created pursuant to Chapter 718 of the Florida Statues, 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.
   b. *Condominium Conversion. As* ~~has the meaning~~ established by Sections 718.604-718.622 of the Florida Statues.
   c. *Control Period.* ~~means e~~ 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.
   d. *Covered Development.* ~~means a~~ All developments providing Workforce Housing units pursuant to Chapter 8, Section 8.10.1. of the North Bay Village Unified Land Development Code.
   e. *Department.* ~~means,~~ ~~u~~ Unless otherwise indicated, refers to the Department or Division designated by the Village Manager to administer this program or any successor agency.
   f. *Developer.* ~~means a~~ Any person, form, 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.
   g. *Eligible Household.* ~~means a~~ A household whose total income is between ~~8~~60% and 1~~0~~40% of Miami-Dade County Median Household Income (MHI).
   h. *Eligible Household Income.* ~~means a~~ 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.
   i. *Household.* ~~means a~~ Any natural person who occupies a Workforce Housing unit as their primary residence.

j. *Market Rate Dwelling Units.* ~~means a~~ All dwelling units in a covered development that are not Workforce Housing units as defined herein.

k. *Median Household Income (MHI).* ~~means t~~ 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.

l. *Program Administrator.* ~~means, u~~ Unless otherwise indicated, refers to the individual or individuals designated by the *Village Manager* to administer the Workforce Housing Program.

m. *Qualified Household.* ~~means a~~ An eligible household with annual incomes within the affordable ranges established in this Code.

n. *Qualified Improvement.* ~~means a~~ 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.

o. *Workforce Housing Density Bonus Agreement.* ~~means a~~ 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.

p. *Workforce Housing Unit.* ~~means a~~ 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 60% and 140% of Miami-Dade County MHI.

q. *Workforce Housing Unit Rent.* ~~means r~~ 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 as used by Florida Housing Corporation for its multifamily rental programs ~~(published annually by *http://www.floridahousing.org*)~~.

3. *Compliance Procedures.* Workforce Housing Declaration of Restrictive Covenants and Workforce Housing Agreement.

a. 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.

b. 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.

c. 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*.

4. *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~~*Village 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.*

5. Workforce Housing Density Bonus Criteria.
   a. Workforce Housing units shall be built on the same site as the proposed development.
   b. Workforce Housing units must be reasonably dispersed throughout the project, and not clustered together or segregated in any way, from the market-rate units.
   c. 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.
   d. Workforce Housing units shall be developed simultaneously with, or prior to the development of the other market-rate units.
   e. 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.

f. The interior building materials and finishes of the Workforce Housing units shall be substantially the same type and quality as market-rate.

g. Workforce Housing units aimed at workers considered essential (such as educators, first responders (e.g., police and firefighters), and service workers) shall be prioritized.

6. *Workforce Housing Density Bonus Agreement.*

a. 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.

b. 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 tenant of rental units.

7. *Maintenance of Rent Affordability.*

a. On an annual basis, the *Village Manager*, or ~~his/her~~ designee, shall make available copies of updated AMI ranges, and associated rental limits applicable to Workforce Housing units in North Bay Village based on official information available from Miami-Dade County or *U.S. Department of Housing and Urban Development*.

b. 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.

c. 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 the won 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*.

8. *Violations.*

a. It is a violation of this ordinance to:

(1) Fail to file required affidavits or audits when required.

(2) Rent or lease a Workforce Housing unit to a person or family that is not income eligible as required by this Code.

(3) Knowingly give false or misleading information relating to this program to any Village employee.

(4) 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.

b. 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.

c. 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.

§. 8.10.2 – 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.

A. *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.

1. "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.

2. "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.

B. *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.

C. *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:

1. 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
2. 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.

D. 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.

1. The funds collected for deposit in the workforce housing trust fund may be utilized for the following workforce housing programs:
   a. 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).
   b. 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).
   c. 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).

d. 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).

e. 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.

2. The Village Commission may from time to time authorize additional programs which may be funded through the workforce housing trust fund by resolution.

3. 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.

E. Essential Worker Prioritization.

1. 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:

a. North Bay Village Police, Fire Department employee or general employees of North Bay Village.

b. Miami-Dade County Public School employees working at a school in North Bay Village.

c. Licensed health professionals working in North Bay Village.

d. Residents employed by North Bay Village.

2. 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.

§ 8.11 – Use exceptions

A. *Purpose and intent.*

In order to provide for adjustment in the relative locations of uses and buildings of the same or of different classifications; to promote the usefulness of these regulations as instruments for fact-finding, interpretation, application, and adjustment; and to supply the necessary flexibility to their efficient operation, use exceptions are permitted by these regulations.

B. *Use exceptions permitted.*

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 center/marketing office ~~approval~~ for ~~no more than~~ a period of up to twelve (12) months, renewable administratively up to two (2) additional time twelve (12) month periods for a maximum of thirty-six (36) months.
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.
7. Parking garages as stand-alone, principal structures in multifamily residential zoning districts, provided their purpose is to serve adjacent multifamily residential development and subject to the design standards established in Sec. 9.3.E.
8. Temporary construction trailers and/or units used for the storage of construction materials, following issuance of a development order for a project, subject to the following limitations:
   a. The placement, size, and access to all trailers, parking, landscaping, buffering, and lighting, shall comply with all applicable zoning and building requirements.
   b. Construction trailers shall require a building permit. If utilities are needed, electric and/or plumbing permits shall be required.
   c. Construction trailer permits shall only be issued in connection with permitted building construction, rehabilitation, or demolition activity.
   d. No sales or leasing shall be conducted from temporary construction trailers.
   d. The placement of construction trailers through a Use Exception shall be permitted for a period of twelve (12) months, renewable administratively in periods of twelve (12) additional months at a time, until the project is completed.

c. All approved construction trailers, storage units and/or related outdoor storage, construction fences and similar uses and structures shall be removed from the property prior to the issuance of a certificate of completion or the first Certificate of Occupancy, whichever occurs first.

C. *Expiration of use exception*.

After the *Village Commission* has approved a use exception, the use exception shall expire after two years, measured from the date of final Commission action, if no substantial construction or change of use has taken place in accordance with the plans for which the use exception was granted.

D. *Reapplication for use exception*.

No application for a use exception shall be filed less than one year after the date of disapproval by the Village Commission of an application for a use exception involving the same land or any portion thereof.

§ 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, the maximum building height (with bonus) that may be approved according to this ~~s~~Section is 240 feet.
2. Properties in the RM-70 District that are one (1) acre or less and receive development rights pursuant to *Section 8.13* 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.

C. Fees.

1. Bonus height *Community Contribution Fees* shall be paid to North Bay Village in the following manner: a fifty percent (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.

2. The Community C~~c~~ontribution F~~f~~ees shall be assessed and payable to the *Village* in

accordance with the Village's adopted *Fee Schedule*, as may be amended from time to time.

3. Community Ccontribution Ffees collected according to the bonus height program shall be utilized for the purchase of future *Village* parks, land for additional public *Open Space*, other public amenities, or infrastructure projects.

4. The bonus fees shall be paid in the following manner:
   a. Applicant will pay to the Village a deposit equal to 10% of the total bonus height or density fee (the "Bonus Fee") within ninety (90) days of the date the site plan approval becomes final and non-appealable. The deposit will be applied to the total *Bonus Fee* due.
   b. The deposit payment shall be non-refundable.
   c. The deposit will be a credit against the Bonus Fee and such credit will run with the land. Without limiting the foregoing, the deposit will run in favor of all owners and successor owners of the subject property and to all site plan approvals regarding the property, even if one or more site plan approvals expire.
   d. The development agreement to be executed and recorded in connection with the site plan approval for the corresponding project shall contain appropriate language providing that the Bonus Fee deposit running with the land as provided in item 3 above.

§ 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~~ *Section 8.10.1.*

A. Community contribution *Fees* stipulated in ~~Section 8.13.D~~ *Section 8.13.C* below shall be payable to the *Village* for each additional unit of density above the base density. See ~~Section 15.2.H~~ *Section 8.10.1*. for specific requirements.

§ 8.13 – Transfer of Density Rights (TDR) Program.

Properties in the RM-70 district may request to purchase additional *Dwelling Units* from North Bay Village, allowing for increased density and height, as follows:

A. *Sending Sites.*

The sending sites shall be land currently owned by the *Village*. Any and all Village-owned property shall be considered as an eligible TDR sending or donor site. Total transferred density allocation within the Village shall not exceed the total developable potential of the sending sites. Total transferred density allocation on Harbor Island shall not exceed the total developable potential of the sending sites located on Harbor Island. The *Planning and Zoning Official* shall track and keep an official tally of the development rights available for transfer, which shall be updated with each transaction. 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 t 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 ULDC. 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.

D. *Fees*.

1. The applicant shall pay a Community Contribution Fees 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, as follows:
   a. Fifty percent (50%) of the total assessed Community Contribution Fee shall be payable within ninety (90) days of *Commission* approval of site plan.
   b. Fifty percent (50%) of the Community Contribution Fee shall be payable prior to or upon the issuance of a building permit.
2. Payments of Community Contribution Fees for transferred density rights shall be nonrefundable.
3. Should the Site Plan approval expire, the transferred density rights shall revert to North Bay Village.
4. Community Contribution Fees collected according to the TDR program shall be utilized by the Village for the purchase of future Village parks, land for additional public *Open Space*, other public amenities, or infrastructure projects.
5. The number of *Dwelling Units* that the applicant must purchase to achieve the desired density shall be derived from the following calculation:

   (number of dwelling units at total density including TDR allocation) minus

   (number of dwelling units allowed according to base density) equals

   (number of units that must be purchased)
6. Community Contribution Fees shall be reviewed annually by the Village Commission on

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes introduced after the Planning and Zoning Board meeting to reflect staff or external expert feedback are highlighted. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

the recommendation of the *Village Manager* during the budget process.

§ 8.14 – Shoreline accessibility.

All properties in the RM-70 district 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 *Island Walk* shall be provided continuously along the water for the full width of the property. In addition, all properties in the RM-70 district 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 *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 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*.

D. *Easements* for both the *Island Walk* and public access connection walkway shall be dedicated and recorded prior to issuance of a *Building Permit*. The easement for the *Island Walk* shall provide connection to the *Island Walk* of contiguous properties.

E. The *Island Walk* and public access walkway shall be open to the public daily, during hours determined by the *Village*.

F. All design features including hardscape and softscape treatments, furnishings, lighting, signage, artwork, etc. shall be consistent with the *Island Walk Standards*.

G. All shoreline accessibility facilities constructed according to this section shall be ADA compliant.

§ 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~~ *Section 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:

A. Statement of ownership and legal description;

B. Permitted uses and special exceptions;

C. Minimum dimensional requirements. Such requirement shall include *Lot Area* and width, *Setbacks*, *Building Height*, minimum *Floor Area*, *Accessory Structures*, and other dimensional information pertinent to the project;

D. Landscaping, parking, and signage requirements;

E. Applicable design guidelines. The applicant shall submit as a requirement of the master development agreement, conceptual rendering, plans, schematics, and/or other design document, as may be necessary to illustrate that the project is meeting the design guidelines for the district in which the project is located;

F. Project phasing~~.~~;

G. The method by which common areas facilities and areas visible to the public shall be maintained. This includes whether the project will be owner operated or under the control of condominium association, special taxing district, and/or community development district;

H. The maximum number of *Dwelling Unit*, maximum square footage of any commercial uses, and/or the maximum number of hotel rooms;

I. Improvements to infrastructure that may be required by the UDLC and/or Miami-Dade County by or agreed upon by the *Village* and the owner of the subject property;

J. Expiration date; and

K. Any other information deemed pertinent by the planning and zoning ~~director~~ official or *Village Commission*. The *Planning and Zoning ~~Director~~ Official* may waive any of the master development agreement submittal items or portions of items.

The applicant or its successor in interest shall submit yearly progress reports to the Village beginning within six (6) months of the date of approval and within one (1) year thereafter. Pursuant to *Section 5.10* of the UDLC, all site plan approvals for which construction has not initiated shall expire two (2) years from the date of final approval, unless otherwise extended by Commission at initial site plan approval or upon request for extension. Development agreements entered into pursuant to this section shall follow the time frame of the corresponding site plan approval and shall also expire concurrently with the expiration of the site plan approval. An extension of the project site plan pursuant to Section 5.10 of the UDLC shall also extend the development agreement for the corresponding project. Initiating construction shall mean the submission of an application for a building permit for the project.

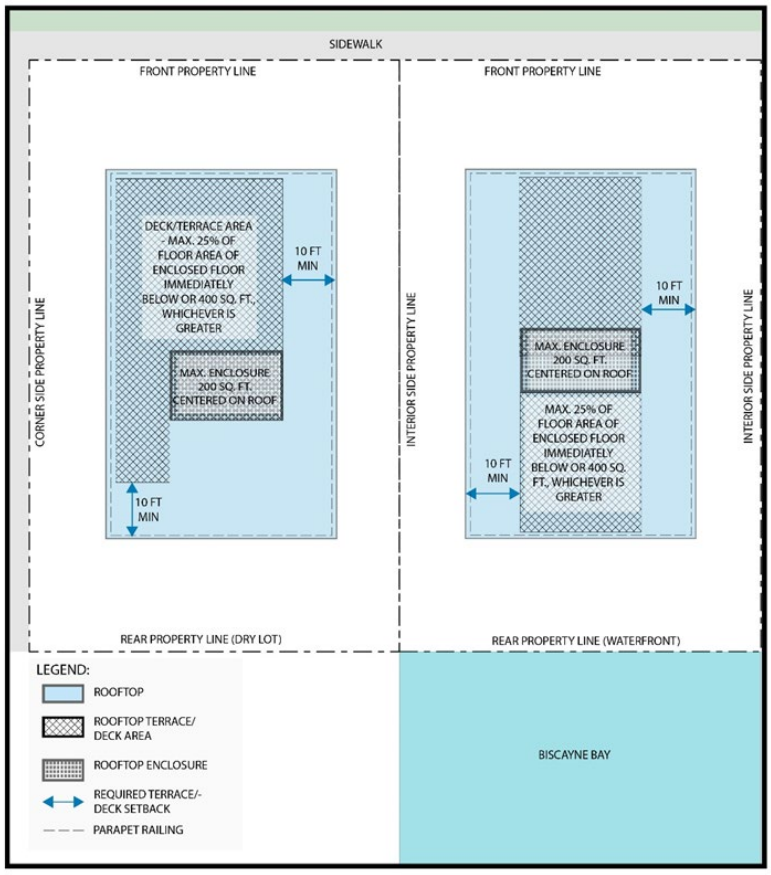
DIVISION 3, SUPPLEMENTAL USE REGULATIONS

§ 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 single family 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, tiki huts, patios, pergolas, trellises, and similar.
      (3) Private tennis, basketball, or volleyball courts or other similar outdoor recreational uses and facilities.
      (4) Storage structures (sheds) provided no such structure exceeds 150 square feet in gross floor area and is not more than 12 feet high from grade.
      (5) In addition to the above, the following shall be permitted in the RS-1 district:
         (a) Rooftop decks and terraces, not exceeding a combined surface area of 25% of the enclosed floor area immediately one floor below or 400 square feet, whichever is greater, and set back at least 10 feet from each side of the structure's exterior outer walls, when located along a side elevation not facing a street, and from the rear elevation for non-waterfront lots. Rooftop decks and terraces shall meet the requirements of *Subsection 8.17.G.* and *Section 9.21*.
         (b) Rooftop enclosures no more than 200 square feet in area, excluding the enclosed square footage dedicated to an interior staircase or elevator shaft. The enclosure shall be located as close to the center of the roof as possible and be visually recessive such that it does not become a vertical extension of exterior building elevations as viewed from any property line as demonstrated by a ~~line sight~~ sightline diagram and shall meet the height restrictions of *Subsection 8.17.G.7.* Rooftop enclosures shall not have interior plumbing or kitchen facilities.



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.

(3) *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.

(d) Such external signs shall be affixed flat against the *Facade* or *Awning* canopy of the commercial space occupied by the *Nonresidential Use*.

(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.

(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*.

(g) The area of such nonresidential uses shall not exceed 0.05 percent of the net square footage of the structure up to a maximum of 10,000 square feet.

(h) Additional parking shall be provided within the development at the ratios established for the specific nonresidential uses in *Section 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 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 five percent (5%) of the gross floor area of the *Structure*.

(9) Rooftop decks and terraces, not exceeding a combined surface area of eighty percent (80%) of the enclosed *Floor Area* immediately one floor below and set back at least five (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) 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.

(4) Disaster Shelters.

(5) *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*:

a. No *Accessory Uses* shall be occupied or utilized unless the *Principal Structure* to which it is accessory is occupied or utilized.

b. All accessory uses and structures shall comply with the use limitations applicable in the *Zoning District* in which they are located

c. All accessory uses and structures shall comply with the site development standards applicable in the zoning district in which they are located, unless specifically authorized otherwise herein.

d. All accessory uses shall be arranged and maintained so as not to encroach into any required yard setback area, unless specifically authorized otherwise within the provisions of this ~~c~~Chapter, or Chapter 15 for properties located in the T6-24 and T6-30 district.

e. All accessory structures shall comply with all provisions of the ~~South~~ *Florida Building Code*, as amended from time to time.

A. *Seawall Standards.*

In addition to all other requirements of this Code, all properties directly abutting North Bay Village's shoreline, upon, and as part of, their development, redevelopment or substantial improvement ~~redevelopment of~~, shall be required to design, construct, and otherwise conform their respective seawalls to the design criteria and standards established in the Seawall Design Criteria Project Memorandum, dated October 19, 2020, prepared by Moffatt & 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.

DIVISION 4, SUPPLEMENTAL DEVELOPMENT STANDARDS

§ 8.17 – Supplemental Development Standards.

[Editor's note: For additional standards specific to the T6 Transect Zones, see Chapter 15, Section 15.3.]

A. *Awnings and canopies in non-residential development.*

1. Pedestrian-related concerns are a priority in the creation of a successful development. Overhead protection from rain and sun should be provided for pedestrians. *Awnings* have an impact on the appearance of the storefront and *Building* and tend to bring pedestrians closer to shop windows and entrances. Consideration shall be given to the following where applicable:
   a. Buildings/storefronts should have awnings or other means to provide pedestrians with sun/rain protection unless physically unsuited.
   b. Continuous awnings over several stores are prohibited.
   c. Individual awnings should be distinct from ~~its~~their adjacent neighbor. When multiple awnings are attached to one *Building*, awnings shall be of identical height and depth.
   d. High gloss vinyl (plastic) awnings, backlit, and metal awnings are prohibited. These awnings, because of their high visibility, become attention-getting devices - such as a *Sign*, rather than means to provide comfort and protection for the pedestrian. Such awnings overwhelm the appearance of the buildings they are attached to, detracting from architectural qualities. Awnings that incorporate subtle down-lighting in a manner which creates a discreet peripheral washing of the awning, may be appropriate in some instances.
   e. Metal awnings should be contemporary in design and shall be subject to the same restrictions and guidelines as other awning materials.
   f. Awnings shall be maintained in good repair, free from tears, fading or peeling.
   g. Awnings may be supported by poles and connected to the building underneath.
   h. Awnings needing vertical support columns are prohibited in the setback area.
   i. The awnings on corner buildings shall continue around the corner for compatibility with building form and pedestrian patterns, wherever possible.
   j. Awnings shall not to be used where there is an existing projecting concrete sunscreen, except that a vertical awning valance may be suspended below the sunscreen with a clear height of eight feet above the sidewalk.
   k. Awnings should utilize color schemes that blend with those of neighboring developments as well as consistency in color schemes for the site. Accent colors should be chosen to enhance architectural details. Solid color and broad striped fabric patterns are preferred.
2. Awnings and Canopies in the T6-24 and T6-30 District see Chapter 15, *Section*

15.2.E.9.

B. *Boats, docks, and piers.*

Dockage space and facilities for the mooring of pleasure boats, yachts and other noncommercial watercraft may be permitted in any *Residential District* on any waterway as an *Accessory Use*, provided that:

1. No boat may be used or maintained for overnight sleeping or living purposes or as a place of residence.
2. No boat may be used for any commercial purpose.
3. Docks shall be constructed and permitted according to *Section 9.12*.
4. All the regulations, standards, and requirements of *Chapter 150* and *Section 9.12* of the Village Code shall be complied with.
5. Barges and vessels shall be permitted in residential districts only for loading, unloading and on-site construction, in compliance with *Chapter 150* and *Section 9.12*.
6. Floating vessel platforms, floating boat lifts, floating docks, or similar temporary moorings may be installed and maintained in accordance with Miami-Dade County *Section 24-48* Class 1 permit requirements, if required.
7. Unencapsulated expanded polystyrene floating docks, floating platforms, and 65 buoys are prohibited to be used or placed in any of the waters and waterways 66 within the jurisdiction of the *Village*. This provision shall not apply to county, State, 67 or federal government entities.
8. Floating vessel platforms, floating boat lifts, floating docks, or similar temporary moorings shall not be maintained in an unsightly appearance, badly deteriorated condition, in a condition which is likely to cause damage to public or private property, or in a manner which may be a menace to navigation.

C. *Clotheslines.*

Clotheslines are regulated according to *Sec. 8.30.* No clotheslines, drying racks, poles, railings, or other similar devices for hanging clothes, rags, or other fabrics shall be erected or maintained in a front or corner side yard.

D. *Construction materials on premises before permit issued, removal of materials.*

1. Construction materials and equipment shall not be deposited on any premises, lot, or proposed building site in any district prior to the obtaining of a building permit as required herein.
2. Surplus materials and construction equipment shall be removed from the premises if the job is abandoned, and before occupancy of the completed structure will be permitted.

E. *Dumpster enclosures.*

1. Mechanical equipment is necessary to the function of the *Buildings*, which comprise a successful development. Unfortunately, space must be found for components that are

sometimes large, noisy, and unsightly. Mechanical equipment, particularly when added after the building is in use, can interrupt the streetscape and public views, decreasing the comfort and livability throughout the area. Enclosures and mechanical rooms shall conform to the following criteria:

a. When associated with new construction or rehabilitation valued at more than 30 percent of the building value as determined by the *Building Official*:
   (1) *Restaurant* and/or *Drinking Uses*, trash and garbage facilities shall be within an enclosed, air-conditioned garbage room; and
   (2) Commercial, office or multifamily uses, trash and garbage facilities shall be within an enclosed, cross-ventilated garbage room.

b. When located outside of the *Building*, the trash and garbage facilities shall be enclosed within a decorative CBS, wood, metal or recycled products material, opaque structure. The *Structure* (including opaque gates) shall be painted or finished to match the building's appearance. No such containers shall be kept, utilized, left stored or maintained in front of any *Principal Structure*, except on collection day.

c. Dumpster enclosures shall be located in visually obscure areas of the site and shall be designed in a manner as to visually screen the dumpster from adjacent view and shall include a dumpster locking device on containers that include food waste to prevent access to the dumpster by birds or rodents.

d. Dumpster enclosures shall be placed in such a manner as to allow sanitation trucks to pick up garbage in a manner they are designed for.

e. Roof-mounted mechanical equipment and elevator shafts shall be screened by a parapet wall or grilles and shall be painted in muted colors or match the *Building* and shall not be visible from the *Street*.

f. All service bays, mechanical (HVAC) equipment and delivery areas should be located away from and not visible from the streets, waterways, sidewalks, and adjacent properties.

g. Service bays, ground-mounted air conditioning units, and other mechanical equipment shall be screened from public and on-site pedestrian view and buffered.

h. Exterior service bays and delivery areas should not be used for the storage of vehicles or materials.

F. *Fences, walls, and hedges.*

1. When required

a. An eight-foot high wall, hedge, or *Fence* shall be required along all side and rear commercial property lines which are contiguous to a residential zoned property, subject to vision clearance requirements established elsewhere in this section. For additional fence, wall, hedge and street screening requirements in the T6-24 and T6-30 transect zone, refer to Chapter 15, *Section 15.3*.

b. All permitted outdoor storage areas in multifamily residential and commercial zones

shall be visually screened from public view by an eight-foot-high solid wood or masonry fence or wall.

c. Fences or walls to be built in connection with other permitted recreational uses such as baseball backstops, tennis courts, handball courts, and the like shall be permitted at the height necessary for the particular use.

d. Concrete Block Walls. No fence, solid contiguous wall or ledge consisting of blocks or concrete shall be erected, constructed, installed, or maintained in any manner parallel to the 79th Street Causeway.

2. Prohibitions

a. No fence, wall, or hedge may be constructed, installed, or maintained within six feet of any fire hydrant or other emergency apparatus.

b. No fence, wall, or hedge may be constructed, installed, or maintained which in any manner creates a visual obstruction to vehicular traffic. In no event shall any fence which obstructs or obscures vision, or any wall or hedge exceed four feet in height within 30 feet of the intersection of official *Right-of-Way* lines.

c. No wall or fence shall exceed five (5) feet in height within any required front yard setback, provided such fence or wall does not create a visual obstruction to pedestrian or vehicular traffic. For fences on corner lots, both street frontages shall be considered *Front Yards*. Additionally:

(1) Landscaping shall be required on the street side of any such wall or fence and the entire width of the landscape bed shall be at least 18 inches for the entire length of the fence of wall, excluding gated sections.

(2) Any concrete wall or concrete block wall shall be sustained in a finished condition.

d. Hedge heights shall not exceed twelve (12) feet in height in the front, rear and side setbacks in the RS-1 and RS-2 Districts, provided that:

(1) Such hedges do not interfere with vehicular traffic or visibility on public *Right-of-Way*;

(2) Such hedges are neatly trimmed;

(3) ~~The property owner responsible for planting the hedge shall maintain the entire hedge, including the sides facing the neighboring properties in order avoid any hindrance to said neighboring property.~~

~~(4)~~ Hedge planting is strictly prohibited within the *Village* right-of-way or *Easement* area.

e. Walls and fences in the rear and side *Setbacks* shall not exceed a height of six feet.

f. No chain link, wire or cable fencing or fences similar in appearance to any of the foregoing will be permitted within *Front Setbacks*. (This includes all areas past the

front edge of the house running towards the *Street*).

(1) There shall be no grandfathering of chain link fencing within the *Front Yard*, *Street Side Yard* or visible from the *Right-of-Way* for any property.

g. Ornamental entrances, fountains, plant containers, and similar architectural features exceeding the wall height restriction will be permitted, provided that:

(1) No such feature shall exceed in height the wall height restriction for that district plus three feet; and

(2) There shall be only one such feature in any front, side, or rear *Yard*, except that there may be two entrance gates.

h. Planting of vegetation in *Easement* areas shall conform to the following:

(1) No trees may be planted within any easement or public right-of-way area as shown on the recorded *Plats* of the various subdivisions of the Village ("easement areas").

(a) Nothing in this section shall be construed to prohibit the planting of low growth landscaping in the easement or right-of-way areas ("easement landscaping").

(b) Easement or right-of-way landscaping is subject to removal by the Village without notice in the event that this landscaping impedes access to these areas. The Village shall not be responsible for damage to the removed landscaping;

(c) Prior to planting such easement landscaping in easement areas, the property owner shall execute a permission for removal, release and indemnification agreement, in a form acceptable to the Village, pertaining to such easement.

~~i. For single family properties on North Bay Island. The linear footage of any property's street front Village easement or right-of-way area must maintain a greenspace (pervious) area whereby the permissible paved area is to be limited to only 40 percent of that total linear footage.~~

~~(1) The protected greenspace shall be restricted from any paving materials including but not limited to asphalt, concrete, brick, pavers, gravel, or solid cover of mulch.~~

~~(2) The depth of that protected pervious area must be maintained at full easement depth from the street to the property boundaries.~~

~~(3) Any paving of the property frontage beyond the easement area (within front yard), and greater than 40 percent of the permitted linear footage must create a green landscape facade to decrease the sight line of that paved surface from the street view.~~

~~j. For single family properties on all islands.~~

~~(1) Front yard area may be paved up to 40 percent of the total linear footage.~~

~~(2) The balance of footage may only be paved if a greenspace is created between~~

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes introduced after the Planning and Zoning Board meeting to reflect staff or external expert feedback are highlighted. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

~~the Village's sidewalk and the paved area, for a depth of no less than 48 inches, and heavily landscaped to create green landscape facade to decrease the sight line of that paved surface from the street.~~

~~k. Nonconforming uses of land.~~

~~The lawful use of land existing at the time of the passage of this ordinance or an amendment thereto, although such uses do not conform to the provisions of this ordinance, may be continued subject to the following provisions:~~

~~(1) Front yard areas may not be increased in paved areas.~~

~~(2) All rights and obligations subject to the nonconforming use of the land run with the land and are not personal to the present owner or tenant of the nonconforming use of land and are not affected by a change in ownership or tenancy.~~

3. General requirements

a. Construction and materials.

(1) No fence or wall may be constructed of materials which will be hazardous to the health, safety, or welfare of persons or animals.

(2) Fences which are erected with sheathing, pickets, or slats on one side only shall have such materials placed on the side of the fence facing the adjacent property in such a manner as to conceal the structural elements of the fence from off premises view.

(3) Walls or fences constructed of concrete block shall be constructed so that the side facing away from the property on which the wall or fence is located shall be finished with stucco or some other approved material.

b. Maintenance. All fences, walls, and hedges shall be maintained in a safe, attractive, and non-hazardous condition.

(1) Hedges shall not extend over or into the public *Right-of-Way* for the full height of the hedge.

(2) Maximum height.

(a) No fence or wall shall exceed six (6) feet in height and no hedge shall exceed six feet except as may be permitted or further restricted elsewhere in this ~~s~~Section.

(b) The height of a wall, fence, or hedge shall be the vertical distance measured from the average elevation of the finished *Building* site to the top of the *Wall*, *Fence*, or hedge.

(c) The average elevation shall be measured along the wall, fence, or hedge line that the same is to be placed.

(d) The *Land* within the area which the wall, fence, or hedge is to be placed may not be increased or decreased to affect the permitted height unless the entire

building site is to be graded to level off this area.

4. ~~*Temporary fence around construction site*~~ Temporary fence around construction site. Nothing in this ~~s~~Section shall be deemed to prohibit the erection and maintenance of a temporary fence around construction sites on which actual construction activity is taking place pursuant to a valid active building permit.
   a. The temporary fence shall be chain link, mesh, aluminum, or such other material as may be approved by the *Village Manager* or ~~his/her~~ a designee and the Building Permit. The temporary fence must provide screening with the applicable approved design for the specific zoning district which was approved by the *Village* Manager or is/her designee. Screening material may be made of mesh, aluminum, or such other material as may be approved by the Village Manager or ~~his/her~~ a designee and the *Building Official*. Material shall not be affixed to a temporary fence which can easily separate or detach from the fence due to a weather or nonweather event.
   b. In the RS-1 and RS-2 zoning districts, temporary fences shall be six feet in height. In all other districts, including transect zones governed by *Chapter 15*, temporary fences shall ~~be~~ not exceed eight (8) feet in height. Notwithstanding the foregoing, where a property fronts Kennedy Causeway, the temporary fence shall be six (6) feet in height on the portion of the site facing Kennedy Causeway.
   c. In all zoning districts except the RS-1 and RS-2 districts, ~~S~~screening material used on temporary fences may contain advertising signage on ~~the~~ those portions of the ~~site~~ fence facing a ~~major thoroughfare (~~street frontage~~ of the site)~~ to identify the nature of the property's development, contractor information, leasing information, corporate logos, and renditions of the future development, with no more than fifty percent (50%) of the total screening on each frontage used for advertising. The remainder 50% of the screen shall contain the branded design approved by the Village for the specific zoning district.
   d. Temporary fence and screening plans must be submitted to the *Building Department* and reviewed by the *Planning and Zoning Department*. ~~The Building Department shall transmit temporary fence and screening plans to the Community Enhancement Board upon submission by the applicant. The Community Enhancement Board shall review and make recommendations to the Village Manager relating to the aesthetic compatibility of Village Brand Guide elements contained in the temporary fence and screening plans within thirsty (30) days of transmittal of the application.~~ The Village Manager or ~~his/her~~ a designee ~~has~~ shall have the authority to approve designs providing artistic variations of the Village's brand and waive any requirements pertaining to temporary construction fences and screening in this section.
   e. Properties ~~will be provided~~ shall have ~~sixty~~ forty-five (45) days to comply with the requirements in this Section~~, and any additional designs approved by the *Village Manager* or his/her designee in the future~~. Violations of this section shall be enforced in accordance with *Chapter 153* of the Village Code.

f. These regulations shall also be applicable to properties located within the transect zones, which are otherwise governed by *Chapter 15*.

5. Existing nonconforming fences and/or walls; removal.
   a. Intent. It is the intent of this division to recognize that the eventual elimination of existing fences, that do not conform with the provisions of this ~~c~~Chapter, in as expeditious a manner as is reasonable, is as much a subject of the health, safety, and welfare of the citizens of the *Village* as is the prohibition of new fences that would violate the provisions of these regulations. It is also the intent of this division that there shall not be any unreasonable burden upon established private property rights.

   b. Continuance. Subject to the amortization schedule below, a nonconforming fence may be continued and shall be maintained in good condition, but shall not be:
      (1) Enlarged or changed to another nonconforming fence.

      (2) Reestablished after its removal.

      (3) Reestablished after being damaged or deteriorated whereby the estimated expense of reconstruction exceeds 50 percent of the appraised replacement cost.

   c. It shall be the responsibility of the *Code Enforcement Officer* to make an inventory and a record of all nonconforming fences and to serve notice on the owners or users of such fences within 30 days after the adoption of these regulations. The period of nonconformity shall nonetheless begin as of the date of the passing of this division. The inventory shall include the following:
      (1) Owner.

      (2) Type of fence

      (3) Location.

      (4) Reason for classification as nonconforming.

      (5) Date fence was erected.

6. Fences, privacy walls, and hedges for government uses and facilities.
   a. Applicability. This ~~s~~Section applies to fences, privacy walls and hedges erected by a governmental entity for a governmental use including, but not limited to, parks, recreation areas, government offices, utility facilities, parking, or storage sites.

   b. Approval. Governmental entities other than North Bay Village may only be approved for fences, privacy walls and hedges according to this Section by the *Village Commission* at public hearing, following a recommendation by the *Village Planning and Zoning Board*.

   c. Location. Fences, privacy walls, and hedges installed in any location on the subject property as necessary to ensure safety and compatibility.

d. Height. Fences, privacy walls, and hedges may be installed at heights necessary to ensure safety and compatibility.

e. Materials. Fences and privacy walls may be constructed with materials which are necessary to ensure safety and compatibility, including but not limited to, chain link, wood, masonry, and vinyl.

7. Vacant lot fencing.
   a. All vacant lots shall be fenced and have the following requirements:
      (1) The fence shall be chain link and must provide mesh screening with the applicable approved design for the specific zoning district which was approved by the Village Manager or ~~his/her~~ designee. In no event shall the fence exceed six (6) feet in height. The *Village Manager* has the authority to waive any requirements pertaining to vacant lots in this Section.

      (2) Vacant lots shall be inspected every calendar year by *Code Enforcement* or the *Building Department* to ensure the fence remains structurally sound and in good repair. Vacant lot property owners shall be required to pay a $250.00 yearly fee for the inspection.

G. *Height exceptions.*
1. ~~Church~~ *House of Worship* steeples, bell towers, chimneys, tanks, decorative features, roof access stairway or elevator not to exceed 100 square feet of enclosed area, elevator lift housing, air conditioning units, or other mechanical or functional features may exceed zoning district height requirements, except as may be otherwise stipulated herein. Stairway and elevator bulkheads shall be located as close to the center of the roof as possible and be visually recessive such that they do not become vertical extensions of exterior building elevations.

2. Rooftop *Solar Photovoltaic* or *Solar Water Heater* systems may exceed the permissible height limit in any district by not more than five (5) feet. Rooftop solar photovoltaic or solar water heater systems are not required to be screened.

3. The structural components of a *Green Roof* (non-vegetative components) may exceed the permissible height limit in any district by not more than five (5) feet. The external perimeters of green roof systems are required to be aesthetically compatible with the building exterior and screening may be required and will be determined on a case-by-case basis by the *Public Works Director* or designee.

4. The top of a wind turbine may exceed the permissible height limit in any district by not more than ten (10) feet. *Wind Turbines* are not required to be screened. Wind turbines exceeding this height will require an approval through the variance process established in *Chapter 7.*

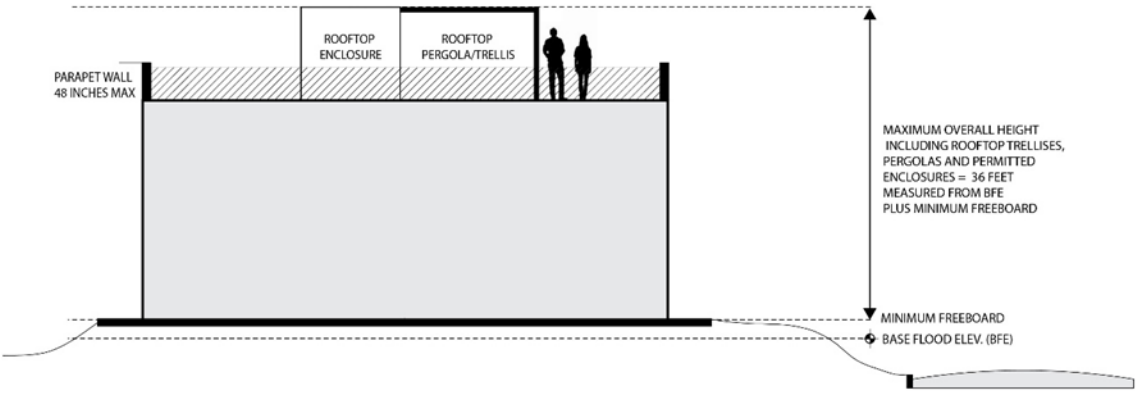
5. Parapet wall railings associated with a roof deck or terrace, not to exceed 48 inches above the finished roof deck height.

6. Rooftop decks and terraces, not to exceed six (6) inches above the main roofline. Built in

planters, gardens, or similar landscaping areas, not to exceed 3.5 feet above the finished roof deck height, may be permitted immediately abutting the roof deck area. All landscape material shall be appropriately secured.

7. Rooftop trellises or pergolas, provided such structures have a roof of cross rafters or latticework and the area covered is no more than 50% of the terrace or deck area allowed in *Subsection 8.16.A.1.a.(5)(a).* Trellises and pergolas shall be appropriately secured against an elevator or staircase or as required by the *Florida Building Code*.

8. In the RS-1 district, the following shall apply:
   a. The overall height of a *Building* and any rooftop structures including trellises, pergolas, stairway/elevator bulkheads, or rooftop enclosures permitted in accordance with *Subsection 8.16.A.1.a.5.(b)*, shall not exceed 36 feet measured from *BFE* plus required freeboard.



H. *Outdoor dining and sidewalk cafes.*

1. Café tables in the *Right-of-Way* can bring activity to the *Street*. They can provide a wonderful means of people-watching for diners and pedestrians. Consideration should be given to unification of these elements within a block from street to street.

2. *Restaurants* and *Bars* are also encouraged to provide outdoor service in courtyards or arcades.

3. Sidewalk cafés on the public right-of-way may be allowed upon approval by the *Village Commission*.

4. Outdoor restaurants, bars or sidewalk cafés must be associated with an adjacent licensed restaurant and comply with all other zoning regulations and conform to the following criteria:
   a. An application for a warrant pursuant to Sec. 15.1.H.4 must be filed with the *Village Manager*, or ~~his/her~~a designee, for administrative review and approval, which shall include:
      (1) Layout of all tables, chairs, benches, and other furniture;
      (2) Pedestrian ingress and egress; and

(3) Location of refuse containers; and other elements necessary to illustrate the proposed outdoor seating/dining use and area (all drawings must be titled, indicate orientation, and be at an acceptable scale).

b. Outdoor seating/dining areas and uses of the public *Right-of-Way* and/or any private property may be approved, denied, or approved with conditions, modifications, safeguards, or stipulations appropriately and reasonably related to the intent, purposes, standards, and requirements of the related regulations by the *Village Manager*.

(1) Such permit shall not be transferable in any manner and is strictly a ~~conditional use~~ warrant permit, valid for a period of one year, renewable annually via payment of the annual occupational license fee for such outdoor seating/dining uses.

(2) The fee for outdoor dining/seating use and area will be charged annually in accordance with the Village's adopted *Fee Schedule*, as may be amended from time to time; the permit fee shall be added to the occupational license fee for the main business.

c. The applicant shall provide an indemnity agreement that is acceptable to the Village Manager. This agreement will include specification of liability insurance to be provided.

d. The ~~conditional use~~ warrant permitting of outdoor seating/dining use and area may be revoked by the Village Manager or ~~his/her~~ designee, upon finding that:
(1) One or more conditions of these regulations have been violated, or

(2) That the outdoor seating/dining area and use are being operated in a manner that constitutes a public nuisance, or in any way that constitutes a reasonable risk of potential liability to the *Village*.

e. Outdoor seating/dining use and area may be temporarily suspended by the Village for public use/purpose, utility, sidewalk or road repairs, emergency situations, or violations of provisions contained herein.

f. The length of suspension shall be determined by the Village Manager as necessary.

g. Removal of all street furniture and related obstructions shall be the responsibility of the owner/operator of the outdoor seating/dining.

h. Outdoor seating/dining area shall be kept in a neat and orderly appearance and shall be kept free from refuse and debris. The applicant shall be responsible for daily cleaning and sweeping of the outdoor seating/dining area and for the cleanliness and maintenance of any outdoor planters immediately adjacent to the outdoor seating/dining area.

i. Use of Village sidewalks for trash and garbage removal shall be prohibited.

j. Outdoor seating/dining use and area shall not interfere with the free and unobstructed pedestrian or vehicular circulation of traffic, public access to any *Street* intersections, crosswalks, public seating areas and conveniences, bus stops, *Alleys*, service *Easements*, handicap facilities, or access to any other commercial establishments.

k. If there is seating on one side of the sidewalk, a minimum of five (5) feet of sidewalk must remain clear and unobstructed for pedestrian passage;

l. Outdoor seating/dining area on the public *Rights-of-Way* shall be open and unenclosed. No building structures of any kind shall be allowed in and over any portion of the outdoor seating/dining area located on public property.

m. Tables, chairs, and all other furniture used in the operation of an outdoor seating/dining area shall not be anchored or restrained in any manner.

n. Individual table umbrellas, planters, or other such non-stationary elements may be permitted within the outdoor seating/dining area and where applicable, shall have a minimum clearance height of seven (7) feet above *Grade*.

o. Outdoor seating/dining use and area shall be restricted to the length of the sidewalk or public right-of-way immediately fronting the cafe or other establishment

p. Outdoor seating/dining area shall be at the same elevation as the adjoining sidewalk or public right-of-way.

q. Carts and trays for serving food are permitted in the outdoor seating/dining area.

r. Outdoor seating/dining use and area shall not be provided with amplified sound of any kind.

s. Outdoor seating/dining areas may serve *Alcoholic Beverages* where such service is strictly incidental to the service of food and from a service bar only; provided:
(1) No entertainment of any kind is furnished.
(2) No sign of any type or character shall be exhibited or displayed to the outside denoting that alcoholic beverages are obtainable within.

t. Any administrative decision may be appealed to the *Village Commission* in accordance with the requirements of this Code.

u. The hours of operation shall coincide with ~~that~~ those of the primary *Restaurant*.

v. Placement of tables, chairs, and related equipment shall be situated to ensure that a minimum of five feet straight pathway on the sidewalk is maintained at all times as an unobstructed pedestrian path.

w. Serving through windows is not permitted.

x. Food preparation shall only occur in the enclosed Restaurant.

y. Because tables provide sufficient advertisement, no additional *Signs* for sidewalk

café are permitted.

z. Outdoor furniture shall be substantial enough not to blow over with normal winds.

aa. All outdoor furniture and fixtures shall be tastefully compatible and approved by the *Planning and Zoning Official.*

bb. All disposable table materials such as plates, glasses, and napkins shall be imprinted with the name of the café (stickers may be used). This regulation is to control litter.

cc. Sidewalk cafés shall receive a revocable permit subject to the procedures established by the *Village*.

l. *Recreational and camping equipment.*

Recreational and camping equipment in the form of travel and camping trailers, truck trailers, and motor travel homes, designed and used as temporary living quarters for recreation, camping, or travel use may be parked in the open on sites containing single-family residences, subject to the following conditions:

1. No more than one piece of recreation or camping equipment shall be parked on the site.
2. Such parking shall be limited to the equipment owned or leased by the owner-occupant or occupant-lessee of the site concerned, or owned or leased by a bona fide out-of-Miami-Dade County house guest of the occupant of the site concerned, with the parking of such equipment by the guest not to exceed 14 days.
3. The location for such parked equipment shall be to the rear of the front building line and behind the side street building line, in each case the building line referred to being that portion furthest from the *Street*.
4. Such equipment and the area of parking shall be maintained in a clean, neat, and presentable manner and the equipment shall be in a usable condition at all times.
5. Such equipment shall, at all times, have attached a current vehicle registration license tag.
6. No major repairs or overhaul work on such equipment shall be made or performed on the site or any other work performed thereon which would constitute a nuisance under existing ordinances.
7. When parked on the site, such equipment shall not:
   a. Be used for living or sleeping quarters~~.~~; or
   b. Be used for housekeeping or storage purposes; and
   c. Shall not have attached thereto any service connection lines, except as may periodically be required to maintain the equipment.
8. The maximum length permitted for such equipment shall not exceed 30 feet and the maximum height shall not exceed ~~ten~~10 feet.
9. Such equipment shall be so secured that it will not be a hazard or menace during high winds or a hurricane.

J. *Safe and sanitary dwelling unit standards.*

The following shall be the minimum standards to be enforced in North Bay Village relative to the safe and sanitary maintenance of *Dwellings* and *Dwelling Units*:

1. All foundation walls shall be structurally sound, reasonably rodent-proof, and maintained in good repair.
2. Foundation walls shall be considered to be sound if they are capable of bearing imposed loads and are not deteriorated.
3. Every dwelling unit shall be reasonably weathertight, watertight, and rodent-proof.
   a. Floors, walls, ceilings, and roofs shall be capable of affording adequate shelter and privacy and shall be kept in good repair.
   b. Windows and exterior doors shall be reasonably weathertight, watertight, and rodent proof, and shall be maintained in good working condition.
   c. All parts of the structure that show evidence of rot or other deterioration shall be repaired or replaced.
4. Every inside and outside stairway, porch, and every appurtenance thereto, shall be maintained in a safe condition and be capable of supporting loads which normal use may impose.
5. Every chimney and smoke pipe, and all flue and vent attachments thereto, shall be maintained in such condition that there will be no leakage or backing up of smoke and noxious gases into the *Dwelling*.
6. All exterior surfaces subject to deterioration shall be properly maintained and protected from the elements by paint or other approved protective coating applied in a ~~workmanlike~~ professional fashion.
7. Every plumbing fixture, water pipe, waste pipe, and drain shall be maintained in good sanitary working condition, free from defects, leaks, and obstructions.
8. The floor surface of every water closet compartment, bathroom, and shower room shall be maintained so as to be reasonably impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition.
9. Every supplied facility, piece of equipment, or utility shall be maintained in a safe and satisfactory working condition.
10. No owner or occupant shall cause any service, facility, equipment, or utility required to be removed from or discontinued for any occupied *Dwellings* and *Dwelling Units* except for such temporary interruption as may be necessary while actual repairs, replacement, or alterations are in process.
11. For these purposes, every owner of a *Building* containing three or more *Dwelling Units*, shall provide the continuing service of a person or persons solely to assure that the minimum requirements of maintenance and sanitation, as provided herein are

maintained on the premises at all times.

12. The provisions of the Miami-Dade County *Minimum Housing Code* shall apply as a minimum standard for *Village* enforcement.

K. *Security guards.*

1. Definitions: The term security guards shall be synonymous with burglar guards and shall refer to steel bars commonly installed on the exterior or interior of doors or entryways and windows or breezeways or private residences, including free standing as well as multifamily residences and commercial and industrial *Buildings*.

2. No security guards may be installed on the exterior of doors and entryways, windows and breezeways on front and side elevations of buildings which face a *Street* or *Public Right-of-Way*.

3. Continuance and removal of nonconforming security guards.
   a. A nonconforming security guard (one which is in existence at the effective date of this section) may be maintained and continued in use as a legal nonconforming use.
   b. However, no such security guard may be enlarged or replaced by another nonconforming device.
   c. At such time as title to the property changes, all nonconforming security guards shall be removed.
   d. Title change shall be defined to mean any change of record ownership, other than by survival or by inheritance of a tenant by the entreaties.

L. *Setback encroachments.*

Every part of every required front, side, and rear *Yard Setback* shall be open and unobstructed from the ground to the sky except as herein provided. For additional regulations specific to the T6-24 and T6-30 transect zone, see Chapter 15, Section 15.3.2. *Section 15.7.B* and *C.* The impervious surface area of any encroachment permitted herein shall be included in the calculation of maximum lot coverage, unless specified otherwise in this ULDC.

1. Cornices, roof overhangs, window air conditioning units, *Awnings*, chimneys, and sills may extend into a required side or rear yard, provided any such extension does not exceed 36 inches into the required yard.

2. Balconies shall be permitted to project to a maximum distance of 48 inches into the required *Yard*, provided there is a seven-foot (7') clear span there is a minimum clearance of eight (8) feet from the bottom of the balcony to the ground.

3. Fences and privacy walls as provided in Section 8.13(F) *Section 8.17.F.*

4. Swimming pool, spa, hot tubs, and pool associated deckings as provided in Section 8.13(M). *Section 8.17.M*

5. Signs as provided in *Chapter 11*.

6. Landscaping retaining *Walls*, parking curbs/bumpers, and other similar features,

provided they do not exceed ~~less than~~ 6 inches in height. Pedestrian walkways, footpaths, and steps shall be set back a minimum of two (2) feet from any property line.

7. Light poles and flag poles as provided in *Section 8.13(N)*

8. Patios and terraces at the ground level may extend into a side or rear yard setback area a maximum of eighteen (18) inches, provided they do not exceed 6 inches in height from grade.

9. In single family districts only, the following additional setback encroachments are allowed:
   a. Ground mounted mechanical equipment, including air conditioning equipment, pool equipment, heat pumps, water heaters, generators, and other similar equipment, may be placed in a side *Yard Setback* area; provided the unobstructed side setback area is not reduced by more than 50 percent of what is required in the *Zoning District* regulations and provided the equipment placed in the setback area does not operate above 70 decibels.
   b. A garden window for the cultivation of small plants may extend into the *Setback* area not more than 24 inches.
   c. Tiki huts, pergolas, trellises and sheds, where allowed, may extend into the *Setback* area a maximum of eighteen (18) inches, provided they not exceed a maximum height of ten (10) feet above grade.

10. In all zoning districts other than *Single Family*, the following additional setback encroachments are allowed:
    a. A canopy shall be permitted to extend from the entrance door to the *Front Property Line* provided:
       (1) The canopy does not exceed 12 feet in height or be screened or enclosed in any manner; and
       (2) The canopy shall be required to be removed during hurricane warning periods.
       (3) A clear space is provided between the grade and the bottom of the valance of at least six and one-half feet.
       (4) Additional awning/canopy requirements of ~~s~~*Section 8.13(A)* shall be complied with.
    b. An entrance feature/port cochere may extend from the entrance door into the *Front Setback* area provided:
       (1) Support columns may not be placed closer than 7 feet to the *Property Line*.
       (2) At least 14.5 feet of vertical clearance shall be provided.
       (3) The width of the entry feature/port cochere shall not exceed twenty-five (25) feet or twenty percent (20%) of the subject *Property Frontage* width, whichever is greater.

(4) The entrance feature/port cochere may extend from the entrance door to the front property line, or a distance of 35 feet, whichever is more restrictive.

c. Tiki huts, pergolas, trellises located at ground level may extend into a side or rear *Setback* area a maximum of twenty-four (24) inches, provided they encroach onto a required Island Walk or View Corridor easement, nor exceed a maximum height of twelve (12) feet above grade.

M. *Swimming pools, spas and hot tubs*.

1. Purpose and intent. The *Legislature* finds that drowning is the leading cause of death of young children in this ~~s~~State and is also a significant cause of death for medically frail elderly persons in this ~~s~~State, that constant adult supervision is the key to accomplishing the objective of reducing the number of submersion incidents, and that when lapses in supervision occur a pool safety feature designed to deny, delay, or detect unsupervised entry to the swimming pool, spa or hot tub will reduce drowning and near-drowning incident.

   In addition to the incalculable human cost of the submersion incidents, the health care costs, loss of lifetime productivity, and legal and administrative expenses associated with drowning of young children and medically frail elderly persons in this ~~s~~State each year and the lifetime costs for the care and treatment of young children who have suffered brain disability due to near-drowning incident each year is enormous.

2. Standards and requirements.
   a. Any *Swimming Pool*, spa or hot tub operated by a residential homeowner, ~~or~~ condominium association, or by the resident of a *Single-Family Dwelling* shall be permitted as an *Accessory Use* and shall exist only in conjunction with the *Principal Use* on the same *Lot*, subject to the regulations stated herein.

   b. ~~A swimming pool may be permitted in any rear yard; however, in no instance shall it be located nearer than the following distances from any property line or structure:~~ Swimming pools, spas and hot tubs shall have minimum *Setbacks*, which shall be measured from the waterline to the property line, as follows:

Setback	Distance (Feet)
Front	25
Side (interior)	7.5
Rear or Easement	7.5
Structure	5
Side (corner)	15

   c. Decking surrounding a swimming pool, spa or hot tub shall provide a minimum setback of 2.5 feet from any property line.

   d. Screen enclosures. Screen enclosures shall be limited in height to twelve (12) feet

from finished grade and shall be subject to the following setbacks:

Setback	Distance (Feet)
Front	Not permitted
Rear or Easement	2.5
Side (interior)	5
Side (corner)	10

~~Access. Exterior access to a swimming pool shall be through a self-closing and self-latching gate with latches placed at least four feet above grade and operable from the pool area only.~~

~~d~~e. Drainage. If a patio is provided adjacent to or surrounding a swimming pool, spa or hot tub, it shall be designed so as to be self-draining away from the ~~pool~~structure.

~~e~~f. Lighting. Artificial lighting used to illuminate the premises shall be shielded and directed away from adjacent properties and streets, shining only on the subject site.

~~f~~g. Height. Swimming pools, spas, hot tubs, and appurtenances shall not exceed a height of two (2) feet above finished *Grade*.

~~g~~h. Additional requirements. In addition to the foregoing requirements, all regulations and standards of *Sections 151.01* through *151.18* of the Village's Code of Ordinances, and the *Florida Building Code* shall be complied with.

3. Safety features and b~~B~~arriers ~~for swimming pools, spas and hot tubs required~~. ~~Barriers must be placed around the perimeter of the pool, spa or hot tub and must be separate from any Fence, Wall, or other enclosure surrounding the Yard unless the fence, wall, or other enclosure or portion thereof is situated on the perimeter of the pool, spa or hot tub that is being used as part of the barrier, and meets the barrier requirements of this cChapter, cChapter 151 of this Code, and the Florida Building Code~~

a. All residential swimming pools, spas and hot tubs must meet the following:

(1) At least one of the requirements relating to pool safety features required by Section 515.27, as amended.

(2) All the barrier requirements of Section 515.29, Florida Statutes.

~~a. Barrier construction~~

~~(1) A Wall of a Dwelling may serve as part of the barrier if it does not contain any door or window that opens to provide direct access from the home to the swimming pool, spa, or hot tub.~~

~~(2) Where a wall of a dwelling serves as part of the barrier, one of the following shall apply:~~

~~(a) All doors and windows providing direct access from the home to the pool, spa, or hot tub shall be equipped with an exit alarm complying with this~~

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chapter and chapter 151 of this Village's Code, as well as the Florida Building Code that has a minimum sound pressure rating of 85 dB.

(b) At 10 feet the exit alarm shall produce a continuous audible warning when the door and its screen are opened.

i. The alarm shall sound immediately after the door is opened and be capable of being heard throughout the house during normal household activities.

ii. The alarm shall be equipped with a manual means to temporarily deactivate the alarm for a single opening. Such deactivation shall last no more than 15 seconds.

iii. The deactivation switch shall be located at least 54 inches above the threshold of the door.

iv. Separate alarms are not required for each door or window if sensors are wired to a central alarm sound when contact is broken at any opening.

(c) All doors providing direct access form the home to the pool, spa or hot but must be equipped with a self-closing, self-latching device with positive mechanical latching/locking installed a minimum of 54 inches above the threshold, which is approved by the authority having jurisdiction.

(d) Exceptions:

i. Screened or protected windows having a bottom sill *Height* of 48 inches or more measured from the interior finished floor at the pool, spa, or hot tub access level.

ii. Windows facing the pool, spa, or hot tub on floor above the first story. Screened or protected pass-through kitchen windows 42 inches or higher with a counter beneath.

(3) The top of the barrier shall be at least 48 inches above grade measured on the side of the barrier which faces away from the swimming pool, spa and/or hot tub.

(4) The maximum vertical clearance between grade and the bottom of the barrier shall be 2 inches measured on the side of the barrier which faces away from the swimming pool, spa and/or hot tub.

(5) Where the top of the pool, spa, or hot tub structure is above grade, the barrier may be at ground level or mounted on top of the pool, spa or hot tub structure.

(6) Where the barrier is mounted on top of the pool, spa, or hot tub structure, the maximum vertical clearance between the top of the pool, spa, or hot tub structure and the bottom of the barrier shall be 4 inches.

(7) Maximum mesh size for chain link fences shall be a 2¼ inch square unless the fence is provided with slats fastened at the top or bottom which reduce the

~~openings to no more than 1¾ inches. A mesh safety barrier meeting the following minimum requirements shall be considered a barrier as defined in this section:~~

~~(a) Individual component vertical support posts shall be capable of resisting a minimum of 52 pounds (229 N) of horizontal force prior to breakage when measured at a 36-inch height above grade.~~

~~(b) Vertical posts of the child mesh safety barrier shall extend a minimum of 3 inches below deck level and shall be spaced no greater than 36 inches apart.~~

~~(c) The mesh utilized in the barrier shall have a minimum tensile strength according to ASTM D 5034 of 100 lbf., and a minimum ball burst strength according to ASTM D 3787 of 150 lbf. The mesh shall not be capable of deformation such that a ¼ inch round object could pass through the mesh. The mesh shall receive a descriptive performance rating of no less than "trace discoloration" or "slight discoloration" when tested according to ASTM G 53 (Weatherability, 1,200 hours).~~

~~(d) When using a molding strip to attach the mesh to the vertical posts, this strip shall contain, at a minimum, #8 by percent-inch screws with a minimum of two screws at the top and two at the bottom with the remaining screws spaced a maximum of 6 inches apart on center.~~

~~(e) Patio deck sleeves (vertical post receptacles) placed inside the patio surface shall be of a nonconductive material.~~

~~(f) A latching device shall attach each barrier section at a height no lower than 45 inches above grade. Common latching devices which include, but are not limited to, devices that provide the security equal to or greater than that of a hook and eye type latch incorporating a spring actuated retaining level (commonly referred to as a safety gate hook).~~

~~(g) The bottom of the child mesh safety barrier shall not be more than 1 inch above the deck or installed surface (grade).~~

~~(8) The barrier may not have any gaps, openings, indentations, protrusions, or structural components that could allow a young child to crawl under, squeeze through, or climb over the barrier as herein described below.~~

~~(9) One end of a removable child barrier shall not be removable without the aid of tools. Openings in any barrier shall not allow passage of a 4-inch-diameter sphere.~~

~~(10) Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches, the horizontal members shall be located on the swimming pool, spa, or hot tub side of the fence.~~

~~(11) Spacing between vertical members shall not exceed 1¾ inches in width. Where~~

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there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1¾ inches in width.

(12) Where the barrier is composed of diagonal members, the maximum opening formed by the diagonal members shall be no more than 1¾ inches.

(13) Solid barriers which do not have openings shall not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints.

(14) Where an aboveground pool, spa, or hot tub structure is used as a barrier or where the barrier is mounted on top of the pool, spa, or hot tub structure, and the means of access is a ladder or steps;

(a) The ladder or steps either shall be capable of being secured, locked, or removed to prevent access, or

(b) The ladder or steps shall be surrounded by a barrier which meets the requirements of this chapter and c*Chapter 151* of this Village's Code, as well as the *Florida Building Code*.

(c) When the ladder or steps are secured, locked, or removed, any opening created shall not allow the passage of a 4-inch-diameter sphere.

(15) Any permitted swimming pool may be enclosed by a screen enclosure, provided the enclosure is constructed of material which is 90 percent screening.

(16) Screen enclosures shall have the same minimum side *Setbacks* as those stated above for swimming pools.

(17) Standard screen enclosures which meet the requirements of the Florida Building Code, may be utilized as part of or all of the "barrier" and shall be considered a "non-dwelling" wall.

(18) Removable child barriers shall have one end of the barrier non-removable without the aid of tools.

(19) Removable child barriers must be placed sufficiently away from the water's edge to prevent a young child or medically frail elderly person who may manage to penetrate the barrier from immediately falling into the water.

(a) Sufficiently away from the water's edge shall mean no less than 20 inches from the barrier to the water's edge.

(b) *Dwelling* or non-dwelling *Walls* including screen enclosures, when used as part or all of the "barrier" and meeting the other barrier requirements, may be as close to the water's edge as permitted by this Code.

(20) A barrier may not be located in a way that allows any permanent *Structure*, equipment, or window that opens to provide access from the home to the swimming pool, spa, and/or hot tub.

b. Access to swimming pools, spas, and hot tubs.

Access gates, when provided, shall be self-closing and shall be equipped with a self-latching locking device located on the pool, spa, or hot tub side of the gate.

(1) Where the device release is located no less than 54 inches from the bottom of the gate, the device release mechanism may be located on either side of the gate and so placed that it cannot be reached by a young child over the top or through any opening or gap from the outside.

(2) Gates that provide access to the swimming pool, spa, or hot tub must open outward away from the pool, spa, or hot tub.

(3) The gates and barrier shall have no opening greater than ½ inch within 18 inches of the release mechanism.

c. Adjacent waterways as barriers.

(1) Permanent natural or permanent hu~~man~~-made features such as *Bulkheads*, canals, lakes, navigable waterways, etc., adjacent to a public or private swimming pool, spa, or hot tub may be permitted as a barrier when approved by the authority having jurisdiction.

(2) When evaluating such barrier features, the authority may perform on-site inspections and review evidence such as surveys, aerial photographs, water management agency standards and specifications, and any other similar documentation to verify, at a minimum, the following:

(a) The barrier feature is not subject to natural changes, deviations, or alterations and is capable of providing an equivalent level of protection as provided by the ~~c~~Code.

(b) The barrier feature clearly impedes, prohibits, or restricts access to the swimming pool, spa, or hot tub.

d. Schedule of penalties.

Failure to comply with the requirements of any ~~s~~Section of this ~~c~~Chapter may result in a penalty as provided in *Section 153* of the North Bay Village Code.

N. *Towers, antennas, poles, and masts.*

1. Generally.

Prior to the erection of a water tower, standpipe, windmill, tower, aerial, antenna, pole, mast, or other vertical structure over ten feet in height above the roof of a permitted structure, or over twenty (20) feet in height if erected at *Grade*, the requirements of this section and the ~~South~~ *Florida Building Code* shall be observed.

a. Plans and specification required.

Plans and specifications for the structures listed above shall be submitted to the *Building Official* showing:

(1) All dimensions, size, and kind of members, footings, and guy wires;

(2) The location, depth, and type of guy anchors and footings;

(3) The type and weight of the antenna, apparatus, or *Structure* to be attached to or supported by the structure; and

(4) An application made for a permit.

b. Maximum height.

(1) The vertical height of any of the above structures shall not be greater than 90 percent of the horizontal distance from its base to the nearest property line.

(2) Radio towers, where incidental to a business use in the commercial district, may extend to a height of 150 feet measured from ground elevation.

(3) Poles, masts, and towers for supporting antenna used in the operation of amateur radio stations, citizen band radio stations, and citizen band radio stations licensed by the *Federal Communications Commission* shall be excepted from the above regulations and shall be governed by the following requirements:

(a) All poles, masts, towers, and beam array antennas shall be placed not less than five feet from a public *Right-of-Way* line or adjacent property line, or nearer than one foot from any *Easement*.

(b) All such installations shall conform to the requirements of the *National Electrical Code* and current radio frequency emission standards and other applicable *FCC regulations*, and be located not less than eight feet from any power line over 250 volts, including the beam elements or any part thereof.

(c) Permits shall be required for the installation of any poles, masts, or towers over 20 feet above the roof of any structure to which they may be attached, and for any installation over 35 feet in height when erected from grade. Applications for permits shall be accompanied by three copies of plans and specifications showing:

i. All dimensions, size, and kind of members,

ii. Footings and guy wires;

iii. The location, depth, and type of guy anchors and footings; and

iv. The type and weight of the antenna, apparatus, or *Structure* to be attached to or supported by the structure.

(d) Poles shall be of an approved creosoted type or treated or painted with a chemical preservative and an outer coat of oil base paint before installation. The color shall match the surrounding development.

(e) The recommended depth of holes for various type poles shall be subject to acceptable engineering standards:

Pole Height Above-ground (feet)	Hole Depth in Firm Ground (feet)	Hole Depth in Rock Ground (feet)

16	3.5	3
20	4	3
25	5	3
35	6	4
50	7	5

(f) If the earth is damp or soggy, the depth of hole is to be increased by one foot.

(g) If carrying a beam, poles must be properly guyed, as is the case where the pulling effect of the wire antenna or weight of other installations will require guying.

(h) Wood masts shall be chemically treated, painted with an outside coat of oil base paint, and suitably guyed at the top and middle in at least three different directions.

(i) Masts to support a beam, whether of wood or metal pipe, shall comply with all the applicable regulations in regard to the location, guying and the like, and the maximum allowable weight of antenna, rotator, and components shall not exceed 150 pounds.

(j) Towers of steel, iron or aluminum, whether of the rigid non-demountable type or the rigid, demountable type with the crank-up, crank-down and either the hinged base or swivel crank-over features shall carry no more weight on the top than specified by the manufacturers specifications.

(k) In calculating the height of demountable type towers, the top of the lower rigid section shall be considered the top for the purpose of this ~~s~~Section.

(l) Beam array antennas shall be mounted so as to provide easy servicing and easy access for the removal at approach of hurricanes or provide for the lowering of such beam.

(m) All telecommunication tower sites must comply with the landscaping requirements of the Village in force at the time of application.

(n) An eight-foot (8-ft) fence or wall constructed in accordance with these land development regulations, as measured from the finished grade of the site, shall be required around the base of any tower and may be required around any accessory building or structures.

(o) Depending on the height and location, telecommunication towers or antennas shall be approved by the FAA, Miami-Dade County Aviation Authority or other appropriate agency prior to issuance of a building permit by the Village.

(p) Prior to the issuance of a building permit by the building division and/or

planning and zoning division, the applicant shall provide evidence that the telecommunication towers or antennas are in compliance with FAA regulations.

2. Dish antennas.

a. Application. This ~~s~~Section shall apply only to private noncommercial dish antennas as defined in *subsection B.2* below. This section shall supplement and not repeal or modify the requirements of *Section 8.10(E)(5).*

b. Definitions:

(1) Dish antenna means a dish antenna intended for the purpose of receiving communications from orbiting satellites and other extraterrestrial sources, a low noise amplifier (L.N.A) which is situated at the focal point of the receiving component for the purpose of magnifying and transferring signals, a coaxial cable for the purpose of carrying signals to the interior of a *Building*.

(2) A private noncommercial dish antenna is a dish antenna for a single-family residence which is erected solely for the use of its owners. Said antenna shall not be used for the purpose of obtaining revenue.

c. Placement. Private noncommercial dish antennae may be permitted in North Bay Village provided:

(1) They are located in the *Rear Yard*.

(2) They are placed no closer to any property boundary line than a distance equal to their height as measured from ground level to the top of the antenna but in no event closer than ten feet to said *Property Lines*.

(3) On corner properties, no portion of the apparatus may extend beyond the imaginary extension of the line of the house *Structure*.

(4) Roof-mounted dish antennae shall not be permitted except on two-story *Buildings* with a flat roof, provided the antenna cannot be viewed from ground level, and in no instance is to exceed in height 15 [feet] above the roof.

d. Dimensions. The height of dish antennas, on the ground, shall not exceed 15 feet from ground level nor shall their diameter exceed 12 feet.

e. Number allowed; color. Only one dish antenna shall be allowed per single-family house, and antennas shall be neutral in color, and one color only.

f. Anchorage. All dish antennae shall be anchored securely to the ground or structure in compliance with the requirements of the ~~South~~ *Florida Building Code* relative to structures.

g. Permit required. No dish antenna shall be erected until a permit has been issued by North Bay Village. All applications for a permit shall be accompanied by a site plan showing the proposed location of the antenna, the type, color, height and diameter of the antenna and the proposed landscaping.

h. Screening. A private noncommercial dish antenna shall be screened by landscaping on its sides so as to obscure its visibility from the abutting properties' ground view.

i. Once installed, dish antennas and related appurtenances must be maintained in good and operable condition, and the surrounding landscaping shall likewise be continuously maintained for the intended screening purpose.

j. Nonconforming uses. All dish antennas that are legally existing on October 23, 1990, shall be allowed to remain until such time that they may be replaced, or the cost of repairs exceeds 50 percent of the replacement at which time they shall conform in all respects to this ~~s~~Section.

3. Screening of mechanical equipment.

Lack of, or inadequate screening of, mechanical equipment can have negative visual impacts on the *Village*'s streetscape, ambient landscape, and community image. Such impacts shall be minimized through compliance with the following requirements:

a. Mechanical equipment located on the ground, such as air conditioning units, heating units, satellite dishes, irrigation pumps, propane tank displays and refilling areas, utilities lift stations, and the like shall be screened from public view. Screening shall, at a minimum, be at the same height as the equipment. Structural screening shall be architecturally integrated into the overall project design and shall be compatible, in terms of style, construction materials, colors, and finish, with the ~~principle~~ *Principal Structure(s)*. Landscaping may be substituted for structural screening if plantings are compatible with the landscape plan for the project and are of such size and maturity as to be able to provide a fully opaque screen at time of planting.

b. Equipment and appurtenances mounted on roof tops shall be kept to a minimum. All exposed roof top mounted equipment and appurtenances shall be fully screened from view from any public *Right-of-Way*. All screening shall, at a minimum, be at the same height as the equipment and appurtenances. Screening shall be an integral part of the design of the *Building(s)* and shall be architecturally consistent with the style, colors, construction materials and finish of the building(s).

c. Painting of exposed appurtenances to blend with the color of adjacent materials of the building may be approved where utilization of approved roof designs precludes full screening of exposed surfaces.

O. Island Walk Standards.

1. Except as otherwise provided in these regulations, all waterfront properties on Harbor Island and properties zoned either RM-70 or T6 and located along the north, south, and east shorelines of Treasure Island, 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.

DIVISION 5, GREEN BUILDING PROGRAM

§ 8.18 – Purpose and intent.

The *Village* has determined that the demolition, construction, and maintenance of buildings within the Village will have a significant impact on the Village's environmental sustainability, resource usage, waste management, and the health and productivity of the residents, employees, and visitors. *Green Building* construction increases the efficiency with which buildings and their sites use and harvest energy, water, and materials thereby reducing building impacts on human health, the environment, and the Village. The Village has also determined that the use of certified green building professionals during the design and planning of a project can significantly improve the sustainability of the finished product and the efficiency at which it is implemented.

§ 8.19 – Applicability.

The *Green Building* requirements of this Division shall apply to all *Zoning Districts*, Form-Based Districts and transect Zones within the Village and to the following development:

A. All new and substantial redevelopment applications for residential, commercial, office, hotels, and civic uses.

B. All new mixed-use development applications.

C. For any Village-owned civic or office construction project, the *Village* is expected to incorporate the ~~g~~Green ~~b~~Building requirements of this Chapter unless the *Village Commission*, in its sole discretion, demonstrates that the cost (e.g., time, function, or funding) associated with the requirements significantly outweighs the benefits to the Village.

§ 8.20 - Requirements.

Requirements for applications subject to the green building program are as follows:

A. All development subject to the green building program shall incorporate design options from the Table in ~~§~~*Section 8.21 Green Building Development Options and Points* to achieve the minimum number of points as specified below:

1. Single family residential shall achieve a minimum of ~~ten~~ twelve (1~~0~~2) points.
2. Multi-family residential shall achieve a minimum of ~~eighteen~~ twenty (~~18~~22) points.
3. Mixed-use projects shall achieve a minimum of twenty-four (2~~0~~6) points.
4. Commercial and Office projects shall achieve a minimum of twenty-four (2~~0~~6) points.
5. Hotel projects shall achieve a minimum of twenty-four (2~~0~~6) points.
6. Civic Uses shall achieve a minimum of twenty-four (2~~0~~6) points.

B. Upon site plan submittal, applicants shall provide a description of their proposed strategy to achieve the required number of points from the Table ~~§~~*Section 8.21 Green Building*

Development Options and Points. In the case of projects pursuing certification through an approved third-party ~~g~~Green ~~b~~Building ~~p~~Program, a completed official certification checklist shall be submitted with the application.

C. All development subject to the green building program shall retain a *USGBC LEED* Accredited Professional, *FGBC* Designated Professional, an accredited *NGBS* Green Verifier, or other verified green building accredited professional within their planning and design team.

D. For those projects pursuing green building certification through an approved third-party ~~g~~Green ~~b~~Building ~~p~~Program, the certification shall be obtained within twelve (12) months of the issuance of a certificate of occupancy (CO) by North Bay Village. Failure to submit the green building certification to the *Village* within this timeframe shall result in a Notice of Violation (NOV).

E. No pennants, ribbons, balloons, flags, banners, or similar material shall be placed on any *Green Building Feature*.

F. Certification signage or green feature acknowledgment plaques shall be pre-approved as a part of the permit issuance process.

§ 8.21 - Green building development options and points.

The table within this subsection lists green building design options, the points available for incorporating each design option, and a brief description of the design option standards.

Green Design Option	Points	Description
Gray water systems.	6	Reuse water from showers, bathtubs, clothes washing, and sinks (except kitchen sinks) for flushing toilets and urinals.
Solar-ready rooftop	2	Provides reserved breaker space and conduit for future use, as well as structural provisions to support future roof load.
Photovoltaic System	4	Generate at least 30% of energy demand based on daytime peak load and on an annual basis.
Photovoltaic ~~s~~System	6	Generate at least 60% of energy demand based on daytime peak load and on an annual basis.
Photovoltaic ~~s~~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.
Photovoltaic ~~s~~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.
Solar Water Heater or Heat Pump Water Heater	2	~~Solar~~ Energy efficient water heating system with at least an ~~8~~50-gallon storage tank.
Electric Vehicle Charging Station(s)	2+	Single-family residential: • ~~2 points for installing the electric lines and circuit breakers necessary to accommodate station installation (installed according to § 8.23.E).~~ • 2 points for ~~each~~ an additional charging station installed pursuant to *§ 8.23.E* in a single-family residence~~, not to exceed a maximum of 4 points~~. All other project types: ~~2~~1 point~~s~~ for each station installed above the baseline number required pursuant to *§ 8.23.A* and B, not to exceed a maximum of 4 points.
Permeable surface for parking and drives	4	At least 50% of total surface of driveway and parking needs are permeable surfaces.
Permeable surface for parking and drives	2	At least 25% of total surface of driveway and parking needs are permeable surfaces.
Green Roof	6	At least 50% or more of roof surface area is green roof.
Green Roof	4	At least 25% or more of roof surface area is green roof.
Green Wall	4	Green wall must cover at least forty (40) percent of the surface of the external wall.
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 *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.

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes introduced after the Planning and Zoning Board meeting to reflect staff or external expert feedback are highlighted. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

Cool Pavement	4	Provide a surface with an initial solar reflectance 20%, higher than the 5-10% reflectance of a dark asphalt parking lot.
Enhanced hurricane resistant structure	4	Meet a wind load 20 mph greater than *Florida Building Code* requirements.
LID/*Green Infrastructure* (e.g., use of bioswales, rain gardens, cisterns, filtration media, etc.)	2	Demonstrate efficacy of the system and provide maintenance plan.
SITES Certification for landscaping	2	Provide ~~C~~certification.
100% native plants in landscaping	2	Meet all landscaping requirements with 100% native vegetation.
Florida Friendly Landscape Recognition (Silver)	4	Demonstrates adherence to the nine principles and requirements to achieve Silver-level recognition by the Florida Friendly Landscaping TM Program.
Florida Friendly Landscape Recognition (Gold)	6	Demonstrates adherence to the nine principles and requirements to achieve Gold-level recognition by the Florida Friendly Landscaping TM Program.
Pollinator Garden	4	Wildlife Habitat Certification from the National Wildlife Federation, Pollinator Steward Certification from the Pollinator Partnership, or similar program.
EnergyStar rating for all appliances/equipment	4	~~a~~All appliances/equipment associated with the building are EnergyStar rated.
Low-flow plumbing fixtures	4	EPA-labeled WaterSense showerheads (2.0 gpm max), bathroom and kitchen faucets and aereators (1.5 gpm max)
Low-flow plumbing fixtures	6	All of the above plus WaterSense-labeled toilets (1.28 gpf max), urinals (0.5 gpf max)
Low-flow plumbing fixtures	8	All of the above plus WaterSense-labeled landscape irrigation controllers
High-efficacy lighting	4	At least 90% of all building lighting is “high efficacy” (defined in light output per watt of power input)
High-efficacy lighting	6	100% of all building lighting is “high efficacy” (defined in light output per watt of power input)

Lighting controls	2	Interior lighting controls with dimmers or sensors excluding bathroom and hallways
Lighting controls	2	Exterior lighting controls with automatic shut-off when daylight is present
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.
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.
Diversion of waste from landfill	4	Demonstrate that at least 50% of all construction waste will be diverted from landfill for recycling and reuse.
Use of reclaimed/recycled materials	2	Demonstrate that at least 20% of buildings materials being used are reclaimed/recycled content.
Use of reclaimed/recycled materials	4	Demonstrate that at least one primary building material (such as roofing) is 50% or more post-consumer recycled content.
Use of locally sourced materials	2	Demonstrate that at least 10% of construction materials are extracted, harvested, recovered, or manufactured within 500 miles of the construction site
Use of locally sourced materials	4	Demonstrate that at least 20% of construction materials are extracted, harvested, recovered or manufactured within 500 miles of the construction site
Use of locally sourced materials	8	Demonstrate that 50% of construction materials are extracted, harvested, recovered, or manufactured within 500 miles of the construction site.
LEED Base Certification	14	Obtain USGBC Base Certification.
LEED Silver Certification	16	Obtain USGBC Silver Certification.
LEED Gold Certification	18	Obtain USGBC Gold Certification.
LEED Platinum Certification	20	Obtain USGBC Platinum Certification.
FGBC Bronze Certification	12	Obtain FGBC Bronze Certification.

FGBC Silver Certification	14	Obtain FGBC Silver Certification.
FGBC Gold Certification	16	Obtain FGBC Gold Certification.
FGBC Platinum Certification	18	Obtain FGBC Platinum Certification.
NGBS Bronze Certification	10	Obtain NGBS Bronze Certification.
NGBS Silver Certification	12	Obtain NGBS Silver Certification.
NGBS Gold Certification	14	Obtain NGBS Gold Certification.
NGBS Emerald Certification	16	Obtain NGBS Emerald Certification.

§ 8.22 - Submittal requirements.

At the time of application submittal, the applicant must submit:

A. Documentation identifying and verifying the credentials of the *USGBC LEED* accredited professional, *FGBC* Certifying agent, accredited *NGBS* Green Verifier, or other ~~g~~Green ~~b~~Building ~~p~~Program accredited professional on the applicant's team.

B. A checklist for each green building option, as identified in ~~§~~Section 8.21 ~~*Green Building Development Options and Points*~~, incorporated into the project design to achieve points.

C. If the applicant is pursuing a certification through a recognized third-party green building certification program (USGBC *LEED*, FGBC, NGBS, etc.), the points checklist, designated level of certification, and proof of application into the third-party green building program must be submitted. The applicant shall use the most current version of the chosen certification program.

D. The *Village* reserves the right to require a bond upon application for a project proposing a third-party green building certification to ensure completion of the project in accordance with the proposed green standards and receipt of the certification.

§ 8.23 – Electric vehicle charging stations.

To promote the health, safety, and general welfare of the citizens in the preparation for the increasing utilization of electric vehicles, and to ensure the *Village* provides the infrastructure necessary to support the transition to this technology, ~~the following shall apply~~ wherever off-street parking is required, *Electric Vehicle-Charging Station(s)* shall be required in accordance with the following standards:

A. ~~All n~~New, Redeveloped, ~~Multi-family residential~~ and Substantially Improved ~~Mixed-use p~~Projects: ~~shall install a minimum number of *Electric Vehicle-Charging Station(s)* with the project at the rate of~~

1. *Level 2 Charging.* A minimum of ~~five~~ ten (~~5~~10) percent of the total number of required or provided parking spaces shall be equipped with an electric vehicle charging station rated at Level 2 or higher. If ~~five~~ ten (~~5~~10) percent calculates to a fractional number, that fractional number must be rounded up to the next higher whole number.

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes introduced after the Planning and Zoning Board meeting to reflect staff or external expert feedback are highlighted. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

2. *Level 3 Charging.* When 60 or more parking spaces are required or provided, a minimum of two (2) parking spaces shall be equipped with an electric vehicle charging station rated for Level 3 charging. For every additional 60 spaces required or provided, one (1) additional Level 3 charging station shall be provided. When required, Level 3 charging stations shall be made available to any tenant, guest, invitee or other patron of the property with an electric vehicle for active charging and may not be reserved for building patrons.

3. *Guest Parking.* When guest parking is required, a minimum of 10% of the required or provided guest parking spaces shall be equipped with an electric vehicle charging station rated at Level 2 or higher.

4. *Exclusive Use.* When more than 20 off-street parking spaces are required or provided, all electric vehicle parking spaces shall be reserved for the exclusive use of electric vehicles.

5. *EV-Ready Spaces.* Spaces not equipped with a Level 2 or higher charging station shall be required to have an electrical power supply rated at 240 volts or greater installed for each parking space for future installation of electrical vehicle charging spaces rated at Level 2 or higher.

6. *Mechanical Parking.* When mechanical parking is utilized, where access to a charging station is not feasible, a Level 3 charging station shall be required for every ten (10) spaces that do not include an electrical power supply rated at 240 volts or greater.

B. ~~All new and substantial redevelopment of Commercial, Office, Hotel and Civic uses shall install electric vehicle charging station(s) with the project at the rate of five (5) percent of the total number of required parking spaces. If five (5) percent calculates to a fractional number, that fractional number must be rounded up to the next higher whole number.~~ A minimum of 25% of the charging stations supplied in any development project shall provide non-proprietary connectors.

C. Battery charging equipment shall:

1. Be screened from view from the right-of-way;

2. Be no higher than 72 inches from the finished floor/grade;

3. Contain a retraction device, coiled cord, or a place to hang cords and connectors above the ground surface;

4. Include, except in single-family residential districts, the following: (a) voltage and amperage levels; (b) pricing and usage fees, if any; (c) safety information; and (d) contact information to report issues relating to the operation of the equipment;

5. Be elevated or designed so that all electrical components are 12 inches above the 100 year flood plain; and

6. Be listed by Underwriters Laboratories (UL) 2202 “Standard for Electric Vehicle (EV) Charging System Equipment,” comply with the Florida Building Code, Society of Automotive Engineers (SAE) Standards for Charging Stations; comply with National

Electrical Code (NEC) Standards for Battery Charging Equipment; and all applicable Federal Standards, as may be amended from time to time.

~~C~~D. An electric vehicle charging station *Sign* shall be posted at the electric vehicle charging station stating, "Electric Vehicle Charging Station." Signs shall be no less than 24 inches wide by 18 inches high. Color and letter size specifications shall meet the *Manual on Uniform Traffic Control Devices* (MUTCD) requirements for sign designation (electric vehicle charging). *Single-Family Residential* stations are not required to meet the MUTCD standards.

~~D~~E. The application documents for the project shall at a minimum identify the following:

1. The location where the vehicle(s) will be parked~~,~~;
2. The location of the charging station(s)~~,~~; and
3. The electrical plans showing the location of the meter, circuitry, panel schedules and routing.

~~E~~F. Any new single-family ~~development~~ residential project that elects not to install an electric vehicle charging station, or any project proposing substantial improvements to an existing single-family home, shall install the electric lines and circuit breakers to readily accommodate future installation. Lines shall be installed up to the point where the charging station will be located.

Electric vehicle charging station(s) shall be deemed permitted accessory equipment to conforming and nonconforming buildings in all *Zoning Districts* and categories.

§ 8.24 – Bicycle parking / storage.

The provisions contained herein are intended to promote the health, safety, and general welfare of the citizens by ~~provide~~ providing support for alternative transportation methods.

A. Nonresidential development shall provide a minimum of six (6) secure bicycle parking / storage spaces for each 50,000 square feet of floor area, or part thereof.

B. Townhouse and multifamily development shall provide secure bicycle parking / storage spaces at a ratio of one space for each five residential units (1:5) or fraction thereof for those units that do have an accompanying individual dedicated enclosed garage.

C. The location of the bicycle space / storage shall be indicated on the site plan.

§ 8.25 – Rooftop photovoltaic solar systems and solar water heater systems.

The provisions contained herein are intended to promote the health, safety, and general welfare of the citizens by removing barriers to the installation of alternative energy systems and to encourage the installation of rooftop *Photovoltaic Solar Systems* and/or rooftop *Solar Water Heater* systems on *Buildings* and *Structures* within the *Village*.

A. Rooftop photovoltaic solar systems and/or solar water heater systems shall be deemed permitted accessory equipment to conforming and nonconforming buildings in all zoning categories and *Districts*. Nothing contained in this Chapter, including design standards or

guidelines included or referenced herein, shall be deemed to prohibit the installation of rooftop photovoltaic solar systems or solar water heater systems that meet the requirements of this ~~s~~Section, as accessory equipment to conforming and nonconforming buildings, including buildings containing *Nonconforming Uses*.

B. In order to be deemed permitted accessory equipment, rooftop solar photovoltaic or solar water heater systems may exceed the permissible height limit in any district by not more than five (5) feet as specified in ~~§~~*Section 8.17.G*~~. Height Exemptions~~. For existing buildings non-conforming to height requirements, in order to be deemed permitted accessory equipment, solar photovoltaic or solar water heater systems may exceed the existing roof height by no more than five (5) feet.

C. Prior to the issuance of a permit, the property owner(s) must acknowledge, as part of the permit application, that:
   1. If the property is within a homeowners' association, condominium association, or otherwise subject to restrictive covenants, the property may be subject to additional regulations or requirements despite the issuance of a permit by the Village; and
   2. The issuance of a permit for a rooftop photovoltaic solar system or solar hot water system does not create in the property owner(s), or any successor or assign in title, or create in the property itself, a right to remain free of shadows or obstructions to solar energy caused by development adjoining on other property or by the growth of any trees or vegetation on other property or the right to prohibit the development on or growth of any trees or vegetation on another property.

D. To the extent that the Village has discretion regarding the removal or relocation of trees, solar access shall be a factor taken into consideration when determining whether and where trees may be removed or relocated.

E. Rooftop photovoltaic solar systems and solar ~~hot~~ water heater systems shall be properly maintained and be kept free from hazards, including, but not limited to, faulty wiring, loose fastenings, or being maintained in a condition that is unsafe or detrimental to public health, safety, or general welfare.

§ 8.26 – Green roof.

The provisions contained herein are intended to promote the health, safety, and general welfare of the citizens by removing barriers to the installation of *Green Roof* systems on *Buildings* and *Structures* within the *Village*. A green roof, also referred to as a living roof, shall mean a roof of a building that is partially or completely covered with vegetation and a growing medium, planted over a waterproofing membrane. It may also include additional components such as a root barrier, drainage and irrigation system, and soil containment.

A. Green roof systems shall be deemed permitted *Accessory Equipment* to conforming and *Nonconforming Buildings* in all *Zoning Categories*. Nothing contained in this ~~c~~Chapter, including design standards or guidelines included or referenced herein, shall be deemed to prohibit the installation of a green roof that meets the requirements of this ~~s~~Section, as

accessory equipment to conforming and nonconforming buildings, including buildings containing *Nonconforming Uses*.

B. In order to be deemed permitted accessory equipment, the green roof structural components (non-vegetative components) may exceed the permissible height limit in any district by not more than five (5) feet as specified in ~~§~~*Section 8.17.G*. ~~*Height Exemptions*~~. For existing buildings non-conforming to height requirements, in order to be deemed permitted accessory equipment, green roof structural components may exceed the existing roof height by no more than five (5) feet.

C. Prior to the issuance of a permit, the property owner(s) must acknowledge, as part of the permit application, that if the property is within a homeowners' association, condominium association, or otherwise subject to restrictive covenants, the property may be subject to additional regulations or requirements despite the issuance of a permit by the *Village*.

D. To be deemed a green roof for the propose of achieving points for *Green Building* requirements the green roof must cover at least twenty-five (25) percent of the total roof surface.

E. The green roof system shall be properly maintained and be kept free from hazards or conditions that are unsafe or detrimental to public health, safety, or general welfare and shall comply with the provisions established in the landscape code under ~~§~~*Section 9.25* ~~– Green Roof.~~

§ 8.27 – Green wall.

The provisions contained herein are intended to promote the health, safety, and general welfare of the citizens by removing barriers to the installation of green wall systems on *Buildings* and *Structures* within the Village. A *Green Wall*, also referred to as a living wall or vertical garden, shall mean an internal or external wall partially or completely covered with vegetation that includes a support structure and growing medium, and an integrated water delivery system.

A. Green wall systems shall be deemed permitted accessory equipment to conforming and nonconforming buildings in all *Zoning Districts*. Nothing contained in this Chapter, including design standards or guidelines included or referenced herein, shall be deemed to prohibit the installation of a green wall that meets the requirements of this ~~s~~Section, as accessory equipment to conforming and nonconforming buildings, including buildings containing *Nonconforming Uses*.

B. In order to be deemed permitted accessory equipment, the green wall structural components (non-vegetative components) may encroach into a side or rear yard setback by no more than (3) feet. For existing buildings non-conforming to *Setback* requirements, in order to be deemed permitted accessory equipment, green wall structural components may encroach into any required setback by no more than three (3) feet.

C. Prior to the issuance of a permit, the property owner(s) must acknowledge, as part of the permit application, that if the property is within a homeowners' association, condominium

association, or otherwise subject to restrictive covenants, the property may be subject to additional regulations or requirements despite the issuance of a permit by the *Village*.

D. To be deemed a green wall for the propose of achieving points for *Green Building* requirements the green wall must cover at least forty (40) percent of the external surface on the wall on which it is constructed.

~~*E.*~~ The green wall system shall be properly maintained and be kept free from hazards or conditions that are unsafe or detrimental to public health, safety, or general welfare and shall comply with the provisions established in the landscape code under ~~§Section 8.27 – *Green wall*~~ this section.

§ 8.28 – Wind turbines.

The provisions contained herein are intended to promote the health, safety, and general welfare of the citizens by removing barriers to the installation of alternative energy systems and to provide for the installation of *Wind Turbines* on rooftops or in *Yards* within the *Village*. Wind turbines may be a vertical axis helical design or a pole with blades 'windmill' type horizontal axis design.

A. Wind turbine systems shall be deemed permitted accessory equipment to conforming and nonconforming buildings in all *Zoning Districts*. Nothing contained in this Chapter, including design standards or guidelines included or referenced herein, shall be deemed to prohibit the installation of a wind turbine system that meets the requirements of this ~~s~~Section, as accessory equipment to conforming and nonconforming buildings, including *Buildings* containing *Nonconforming Uses*.

B. Due to design considerations and functionality requirements, an efficient wind turbine system has a design potential to exceed the permissible height limits established in this code. In order to be deemed permitted accessory equipment, the top of the wind turbine may exceed the permissible height limit in any district by not more than ten (10) feet as specified in ~~§~~*Section 8.17.G*. ~~*Height Exemptions*~~. Should a proposed wind turbine exceed the ten (10) foot limit it will need to be approved through the variance process as established *in Chapter 7*~~*, Variances*~~.

C. Wind turbines shall maintain the setbacks established for the zoning district in which it is placed. Wind turbines shall maintain sufficient setback to ensure if it tips over it will not fall on adjacent property.

D. Wind turbines shall not be placed in ~~a~~ *Front Yards* unless a variance in accordance with *Chapter 7*~~*, Variances*~~ is granted.

E. Wind turbines shall comply with all requirements contained within *Chapter 96*~~*- Nuisances, Noise*~~ of the *Village's Code of Ordinances.*

F. Installation of a wind turbine shall require a building permit and shall comply with all requirements of the *Florida Building Code*.

G. A private wind turbine proposed within a public *Right-of-Way* may only be allowed upon approval by the *Village Commission*.

H. Wind turbines proposed to be placed in or over water or on docking facilities will need to be approved through the variance process as established in *Chapter 7~~, Variances~~*.

§ 8.29 – Green infrastructure and low impact development (LID).

The provisions contained herein are intended to promote the health, safety, and general welfare of the citizens by removing barriers to the installation of *Green Infrastructure* or *Low Impact Development (LID)* systems for stormwater management and/or water quality protection.

A. For projects that propose Green Infrastructure or Low Impact Development systems for stormwater management and/or water quality protection the applicant must demonstrate the proposed system meets the applicable stormwater management and/or water quality protection requirements as required by the *Village*, Miami-Dade County, the *South Florida Water Management District*, or the *Florida Department of Environmental Protection* as applicable.

B. The property owner shall provide the Village with the issued permit(s) from any external applicable jurisdictional agency if required for the ~~g~~Green ~~i~~Infrastructure or Low Impact Development system.

C. The ~~g~~Green ~~i~~Infrastructure shall be maintained to ensure the efficacy of the system in managing stormwater and protecting water quality.

D. Should ~~g~~Green ~~i~~Infrastructure be proposed within an *Easement*, at the time of application the applicant shall submit, a form signed by any holder of an easement or *Right-of-Way* on the property consenting to the installation of the ~~g~~Green ~~i~~Infrastructure within the easement or right-of-way, with an accompanying acknowledgement by the property owner that in the event the easement holder performs work in the easement that it is the property owner's responsibility to repair and replace the green infrastructure disturbed as a result of the work in the easement.

E. Private ~~g~~Green ~~i~~Infrastructure proposed within a public right of way, may only be allowed upon approval by the *Village Commission*.

§ 8.30 – Clotheslines.

Nothing in this ~~c~~Code precludes a property owner from installing and maintaining a clothesline in support of energy conservation measures. Installation of a clothesline shall conform to the following:

A. A clothesline cannot be installed in an easement without a form signed by any holder of an *Easement* on the property consenting to the installation within the easement with an accompanying acknowledgement by the property owner that in the event the easement holder performs work in the easement that it is the property owner's responsibility to repair and replace the clothesline if disturbed as a result of the work in the easement.

B. A clothesline cannot be installed in a *Right-of-Way*.

C. A clothesline must maintain at a minimum a fifteen (15) foot setback from a waterbody.

D. Clotheslines cannot be installed in a *Front Yard*. A clothesline cannot be installed in a *Side Yard* unless the required side yard setback can be met and there is a privacy fence or

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes introduced after the Planning and Zoning Board meeting to reflect staff or external expert feedback are highlighted. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

vegetated buffer screening the side yard from the adjacent property. A clothesline in the Rear Yard shall be screened from view from an adjacent property.

E. Clotheslines are deemed permitted accessory equipment to *Conforming* and *Nonconforming Buildings* in all *Residential Zoning* categories.

§ 8.31 –Incentives for green building.

To promote the health, safety, and general welfare of the citizens the *Village* shall provide incentives for voluntary incorporation of green building options.

A. The incentives shall apply to any development project not required by Section 8.19 ~~§ 8.18 – Applicability~~ to incorporate green building requirements.

B. To be eligible for these incentives, an applicant must demonstrate they have achieved a minimum of ~~eight~~ twelve (~~8~~12) points from the development options table in ~~§~~*Section 8.21* ~~- Green building development options and points~~ to qualify for the incentive.

C. The Village shall explore provide~~ing~~ ~~the following~~ incentives to eligible and qualified applicants, such as but not limited to:

1. ~~Fast-track permitting~~Expedited processing for *Building Permits*.
2. Reduced permitting *Fee* or building permit fee rebate, which shall~~,~~ be established and amended~~,~~ by Resolution of the *Village Commission*.
3. Potential grants to assist with green and resilient retrofit projects for qualified households through the Village's Workforce Housing Trust.
4. Tax credit or tax exemption on the local portion of the property tax bill.

CHAPTER 9, GENERAL SITE DESIGN STANDARDS

DIVISION 1, GENERALLY

§ 9.1 – Purpose and intent.

A. Design guidelines are intended to implement and provide guidance on site and building design. The purpose of these guidelines is to provide direction to private property owners in preparing plans for review concerning property development or redevelopment. It is important to remember that all projects are also subject to the required reviews of North Bay Village. The primary intent of these guidelines is to establish and promote standards for development planning and urban design.

B. The standards and guidelines provide direction as to how private development should relate to framework of public amenities in a way that will serve the long-term vision as well as accommodate immediate opportunities. They have been created to allow flexibility within the parameters of a clearly defined and supported vision that will provide lasting benefit to the citizens of North Bay Village.

C. The intent of the design standards ~~are~~ is to utilize developed public spaces, such as *Streets*, park and parkways, and ~~bay~~ the Island W~~w~~alk~~s~~ to organize and coordinate development, as well as to accommodate a broad mix of development types and alternate transportation modes, such as walking and biking.

D. The general requirements outlined in this chapter and in ~~c~~Chapter 15 shall serve to supplement the minimum aesthetic and design standards for all site development, *Buildings*, *Structures*, alterations, or additions. All site development or redevelopment shall, where reasonable and practicable, show proper design concepts consistent with the standards outlined in these guidelines. Buildings or structures, which are a part of an existing or future group of buildings, shall have a unity of character and design. The relationship of forms and the use, texture, and color of materials shall be such as to create a harmonious whole site. Harmony can be achieved through the proper consideration of scale, proportions, site planning, landscaping, materials, and color.

DIVISION 2, OFF-STREET PARKING AND LOADING

§ 9.2 – Purpose and intent.

It is the purpose and intent of this subchapter to establish minimum space and design requirements for *Off-Street Parking and Loading* facilities to accommodate both public and private uses. The ever-increasing number of vehicles generated from and attracted to residential, commercial, and public activities requires that adequate parking and loading facilities, which permit safe and efficient vehicle and pedestrian movement, be provided in order to protect the health, safety and welfare of the residents of the *Village*.

§ 9.3 – Off-street parking requirements.

A. *General requirements.*

1. Every use or structure shall provide off-street parking facilities for the use of occupants, employees, visitors, or patrons. The provision of *Off-Street Parking* spaces in conjunction with all land or building *Uses* shall be completed prior to the issuance of a certificate of occupancy and such parking facilities shall be maintained as long as the use is continued.

2. No owner or operator of any use or *Structure* shall discontinue or cause a discontinuance or reduction in required off-street parking facilities required by the applicable code provisions existing at the time of construction, use or occupancy without establishing alternate parking facilities which meet the requirements of this subchapter.

3. When any use or structure is altered or enlarged, with a resultant increase in floor area capacity, or space occupied, whatever necessary additional off-street parking that may be required shall be provided, and a revised site plan shall be submitted for review and approval.

4. Where a use or structure which existed at the effective date of this subchapter is changed in use or occupancy to a category of use or occupancy that requires more off-street parking facilities, ~~the~~ an increased amount of those facilities shall be provided.

5. Within the T6-24 and T6-30 transect zones, the restoration or rehabilitation of an existing *Building* does not require the provision of parking in addition to the existing, if less than six (6) new spaces are required.

6. For additional off-street parking requirements in the T6 transect zone, see Chapter 15, *Section 15.7.A*.

B. *Plan required.*

1. All proposed off-street parking facilities shall be subject to site plan review and approval. Whenever site plan review is otherwise required in conjunction with a specific use, that review shall satisfy the requirements of this section.

2. Site plans shall include the following:

   a. All off-street parking facilities shall be designed with consideration given to surrounding street patterns, adjacent properties, and other neighborhood improvements. Consideration shall be given to the number of vehicles to be accommodated, hours of operation, and types of uses served.

   b. All site plans shall show the location, size, dimensions, and design of:

      (1) On-site buildings and structures.

      (2) Parking spaces, loading spaces, driveways, and accessways.

      (3) Directional markings, traffic-control devices, and *Signs*.

      (4) *Walls*, *Fences*, pervious areas, berms, changes of grade, and planting materials.

(5) Number of parking spaces required, and number provided, amount of landscaping required, and amount of landscaping provided.

(6) Any other related information that may be reasonably required by the *Village.*

c. When off-street parking facilities are located within an enclosed structure or upon the roof of a *Building*, the site plan shall also include interior circulation patterns, slope of ramps, and location of interior structural columns.

d. Within the T6 transect zone, see *Sections 15.6.C.*, *15.6.D.*, *and 15.7.A.* for additional off-street parking and loading requirements.

C. *Minimum, ~~or~~ maximum or recommended number of off-street parking spaces ~~required~~.*

1. Fractions of a space:
All uses shall be subject to the following ~~minimum~~ parking space requirements unless additional spaces may be required as the condition for securing a ~~permitted conditional use~~ site plan approval. All fractional space requirements shall be rounded off to the next highest number.

2. Residential uses
a. Single-family:
(1) Two spaces for each *Dwelling Unit*.

b. Multifamily in the T6 transect zone:
(1) See *Section 15.7.A.* Building Function (Uses) and Parking Requirements Table.

c. Multifamily in all areas except the T6 transect zone:
(1) The recommended number of off-street vehicle parking spaces per is shown below, unless otherwise specified in this Chapter.

Unit size	**~~Maximum~~ Recommended 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 ten percent (10%) of the total number of spaces. 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 parking spaces provided for multifamily residential uses pursuant to these provisions shall be conveyed for use by the developer to the condominium asso-

ciation, 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.~~

3. Commercial uses
   a. Banks and financial institutions: One (1) space for each 300 feet of gross floor area, plus sufficient area for a minimum of eight (8) stacking spaces for each drive-thru window. Drive-thru lanes shall be designed so as to be totally separated from required *Off-Street Parking* spaces and driveways.
   b. Business, vocational, and trade schools: One (1) space for each 100 square feet of gross floor area.
   c. Lodges, ~~fraternal~~ social organizations, and union halls: One (1) space for each 100 square feet of gross floor area.
   d. Offices (business, professional): One (1) space for each 300 square feet of gross floor area.
   e. Personal service establishments (dry cleaners, laundromats, gym, fitness center, and other similar uses): One (1) space for each 200 square feet of gross floor area.
   f. Repair service establishments (shoes, watches, appliances, and other similar uses): One (1) space for each 200 square feet of gross floor area.
   g. Restaurants, lounges, and nightclubs: One (1) space for each 75 square feet of customer service area.
   h. Retail sales establishments: One (1) space for each 200 square feet of gross floor area, plus sufficient area for four stacking spaces for every drive-thru window. Drive-thru lanes shall be designed so as to be totally separated from required off-street parking spaces and driveways.
   i. Service stations: Three (3) spaces, plus three (3) spaces for every service bay.
   j. Theaters/Auditoriums: One (1) space for each three (3) seats or other accommodations provided. For benches, pews, or other similar seating arrangements, each 18 lineal inches of such seating facilities shall be counted as one seat for the purpose of computing off-street parking requirements.
   k. Vehicle sales, rental, repair, and service operations: One (1) space for every 400 square feet of enclosed floor area for sales or rental display, plus two (2) spaces for each service bay.
   l. Offices (medical, dental, clinic): One (1) space per 150 square feet of gross floor area.
   m. Barber shops, hair salon, nail salon, spa, therapeutic massage center: Two (2) spaces per station (chair, bed, etc).
   n. Drugstores and pharmacies: One (1) space for each 200 square feet of gross floor

area.

o. Funeral home or mortuary: One (1) space for each four seats in the principal assembly area. For benches, pews, or other similar seating arrangements, each 18 lineal inches of such seating facilities shall be counted as one (1) seat for the purpose of computing off-street parking requirements.

p. Animal hospital, grooming, and/or kennel: One (1) space per 300 square feet of gross floor area.

q. *Hotels*, *Motels*, and other tourist lodging accommodations:

(1) One (1) space for each room or rental sleeping unit, plus an additional ten percent (10%) of the total number of required spaces except as follows:

One (1) space per sleeping unit, for the first 100 units, and ~~0.5~~ one-half (½) spaces per sleeping unit for all units in excess of 100; if the developer agrees in writing that a hotel shuttle service is provided and maintained in perpetuity, and a hotel employee parking plan is provided, which shall be subject to the review by the ~~Village Planning Department~~Village Manager or a designee. The hotel parking plan shall include measures to address employee parking, including, but not limited to, provision of transit passes, carpool or vanpool programs, off-site parking when available and/or other measures intended to limit the impact of employee parking on surrounding neighborhoods.

(2) For hotel establishments with at least 100 sleeping units, parking space requirements for restaurants, retail and other service uses within the hotel may be reduced by 25% if such uses are ancillary to the hotel.

4. Community facilities

a. Assisted living facilities: Three-quarter space per living unit, plus 1 guest parking space per every five (5) living units.

b. ~~Churches, synagogues, and other h~~ Houses for worship: One (1) space for each four seats in the principal assembly area. For benches, pews, or other similar seating arrangements, each 18 lineal inches of such seating facilities shall be counted as one (1) seat for the purpose of computing off-street parking requirements.

c. Government offices and facilities: One (1) space for every 300 square feet of gross floor area, plus one (1) space for every four (4) seats in any public assembly area.

d. Hospitals: One (1) space for each patient bed, plus 0.5 parking spaces per staff member.

e. Marinas: One (1) space for every boat slip or berth, plus such additional spaces as may be required for permitted uses such as retail stores and *Restaurants*.

f. Museums, art galleries, and libraries: One (1) space for every 400 square feet of gross *Floor Area*.

g. Nursing home facility: One-half (½) space for each bed plus one (1) guest parking space per every four (4) residents.

h. Tennis, handball, and racquetball facilities (indoor or outdoor): Five spaces for every court, plus such additional spaces as may be required for permitted uses such as retail stores and restaurants.

5. Educational

a. *Nursery, Daycare*, Preschool, Elementary, and Middle School: One (1) space/classroom plus one space per employee (excluding teachers), plus 1 space/100 students), plus 10 spaces for stacking/queuing, (student drop-off/pick-up).

b. High School: One (1) space/classroom plus one space per 10 seats plus 5 spaces for auto stacking/queuing.

c. College/University: One (1) space /classroom plus 3 spaces/100 sq. ft. of classroom. 3 spaces/4 beds for dormitories, fraternities, and sororities.

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~~ recommended by the *Planning and Zoning* ~~Board~~*Official* 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~~Official.

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.

D. *Exceptions to parking requirements.*

1. Off-site parking areas adjacent to or within a reasonable distance (the reasonableness of the distance to be determined by the Village Commission) from the premises on which parking areas are required by the parking regulations of this subchapter, where practical difficulties or unnecessary hardships are encountered in locating such parking area on the premises and where the purpose of these regulations to relieve congestion in the *Streets* would be best served by permitting such parking off the premises.

2. Waiver or reduction of parking requirements: The Village Commission shall have the authority t~~T~~o waive or reduce the parking and/or loading ~~requirements in any district~~ required in this ULDC for any use of a development. To qualify for such a waiver, an applicant must demonstrate that ~~whenever~~ the character or use of the ~~building~~development is such ~~as to make~~ that it is unnecessary to provide the full provision of parking or loading facilities. For parking reductions in the T6-24 and T6-30 transect zones, see Chapter 15, *Section 15.7.A*.

E. *Design standards.*

~~1.~~ Definition: For the purpose of this subchapter an "off-street parking space" is an all-weather surfaced area, at grade or above, permanently reserved for the temporary storage of one automobile and connected with a *Street* or *Alley* by an all-weather surfaced driveway which affords ingress and egress for an automobile without requiring another automobile to be moved. ~~On single lot sites only, mechanical parking lifts, which may require another automobile to be moved, may be approved within enclosed garage structures in the PRD Overlay District, if they meet the standards of Section 8.10(D)(10)(f)(5). When developing under the PRD regulations found in Section 8.10(D)(10), mechanical parking lifts may be used to create an additional parking space which can be counted towards the total number of required parking spaces.~~

2. Paving and drainage:

   a. All off-street parking facilities shall be surfaced with a minimum of a rolled six-inch rock base and one-inch durable weatherproof asphaltic pavement. The occupancy or use of a given *Structure* or premises shall be prohibited until the required off-street parking area has been improved, inspected, and approved.

   b. All required off-street parking facilities shall be properly drained so that no nuisance will be caused to adjacent or nearby properties. All construction shall comply with design standards as established by all applicable laws, ordinances, and regulations.

   c. Maximum vehicular and impervious area of *Front Yard* for single family properties. *Off-Street Parking* shall be placed and configured on each single-family *Lot* or parcel in such a manner that the percentage of total front yard area that is occupied by vehicular use for parking spaces, aisles, driveways and by other impervious surfaces such as walkways, shall not exceed the following:

	Maximum driveway width (feet)	Maximum impervious surface (%) *
One-car linear driveway	12	50
Two-car linear driveway	22	60
Circular driveway	10	60
Ribbon driveway	2.5 per ribbon	50

*Inclusive of all impervious surfaces in the front yard

3. Traffic control.
   Traffic control signs and pavement marking shall be used as necessary to ensure safe and efficient circulation within off-street parking areas. All traffic control measures located on private property shall be approved by the *Village*.

4. Parking space dimensions.
   Required and permitted off-street parking spaces shall be clear of columns or other obstructions and have the following minimum dimensions:

Type of Space	Length	Width
Standard	18	9
Handicapped	18	13
Compact	16	8

5. Compact parking spaces
   a. Upon special approval by the *Village Commission* in accordance with the provisions on use exceptions, up to ten percent (10%) 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.

6. Handicapped accessible parking spaces.
   All required off-street parking facilities shall be developed in accordance with all applicable provisions of the most recent version of the *Florida Accessibility Code*.

7. Markings
   All off-street parking spaces shall be marked by solid stripes of at least four (4) inches in width along each side of the space, except those sides which permit vehicle entry or abut curbs.

8. Wheel stops
   Wheel stops or continuous curbing shall be placed two (2) feet from the front of all parking spaces, except those in a parallel configuration. Wheel stops shall be at least six (6) feet in width and be of a design and material approved by the *Village*.

9. Illumination
   All off-street parking facilities, except those which serve *Single-Family Residential Dwellings*, shall be illuminated according to the standards contained herein.
   a. For the purpose of this ~~s~~Section, open off-street parking facilities shall include the surface of open-to-the-sky parking spaces, driveways, and accessways. Enclosed off-street parking facilities shall include multi-level parking garages and covered grade-level parking facilities.

   b. Intensity of illumination.
      (1) Open parking facilities shall provide an average illumination intensity of one foot-candle equal to one lumen per square foot and shall be well distributed on the pavement areas; however, at no point shall illumination be less than one-third foot-candles.

      (2) Enclosed parking facilities shall provide an average illumination intensity of fifty (50) foot-candles at the entrance, ten (10) foot-candles in traffic lanes, and five

(5) foot-candles in vehicle storage areas.

(3) The most current edition of the *IES Lighting Handbook*, published by the *Illumination Engineers Society*, shall be used as a standard for the design and testing of parking facility lighting.

c. All site plans shall include a parking facility illumination plan. That plan shall be certified by a registered architect or engineer as providing illumination in accordance with the applicable minimum standards set forth above. Subsequent construction must comply with that lighting plan. If there exists a question concerning whether the work was done in accordance with specifications, the *Village* may require as a prerequisite to the issuance of a certificate of occupancy that the architect or engineer who prepared the plans certify that all work was done in accordance with specifications.

d. All required illumination shall be controlled by automatic devices.

(1) For commercial uses with open or enclosed parking facilities, the required illumination shall be provided at least 30 minutes after the closing time of any establishment served by the parking facility.

(2) Any parking facility that serves a *Multifamily Residential Use* must maintain the minimum levels of illumination established by this subchapter through the use of natural or artificial light 24 hours per day.

e. All lighting shall be shaded or screened and positioned in such a manner as to minimize offensiveness to any neighboring property.

f. All property owners and lessees shall be responsible for the replacement or repair of any light that becomes nonfunctional and reduces the illumination below the required standard.

g. All additional regulations, standards, and requirements stated in *Section 151.26* of the Village Code shall be complied with.

10. Landscaping.

All parking areas shall be properly landscaped according to the provisions of the current Miami-Dade County landscaping ordinance.

11. Right-of-way setback.

A minimum setback of twenty (20) feet shall be required between a public *Street Right-of-Way Line*, exclusive of *Alleys*, and the entrance to the nearest parking space.

12. Maintenance.

a. Off-street parking areas shall be maintained in a clean, orderly, and dust-free condition at the expense of the owner or lessee and not used for the sale, repair, dismantling, or servicing of any vehicles, equipment, materials, or supplies.

b. The surface shall be maintained in a structurally sound condition and free of potholes. A pothole is defined as a crack, hole, aperture or opening in the surface

which penetrates beneath the asphalt layer to any depth and is of any diameter.

13. Separation from walkways and streets.
Off-street parking spaces shall be separated from walkways, sidewalks, *Streets*, or *Alleys* by an approved *Wall*, *Fence*, curbing, or other protective device.

14. Entrances and exits.
Location and design of entrances and exits shall be in accordance with the requirements of the *Village*, based upon reasonable requirements for safety traffic regulations and standards. Landscaping, curbing, or approved barriers shall be provided along lot boundaries to control entrance and exit of vehicles or pedestrians.

15. Interior drives.
Interior drives shall be of adequate width to serve a particular design arrangement of parking spaces, as prescribed by the Village.

16. Back-out parking prohibited.
All off-street parking spaces, except those relating to *Single-Family Residential Dwellings*, shall be designed so that no vehicle shall be required to back into a public street *Right-Of-Way* to obtain egress.

17. Minimum aisle widths.
    a. Parallel parking maneuvering areas shall be at least.
        (1) 13 feet wide for one-way.
        (2) 23 feet wide for two-way.
    b. 90-degree parking maneuvering areas shall be at least.
        (1) 23 feet wide for one-way.
        (2) 23 feet wide for two way.
    c. 30-degree parking maneuvering areas shall be at least.
        (1) 11 feet wide for one-way.
        (2) 23 feet wide for two way.
    d. 45-degree parking maneuvering areas shall be at least.
        (1) 13 feet wide for one-way.
        (2) 23 feet wide for two way.
    e. 60-degree parking maneuvering areas shall be at least.
        (1) 18 feet wide for one-way.
        (2) 23 feet wide for two way.
    f. Accessway aisles shall be at least.
        (1) 13 feet wide for one-way.
        (2) 23 feet wide for two way.

18. Additional design criteria.

Minimum off-street parking and loading requirements shall conform to the Village Code relating to parking and loading requirements. Except for one-way drives and access ramps on single lot sites developed under ~~in~~ the PRD standards in *Section 8.10(D)(10)*, the following criteria shall also be considered:

a. Pedestrian circulation facilities, roadways, driveways, and off-street parking and loading areas shall be designed to be safe and convenient.

b. Parking and loading areas, aisles, pedestrian walks, landscaping, and *Open Space* shall be designed as integral parts of an overall development plan and shall be properly related to existing and proposed *Buildings*.

c. Buildings, parking and loading areas, landscaping, and open spaces shall be designed so that pedestrians moving from parking areas to buildings and between buildings are not unreasonably exposed to vehicular traffic.

d. Landscaped, paved, and gradually inclined or flat pedestrian walks shall be provided along the lines of the most intense use, particularly from building entrances to *Streets*, parking areas, and adjacent buildings. Pedestrian walks should be designed to discourage incursions into landscaped areas except at designate crossings.

e. Except for single-family and two-family residences, each off-street parking space shall open directly onto an aisle or driveway that is not a public street.

f. Aisles and driveways shall not be used for parking vehicles, (except that the driveway of a single-family or two-family residence shall be counted as a parking space for the dwelling unit) or as a number of parking spaces as determined by the *Planning and Zoning Official*, based on the size and accessibility of the driveway.

g. The design shall be based on a definite logical system of drive lanes to serve the parking and loading spaces.

h. Parking spaces for all uses, except single-family and two-family residences, shall be designed to permit entry and exit without moving any other motor vehicle.

i. No parking space shall be located as to block access by emergency vehicles

j. Compact car spaces should be located no more and no less conveniently than full-size car spaces and shall be grouped in identifiable clusters.

k. Parking lots and other vehicular use areas are to be designed to be functional and aesthetically enhance neighborhood buildings, groups of buildings, or facility they serve.

l. Off-street loading areas shall be located where they will not disturb adjacent uses and should not be the visual focal point of a driveway, parking area, adjacent properties, or the *Right-of-Way*. This may be accomplished by providing any or a combination of the following: Masonry wall extensions of the building line, opaque landscape screening, berming, and through selective placement or orientation of the

loading area.

m. Developments which include out-parcels shall be designed to provide safe and efficient vehicular and pedestrian circulation within the out-parcel, between the out-parcel and the ~~principle~~ principal development and off-site. All pedestrian connections should be well marked and lighted.

n. Sites requiring large areas of surface parking should attempt to distribute parking into smaller areas broken up by intervening areas of landscaping, *Open Space*, and *Buildings* wherever possible rather than aggregating parking into continuous *Street* facing strips.

o. Parking areas must provide adequate drainage.

p. With the exception of temporary parking lots, the landscaped areas of an at-grade parking lot should be defined with a six-inch curb.

q. Parking garages and structures shall contain commercial use on the ground floor and architectural detailing so not to appear as a garage on elevations facing the street.

r. Multiple levels of parking structures should be parallel to *Grade* on waterfront elevations.

s. Stairways and elevators should be glass enclosed or open clearly visible to the street or other populated areas to prevent vandalism.

t. Ramps, stairwells, and any other portion of the garage should be buffered with the use of decorative grilles and screens.

F. *Joint use of required off-street parking spaces.*

1. Location of spaces

All parking spaces required herein shall be located on the same parcel with the *Building* or use served, except that where an increase in the number of spaces are provided collectively or used jointly by two or more buildings or establishments, the required spaces may be located and maintained not to exceed 300 feet from the use being served.

2. Joint use for theaters, auditoriums, nightclubs, and ~~churches~~ *House of Worship*

Up to 50 percent of the parking spaces required for theaters, auditoriums, and *Nightclubs*, and up to 100 percent of the parking spaces required for ~~churches~~ *House of Worship* may be provided and used jointly by banks, offices, retail stores, repair shops, service establishments and similar uses not normally open, used or operated during the same hours as theaters, auditoriums, nightclubs, or ~~churches~~ *House of Worship*; however, a written agreement thereto shall be properly executed and filed as specified below.

3. In any case where the required parking spaces are not located on the same *Lot* with the building or use served, or where such spaces are collectively or jointly provided and used, a written agreement thereby assuring their retention for such purposes, approved as to form by the *Village Attorney*, shall be filed and recorded in the public records of Miami-Dade County, Florida.

4. Refer to Chapter 15, *Section 15.6.C*. ~~– Shared Parking Standards Table~~ for additional regulations in the T6 transect zone.

G. *Space-efficient parking: Mechanical, automated, and robotic parking systems.* Notwithstanding 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, subject to the standards in *Section 9.3*. 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, subject to the following standards:

1. Mechanical lifts shall 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. 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.
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.
4. 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.
5. Space-efficient parking systems, including vehicle elevators, and any garage structure wherein these devices are located shall be designed so that the noise or vibration from the operation of the 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.
6. All 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.*

7. All free-standing mechanical and automated 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. Devices shall provide manual override capability.

8. Any *Building* utilizing robotic parking systems and/or car elevators to access parking must include an on-site emergency 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 cards in the event of a power outage.

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.

10. All mechanical and automated lifts, robotic parking system components, car elevators, and emergency generators shall be *Underwriters Laboratories (UL)* approved.

11. All non-mechanical parking spaces in a garage structure must comply with the dimensional requirements of *subsection 9.3.E.4.*

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 space-efficient parking system components. Proof of the service contract must be provided to the *Village* annually.

13. The ceiling heights of any garage parking level with parking lifts within a garage shall be a minimum of 11 feet six inches.

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.

15. Either the owner or lessee of a parking lot which utilizes space-efficient parking system shall carry liability insurance which covers any damage, injury, or accident that could occur within the parking lot.

16. The condominium association shall not lease or sell parking spaces and shall not charge for guest parking.

H. *Mechanical parking lifts in the CG District.*
Notwithstanding any provision of this Code to the contrary, mechanical parking lifts are permitted in an enclosed garage structure to serve development in the CG district, subject to the standards in *Section 9.3.G.1* through *14*. Parking spaces created by a mechanical parking lift may be counted towards the total number of required parking spaces, provided that a restrictive covenant in a form acceptable to the *Village Attorney* is executed and recorded prior to the issuance of a Certificate of Occupancy requiring that the parking lifts be operated by a licensed and insured valet parking company.

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 nine (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.

§ 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.

2. Continued provision of required loading facilities.

No owner or operator of any such *Structure* or use shall discontinue, dispense with, or cause a discontinuance or reduction in required loading facilities required herein and existing at the time of construction, use, or occupancy without establishing alternate loading facilities which meet the requirements of this subchapter.

3. Modernization, alteration, conversion, or enlargement of structure or use.

When any such structure or use is modernized, altered, converted, or enlarged with a resultant increase in floor area, additional off-street loading spaces that may be required shall be provided, and a revised site plan shall be submitted for review and approval.

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 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:

(a) 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 of loading or unloading property shall not exceed fifteen (15) minutes.

(b) 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 to load and unload commercial property. No stop shall exceed thirty (30) minutes.

5. For off-street loading requirements in the T6 transect zones, see *Section 15.6.D.*

B. *Number of loading spaces required.*

The requirements listed below are for large truck loading spaces, which must meet the dimensional standards provided in subsection C. below. The substitution of a large truck loading space by one or more small truck or passenger loading spaces may be allowed by the Village Commission through the site plan approval process, if the size, character, and operation of the proposed use is found to not require the dimensions specified, or waived if the required loading space dimension could not otherwise be provided. Should the size, character or operation of the proposed use change in the future, an administrative approval of site plan amendment shall be required to change the required number and/or size of loading spaces.

1. Retail, personal service, restaurant, or wholesale operation.

Gross Floor Area (sq ft)	Spaces Required
Under 10,000	0
10,000-20,000	1
20,000-40,000	2
40,000-60,000	3
Over 60,000	4

2. Multifamily residential, hotel/motel, office, hospital, spa, place of public assembly or similar use.

Gross Floor Area (sq ft)	Spaces Required
Under 25,000	0

25,000-50,000	1
50,000-100,000	2
Over 100,000	3

C. *Design standards.*

1. Space Dimensions by Loading Zone Type.

Type	Width	Length	Height (Clearance)
Passenger	10	20	7
Small truck	12	25	14
Large truck	12	30	14-1/2

Each off-street loading space shall be easily accessible and arranged for convenient and safe ingress and egress by motor truck or trailer combination.

2. 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.

3. 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.

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 *Streets*, excluding *Alleys*, from a loading space shall be prohibited.

DIVISION 3, LIMITATIONS OF THE USE OF ON-STREET AND OFF-STREET PARKING AREAS

§ 9.5 – In residential zoning districts.

A. *Storage, sales or repair of merchandise or vehicles; display of signs or advertising devices; and storage or parking of commercial vehicles prohibited.*

The storage, sale or repair of merchandise or vehicles or the display of *Signs* or advertising devices on vehicles, *Structures* or *Land*, and the storage and parking of commercial vehicles as defined in subparagraph ~~(2)(a)~~B., shall not be permitted in any off-street residential parking

areas. This provision shall not prohibit persons from parking vehicles in such areas that contain information that is required by any applicable laws, ordinances or regulations, if such information is provided only to the extent and in the manner required by such laws, ordinances or regulations~~, nor shall it prohibit the storage or parking of such commercial vehicles in such areas when such vehicles are owned or controlled by a resident of the appurtenant *Building* and where such vehicles nor any part of them are not visible from the public *Right-of-Way*~~.

B. *Limits on duration and time of parking of commercial vehicles.*
Except as herein provided, in any *Residential District*, it shall be unlawful to park or store any commercial vehicle on any street or public right of way unless they are actively providing a professional job, ~~for a period of time in excess of~~ typically during a period of two hours between 7:00 a.m. and 6:00 p.m., or at any time between 6:00 p.m. and 7:00 a.m.

The term "commercial vehicle," as herein used, shall mean a motor vehicle of one-ton capacity or more or a motor vehicle ~~or~~, trailer, semi tractor, cargo van, truck, bus, or any concession vehicle of any size or capacity which is used in commerce. A motor vehicle shall be conclusively presumed to be used in commerce if the vehicle bears a sign, insignia, trademark, tradename, or business designation of any nature, wherever the same may be located on the vehicle; or the vehicle is used for the transportation of persons or property for compensation. A motor vehicle will be presumed to be used in commerce if, upon visual inspection, it contains equipment and other personal property regularly, normally, and ordinarily used in commerce business or trade, such as, for example, construction tools and equipment, commercial lawn mowers, tractors, ladders, paint, auto mechanics' tools, such as hydraulic jacks, tire changing equipment and towing equipment. Such presumption shall be subject to rebuttal by competent evidence.

C. *Exceptions to Section 9.5B.*
The fact that a motor vehicle used in commerce as above described is designed for private use or is only used commercially on a part-time basis shall not abrogate or reduce the presumption of use in commerce. Provided, however, that the placement of a temporary (magnetic or otherwise) cover over the sign, insignia, trademark, trade name or business designation shall cause the vehicle to be in compliance.

The foregoing prohibition shall not apply to vehicles used by licensed contractors or service establishments actually doing work on the premises reasonably proximate to the location where parked, nor to vehicles of less than one-ton capacity containing federal, state or local government insignia.

§ 9.6 – In all zoning districts.

A. Limitations on parking or storage of commercial vehicles, truck tractors, semitrailers, tandem trailer trucks and special mobile equipment.
No commercial vehicle, truck tractor, semitrailer, tandem trailer truck or special mobile equipment as hereafter defined shall be parked, stored, sold, or permitted on any parcel of land in any district zoned Parks, ~~or~~ *General Commercial* ("GC"), or T6 transect, except for purposes of loading or unloading and except as provided elsewhere in this ULDC.

B. Definitions.

The following terms shall have the following respective meanings:

1. Truck tractor. Any motor vehicle designed and used primarily for drawing other vehicles and not so constructed to carry a load other than a part of the weight of the vehicle and load so drawn.

2. Semitrailer. Any vehicle with or without motive power other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that some part of its weight and that of its rests upon or is carried by another vehicle.

3. Tandem trailer truck. Any combination of a truck tractor, semitrailer and trailer coupled together so as to operate as a complete unit.

4. Special mobile equipment. Any vehicle not designed or used primarily for the transportation of persons or property and only incidentally operated or moved over a highway, including, but not limited to, ditch digging apparatus, well boring apparatus and road construction and maintenance machinery, such as asphalt spreaders, bituminous mixers, bucket loaders, tractors other than truck tractors, ditchers, leveling graders, finishing machines, motor graders, road rollers, scarifies, earth moving carryalls and scrapers, power shovels and draglines, and self-propelled cranes and earth moving equipment. The term does not include house trailers, dump trucks, truck-mounted transit mixers, cranes or shovels or other vehicles designed for the transportation of persons or property to which machinery has been attached.

C. Violations.

Any person who parks, or permits parking of a truck tractor, semitrailer, tandem trailer truck or special mobile equipment in violation of this section shall be guilty of a civil infraction and subject to the procedures and penalties prescribed in *Chapter 153* of the Village's Code of Ordinances and subject to applicable Miami-Dade County and state regulations pertaining to parking tickets and towing.

DIVISION 4, LANDSCAPING

[Refer to Ch. 18A, Miami-Dade Landscaping Code]

§ 9.7 – Landscaping guidelines.

A. Landscaping should complement the old Florida/Maritime theme, using native plant materials and street furnishings that carry the theme, and provide continuity throughout the *District*. In addition, public safety will be a priority using the principles of *CPTED (Crime Prevention Through Environmental Design)* to create high visibility areas and natural access control.

B. ~~With regards to~~ The following standards shall apply to landscape design for both new construction and existing buildings~~, the following should apply~~:

1. Landscaping ~~should~~ shall complement and enhance the overall architectural and design

theme of the property, but not overpower it.

2. Rhythm ~~should~~ shall be maintained along public streets through the uniform placement of trees.

3. Blank walls greater than twenty-five (25) feet in length and other unattractive areas of a site or *Building* ~~should~~ shall be heavily screened with landscaping. Rooflines or storefronts of twenty-five (25) feet or greater shall be broken by vertical landscaping materials. Shade and accent trees planted at 20-foot intervals shall be required to achieve this screening.

4. ~~Large~~ Surface parking areas and driveways shall be heavily landscaped along their perimeter and with interior and terminal islands. Surface parking areas shall be provided with tree shade, where possible.

5. Landscape design ~~should utilize~~ shall apply the latest CPTED principles of natural surveillance, natural access control and territorial reinforcement.

6. The use of native trees, shrubs and ground covers is encouraged to be incorporated into the landscaping around proposed developments to minimize demand on our local water resources. Local flora ~~will~~ shall be maintained as part of the built environment ~~and the demand on our local water resources will be minimized~~ to provide food and shelter to native animals and to promote biodiversity.

7. The placement and design of landscaping shall maximize visibility to provide natural surveillance.

8. Landscape design shall ~~incorporate with design of~~ be combined with other physical features of development, such as sidewalk, pavements, lighting, and *Fences*~~,~~ to emphasize public entrances~~,~~ and to define and reinforce ownership of property.

9. Tree and palm heights and spread shall allow sufficient visibility, not completely block views of/from doors, windows, and streets.

10. Shrubs and ground cover shall be planted along public *Rights-of-Way* or around parking, and public open areas.

11. Landscape design will ~~utilize~~ apply principles of ~~xeriscape~~ Florida-friendly landscaping, while retaining the tropical beach resort atmosphere.

12. Landscape plans must be drawn, signed, and sealed by a Florida registered architect or landscape architect.

13. In addition to these design standards, all landscaping shall meet the standards of the Miami-Dade Landscape Code (*Chapter 18A*).

14. Landscaping in 15-foot line of site triangle at intersections of rights-of-way and at driveways shall conform to height clearances of bushes and trees, and maximum tree calipers in accordance with the *Village* Code.

C. Ornamental trees or palms should be placed in front of buildings in such a manner as to

provide visual transparency. Shade trees and palms shall be used adjacent to open spaces, parking lots, and residential streets. Planting areas shall be designed with multi-layers of plant material including shrubs and ground covers.

D. The owner, tenant, and their agents, if any, shall be jointly and severally responsible for the maintenance and protection of all landscaping existing or hereafter installed, which shall be maintained in a healthy growing condition and shall be kept free from refuse and debris. Maintenance shall include watering, weeding, mowing, fertilization, treating, mulching, pruning, removal/replacement of dead or diseased trees and removal of refuse and debris on a regular basis so as to present a neat and well-kept appearance at all times.

§ 9.8 – Landscaping and open space in commercial districts.

Trees improve air quality, reduce storm water runoff, provide cooling effects for the urban heat island, increase property values, and create urban wildlife habitat. They can greatly increase the quality of life in a community. For the purpose~~s~~ of developing a consistent landscape theme within the *Village,* designated street trees and recommended landscape techniques are provided in this ~~s~~Section.

A. Trees shall be provided along streets, except for along Kennedy Causeway, where Royal Palms shall be provided.

B. Provide a minimum of five-foot by five-foot by three and one-half-foot deep tree wells in existing or new sidewalks, provided there is a minimum 36-inch clear area in front of the tree to permit passing in compliance with ADA requirements. Trees may also be located in islands created in the parking zone.

C. Consider the use of continuous street tree trenches to provide maximum soil area for roots to spread, and water and air to penetrate.

D. Allow sufficient room for tree canopies to grow and develop without conflict to other building elements and overhead utilities.

E. Install irrigation systems to provide adequate water to establish and maintain trees.

F. In high pedestrian areas, install tree guards to protect the trunks from damage.

G. Select trees that are adapted to the harsh conditions of a dense urban environment.

H. Trees shall not be placed near overhead utility lines and shall conform to *FPL* requirements in terms of clearance and recommended tree species.

§ 9.8.1 – Green or vegetated wall requirements in the T6-24 and T6-30 transect zones.

Developments in the T6-24 and T6-30 transect zones shall have a minimum twenty percent (20%) *Green or Living Vegetated Walls* to screen the parking structure, in lieu of liners (See also Ch. 15, ~~Section 15.3.A.2.b.5~~ *Section 15.3.C.2.e*).

A. The development shall submit plans and specifications on the type of system being used, such as wall mounted, modular or freestanding, its attachment to the *Structure* and irrigation system, at time of building permit application.

B. The landscape plans must be drawn, signed, and sealed by a Florida registered architect or landscape architect, and include the plant materials being utilized for the *Green Walls*.

C. Plant materials selected should consider climatic conditions, the building characteristics, and the surrounding conditions, in which the green wall is inserted. Plants that do not provide a food source, and which discourage nesting sites for birds should also be considered.

D. The plant material must be guaranteed for 18 months and reach 80% coverage within the first year.

E. Plants shall be maintained at regular intervals to ensure plant health and viability. Any dead growth shall be removed and replaced as necessary.

F. Irrigation and drainage systems must be designed and incorporated in a manner that avoids standing water.

§ 9.9 – Plant categories.

Proposed landscape plans for development or redevelopment shall incorporate the following information into the plant list and summary:

Salt Tolerance	
High	Plants are highly resistant to salt drift and can be used in exposed environments.
Moderate	Plants tolerate some salt spray, but grow best when protected by *Buildings*, *Fences*, or plantings of salt tolerant species.
Low	Plants have poor salt tolerance and always should be used well back of exposed areas and be protected by buildings, fences, or more salt tolerant species.
None	Plants have extremely low to no salt tolerance and should not be used near exposed areas even if protected.
Light Requirements:	
FS	Full Sun; these conditions are generally required for maximum growth and flowering and are met in southern locations in the landscape.
FS-PS	Full Sun - Partial Shade; plants within this category are adaptable to a range of light conditions. Full sun should be provided but filtered sun through overhead canopy trees is adequate. Eastern, western, and southern locations provide these conditions.
FS-DS	Full Sun - Dense Shade; plants that are quite adaptable to varied light conditions and will grow well in any location in the landscape.
PS-DS	Partial Shade - Dense Shade; plants that require shaded conditions for best growth. These conditions are provided under overhead canopy trees and in northern locations of the landscape.
Foliage	

E	Evergreen
D	Deciduous
SEV	Semi-Evergreen

§ 9.10 – Tree removal and relocation.

A. Before the *Village* issues a tree removal permit that allows the replacement of any tree, the applicant must demonstrate that relocation is not a viable alternative. Relocation shall occur either within the site or off-site with the concurrence of the Village where the site is public property. If any tree is to be relocated either on-site or off-site, a relocation plan shall be submitted in accordance with ~~c~~Chapter 100 of the Village Code of Ordinances.

B. Pursuant to Sec. 163.045 of the Florida Statues, a notice, application, approval, permit, fee, or mitigation for the pruning, trimming, or removal of a tree on a residential property shall not be required if the property owner possesses documentation from an arborist certified by the ISA or a Florida licensed landscape architect demonstrating that the tree poses an unacceptable risk to persons or property. A tree poses an unacceptable risk if removal is the only means of practically mitigating its risk below moderate, as determined by the tree risk assessment procedures outlined in Best Management Practices - Tree Risk Assessment, Second Edition (2017).

C. *Methods for relocation*.

The following guidelines shall be utilized to ensure successful transplanting of trees:

1. Any tree being relocated shall not be unnecessarily damaged during removal, transport or replanting of that tree.
2. If the trees have a dormant period, they should be transplanted during that time. Trees should not be transplanted during periods of strong, dry winter winds or during droughts.
3. Provide adequate space for root and crown development.
4. Trees shall be root and canopy pruned according to sound arboricultural standards prior to transplanting.
5. During and following transplanting, the root ball and trunk shall be protected. The root ball must be kept moist at all times.

DIVISION 5, DESIGN STANDARDS FOR COASTAL SITES

§ 9.11 – Miami-Dade County shoreline development review

A. All development directly abutting North Bay Village's shoreline, except single-family and duplex development, is subject to the requirements of the Miami-Dade County Shoreline Development Review (*Ordinance 85-14*) which includes standards for setbacks and visual

corridors.

B. An applicant requesting development within the shoreline development review boundary shall obtain approval from the Miami-Dade County *Shoreline Development Review Committee*, prior to issuance of a building permit by North Bay Village. However, applicants are encouraged to meet with staff of the *Development Impact Committee Department* prior to seeking site plan approval from North Bay Village, in order to understand potential points of conflict or inconsistency and to design accordingly.

C. Applicants shall be responsible for coordinating with Miami-Dade County. Applications for shoreline development review ~~are~~ shall be obtained from and submitted to the Miami-Dade County *Development Impact Committee Department* by the applicant.

D. Prior to applying for shoreline development review, approval for construction or structural alteration of any dock, pier, piling, seawall, or any similar *Structure* in or over the waters in the corporate limits of the *Village*, *Village Commission* approval shall be required.

E. Prior to applying for shoreline development review for construction of any marina, approval from both the *Planning and Zoning Board* and Village Commission shall be required.

§ 9.12 – Coastal Construction within Biscayne Bay (North Bay Village Approval)

A. *Definitions.*

For the purpose of this ~~c~~Chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning. These definitions shall be in addition to the definitions contained in *Section 327.02*, Florida Statutes.

1. *Dock*. Any fixed or floating structure for securing boats, loading, or unloading persons or property, or providing access to the water, and includes the term "pier," "wharf," "float" or any other landing facility.

2. *Docking site*. Any "slip," "berth," or space to accommodate a single boat, vessel, or houseboat.

3. *Dolphin or mooring*. Any appliance used to secure a boat or other vessel, other than to a pier, which is not carried aboard the boat or vessel as regular equipment when underway.

4. *Houseboat or floating home*. Any vessel in fact used or designed primarily to be occupied as living quarters and for any business or occupation whatsoever, or for any private or social club of whatsoever nature, including the use thereof for the entertainment or recreation of guests or tenants while same is moored or docked within the corporate limits of the *Village*, whether the vessel is self-propelled or not.

5. *Marina.* A~~ny area~~ licensed facility located within the Village boundaries where one or more sites or locations are rented or offered for rent for the location, mooring, ~~or~~ dockage, or storage of boats, or vessels, or houseboats on land or on water, or to be used for living quarters either permanently or on a temporary basis.

6. *Riparian right-of-way*. The water immediately adjacent to any real property located within

the Village limits.

7. *Utility hook-up*. Any connection between the waterfront property or docks and piers appurtenant thereto located within the riparian *Rights-of-Way* and any boat, vessel, or houseboat provided to conduct water, electricity, cable, telephone service, gas, or other utility or sewerage to or from the boat, vessel, or houseboat.

8. *Village Manager*. For purposes of this chapter, "Village Manager" means the *Village Manager* or authorized designee.

9. *Waters of the Village*. All waters within the corporate limits of North Bay Village, whether immediately tangent to one of the islands or a part of *Biscayne Bay*.

B. *Construction and ~~S~~structural ~~A~~alteration.*

1. No person, firm, or corporation shall construct any docks, piers, dolphins, wharfs, pilings, boat lifts, or similar *Structures* of any kind more than fifty (50) feet perpendicular from the seawall or shoreline (not including rip-rap) into any waterway within the corporate limits of the Village, except as provided in *subsection 9.12(B)(5)* below.

2. No dock, pier, wharf, dolphin, piling, boat lift, or similar structure shall be erected in the Village unless the structure is set back at least seven and one-half (7-½) feet from the lot line on each side.

3. No person, firm, or corporation shall build, repair, reconstruct, extend, or make any structural alteration on any *Building*, dock, pier, dolphin, wharf, piling, boat lift, bulkhead, seawall, or similar structure within the corporate limits of the Village, or do any filling, excavating, or dredging in the waters without first obtaining a building permit to do so from the *Village Building Department*.

4. Application for any permit or the transfer of any permit required by this section shall be made to the Village Building Department in writing on forms provided therefore. The permit shall constitute an agreement by the applicant to comply with all conditions imposed upon granting of the permit. The application shall be accompanied by plans and specifications setting forth in detail the work to be done.

5. Boat lifts and mooring piles may be constructed at existing docks beyond 50 feet from the seawall or shoreline provided:
   a. All proposed structures are limited to boat lifts and/or mooring piles which are not proposed to extend farther from the seawall than existing dock structures.
   b. All proposed structures will not allow a lifted or moored boat to extend farther from the seawall than is possible using the existing dock structures.

6. A safety light shall be placed on the part of the *Structure* (either dock, mooring pile, or boat lift) which is furthest from the seawall. The light shall be illuminated from one half hour prior to sunset to one half hour after sunrise.

7. Any existing docks, piers, dolphins, wharfs, pilings, boat lifts, or similar structures may be repaired or reconstructed in their same footprint, regardless of the dimensional

restrictions of this chapter.

C. *Seawall ~~M~~maintenance and ~~E~~enforcement.*

1. It shall be unlawful for any person or entity owning real property abutting the waterways to allow the seawall to be or remain in a state of disrepair.

2. Upon learning that any seawall is in a defective or dangerous condition or is in a state of disrepair, the *Village Manager* shall so notify the property owner or other person(s) having charge of the seawall to immediately repair the seawalls in whatever manner necessary to ensure it meets all applicable regulations governing the same. If such person(s) or entity fail(s) or neglect(s) to make such repairs, the Village Manager shall take whatever action is necessary for the protection of the public, including the hiring of contractors to repair the seawall; charging the cost of such repairs to the property owner or other person(s) having charge of the property; and it shall be a violation of this ~~c~~Chapter for any person to interfere with such actions.

3. If any seawall, or any portion thereof, or any material from such seawall, shall fall into the waters of North Bay Village, it shall be the duty of the owner or other person(s) or entity having charge of the property, to forthwith remove the same from the waters of the *Village*. If they shall fail to do so, the Village Manager may do so or hire the appropriate individual or entity to do so; and the cost thereof shall be recovered from the property owner or other person(s) or entity having charge of the seawall as provided in this ~~c~~Chapter.

4. All costs for services, charges, work, or fines incurred by North Bay Village in connection with its action to ensure the protection of the public through repair of any seawall or as a result of violations of this ~~c~~Chapter shall constitute and are hereby imposed as liens against the real property aforesaid and, until fully paid and discharged, shall be imposed as special assessment liens against the subject real property. Such liens shall remain equal in rank and dignity with the lien of ad valorem taxes and shall be superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved. The maximum rate of interest allowable by law shall accrue to such costs for services, charges, work, or fines incurred by North Bay Village. Unpaid costs for services, charges, work, or fines incurred by North Bay Village, together with all penalties imposed thereon, shall remain, and shall constitute liens against the real property involved. Such liens for costs for services, charges, work or fines incurred by North Bay Village shall be enforced by any of the methods provided in North Bay Village Code of Ordinances; or in the alternative foreclosure proceedings may be instituted and prosecuted under the provisions applicable to practice, pleading and procedure for the foreclosure of mortgages on real estate set forth in state law, or may be foreclosed per *Chapter 173*, Florida Statutes or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law. The property owner and/or operator shall pay all costs of collection of fees, including attorney fees and court costs, service charges, penalties and liens imposed by virtue of this ~~c~~Chapter.

D. *Operation of docks in single family zoning districts.*

1. No person, firm, or corporation shall be permitted to lease or use any boat, vessel, or houseboat for living quarters, or to otherwise occupy same, on a permanent basis in any area of the *Village* zoned *RS-1*, and *RS-2*. Owners of private docks in those zoned areas will be permitted "utility hook-ups" to one boat from any dock which may be erected upon the riparian *Right-o-Way* abutting their property.

2. The renting of such docks or dock bases, moorings, dolphins or seawalls, and the rental of boats or any portion thereof, for any purpose whatsoever, shall be specifically prohibited in areas of the Village zoned RS-1 and RS-2 and, further, residing on boats within the Village limits is prohibited, except where the docks constitute a part of a marina, a yacht club, *Hotel*, or *Motel*.

3. No docks, dockheads, moorings, dolphins, seawalls or other docking facility shall be used for the docking or storage of any vessel, barge or similar boat used for transport or storage of goods, materials, or debris of any kind unless such vessel, barge or boat has a Boat Mooring Permit pursuant to *Section 150.16(A)* and such goods and materials: 1) are being utilized for construction on the adjacent upland property, or 2) are being loaded or unloaded to the adjacent upland property.

E. *Application procedure for ~~M~~marinas.*

All marina plans shall be approved by the *U.S. Corps of Engineers*, state internal improvement board, *Village Engineer*, building official, *Village Manager*, the *Planning and Zoning Board*, and Miami-Dade County *DERM*, prior to being submitted to the *Village Commission* for its approval. A marina plan, as defined in Sec. 9.12.A., may be submitted as part of a site plan approval application.

~~Marina is defined as any area within the Village where one or more sites or locations are rented or offered for rent for the location or dockage of boats, or vessels, or houseboats on land or on water.~~

There ~~are~~ shall be two classifications for marinas:

1. *Ancillary*. A secondary operation to the *Primary Function* of a *Hotel*, apartment building, condominium, residential community, or club which permits the use of the facilities exclusively to the tenants, residents, or guests of the ~~hotel or club~~ facility or development.

2. *Business*. Any marina not included in the foregoing definition of "ancillary."

F. *Design guidelines for ~~M~~marinas.*

1. Each space intended for a vessel must be provided with an anti-backflow valve, a sewer connection and proper equipment to reach the *Village* sewer line, and a permanent supply of electricity.

2. Each boat berth or docking site must provide one automobile parking space.

3. Before any license shall be issued or renewed for any line or pipe carrying inflammable fuel or other fluid, the *Village Engineer* must examine and approve the facilities.

G. *Coastal ~~C~~construction ~~V~~variances.*

1. Purpose and intent. The purpose and intent of this ~~s~~Section is to provide relief and flexibility from the strict enforcement of the provisions of *Section 9.12*.

2. Procedure for consideration of a coastal construction variance.
   a. The *Planning and Zoning Board* shall hold a public hearing to consider a request for a coastal construction variance and shall recommend to the *Village Commission*, approval, approval with conditions, or denial of the variance. The Board shall consider the criteria of *Section 9.12(G)(3)* in their decision making.

   b. Following a recommendation from the Planning and Zoning Board, the Village Commission shall have the power, after a public hearing, to vary or adopt the strict application of the requirements of *Section 9.12*, and to prescribe appropriate conditions and safeguards associated with the granting of a coastal construction variance. The Commission shall consider the criteria of *Section 9.12(G)(3)* in their decision making.

2. Coastal construction variance review criteria. Coastal variances shall be reviewed based on the following criteria:
   A. Whether or not the variance will be in harmony with the general appearance and character of the community.

   B. Whether or not the variance will be injurious to the area involved or otherwise detrimental to the public welfare.

   C. Whether or not the improvement is designed and arranged on the site in a manner that minimizes aerial and visual impact on the adjacent residences.

   D. Whether or not the Applicant has provided to the *Village* letter(s) of consent from adjoining riparian property owners.

   E. Whether or not the Village has received any letter(s) of objection from adjoining riparian property owners.

   F. Any other factors relevant to the specific site.

3. Expiration of coastal construction variance. After the *Village Commission* has granted a variance, the variance so approved or granted shall expire after two (2) 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.

4. Reapplication for a coastal construction variance. No application for a variance shall be filed less than one year after the date of denial by the Village Commission of an application for a variance involving the property, riparian area, or any portion thereof.

DIVISION 6, OTHER DESIGN GUIDELINES

§ 9.13 – Building and site design ~~relationships shall conform to the following standards.~~

The design, function and appearance of all buildings should reflect and fit into North Bay Village's long-term vision. All new and substantial development and redevelopment in the Village shall observe the following guidelines.

~~[Editor's note: See Chapter 15.]~~For specific building and site design requirements in the T6 transect zones, refer to Chapter 15.

A. Site design relationships.

Neighboring buildings of similar size and massing work together to create a pleasing streetscape and provide consistency between adjacent buildings with different uses. Design compatibility is not about simply replicating the scale or architectural styles of nearby buildings, but about responding to identifiable patterns of development. Compatibility factors include but are not limited to building height, scale, orientation, architectural design, and materials; roof lines; and landscaping elements.

1. Site plans shall reflect a coherent overall design character.
2. Site and building design shall incorporate environmental design thinking that emphasizes contextual climate design principles, including but not limited to energy-efficient features and mitigation and adaptation techniques.
3. Site context is an important consideration when determining the location, size, and shape of each building. The design of each structure, and the overall site plan, shall reflect consideration of a site's specific conditions.
4. Site layout considerations such as, but not limited to setbacks, building orientation, and parking location shall be applied to create pedestrian-oriented environments.
5. Building heights shall, when possible, be compatible with those adjacent structures and otherwise incorporate sensitive transitions in height between lower and taller structures.
6. Setbacks and variable roof heights shall be used to divide building masses into increments that correspond to the scale and massing of neighboring structures.
7. Larger developments shall incorporate squares, plazas, or other types of usable urban open space designed with comfortable and safe pedestrian amenities.
8. Where necessary, landscaping and trees may be used as a visual buffer between new and existing development.
9. End of block or corner sites that are visible from long distances shall be treated as development gateways or focal points through careful architectural detailing. Depending on their location and design intent, buildings on such sites shall incorporate a generous entry and/or extra space for pedestrians.

10. Shared parking and interconnectivity among compatible uses that are located adjacent to one another is encouraged.

B. Building Design.

The overall design of a building shall be used to express an architectural identity and aesthetic language, which shall be harmonious with those of adjacent development.

~~A~~1. *Buildings* or *Structures* ~~located along strips of land or on single sites and~~ that are not part of a unified multi-building complex shall strive to achieve visual harmony with the surroundings.

~~B~~2. Retail, restaurant, service, or office establishments~~,~~ which are located on corners of a ground floor~~, are recommended to~~ shall, if appropriate, ~~place~~ have windows on each wall that faces a *Street*~~, parking area or driveways~~.

~~C~~3. In the case of buildings with multiple storefronts ~~and shopping centers~~ or complexes with out-parcel development, facade treatment shall be coordinated for the entire development. ~~Such f~~Facade treatments shall include but are not limited to building colors, ~~building, floors,~~ materials and finishes, fenestration, storefront design, signage design, use of sculptural elements and architectural details such as banding, colonnades, railings, overhangs, cornices, canopies, and awnings, roof forms, materials, and ~~roof~~ pitch.

~~D~~4. All vending machines, any facility dispensing merchandise, or a service on private property shall be confined to a space built into the *Building* or buildings or enclosed in a separate *Structure* compatible with the *Main Building*.

~~E~~5. ~~When g~~Garage structures ~~are~~when provided, ~~such~~ shall be designed to incorporate ~~a~~ decorative ~~grid treatment~~ screening into the structure's facade at ground level.

~~F~~6. Buildings and individual s~~S~~torefronts shall have easily identifiable entrances.

~~G~~7. Window displays shall be done in such a manner as to capture the pedestrian's attention, establishing a positive and professional image for the business, and informing the potential customers of the merchandise.

~~H~~8. "Take out" or "pick up" windows for retail or other establishments shall not be located on a building facade that faces a public *Right-of-Way*, unless they are designed in such a manner as to be an aesthetic asset to the building and neighborhood.

~~I~~9. Roof-mounted mechanical equipment and elevator shafts shall be screened by a parapet wall or decorative grills; ~~and~~ shall be painted in muted colors or match the building; and shall not be visible from the street.

~~J~~10. All service bays, mechanical (e.g., HVAC) equipment and delivery areas shall be buffered/screened, located away from and not visible by pedestrians from the streets, waterways, sidewalks, and adjacent properties.

~~K. Service bays, ground-mounted air conditioning units and other mechanical equipment shall be buffered and completely screened from public and on-site pedestrian view.~~

~~L~~11. Exterior service bays and delivery areas shall not be used for the storage of vehicles or

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materials.

~~M~~12. The sale, dismantling or servicing of any vehicles, equipment, materials, or supplies shall not take place within the service area or delivery area.

~~N~~13. Driveways and loading spaces associated with exterior service bays shall be so that vehicles using the space do not hinder the use of traffic lanes, streets, or adjacent properties.

~~O. Prefabricated homes are prohibited in new construction.~~

~~*P. Fences* shall be made of wrought iron or aluminum bars with intermittent posts. Masonry *Walls* are also permitted, with 40 percent of the wall opaque. Chain link fences and privacy wood fences are prohibited along the Corridors. Sharp projections, barbed wire or other hazardous materials are not permitted as any part of a fence or wall. Wrought iron and aluminum bar fences shall be either black, white or match the color of the building. Masonry walls shall match the building color or reflect Florida coastal themes. Color shall be muted tones.~~

~~Q~~14. Reflective/mirrored glass shall be discouraged as a façade treatment.

~~R~~15. Buildings shall not have unfinished surfaces visible to the public.

16. Buildings fronting a street shall have a pedestrian scale and orientation, with a recognizable entrance facing the public street and design features such as porches, windows, cornices, and similar details used to reduce the apparent size of a building at the ground level.

17. The impact of a long facade shall be minimized by using façade articulation and, where possible, by breaking up the volume of a single building.

18. The design and location of balconies shall reinforce the overall building form.

~~§ 9.14 – New construction.~~

~~Buildings should have a recognizable entrance facing the public Street.~~

~~A. The dDesign and location of balconies should reinforce the building form.~~

~~B. All projects should consider the overall form, and detail of the Building. Box buildings are discouraged.~~

~~§ 9.15 – Site design relationships.~~

~~The coordination of architectural design facade components establishes an identity for an office building, industrial building or shopping plaza. Therefore, for all unified developments and shopping centers including *Principal Buildings* and out parcel development, all *Buildings* and *Signage* shall demonstrate compatibility in materials and consistency in style throughout all exterior elevations. The following standards shall apply to all new and substantial development. Buildings and signage shall demonstrate the following:~~

~~A. Compatibility with adjacent land uses in terms of scale and *Lot Coverage*.~~

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B. ~~Utilize color schemes that blend with those of neighboring developments, as well as consistency in color schemes for the site. Accent colors and materials shall be chosen to enhance architectural detail.~~

C. ~~In the case of buildings with multiple storefronts and shopping centers with out-parcel development, facade treatments shall be coordinated and have like details. Such facade treatments include building colors, building, floors, storefront, signage, awnings, roof materials, and roof pitch.~~

D. ~~Building signs shall be designed as integral architectural elements with proportions related to the surfaces to which they are attached.~~

§ 9.16~~4~~ – Balcony enclosures.

~~This s~~Section refers to the ~~prohibition of t~~Approval of the enclosure of a balcony on an existing *Residential Multifamily Building* shall be subject to the ~~as~~ follow~~s~~ing criteria:

A. The enclosure shall not substantially alter~~s~~ the architectural pattern of the *Building*.

B. The enclosure ~~does not~~ shall match *Wall* and window designs.

C. The enclosure ~~may result in serious~~ shall be designed to prevent any structural and/or water damage.

D. The enclosure ~~does~~ shall not front on a public street.

E. Reserved.

F. The enclosure ~~may~~ shall not alter the building's *Floor Area Ratio (FAR)* or Floor Lot Ratio (FLR).

G. Applications for enclosures shall meet all *Building* and *Village Code* standards.

§ 9.17~~5~~ – Shutters.

A. Roll up or accordion shutters are permitted on ground floor fronting a public *Street* when constructed of a see-through, non-solid grate material. The casing for the grilles should be painted to match the *Building*.

B. Roll up or accordion shutters are permitted on upper floors if all match in building.

C. Shutters shall not be used to enclose balconies.

§ 9.18~~6~~ – Bay~~view~~front development.

A. *Buildings* ~~should~~shall provide view/light/breeze corridors to the *Bay*.

B. Building pedestals ~~should~~shall not form continuous sheer walls along the bay. Decorative surfaces, multi-level decks, berming, and sufficient setbacks shall be used to reduce the impact of the pedestal.

C. Buildings ~~should~~shall be designed with distinctive architectural forms. Stepped ~~form~~ profiles and distinctive roof lines shall be used to create a more interesting skyline and increase building recognition.

D. Pool decks ~~should~~shall include landscaping to provide shade and support a tropical image.

E. All bayfront projects in the *RM-70* ~~and *CG-T6 zoning districts*~~ shall provide ~~bay walkways~~ Island Walks along the rear of the property, ~~which can~~ designed to be connected to ~~other~~ adjacent properties.

F. See *Chapter 15* for design requirements in the T6 transect zone.

§ 9.19~~7~~ – Residential building ~~C~~color palette.

A. The Village ~~supports a~~ encourages the use of harmonious, context-appropriate building colors ~~criteria~~ for all residential *Buildings* and *Accessory Structures*. The ~~design~~ purpose of these guidelines is to enhance the appearance of residential development within the *Village*, ~~which will~~ to maintain neighborhood continuity and to improve and/or maintain property values for all Village residents and property owners. High intensity and neon colors are prohibited in residential neighborhoods.

B. Colors for buildings should be expressed as follows:

1. *Base building colors - Primary building walls*. This color category relates to the main area of walls on the *Building*. Recommended colors include whites through soft pastel colors such as grays, pinks, yellows, greens, and blues. Other colors may include deeper but muted indigenous earthen or indigenous colors such as beiges, clays, light gold, and terracotta.

2. *Secondary building colors - Larger "trim" areas such as a lower building base, building design details, or accent trim around windows and doors*. These colors are used for larger trim areas of the building and are limited to mid-range intensity of the base building or complementary color. Secondary colors shall be limited to 25 percent of the major surface plane they are used upon.

3. *Trim colors - Small area of color such as decorative trim along rooflines, and areas around windows, doors, frames, and signage.* Trim colors are used for accent purposes and are the most intensive group of colors allowed. They shall be limited to not more than five percent of the building surface. These trim colors are usually darker and more intense than other colors. Dark blues, greens and even reds are appropriate. Light colors for trim, including whites and beiges are encouraged.

§ 9.20~~18~~ – Commercial, mixed-use and institutional building ~~specific~~ color palette.

Color ~~should~~shall be chosen to ~~add to~~ enhance and complement the ~~retail environment~~ nature, architecture and context of these *Buildings*. Color schemes shall be simple and coordinated over the entire building or development to establish a sense of overall cohesiveness. More latitude will be given to color use in these types of buildings than is given to other types of buildings within the *Village* (e.g., buildings in residential neighborhoods). ~~The use of c~~Color shall not be used to attract attention to a business or use (using the building or wall colors as a sign) from a distance ~~is prohibited~~.

A. *Primary building colors.* This color category relates to the main area of *Walls* on the building.

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Recommended colors include whites through soft pastel colors such as grays, pinks, yellows, greens, and blues. Other colors may include deeper but muted indigenous earthen or indigenous colors such as beiges, clays, light gold, and terra-cotta.

~~A~~B. *Secondary building colors*. These colors are used for larger trim areas of the building and are limited to mid-range intensity of the base building or complementary color. Secondary colors shall be limited to 50 percent of the major surface plane they are used upon. Colors that are associated with a business identity also fall into this category provided they are not overly intensive. Base and secondary colors are interchangeable in proportion and hue.

~~B~~C. *Trim colors.* Trim colors are used for accent purposes and are the most intensive group of colors allowed. In addition to business identifying colors, it is encouraged that trim colors be chosen from the "natural palette" of South Florida. These colors include greens, blues, yellows, and others that are found in the regions lush landscape, and natural features. These colors shall be limited to five percent of any single wall area.

§ 9.~~21~~19 – Exterior lighting.

A. Parking lot fixtures ~~are to~~ shall be selected not only for their functional value, but also for their aesthetic qualities. They a~~re to~~ shall be considered furniture of the parking lot visible both day and night. Decorative l~~L~~ight fixtures used within public view in new development and redevelopment ~~the district shall be decorative for new development or redevelopment within public view and are encouraged throughout the development. The decorative fixtures~~ shall be of a style that compliments, and is used cohesively throughout, the development. Cobra heads are prohibited ~~within a development~~. Shoe box units may be used but are discouraged at entrances and exits.

B. Parking area lighting ~~should~~ shall complement the lighting of adjacent *Streets* and properties, and ~~should~~ shall use consistent fixtures, source colors, and illumination levels.

C. Light fixtures in parking lots ~~should~~ shall be a maximum height of twenty (20) feet.

D. Poles ~~should~~ shall be placed to provide a unified, organized appearance throughout the parking area or development and ~~should~~ shall provide even and uniform light distribution. The use of a greater number of low fixtures in a well-organized pattern is preferred over the use of a ~~minimum~~ lesser number of tall fixtures.

E. Outdoor storage areas including auto and truck parking and storage ~~should~~ shall be illuminated from poles similar to those used for parking lot lighting, but at lower illumination levels.

F. Parking lot ~~and security lighting~~ shall ~~be designed to~~ direct light into the property and not spill over onto adjacent streets or properties.

G. Security lighting ~~should~~ shall be limited to low-intensity specialty fixtures. The light source ~~should~~ shall not be visible from the street or adjoining properties. ~~Other~~ W~~w~~all mounted, ~~security lighting is~~flood-light-style fixtures are discouraged.

H. Building lighting ~~should~~ shall be used to highlight specific architectural features. Lighting of

architectural features ~~should~~ shall be designed with the intent of providing accent and interest or to help identify entry and not to exhibit or advertise buildings or their lots.

I. Neon is discouraged ~~to~~ as a border for windows or to create a false sense of architectur~~e~~al detail or accent.

J. ~~The use of neon as an architectural accent is discouraged.~~

~~K.~~ When pedestrian lighting is used in conjunction with street lighting, the pedestrian lighting ~~should~~ shall be clearly distinguishable from the ambient street lighting to clearly define the pedestrian path of travel.

~~L~~K. When adjacent to pedestrian circulation and gathering areas, parking area lighting ~~should~~ shall not overpower the quality of pedestrian area lighting.

~~M~~L. Lighting ~~should~~ shall be designed to provide even and uniform light distribution without hot spots, dark spots, or glare. Lighting ~~should~~ shall ~~be designed to~~ minimize dark areas that could pose a security concern near pedestrian areas. Pedestrian circulation systems ~~should~~ shall be highlighted by visible light sources that clearly indicate the path of travel ahead.

~~N~~M. Placement of fixtures ~~should~~ shall provide a coordinated and organized appearance that facilitates uniform light levels and works with the placement of sidewalks, landscaping, signage, building entries, and other features to contribute to the overall continuity of the streetscape and development.

~~O~~P. Accent lighting of landscape areas ~~should~~ shall be low level and background in appearance.

~~P~~Q. The color of the light sources shall be consistent throughout the project. High pressure sodium lamps ~~are~~ shall not be permitted.

~~Q~~R. Decorative accent lighting of landscape features, at entrances and exits is recommended.

~~R~~S. All new or replaced exterior fixtures shall be *Energy-Star* qualified *LED* (Light Emitting Diode) type fixtures.

~~S~~T. All rooftop terrace lighting shall be positioned and shielded to prevent light from spilling beyond the vertical extension of the exterior walls of the floor/story immediately beneath the rooftop terrace.

§ 9.2~~2~~0 – Access, public rights-of-way, and utilities.

Off-site improvements associated with new development or redevelopment shall be subject to the following:

A. Public use of existing and future *Rights-of-Way* ~~should~~ shall be enhanced through thoughtful vehicular and pedestrian improvements, and good maintenance. Existing public rights-of-way should be used directly to benefit the public.

B. Off-site improvements shall be consistent with the *Village*'s established specifications for such improvements or be subject to *Village Commission* approval.

C. Drainage and disposition of natural and storm water shall be designed to be compatible with existing systems and shall meet the Village's most up-to-date standards.

D. New, replacement, or upgraded on-site utilities and other services shall be provided underground. If at all possible, new, replacement or upgraded utilities and other services provided within public *Rights-of-Way* must also be placed underground. Where an approved master plan of improvements calls for underground utilities and other services in the right-of-way, the improvements ~~should~~ shall be consistent with and implement the master plan.

~~E. Off-site improvements associated with new development or redevelopment shall be subject to the following:~~

~~1. Public use of existing and future rights-of-way should be enhanced through thoughtful vehicular and pedestrian improvements, and good maintenance. Existing public rights-of-way should be used directly to benefit the public.~~

~~2. Off-site improvements shall be consistent with the Village's established specifications for such improvements or be subject to Village Commission approval.~~

~~3. Drainage and disposition of natural and storm water shall be designed to be compatible with existing systems.~~

~~4. New, replacement, or upgraded on-site utilities and other services shall be provided underground. If at all possible, new, replacement or upgraded utilities and other services provided within public rights-of-way must also be placed underground. Where an approved master plan of improvements calls for underground utilities and other services in the right-of-way, the improvements should be consistent with and implement the master plan.~~

§ 9.23~~1~~ – Crime prevention through environmental design (CPTED).

The U.S. Government "Crime Prevention Through Environmental Design Program" (*CPTED*) incorporates architectural solutions to reduce the opportunity of crime. Elimination of recessed entryways, provision of adequate lighting and proper design of spaces will reduce the possibility of criminal activity.

CPTED strategies should not be applied in a "cookie-cutter" manner, but thoughtfully applied to create interventions customized to a designs. Designers should employ the latest generation of CPTED principles, and avoid the use of hostile architecture, excessive use of target hardening, and overfortification of buildings to actively enact social exclusion of particular populations.

A. Building mounted lighting shall be installed on *Alley* frontage and *Side Yards*. This is particularly recommended at service/delivery entrances.

B. Windows in the alleys or sides provide the appearance of natural surveillance and may discourage break-ins. Such windows shall not be blocked up.

C. See through fences and gates of metal pickets shall be located to discourage uncontrolled access to service/delivery areas.

D. Hiding places and blind corners shall be eliminated from *Site/Building*, where possible.

E. The concept of natural surveillance, visibility by the public (shoppers, pedestrians, motorists, and/or personnel) shall be incorporated into the design where possible.

F. Landscaping shall be designed to discourage and minimize the possibility of crime. Tree heights/spread shall allow sufficient visibility, not completely block views of/from doors and windows. Shrubs shall not be planted where they may become hiding places.

G. Blank walls shall be avoided in the design of ground floors to curtail hostile walking environments.

H. The use of studs, spikes, water, loud music, and similar tools and devices for hostile or defensive design purposes shall be avoided.

§ 9.242 – Synthetic turf.

Synthetic turf may be permitted on all properties used for residential, mixed-use, or commercial purposes, subject to the requirements and procedures set forth in this ~~s~~Section.

A. Synthetic turf shall comply with all the following design standards and shall:
   1. Simulate the appearance of live turf, organic turf, grass, sod or lawn, as determined by the *Public Works Director* or designee, and the *Village Manager* or designee, and shall have a minimum eight-year "no fade" warranty.
   2. Be of a type known as cut pile infill with pile fibers of a minimum height of 1.75 inches and a maximum height of 2.5 inches.
   3. Have a minimum face weight of 75 ounces per square yard.
   4. Be manufactured from polyethylene monofilament, dual yarn system, and manufactured in the United States.
   5. Have backing that is permeable.
   6. Be lead free and flame retardant.
   7. Shall not exceed more than 20% of the plantable area of a *Yard*.

B. Synthetic turf shall comply with all the following installation standards and shall:
   1. Be installed by a Florida-licensed general contractor or Florida-licensed landscape architect in a manner prescribed by the manufacturer.
   2. Be installed over a subgrade prepared to provide positive drainage and an evenly graded mass of porous crushed rock aggregate material that is a minimum of three (3) inches in depth.
   3. Be anchored at all edges and seams.
   4. Not have visible seams between multiple panels.
   5. Have seams that are joined in a tight and secure manner.

6. Have an infill medium consisting of clean silica sand or other mixture, pursuant to the manufacturer's specifications or as approved by the *Public Works Director*, that shall:
   a. Be brushed into the fibers to ensure that the fibers remain in an upright position;
   b. Provide ballast that will help hold the turf in place; and
   c. Provide a cushioning effect.

C. Synthetic turf shall comply with all the following additional standards:
1. Areas of living plant material shall be installed and/or maintained in conjunction with the installation of synthetic turf when utilized in the *Front Yard Area*. Living plant material shall include a combination of two or more shrubs, vines, trees, or groundcovers in separate planter areas and/or tree wells.
2. Synthetic turf shall be separated from planter areas and tree wells by a concrete mow strip, bender board or other barrier with a minimum three-eighths-inch thickness to prevent the intrusion of living plant material into the synthetic turf.
3. Irrigation systems proximate to the synthetic turf shall be capped, directed, or otherwise treated so that no irrigation affects the synthetic turf.

D. Synthetic turf shall comply with all the following maintenance standards and shall:
1. Be maintained in an attractive and clean condition, and shall not contain holes, tears, stains, discoloration, seam separations, uplifted surfaces or edges, heat degradation or excessive wear.
2. Be maintained in a green fadeless condition and free of weeds, debris, and impressions.

E. All uses of synthetic turf shall require a building permit. The building permit application shall include, at a minimum, all the following information:
1. A complete landscape plan showing the area of synthetic turf, area of living plant material, and area and method of separation between these areas.
2. Details regarding existing or proposed irrigation proximate to the synthetic turf.
3. Brand and type of synthetic turf, including all manufacturer specifications and warranties.
4. A scaled cross section and details of the proposed materials and installation, including but not limited to subgrade, drainage, base or leveling layer, and infill.
5. A survey of the property, signed and sealed by a licensed surveyor, depicting all existing easements located on the property.
6. A form signed by any holder of an easement or right-of-way on the property consenting to the installation of the synthetic turf within the *Easement* or *Rights-of-Way*, with an accompanying acknowledgement by the property owner that in the event the easement holder performs work in the easement that it is the property owner's responsibility to repair and replace the synthetic turf disturbed as a result of the work in the easement.

F. Synthetic turf proposed within a public right-of-way, shall only be installed upon the authorization of the *Public Works Director* and the ~~City~~*Village Manager*.

§ 9.2~~5~~3 – Green walls.

A *Green Wall*, also referred to as a living wall or a vertical garden, is an internal or external wall partially or completely covered with vegetation that includes a support *Structure*, growing medium, and integrated water delivery system. Green walls can contain one planting bed in the ground at the base of the wall; this is limited to one or two story *Buildings* with vine coverage; planting boxes at the bases of each floor for multi-story buildings, or individual planting cells uniformly dispersed over the entirely of the side of the structure. Green walls can conserve energy, promote a healthy landscape, support public health and safety, and otherwise increase a development's sustainability. The provisions in this subsection are the minimum landscape requirements of the *Village* pertaining to external green walls.

A. A decorative wall containing only artificial plants in not considered a green wall per this subsection; should artificial plant material be included in conjunction with a green wall the following applies:
   1. It cannot exceed more than 10% of the total proposed green wall area,
   2. The area of artificial material must be clustered in no more than two (2) distinct locations,
   3. It must have the appearance of living materials,
   4. It must be maintained in a green fadeless condition, and
   5. The area of artificial materials will not be included within the area delineated as green wall utilized for points in the *Green Building Program* per Division 5 of Chapter 8.

B. Installation of a green wall shall require a building permit. The plan set submitted for the building permit application shall include, at a minimum, the following:
   1. The delineation of and the total area of green wall,
   2. The specifications for the irrigation system,
   3. The structural components of the support system and demonstrated compliance with the *Florida Building Code*,
   4. Identification of the planting medium, and the structure, size, and location of planting cells and/or planting beds,
   5. A planting chart that includes plant identification, quantities, and specifications,
   6. The plant installation specifications including how vines/plants will initially be fastened to the *Structure*, and
   7. The long-term plant fertilization and maintenance regime.

C. A green wall shall comply with all the following installation standards:
   1. Shall include an irrigation system,
   2. The area delineated as green wall shall contain 100% living plant material and shall not incorporate artificial plant material into the green wall.
   3. A green wall twenty (20) feet or less in height beginning at the ground level:

a. May be constructed with a single in-the-ground planting bed at the base of the *wall*,

b. The planting bed and plant installation shall comply with the provisions of §*Section 9.7 D.* within this Chapter~~.~~,

c. Vine type plant materials capable of achieving a 20-foot height and the coverage requirements of the Section shall be installed, ~~and~~

d. Installed material shall be at least 4' height upon installation, and

e. Installed material shall be of sufficient density and fulness to meet at least 20% coverage of the delineated green wall area upon installation.

4. Green walls greater than twenty (20) feet in height:
   a. Shall have planting cells uniformly dispersed over the entire green wall area or have planting beds at multiple heights along the green wall area,

   b. Planting cells and planting beds shall be of sufficient size, spacing, and quantity to provide for a minimum of at least 60% coverage by installed plant materials on the delineated green wall area upon installation, and

   c. Installed material shall be of sufficient density and fulness to meet at least 60% coverage of the delineated green wall area upon installation.

D. All green walls shall comply with the following additional standards:
   1. Installed plants shall be maintained and replaced as needed to ensure at minimum of 85% viability of quantity of installed material,

   2. Installed material shall attain an 95% coverage of the delineated green wall within one year of installation, and

   3. The green wall shall be maintained in an attractive condition free of weeds, debris, and structural defects.

E. The *Village* reserves the right to require a bond upon application for a green wall to ensure maintenance and viability for the first year after installation.

F. On a case by cases basis, at the discretion of the *Village Manager* or designee, a green wall may meet some or all of a perimeter landscape buffer planting requirement. Adjacent properties and uses, and size of green wall will be contributing factors in this decision.

§ 9.26~~3~~4 – Green roof.

A *Green Roof*, also referred to as a living roof, is a roof of a *Building* that is partially or completely covered with living vegetation and a growing medium, planted over a waterproofing membrane. A green roof also includes additional layers such as a root barrier and drainage and irrigation systems. A green roof can be comprised of a single planting bed or multiple individual planting bed components integrated as a single roof system. Green roofs can conserve energy, promote a healthy landscape, support public health and safety, and otherwise increase a development's

sustainability. The provisions in this ~~s~~Section are the minimum landscape requirements of the *Village* pertaining to green roofs.

A. Installation of a green roof shall require a building permit. The plan set submitted for the building permit application shall include, at a minimum, the following:
   1. A delineation of and the total area of the green roof,
   2. Specifications for the irrigation system,
   3. Specification on the structural components of the green roof system and demonstrated compliance with the *Florida Building Code*,
   4. Identification of the planting medium, and structure and location of planting cells if comprised of multiple integrated component beds,
   5. A planting chart that includes plant identification, quantities, and specifications,
   6. Plant installation specifications, and
   7. A long-term plant fertilization and a maintenance regime.

B. A green roof shall comply with all the following installation standards:
   1. Shall include an irrigation system, and
   2. Plant material shall meet at least 85% coverage of the delineated green roof area upon installation.

C. A green roof shall comply with the following additional standards:
   1. Installed plants shall be maintained and replaced as needed to ensure at minimum of 85% viability of quantity of installed material,
   2. Installed material shall attain an 100% coverage of the delineated green roof area within one year of installation, and
   3. The green roof shall be maintained in an attractive condition free of weeds, debris, and structural defects.

D. The Village reserves the right to require a bond upon application for a green roof to ensure maintenance and viability for the first year after installation.

E. On a case by cases basis, at the discretion of the *Village Manager* or designee, a green roof may contribute to landscape buffer requirements. Adjacent properties and uses, and size of green roof will be contributing factors in this decision.

§ 9.2~~7~~5 – Vegetable garden.

Nothing in this ~~c~~Code precludes a property owner from installing and maintaining a vegetable garden.

A. A vegetable garden must be maintained in accordance with ~~§~~*Section 9.7. D*. of this Chapter.

B. A vegetable garden cannot be installed in a *Right-of-Way* or *Easement* without a form signed by any holder of an easement or right-of-way on the property consenting to the installation of the vegetable garden within the easement or right-of-way, with an

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes introduced after the Planning and Zoning Board meeting to reflect staff or external expert feedback are highlighted. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

accompanying acknowledgement by the property owner that in the event the easement holder performs work in the easement that it is the property owner's responsibility to repair and replace the vegetable garden disturbed as a result of the work in the easement.

C. A vegetable garden does not fulfill the requirements for perimeter landscape buffer plantings.

D. A vegetable garden must maintain at a minimum a five (5) foot setback from a waterbody to aid in impeding the introduction of nutrients, herbicides, or pesticides into the waterbody.

E. Any compost pile(s) maintained in conjunction with a vegetable garden shall maintain at least a ten (10) foot setback from an adjacent waterbody to aid in impeding the introduction of nutrients into the waterbody.

DIVISION 7, STORMWATER MANAGEMENT

§ 9.28 – Standards.

The design and performance of all stormwater management systems in North Bay Village at a minimum shall comply with the *Florida Department of Environmental Protection (FDEP)* stormwater rules which requires removal of 80 to 95 percent of stormwater pollutants prior to their discharge into receiving waters. Furthermore, this rule requires treatment by retention or by detention with filtration of the first inch of runoff for sites containing less than 100 acres.

§ 9.29 – Permit authority and delegation.

FDEP has delegated the authority to permit stormwater management in South Florida to the *South Florida Water Management District* which, in turn, has delegated its authority in Miami-Dade County to *DERM* with its more stringent criteria.

§ 9.30 – Design Requirements

All new development and redevelopment within the *Village,* and any future repair, maintenance, or rebuilding of the existing system shall at minimum, conform to Miami-Dade County *DERM* regulations. In North Bay Village, DERM requirements to be met are:

A. Rainfall frequency – Five-year

B. Flood limit - To crown of street or to within 15 feet of a dwelling or other occupied *Building*, whichever is lower.

§ 9.31 – Compliance with water quality regulations

The design, construction, and maintenance of all stormwater systems in the Village shall meet the requirements of *Section 53.104* of the Village's *Code of Ordinances*, as amended, to prevent discharge of pollutants into the surrounding waterways.

CHAPTER 10, FLOOD DAMAGE PROTECTION

§ 10.1 – Statutory authorization, findings of fact, purpose, and objectives.

A. *Statutory authorization*.

The legislature of the State of Florida has delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the *Village Commission* of North Bay Village, Florida has passed the above-named ordinance.

B. *Findings of fact*.

A. The flood areas of North Bay Village are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

B. These flood losses are caused by the cumulative effects of obstructions in flood hazard areas causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, flood-proofed, or otherwise unprotected from flood damage.

C. *Statement of purpose*.

Statement of purpose. It is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
2. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
3. Control the alteration of natural water flows and natural protective barriers which are involved in the accommodation of flood waters;
4. Control filling, grading, dredging and other development which may increase erosion or flood damage; and
5. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters, or which may increase flood hazards to other lands.

D. *Objectives*.

The objectives of this ordinance are:

1. To protect human life and health;
2. To minimize expenditure of public money for flood control;

3. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. To minimize prolonged business interruptions;
5. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, and streets and bridges located in flood-prone areas;
6. To help maintain a stable tax base by providing for sound use and development of flood-prone areas and;
7. To ensure that potential homebuyers are notified that the property is in a flood-prone area.

§ 10.2 – Definitions.

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

A. *Addition (to an existing building)* means any walled and roofed expansion to the perimeter of a *Building* in which the addition is connected by a common load-bearing wall other than a fire wall. Any walled and roofed addition which is connected by a fire wall or is separated by independent perimeter load-bearing walls in new construction.

B. *Appeal* means a request for a review of the *Building Official's* interpretation of any provision of this ordinance or a request for a variance.

C. *Area of special flood hazard* is the land in the flood-prone area within a community subject to a one per cent chance of flooding in any given year.

D. *Base flood* means the flooding having a one percent chance of being equaled or exceeded in any given year.

E. *Building* means any structure built for support, shelter, or enclosure for any occupancy or storage.

F. *Coastal high hazard areas* mean the area subject to velocity waters caused by, but not limited to, hurricane wave wash. The area is designated on a *FIRM* as Zone V1-30, VE, or V.

G. *Development* means any ~~man~~ human-made changes to improved or unimproved real estate, including, but not limited to: *Building* or other *Structure*, dredging, filling, grading, paving, excavating, drilling operations, or permanent storage of materials or equipment.

H. *Elevated building* means a non-basement building built to have the lowest floor elevated above ground level by means of fill, solid foundation perimeter walls, pilings, columns (posts and piers), or shear walls.

I. *Existing construction* means any structure for which the "start of construction" commenced

before June 18, 1984 ~~[2].~~

J. *Flood hazard boundary map (FHBM)* means an official map of a community, issued by the *Federal Emergency Management Agency (FEMA)*, where the boundaries of the areas of special flood hazard have been defined as Zone A.

K. *Flood insurance rate map (FIRM)* means an official map of a community, on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

L. *Flood insurance study* means the official report provided by FEMA. The report contains flood profiles, as well as the flood boundary map and the water surface elevation of the base flood.

M. *Floor* means the top surface of an enclosed area in a building, i.e., top of slab in concrete construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking of vehicles.

N. *Freeboard* shall mean the additional height, usually expressed as a factor of safety in feet, above a flood level for purposes of floodplain management. Freeboard tends to compensate for many unknown factors, such as wave action, blockage of bridge or culvert openings, and hydrological effect of urbanization of the watershed, which could contribute to flood heights greater than the heights calculated for a selected frequency flood and floodway conditions. Minimum freeboard means two (2) feet.

O. *Functionally dependent facility* means a facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking for loading and unloading of cargo or passengers, ship repair, or seafood processing facilities. The term does not include long-term storage, manufacture, sales, or service facilities.

P. *Highest adjacent grade* means the highest natural elevation of the ground surface, prior to construction, next to the proposed *Walls* of the *Building*.

Q. *Historic structure* means any structure that is:

1. Listed individually in the *National Register of Historic Places* (a listing maintained by the *Department of Interior*) or preliminarily determined by the secretary of the interior as meeting the requirements for individual listing on the National Register;

2. Certified or preliminarily determined by the secretary of the interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the secretary to qualify as a registered historic district;

3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the secretary of the interior;

4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
   a. By an approved state program as determined by the Interior, or

b. Directly by the secretary of the interior in states without approved programs.

R. *Mean sea level* means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For the purposes of this ordinance, the term is synonymous with *National Geodetic Vertical Datum (NGVD)*.

S. *National Geodetic Vertical Datum (NGVD)* as corrected in 1929, is a vertical control used as a reference for establishing elevations within the floodplain.

T. *New construction* means any structure for which the "start of construction" commenced after June 18, 1984. The term also includes any subsequent improvements to such *Structure*.

U. *Start of construction* includes substantial improvement, and means the date the building permit was issued, provided the start of construction, repair, reconstruction, or improvement, including any additions, and means the date the building permit was issued, provided the start of construction, repair, reconstruction, or improvement, including any additions, was within 180 days of the permit date. The actual start means the first placement of permanent construction of a building on a site such as the pouring of slabs or footings, installation of pilings, construction of columns, or any work beyond the stage of excavation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of *Streets* and/or walkways; nor does it include excavation for footings, piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of *Accessory Buildings*, such as garages or sheds not occupied as *Dwelling Units* or not part of the *Main Building*. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

V. *Structure* means a walled and roofed building that is partly above ground.

W. *Substantial damage* means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

X. *Substantial improvement* means any combination of repairs, construction, alteration, or improvements including any additions to a building taking place during a minimum ten-year period in which the cumulative cost equals or exceeds 50 percent of the market value of the building. The market value of the building should be (1) the appraised value of the building at the start of the initial repair or improvement, or (2) in case of damage, the value of the building prior to the damage occurring. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any *Wall*, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. The term does not, however, include any project for improvement of a building required to comply with existing health, sanitary, or safety code specifications which have been identified by the code enforcement

official and which are solely necessary to assure safe living conditions.

§ 10.3 – General provisions.

A. Lands to which this ordinance applies. This ordinance shall apply to all areas within the jurisdiction of North Bay Village.

B. Basis for establishing the areas of special flood hazard. The areas of special flood hazard identified by the *Federal Emergency Management Agency* in its *Flood Insurance Study*, dated November 4, 1987, with accompanying maps and other supporting data, and any revision thereto, are adopted by reference and declared to be a part of this ordinance.

C. Establishment of development permit. A development permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development activities.

D. Compliance. No structure or land shall hereafter be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

E. Abrogation and greater restrictions. This ordinance shall not repeal, abrogate, or impair any existing easements, covenants, or deed restrictions.

F. Interpretation. In the interpretation and application of this ordinance all provisions shall be:
   1. Considered as minimum requirements;
   2. Liberally construed in favor of the officers and agents of the *Village*; and
   3. Deemed neither to limit nor repeal any other powers granted under state statutes.

G. Warning and disclaimer of liability. The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Flood heights may be increased by ~~man~~ human-made or natural causes. This ordinance shall not create liability on the part of North Bay Village or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully thereunder.

H. Penalties for violation. Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than $500.00 or imprisoned for not more than 60 days, or both, and in addition, shall pay all costs and expenses involved in the case. Each day such violations continue shall be considered a separate offense. Nothing herein contained shall prevent North Bay Village from taking such other lawful actions as is necessary to prevent or remedy any violation.

§ 10.4 – Administration.

A. *Designation of Building Official*. The building official is hereby appointed to administer and

implement the provisions of this ordinance.

B. *Permit procedures*. Application for a development permit shall be made to the ~~b~~Building ~~o~~Official on forms furnished by him or her prior to any development activities, and may include, but not be limited to: the following plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed earthen fill; storage of materials or equipment; drainage facilities; and the location of the foregoing. Specifically, the following information is required:

1. Application stage.
    a. Elevation in relation to mean sea level of the proposed lowest floor of all *Buildings*.
    b. Elevation in relation to mean sea level to which any *Nonresidential Building* will be flood proofed.
    c. Certificate from a registered professional engineer or architect that the non-residential flood-proofed building will meet the flood-proofing criteria in *Section 10.5(B)(2).*

2. Construction stage.
    a. Provide a floor elevation or flood-proofing certification after the lowest floor is completed, or instances where the *Building* is subject to the regulations applicable to coastal high hazard areas, after placement of the horizontal structural members of the lowest floor. Upon placement of the lowest floor, or flood-proofing by whatever construction means, or upon placement of the horizontal structural members of the lowest floor, whichever is applicable, it shall be the duty of the permit holder to submit to the *Building Official* a certification of the elevation of the lowest floor, floodproofed elevation, or the elevation of the lowest portion of the horizontal structural members of the lowest floor, whichever is applicable, as built, in relation to mean sea level.
    b. Said certification shall be prepared by or under the supervision of a registered land surveyor or professional engineer and certified by same. When flood-proofing is utilized for a particular building, said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. Any work undertaken prior to submission of the certification shall be at the permit holder's risk.
    c. The ~~b~~Building ~~o~~Official shall review the floor elevation survey data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being permitted to proceed. Failure to submit the survey or failure to make said corrections hereby, shall be cause to issue a stop-work order for the project.

C. *Duties and responsibilities of the ~~b~~Building ~~o~~Official*. Duties of the ~~b~~Building ~~o~~Official shall include, but not be limited to:

1. Review all development permits to assure that the permit requirements of this ordinance have been satisfied.
2. Advise permittee that additional federal or state permits may be required, and if specific federal or state permit requirements are known, require that copies of such permits be provided and maintained on file with the development permit.
3. Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved *Buildings*, in accordance with *Section 10.4(B)(2).*
4. Verify and record the actual elevation (in relation to mean sea level) to which the new or substantially improved buildings have been flood-proofed, in accordance with Section 10.4(B)(2).
5. When flood-proofing is utilized for a particular building, the building official shall obtain certification from a registered engineer or architect, in accordance with *Section 10.5(B)(2).*
6. Where interpretations as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the building official shall make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.
7. When base flood elevation data have not been provided in accordance with *Section 10.3(B)(2),* then the ~~b~~Building ~~o~~Official shall obtain, review, and reasonably utilize any base flood elevation available from a federal, state, or other source, in order to administer the provisions of *Section 10.5.*
8. In coastal high hazard areas, certification shall be obtained from registered professional engineer or architect that the building is designed and securely anchored to adequately anchored pilings or columns in order to withstand velocity waters and hurricane wave wash.
9. In coastal high hazard areas, the ~~b~~Building ~~o~~Official shall review plans for adequacy of break-away walls in accordance with *Section 10.5(B)(4)(h).*

D. *Variance requirements.*

1. The planning and zoning board, as established by North Bay Village, shall hear requests for variances from the requirements of this ordinance, in accordance with the procedures prescribed for requests for amendment, variance, special use exception, or supplement to the regulations in the Village *Code of Ordinances*. The *Planning and Zoning Board* shall submit its recommendations to the *Village Commission* for final action on such requests pursuant to procedures therein prescribed, provided, however, that the criteria for granting variances from this ordinance shall be those set forth hereinafter.
2. Conditions and criteria or granting of variances. In considering such applications, the

~~p~~Planning and ~~z~~Zoning ~~b~~Board and Village Commission shall consider all technical evaluations, all relevant factors, all standards specified in other ~~s~~Sections of the North Bay Village Unified Land Development Code, and:

a. The danger that materials may be swept onto other lands to the injury of others;

b. The danger to life and property due to flooding or erosion damage;

c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

d. The importance of the services provided by the proposed facility to the community;

e. The necessity of the facility to a waterfront location, in the case of a functionally dependent facility;

f. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

g. The compatibility of the proposed use with existing and anticipated development;

h. The relationship of the proposed use to the *Comprehensive Plan* and floodplain management program for that area;

i. The safety of access to the property in times of flood for ordinary and emergency vehicles;

j. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters, and the effects of wave action, if applicable, expected at the site;

k. The costs of providing governmental services during and after the flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges;

l. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief; and in the instance of a historical building, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the *Building*;

m. Variances shall only be issued upon (i) a showing of good and sufficient cause, (ii) a determination that failure to grant the variance would result in exceptional hardship, and; (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing laws or ordinance.

n. Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the building is to be built and stating that the cost of flood insurance will be

commensurate with the increased risk resulting from the reduced lowest floor elevation.

o. The *Building Official* shall maintain the records of all appeal actions and report any variances to the *Federal Emergency Management Agency*.

3. Variances for historic structures. Variances may be issued for the repair or rehabilitation of historic structures ~~(see definition)~~ upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum to preserve the historic character and design of the *Structure.*

4. Upon consideration of the factors listed above, and the purposes of this ordinance, the *Planning and Zoning Board* and *Village Commission* may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

E. Appeals. The Village Commission may, after a public hearing, grant relief on appeals where it is alleged there is an error in any order, requirement, decision, or determination made by an administrative official in the interpretation of any portion of these regulations.

§ 10.5 – Provisions for flood hazard reduction.

A. *General standards*. In all areas of special flood hazard the following provisions are required:

1. New construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the *Structure*.

2. New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

3. New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage.

4. Electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

5. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

6. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.

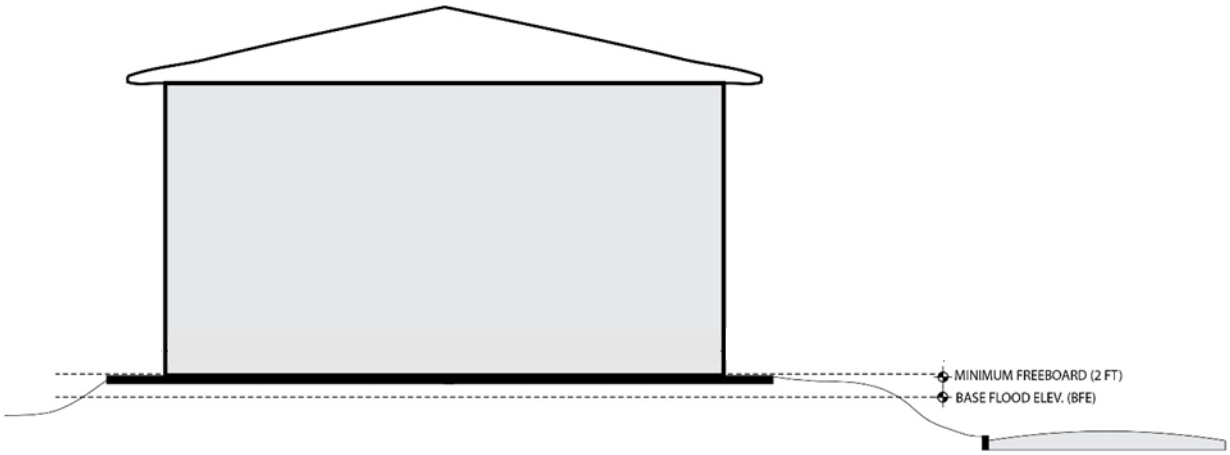
7. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.

8. Any alteration, repair, reconstruction, or improvements to a building which is in compliance with the provisions of this ordinance, shall meet the requirements of "new construction" as contained in this ordinance.

9. Any alteration, repair, reconstruction, or improvements to a building which is not in compliance with the provisions of this ordinance, shall be undertaken only if said nonconformity is not furthered, extended, or replaced.

B. *Specific standards*. In all areas of special flood hazard where base flood elevation data have been provided, as set forth in *Section 10.3.B.*, the following provisions are required:

1. Residential construction. New construction or substantial improvement of any *Residential Building* (or manufactured home) shall have the lowest finished floor, including ~~basement~~ electrical, heating, ventilation, plumbing, air conditioning equipment, cable, telephone, and other service facilities such as duct work, elevated no lower than ~~two feet above the~~ base flood elevation plus minimum freeboard. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with the standards of *Section 10.5.B.3.*



2. Nonresidential construction.
   a. New construction or substantial improvement of any commercial, industrial, or nonresidential building shall have the lowest floor, including basement, electrical, heating, ventilation, plumbing, air conditioning equipment, cable, telephone, and other service facilities, including duct work, elevated no lower than ~~one foot above the~~ base flood elevation plus minimum freeboard or in accordance with the flood design established for the Flood Design Class established in ASCE 24 as adopted by the *Florida Building Code*, whichever is higher.

   b. Buildings located in all A-Zones may be flood-proofed in lieu of being elevated provided that all areas of the building below the floodproofing are watertight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. Flood-proofed buildings shall be floodproofed no lower than ~~one foot above the~~ base flood elevation plus minimum freeboard or in accordance with the flood design established for the Flood Design Class established

in ASCE 24 as adopted by the Florida Building Code, whichever is higher. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the official as set forth in *Section 10.4*.

3. Elevated buildings. New construction or substantial improvements of elevated buildings that include fully enclosed areas formed by foundation and other exterior walls below the base flood elevation shall be designed to preclude finishing living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls.
   a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:
      (1) Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
      (2) The bottom of all openings shall be no higher than one foot above grade; and
      (3) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
   b. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator); and
   c. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
4. Coastal high hazard areas (V Zones). Located within the areas of special flood hazard established in *Section 10.3(B)*, are areas designated as coastal high hazard areas. These areas have special flood hazards associated with wave wash, therefore, the following provisions shall apply:
   a. All *Buildings* shall be located five feet landward of the reach of the mean high tide;
   b. All buildings shall be elevated so that the bottom of the lowest supporting horizontal member (excluding pilings or columns) is located no lower than five feet above the base flood elevation level, with all space below the lowest supporting member open so as not to impede the flow of water. Open lattice work or decorative screening may be permitted for aesthetic purposes only and must be designed to wash away in the event of abnormal wave action and in accordance with *Section 10.5(B)(4)(h).*
   c. All buildings or *Structures* shall be anchored to resist flotation, collapse, and lateral movement due to the effect of wind and water loads acting simultaneously on all building components. Water loading values shall equal or exceed the base flood. Wind loading values shall be in accordance with the South *Florida Building Code*.
   d. A registered professional engineer or architect shall certify that the design, specifications, and plans for construction are in compliance with the provisions

contained in *Section 10.5(B)(4)(b)* and *Section 10.4(B)(4)(c).*

e. There shall be no fill used as structural support. Noncompacted fill may be used around the perimeter of a building for landscaping/aesthetic purposes provided the fill will wash out from storm surge, (thereby rendering the building free from obstruction) prior to generating excessive loading forces, ramping effects, or wave deflection. The *Building Official* shall approve design plans for landscaping/aesthetic fill only after the applicant has provided an analysis by an engineer, architect, and/or soil scientist, which demonstrates that the following factors have been fully considered:
   (1) Particle composition of fill material does not have a tendency for excessive natural compaction;
   (2) Volume and distribution of fill will not cause wave deflection to adjacent properties; and
   (3) Slope of fill will not cause wave run-up or ramping.

f. There shall be no alteration of sand dunes or mangrove stands which would increase potential flood damage~~;~~.

g. Lattice work or decorative screening shall be allowed below the base flood elevation provided they are not part of the structural support of the building and are designed so as to breakaway under abnormally high tides or wave action, without damage to structural integrity of the building on which they are to be used and provided the following design specifications are met:
   (1) No solid walls shall be allowed, and;
   (2) Material shall consist of lattice or mesh screening only.

h. If aesthetic lattice work or screening is utilized, such enclosed space shall not be designed to be used for human habitation, but shall be designed to be used only for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises.

i. Prior to construction, plans for any buildings that will have lattice work or decorative screening must be submitted to the ~~b~~Building ~~o~~Official for approval;

j. Any alteration, repair, reconstruction, or improvement to a structure shall not enclose the space below the lowest floor except with lattice work or decorative screening, as provided for in *Section 10.5(B)(4)(h)* and *Section 10.5(B)(4)(i).*

C. *Standards for subdivision proposals*.
   1. All subdivision proposals shall be consistent with the need to minimize flood damage;
   2. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;
   3. All subdivision proposals shall have adequate drainage provided to reduce exposure to

flood hazards; and

4. Base flood elevation data shall be provided for subdivision proposals and other proposed development.

CHAPTER 11, SIGNS

§ 11.1 – Purpose.

The purpose of these regulations is to create a legal framework for a comprehensive and balanced system of *Street* graphics and *Signs* and thereby to facilitate an easy and aesthetically pleasing communication between the public and their environment. With this purpose in mind, it is the intention of these regulations to authorize the use of street graphics and signs which are compatible with their surroundings; appropriate to the type of activity to which they pertain; expressive of the identity of individual proprietors or of the community as a whole; and legible in the environment in which they are seen.

§ 11.2 – Definitions.

For the purpose of this ~~s~~Section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

1. *Sign*. An identification, description, illustration, or device which is affixed to or represented directly or indirectly upon a *Building*, *Structure*, or land and which directs attention to a product, place, activity, person, institution, or business.

2. *Sign, accessory*. A supplemental sign relating to products or services sold, affiliations, or uses of the premises on which the sign is located (e.g.: credit card affiliations, brand symbols).

3. *Sign area*. The area of the surface of the sign upon, against, or through which the message is displayed or illustrated on the sign. Such area shall be that total surface of one common sign structure which may be viewed from one direction of approach. Such surface area is exclusive of frame embellishment considered as border and not for the purpose of transmission of message, which additional frame surface shall not be greater than 30 percent of the total gross area. Any symbol, *Mural* background, pole decoration, or illustrative material contributing to the meaning or promotional effect of the message shall be considered as sign surface area. The sign area shall extend to the perimeter of the area of all letters, figures, characters, clocks, thermometers, and temperature or time data devices.

4. *Sign area, multi-faced*. On any sign with more than one face, the maximum number of advertising surfaces visible from any location will be counted; provided, however, that all advertising surfaces of multi-faced signs shall be equal in size and height on all sides. If faces are different in size and height, each face is counted individually.

5. *Sign, detached*. A sign not attached to or painted on a building, but which is affixed to the ground. A sign attached to a flat surface such as a *Fence* or *Wall*, not a part of a building, shall be considered a detached sign.

6. *Sign, directional*. A sign indicating the direction or allocation of some service or facility to use, or indicating an instruction (e.g., "no trespassing").

7. *Sign, flat*. A sign erected parallel to the face of or erected or painted on the outside wall of

any building, and supported throughout its length by wall, cantilever, or marquee projections extending from the wall. The outer edge of a flat sign shall not be further than 18 inches, measured horizontally, from the building wall or extend further than the outside edge of a supporting marquee or cantilever, whichever distance is the larger; nor may the highest point of a flat sign extend more than 12 inches above the highest flat roof, parapet, or eave line.

8. *Sign, identification*. A sign which indicates the name of a use, owner, activity, business, or enterprise.

9. *Sign, outdoor advertising display* (character).

J. *Activated sign*. Any sign which contains or uses for illumination any light, lighting device, or lights which change color, flash or alternate, or change the appearance of the sign or any part thereof automatically (for the purpose of these regulations, a slowly rotating sign, not exceeding ten revolutions per minute, illuminated but not flashing, shall not be considered an "activated sign").

K. *Animated sign*. Any sign upon which a character, letter, figure, or group or combination thereof, shows movement or motion to such an extent as to be readily detected.

L. *Banner sign*. Any sign possessing characters, letters, illustrations, or ornamentations applied to cloth, paper, or fabric of any kind, either with or without frames.

M. *Banners, streamers, spinners, and pennants*. Any device, with or without letters or symbols, erected for the purpose of attracting attention to an area or point.

N. *Beacon light*. Any light with one or more beams capable of being directed in any direction, capable of being revolved automatically, or capable of having any part thereof revolve automatically.

O. *Double-faced sign*. Any sign which has two display surfaces backed against each other or against the same background, one face of which is designed to be seen from one direction, and the other from the opposite direction.

P. *Flashing sign*. Any sign in which the electrical lighting device or devices go on and off alternately, either all of such lights or lighting devices or part thereof, or are designed to cause a deliberate intensity change for the purpose of effecting attraction. Signs that alternately display only time and temperature are excluded from this definition.

10. *Sign, outdoor advertising display* (type). A sign which contains any letter, figure, character, mark, plane, point, marquee, poster, pictorial picture, stroke, stripe, line, trademark, reading matter, or illuminated surface, which shall be so constructed, placed, attached, painted, erected, fastened, or manufactured in any manner whatsoever, that the same shall be used for the attraction of the public to any place, subject, person, firm, corporation, public performance, article, machine, or merchandise whatsoever which is displayed in any manner out-of-doors. These shall include, but are not necessarily limited to, the following:

A. *Combination sign*. Any sign incorporating any combination of the features of ground, projecting, or roof signs.

B. *Fluorescent painted sign*. Any sign which is wholly or partially composed of letters, symbols, or characters, or the background of which is of fluorescent qualities causing a reflective light to illuminate.

C. *Ground sign*. Any sign which is supported by uprights or braces in or upon the ground (also referred to as a "pole sign").

D. *Illuminated sign*. Any sign which has characters, letters, figures, designs, or an outline illuminated by electric lights, LEDs (light emitting diodes) or luminous tubes, whether or not the lights or tubes are a part of the sign proper.

E. *Marquee sign*. Any sign attached to or hung from a marquee. A "marquee" shall be known to mean a canopy or covered structure projecting from and supported by a *Building*, when such canopy or covered structure extends beyond the building, *Building Line*, or *Property Line*.

F. *Nonilluminated sign*. Any sign which is not illuminated by internal or external lights which are designed for such illumination, nor is designed with any special light-reflective surfaces.

G. *Projection sign*. Any sign other than a wall sign which projects from and is supported by a *Wall*, building, or overhang.

H. *Projected sign*. Any sign which is affixed to any building wall or *Structure* and extends beyond the building wall, structure, building line, or property line more than 18 inches.

I. *Real estate sign*. Any structure, device display board, screen, surface, or wall with characters, letters, or illustrations placed thereto, thereon, or thereunder, by any method or means whatsoever, where the matter displayed thereon shall be used solely for the purpose of offering for sale, lease, or rent the exact property on which the sign is placed.

J. *Roof sign*. Any sign which is fastened to and supported by or on the roof of a building, or which extends more than 12 inches above the highest flat roof, parapet, or eave line of a building.

K. *Sandwich sign*. Any sign which is either single- or double-faced, is portable, and may readily be moved from place to place.

L. *Shingle sign*. Any projection or *Wall Sign* not more than six square feet in area, constructed of metal or other noncombustible material attached securely to a building.

M. *Snipe sign*. Any small sign of any material including paper, cardboard, wood, or metal, which is tacked, nailed, or attached in any way to trees or other objects; such sign may or may not apply to the premises.

N. *Window sign*. Any sign located on or within one foot of the street window surface and which is intended to be viewed from the outside.

11. *Sign, outdoor advertising display* (usage).

A. *Changeable copy sign*. Any sign with a permanent, framed surface area principally devoted to and designed for changeable text information pertaining to entertainment, menu, prices, and the like.

B. *Directory sign*. Any sign which gives the name and/or occupation of the occupants of the building or gives the use of the building including office building directories, ~~church~~ *House of Worship* directories, and apartment building directories. When an identification of an entity is placed on a common directory board with identical uniform style and size of letter, such entity shall not be defined as a separate sign, but rather shall be considered as a part of a directory board sign.

C. *Identification; individual entity*. Any person who is the lessee, owner, or who has a proprietary interest in the business for which the sign is proposed. Each business shall be considered to be an individual entity. Eligibility for identification as an individual entity shall not exist when the lessee is under the same roof and with the same entrance or access or the same lessor or owner; in such case of leased floor space the occupant is not defined as an individual entity. However, eligibility for identification as an individual entity may apply to the lessee if the owner or the lessor makes of record to the *Building* and *Planning and Zoning Official* a transfer (assignment) of all parts of ~~his~~ the computed eligibility to the lessee.

D. *Informational sign*. Any sign which contains any combination of directory, directional, and/or explanatory information.

E. *Sign information item*. Any syllable, group of numbers, initial, abbreviation, logo, or pictograph larger than three inches in height, with the official name of an establishment counting a maximum of four items towards the ten permitted information items.

12. *Outdoor advertising display: off-premises* (commercial advertising). Any sign upon which advertising matter may be painted or upon which posters may be pasted or otherwise secured to the face thereof, advertising goods, services, or other things not sold or available upon the premises upon which the sign is located.

A. *Outdoor advertising display: premises*. Any sign advertising a product for sale or service to be rendered on the immediate premises where the sign is located.

B. *Point of purchase sign*. Any *Structure*, device, display board, screen, surface, or *Wall* with characters, letters, or illustrations placed thereto, thereon, or thereunder by any means whatsoever, where the matter displayed is used for advertising a product actually or actively offered for sale thereon or therein.

C. *Facade*. Any separate face of a building, including parapet walls or any part of a building which encloses or covers usable space.

D. *Frontage*. That part of the building that faces a public thoroughfare.

13. *Sign, temporary*. Any sign that is not a permanent sign, and shall include a sign formerly or commonly known as a temporary election sign, a temporary political sign, a temporary free expression sign, a temporary real estate sign, a temporary directional sign, a temporary

construction sign, a temporary grand opening sign, or any other temporary sign unless otherwise provided herein. The term "temporary sign" shall not include any substitution of message on an existing lawful sign or sign structure.

14. *Window sign, permanent*. Any sign visible from the exterior of a building or structure and which is painted, attached, glued, or otherwise affixed to a window or depicted upon a card, paper, or other material and placed on, taped on, or displayed on a window for the specific purpose of identifying the proprietor or the name of the business to the passerby.

15. *Window sign, temporary*. Any sign visible from the exterior of a building or structure and which is painted, attached, glued, or otherwise affixed to a window or door or depicted upon a card, paper, or other material and placed on, taped on, or displayed on a window for the specific purpose of attracting attention of the passerby to a sale or to promotional items or other products or services, other than the identity of the proprietor or the name of the business.

§ 11.3 – Existing ~~N~~nonconforming ~~S~~signs, ~~R~~removal.

A. It is the intent of this ~~s~~Section to recognize that the eventual elimination of existing *Signs* that are not in conformity with the provisions of these regulations, in as expeditious a manner as is reasonable, is as much a subject of the health, safety, and welfare of the citizens of the *Village* as is the prohibition of new signs that would violate the provisions of these regulations. It is also the intent of this section that there shall not be any unreasonable invasion of established private property rights.

B. Any sign which is nonconforming shall adhere to these regulations within five years from [insert date of adoption of this ordinance] or be removed. However, the *Village Commission* may grant reprieve from this provision if the Village Commission determines that a particular sign has been in existence for at least 20 years and provides historical character to the community.

C. Any sign, including the supporting *Structure*, now or hereafter existing, which advertises a business no longer conducted, or a product no longer sold, shall be taken down and removed by the owner, agent, or person having the beneficial use of the building, structure, or land upon which the sign may be found. Such removal shall be within 30 days after notification by the *Building Official* or other official as designated by the *Village Manager*.

D. Snipe signs shall be removed immediately.

E. A nonconforming sign once removed, either voluntarily or involuntarily, shall not be replaced except in conformity with all applicable provision of this ULDC.

§ 11.4 – Regulations and ~~S~~specifications.

General regulations governing signs. For additional sign standards specific to the T6-24 and T6-30 transect zones, see Chapter 15, including *Section 15.6.E*, and *15.6.F*.

A. Signs erected or maintained under the provisions of these regulations are subject to the following requirements:

1. Interference with the public.

   a. The sign must not create a traffic or fire hazard, be dangerous to the general welfare, or interfere with the free use of public *Streets* or sidewalks.

   b. Safety requirements.

      (1) No sign shall be erected or maintained at any location in such a manner as to obstruct free and clear vision at the intersection of any streets or other public ways. No sign shall be erected or maintained at any location where, by reason of the position, illumination, shape, or color it may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device, nor shall it make use of the words, "STOP," "LOOK," "DANGER," or any other word, phrase, symbol, or character in such a manner as to interfere with, mislead, or confuse the motoring public.

      (2) Intensely lighted areas created for the purpose of sales attraction, may be considered to be distractive displays. Such displays may be a hazard to the safe passage of vehicular traffic and divert attention from certain necessary traffic controls or pedestrian crossing zones. Such intensely lighted areas may be prohibited at certain locations by the *Police Department* and confirmed by the *Village Commission*.

2. Repair and maintenance. All signs must be kept in good condition, neat appearance, and good state of repair. Any sign more than 50 percent destroyed must be immediately removed at the owner's expense and a new permit secured before the sign is replaced. If a damaged sign is not repaired within 90 days, the sign shall be deemed to constitute a public nuisance and shall be removed at the owner's expense.

3. Avoidance of fire hazard. Weeds shall be kept cut and debris shall be kept clear within a ten-foot area of any sign.

4. Imprint of owner's name. All signs requiring permits shall be marked with the owner's name, date, and number of the permit.

5. Obstruction of doors, windows, and fire escapes. No sign shall be attached to or be placed against a *Building* in such a manner as to prevent ingress or egress through any door or window of any building, nor shall any sign obstruct or be attached to a fire escape.

6. Posting or tacking notices and signs. No person shall paint, paste, print, nail, or fasten in any manner whatsoever, any banner, sign, paper, or any advertisement or notice of any kind, or cause the same to be done, on any curbs tone, pavement, or any other portion or part of any sidewalk or street, or upon any trees, lampposts, parking meter posts, telephone or telegraph poles, hydrants, or workshops, or upon any *Structure* within the limits of any *Streets* within the *Village*.

7. Removal of signs for right-of-way acquisitions. All signs shall be removed by the owner, at no expense to the Village, when such signs are found to be within the *Right-of-Way* of present or future roads. This exception to relocation and permit limitations shall cover only lateral (right angle) relocations to the road right-of-way and shall require a building permit. This statement shall not supersede federal or state statutes and regulations.

B. *Regulations governing specific types of signage.*

1. Prohibited sign situations, features and locations:

1(a).Signs within or upon public property and rights-of-way.

2(b).Pole (ground) signs projecting over rights-of-way.

3(c).Flashing, activated, ~~and~~ moving, and animated signs.

4.Pennants, streamers, spinners, advertising balloons and all other fluttering, spinning, or similar type signs and advertising devices.

5.Roof signs.

6. Snipe and sandwich signs.

7. Illuminated signs:

(a) Exposed bulbs or lamps shall not exceed the equivalent of 25 watts of incandescent light and shall be cut off to minimize light pollution.

(b) Other light sources in illuminated signs shall include anti-light pollution technologies and features.

§ 11.5 – Sign ~~P~~permits and ~~F~~fees.

A. No sign shall be erected, constructed, posted, painted, altered, maintained, or relocated, except as provided in this subchapter and in these regulations, until a permit has been issued by the *Building Official* or other official as designated by the *Village Manager*.

1. Before any permit is issued, an application, including written approval of the owner of the property, shall be filed, together with five sets of drawings or specifications (one set to be returned to the applicant upon disposition of the application) as may be necessary to fully advise and acquaint the Building Official or other official as designated by the Village Manager with the location, construction materials, manner of illuminating and securing or fastening, number of *Signs* applied for, and the wording of the sign or advertisement to be carried on the sign. For *Buildings* over three stories, the scale shall be 1/8″ = 1′ 0″. A separate scaled drawing shall be prepared at ½ = 1′ 0″ showing dimensions, sizes, colors, materials, and method of installation.

2. All signs which are electrically illuminated shall require a separate electrical permit and inspection. All signs shall be erected on or before the expiration of 60 days from the date of issuance of the permit; otherwise, the permit shall become null, and void and a new permit shall be required.

B. The owner and/or tenant of the premises and the owner and/or erector of the sign shall be

held responsible for any violation of these regulations. Where a sign has been erected in accordance with these regulations, the sign company shall be relieved of further responsibility under these regulations after final approval of the sign by the Building Official or other official as designated by the Village Manager.

C. The Building Official or other official as designated by the Village Manager shall remove or cause to be removed any sign erected or maintained in conflict with these regulations if the owner or lessee of either the site or the sign fails to correct the violation within ten days after receiving written notice of the violation. Removal of a sign by the Building Official or other official as designated by the Village Manager shall not affect any proceedings instituted prior to the removal of the sign.

D. Fees for sign permits shall be in accordance with the schedule adopted by ordinance, a copy of which is maintained in the office of the Building Official or other official as designated by the Village Manager.

§ 11.6 – Exempted ~~S~~signs.

The following signs are exempted from the provisions of these regulations and may be erected or constructed without a permit but in accordance with the structural and safety requirements of the ~~South~~ *Florida Building Code* and in accordance with *Section 11.9.* See also Chapter 15, *Section 15.2.F.*

A. Official traffic signs or sign structures, and provisional warning signs or sign structures, when erected or required by a government agency.

B. Changing of the copy of a bulletin board, poster board, display encasement, or marquee.

C. Temporary signs which meet the criteria of *Section 11.7.*

D. National flags and flags of political subdivisions of the United States, provided that mounting of the flag adheres to *Section 8.13(N).*

E. Signs on a truck, bus, or other vehicle while in use in the normal course of business, provided that no such vehicle with attached signs shall be parked on public or private property for the purpose of advertising a business or firm or calling attention to the location of a business or firm.

F. In the commercial districts, nonilluminated signs not exceeding 15 square feet in area with letters not exceeding six inches in height which are painted, stamped, perforated, or stitched on the valance area of an awning, canopy, or roller curtain. Signs shall be limited to the name of the owner or trade name of the business and the street number of the business.

G. Signs posted by the *Village.*

§ 11.7 – Temporary ~~S~~signs ~~Permits~~

A. *Scope*.

Notwithstanding anything to the contrary in the Village's Unified Land Development Code or in any other ordinance or code provision of the *Village*, the provisions of this section shall govern

the regulation of temporary signs, and take precedence over any other provisions that pertain to temporary signs unless specifically exempted or excepted herein.

B. *Purpose and intent*.

It is the purpose of these sign regulations to promote ~~the~~ public health, safety, and general welfare through reasonable, consistent, and non-discriminatory standards for temporary signs. The temporary sign regulations are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the secondary effects of speech, and especially insofar as those secondary effects may adversely affect aesthetics and traffic and pedestrian safety. It is the intent of the *Village Commission* that the temporary sign regulations shall provide uniform sign criteria which regulate the size, height, number and placement of signs in a manner that is compatible with the character of the Village, and which place the fewest possible restrictions on personal liberties, property rights, commerce, and the free exercise of Constitutional rights while achieving the Village's goal of creating a healthy, safe and attractive environment that does not contain excessive clutter and visual distraction in rights-of-way and adjacent properties, the surrounding natural coastal environment, and residential neighborhoods. These sign regulations have been prepared with the intent of enhancing the visual environment of the Village and promoting its continued well-being, consistent with the most recent pronouncements by the United States Supreme Court regarding the regulation of temporary signage, and are further intended to:

1. Encourage the effective use of signs as a means of communication in the Village;
2. Maintain and enhance the aesthetic environment and the Village's ability to attract sources of economic development and growth;
3. Improve pedestrian and traffic safety;
4. Minimize the possible adverse impact of temporary signs on nearby public and private property;
5. Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive size (area) of temporary signs which compete for the attention of pedestrian and vehicular traffic;
6. Allow temporary signs that are compatible with their surroundings, while precluding the placement of temporary signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;
7. Encourage and allow temporary signs that are appropriate to the zoning district in which they are located;
8. Regulate temporary signs in a manner so as to not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;
9. Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all zoning districts of the *Village*;

10. Protect property values by precluding, to the maximum extent possible, temporary signs that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement; and

11. Enable the fair and consistent enforcement of these temporary sign regulations.

C. *Duration ~~for temporary signs~~.*

If a temporary sign pertains to an event, the temporary sign shall be removed no later than seven (7) days after the event is concluded. Political primaries or elections, for the purpose of these sign regulations, shall be treated as an event. If a temporary sign does not pertain to an event, the temporary sign shall be removed within and by no later than thirty (30) days after being erected.

1. Permission of owners. A temporary sign shall not be placed on any property without the permission of the property owner.

2. Prohibition of lighting. A temporary sign may not display any lighting or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color.

3. Exemptions from permitting. A temporary sign does not require a permit from the Village.

4. All "for sale," "for lease" or "for rent" signs shall be removed within seven (7) days after the sale, lease, or rental of the property has occurred.

5. Open house signs may only be installed the day before the open house and shall be removed the same day of the open house after its conclusion. In no case shall an open house sign be in place for more than 48 continuous hours.

6. "For sale," "for lease," "for rent" and open house signs may only be installed on the property to which they refer.

D. *Standards.*

Within each *Village Zoning District*, temporary signs shall conform to the following criteria:

	Single Family Residential RS-1, RS-2	**Multi-Family RM-40, RM-70**	**Commercial CG**
Maximum Number of Signs Allowed Per ~~Parcel~~Frontage	~~3~~1	~~3~~2	42
Maximum Sign Area	3 sf	12 sf (RM-40) 20 sf (RM-70)	40 sf
Sign Height Maximum for a Freestanding Sign	4 ft	~~24~~10 ft	~~24~~10 ft
Sign Height Maximum for a Wall Sign (inclusive of a Window Sign)	15 ft	24 ft	24 ft

Minimum Sign Setback for Ground Signs	2 ft	~~2~~5 ft	~~2~~5 ft
Minimum Spacing from any Other Sign (Temporary Sign or a Permanent Sign)	15 ft	15 ft	15 ft
Maximum Aggregate ~~Maximum of Surface~~ Area ~~Allocated~~ for All Sign Messages	12 sf per frontage	~~1~~20 sf per frontage	~~16~~40 sf per frontage

~~D~~E. *Additional standards for temporary signs.*

For additional temporary sign standards in the T6-24 and T6-30 transect zones, see *Chapter 15*.

§ 11.8 – Maintenance, abandonment and r~~R~~emoval of ~~S~~signs.

A. All signs must be maintained in a condition or state of equivalent quality to which was approved or required by the Village.

B. Any *Sign* ~~previously~~ associated with a vacated premise shall be removed from the premises by either the owner or lessee not later than thirty (30) days from the time such activity ceases to exist.

C. If the use is not reestablished or a new use is not established within two (2) years and a replacement sign face conforming to this Code installed, then the entire sign structure and mounting hardware must be removed.

§ 11.9 – District ~~S~~sign ~~R~~regulations

A. *Single-Family Residential (RS-1, RS-2) Districts*.

No sign will be allowed in these districts except the following and temporary signs meeting the criteria of *Section 11.7* or the exemptions allowed in *Section 11.6*:

1. A nameplate (identification sign), not to exceed one square foot in area, nonilluminated, to identify the owner or occupant of the *Dwelling* or *Building*.

B. *Multifamily Residential (RM-40, RM-70) Districts*.

No sign will be allowed in these districts except the following and temporary signs meeting the criteria of *Section 11.7* or the exemptions allowed in *Section 11.6*:

1. Accessory signs and directional signs, all nonilluminated, and, individually, not to exceed an area of one square foot, except that illuminated fire exit signs, as required by the ~~South~~ *Florida Building Code*, shall also be permitted.

2. A nonilluminated, flat, or detached identification sign, not to exceed 24 square feet, identifying the name and/or address of a *Multifamily Dwelling*, group of multifamily dwellings, or the name of the *Motel* or *Hotel.* In the case of a detached sign, it shall not be located in any required rear or *Side Yard* setback area, nor closer than ten feet from the front *Property Line*, nor shall any part of the sign be more than ten feet above the

ground.

3. Nonilluminated signs not exceeding 15 square feet in area with letters not exceeding six inches in height which are painted, stamped, perforated, or stitched on the valance area of an awning, canopy, roller curtain. Signs shall be limited to the name of the owner and the street number of the *Building*.

C. *Commercial (CG) District*.

No sign will be allowed in this district except the following and temporary signs meeting the criteria of *Section 11.7* or the exemptions allowed in *Section 11.6*:

1. Accessory signs and directional signs, all nonilluminated, and, individually, not to exceed an area of one square foot, except that illuminated fire exit signs, as required by the ~~South~~ *Florida Building Code*, shall also be permitted.

2. A flat illuminated or nonilluminated sign may be erected on one facade of a building or each portion of a building occupied by a separate commercial or office use, provided the sign does not exceed an area equal to ten percent of the area of the facade upon which it is erected, and for any single establishment user, contains no more than ten sign information items. For calculation purposes, the maximum single building *Storefront* is limited to 75 feet, the maximum storefront 15 feet. In the case of a commercial or office use located on the ground floor of a multistory building, only the first-floor facade area shall be used for the purpose of calculating the permissible sign area. Where an establishment fronts on more than one *Street*, the above area of signs may be permitted on each street frontage; however, signs on side frontages will not be permitted if they face a residential area.
    a. All adjacent contiguous retail and service establishments located in premises under the same ownership shall be required in lease agreements to maintain all permanent sign lettering and background in the same style and color.

    b. For existing commercial establishments, facade signage may be increased to 11 percent of the total building facade and a total of 11 sign "items" per establishment may be used when all the lettering and background is uniform in style and color for signs in a shopping center or for any three consecutive separate establishments. Uniform agreements must be made a part of any lease or deed restriction.

3. For properties with bay frontage, an additional attached sign is allowed on the bayside façade not to exceed 10% of the façade area, with lettering not to exceed 100 square feet.

4. A projection sign placed at an angle of 90 degrees from the building and clearing the sidewalk by eight (8) feet. It shall project no more than four (4) feet from the building or one-third of the sidewalk width, whichever is less, and be spaced no less than 50 feet apart unless displaying symbols only, in which case there is no restriction on proximity.

All adjacent contiguous, retail and service establishments located in premises under the

same ownership shall be required in lease agreements to maintain all projection signs, materials, lettering and background in the same style and color.

5. A detached illuminated or non-illuminated sign may be permitted, not to exceed a total area of 100 square feet per side. When a single building on the property consists of two or more different commercial or office occupancies, an additional one square foot of sign area shall be permitted for each six lineal feet of street frontage in excess of 50 feet; however, the total sign area for a building with multiple occupancy shall not exceed 160 square feet in any case, nor may there be more than one detached sign on the property. No part of such detached signs shall be located in the side or rear yards, nor shall any detached sign be located closer than ten feet from the front property line. No detached sign shall exceed a height of 24 feet above the ground.

D. *T-6 24 and T6-30 ~~t~~Transect ~~z~~Zones*.

For sign standards within the T6 ~~t~~Transect ~~z~~Zone, see Chapter 15, *Section 15.2.F.*

§ 11.10 – Variances to sign regulations.

There might be instances in which relief from the strict requirements of the sign ordinance would result in improved planning or zoning and would benefit the community. The standards for granting the planning variance are:

A. The sign variance must relate to a particular piece of land;

B. The sign variance can be granted without substantial detriment to the public good;

C. The benefits of the deviation would outweigh any detriment; and,

D. The variance would not substantially impair the intent or purpose of the Village's *Comprehensive Plan* and/or *Zoning Ordinance*.

§ 11.11 – Universal Design and American with Disabilities Act (ADA) Compliance.

ADA-compliant signage is required in certain specific interior spaces and to identify or provide direction to certain rooms or spaces such as bathrooms, exits, and the like. Exterior signage may also be designed and installed per ADA standards.

In order to be considered ADA-compliant, signs need to be designed with a non-glare finish and high level of contrast, using specific font and character properties specified in the American with Disabilities Act. In addition, ADA-compliant signs must have corresponding Braille text and be mounted at certain locations (such as adjacent to a door) and at certain heights (no less than 48 inches and no more than 60 inches above the finished floor or ground surface).

ADA compliant signage may include Braille dots, visual characters, raised characters (also called tactile characters), and/or pictograms, depending on the area or room the sign is identifying.

CHAPTER 12, ADULT ENTERTAINMENT

§ 12.1 – Purpose.

A. *Purpose*.

In the development and enforcement of this section, it is recognized that there are adult entertainment uses, which because of their very nature are recognized as having serious objectionable characteristics, particularly when several of them are concentrated in any given locations thereby having a deleterious effect upon the adjacent business and residential areas. It is desirable, therefore, to protect the well-being of the youth of the *Village* from objectionable operational characteristics of these adult entertainment uses by to locating adult oriented activities away from residential areas and public facilities used frequently by minors such as schools, religious facilities, parks, libraries, playgrounds, and day care centers. The Village finds that, just as advertising is designed to stimulate one's appetite for desired goods and services, an overabundance or preoccupation with sexual displays or materials arouses the appetites of those so preoccupied and encourages criminal sexual behavior.

In recognition of the protections afforded to the citizens of the United States under the *First* and *Fourteenth Amendments* to the Constitution of the United States, it is neither the intent nor the effect of this ~~s~~Section to:

1. Inhibit freedom of speech or the press; or
2. Impose a limitation or restriction on the content of any communicative materials, including sexually oriented materials; or
3. Restrict or deny access by adults to sexually oriented materials protected by the First Amendment; or
4. Deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market.

This ~~s~~Section balances the legitimate governmental purposes of the Village against the above-described constitutional rights, by imposing incidental, content-neutral place, time, and manner regulations of adult entertainment establishments without limiting alternative avenues of communication. The special regulations deemed necessary to control the undesirable effects arising from these enterprises are set forth in this ~~s~~Section.

B. *Findings*.

Based on the evidence and testimony presented before the *Village Commission* and on the findings incorporated in (i) "Survey of Texas Appraisers - Secondary Effects of Sexually-Oriented Businesses on Market Values" study by Connie B. Cooper, FAICP and Eric Damian Kelly, FAICP in association with David C. Keuhl, Ph.D. and Shawn Wilson, MAI (2008)(Texas); (ii) "Crime-Related Secondary Effects - Secondary Effects of "Off-Site" Sexually Oriented Businesses" study by Richard McCleary, Ph.D. in association with Alexi Alexander, J.D., Larry Bush, M.A., and Mark Vasquez, B.A. (2008)(Texas); (iii) "Crime-Related Secondary Effects of Sexually-Oriented Businesses: Report To The City Attorney" by Richard McCleary, Ph.D.

(2007)(Los Angeles, California); (iv) "Survey of Findings and Recommendations of Sexually Oriented Businesses" by Eric Damian Kelly, Ph.D. FAICP and Connie B. Cooper, FAICP (August 2002)(Toledo, Ohio); (v) "A Report on the Secondary Impacts of Adult Use Businesses in the City of Denver," by the Zoning Administration, Office of Planning and Development, Department of Public Safety, Department of Excise and Licenses, Assessor's Office, and in consultation with the City Attorney's Office, Denver, Colorado (January 1998); (vi) "Sexually Oriented Business Ordinance Revision Committee Legislative Report, Houston, Texas (January 7, 1997); (vii) "Adult Use Study," by the Newport News Department of Planning and Development, Newport News, Virginia (March 1996); (viii) "Report to American Center for Law and Justice on the Secondary Impacts of Sex Oriented Businesses," by Peter R. Hecht, Ph.D. of the Environmental Research Group (March 31, 1996); (ix) "Adult Entertainment Study" by Department of City Planning, City of New York (November 1994); (x) The "Adams County Nude Entertainment Study" by the Adam's County Sheriffs Department (1991)(Colorado); (xi) "Effects of Adult Entertainment Businesses on Residential Neighborhoods," by the Department of Planning, Research and Development, City of El Paso, TX (Sept. 26, 1986); (xii) "NLC Summaries of "SOB Land Use" Studies, Crime Impact Studies by Municipal and State Governments on Harmful Secondary Effects of Sexually-oriented Businesses," National Law Center for Children and Families, 1991, 1994, 1996, 1997, 1999, 2000, 2001, 2002, 2005; the Village Commission finds as follows:

1. Establishments exist or may exist within the Village where books, magazines, motion pictures, videos, prints, photographs, periodicals, records, novelties, and devices that depict, illustrate, describe, or relate to specified sexual activities are possessed, displayed, exhibited, distributed, and sold.

2. Establishments exist or may exist within the Village where:
   a. The superficial tissues of one person are manipulated, rubbed, stroked, kneaded, or tapped by a second person, accompanied by the display or exposure of specified anatomical areas:

   b. Dancers, entertainers, performers, or other individuals, who, for forms of commercial gain, perform or are presented while displaying or exposing specified anatomical areas: or

   c. Lap dancing occurs.

3. The activities described in *subsections (1)* and *(2)* occur at establishments for the purpose of making a profit and, as such, are subject to regulation by the Village in the interest of the health, safety, and general welfare of Village residents.

4. The competitive commercial exploitation of such nudity and semi-nudity is adverse to the public's interest, quality of life, tone of commerce, and total community environment.

5. The commercial exploitation of nudity and semi-nudity consists of the use of nude and seminude entertainment in connection with or for the promotion of the sale of goods or services, and the receipt of money by the person engaging in nude or seminude entertainment in exchange for or as consideration for nude or seminude performance by

such individuals.

6. The commercial exploitation of nude and seminude acts, exhibitions, and nude entertainment occurs frequently at commercial establishments either selling or allowing consumption of *Alcoholic Beverages* on the premises.

7. There is a direct relationship between the consumption of alcoholic beverages and the nude and seminude activities mentioned above, and an increase in criminal activities, disturbances of the peace and good order of the community. The occurrence of these activities is hazardous to the health and the safety of those persons in attendance and tends to depreciate the value of adjoining property and harm the economic welfare of the community as a whole.

8. The combination of the sale and consumption of alcoholic beverages with the performance of nude and seminude acts, exhibitions and entertainment is adverse to the public's interest and the quality of life, tone of commerce, and total community environment in the *Village*.

9. To promote and preserve the public peace and good order and to safeguard the health, safety, and welfare of the community and its citizens, it is necessary and advisable for the Village to prohibit nude and seminude acts, exhibitions, and entertainment establishments at which alcoholic beverages are, or are available to be~~.~~ sold or consumed.

10. There is a direct relationship between the display or depiction of specified anatomical areas as defined in this ~~c~~Chapter and an increase in criminal activities and disturbances of the peace and good order of the community, and the occurrence of these activities is hazardous to the health and safety of those persons in attendance and tends to depreciate the value of adjoining property and harm the economic welfare of the community as a whole. These secondary effects are adverse to the public's interest and quality of life, tone of commerce, and total community environment in the Village.

11. When the activities described in *subsections (1)* and *(2)* take place in establishments within the Village, other activities that are illegal or unhealthy tend to accompany them, concentrate around them, and be aggravated by them. Such other activities include, but are not limited to, prostitution, solicitation for prostitution, lewd and lascivious behavior, possession, distribution and transportation of obscene materials, sale or possession of controlled substances, and violent crimes against persons and property.

12. When the activities described in *subsections (1)* and *(2)* are present in establishments within the Village, they tend to blight neighborhoods, adversely affect neighboring businesses, lower property values, foster an atmosphere that promotes crime, and ultimately lead residents and businesses to move to other locations.

13. The establishments used for the activities described in *subsections (1)* and *(2)* are frequently used for unlawful and unhealthy sexual activities, including prostitution and sexual liaisons of a casual nature.

14. To preserve and safeguard the health, safety, and general welfare of the people of the Village, it is necessary and advisable for the Village to obtain sufficient information regarding the owners of establishments where the activities described in *subsections (1)* and *(2)* occur in order to preclude the involvement of organized crime.

C. *Authority*.

This section is enacted pursuant to the Village's home rule power to enact regulations to protect the public health, safety, and general welfare of the residents of the Village; and the Village's authority to regulate the sale and consumption of alcoholic beverages under the *Twenty-First Amendment* of the Constitution of the United States.

§ 12.2 – Definitions.

For the purpose of this ~~s~~Section, the following definitions shall apply unless the context clearly indicates or requires a different meaning. These definitions shall be in addition to the terms relevant to this ~~s~~Section provided in *Chapter 119* Code of Ordinances.

1. *Adult entertainment establishment* shall mean:
   A. Any adult arcade, adult theater, adult bookstore/adult video store, adult modeling establishment, adult motel, encounter studio, or adult dancing establishment as these uses are defined in Chapter 119 Code of Ordinances; or any other establishment or business operated for commercial gain where any employee, operator or owner exposes his or her specified anatomical area for viewing by patrons, including but not limited to massage establishments, whether or not licensed pursuant to *Chapter 480*, Florida Statutes, tanning salons, modeling studios, or lingerie studios.

   B. Any establishment where an action is taken which is intended to amuse and which is distinguished or characterized by an emphasis on material depicting, describing, or relating to specified sexual activities or specified anatomical areas or which features topless dancers, exotic dancers, strippers, male or female impersonators, the modeling of clothing revealing, or less than completely and opaquely covering, specified anatomical areas, or similar activities.

   C. An adult entertainment establishment shall include the entire site on which the adult entertainment establishment is located, including the exterior and interior of the establishment, or any portion thereof, upon which the activities or operations described in *subsections (1)* and *(2)* above are being conducted for commercial gain.

   D. Excluded from this definition are any educational institutions, as defined in Chapter 119 Code of Ordinances, where the exposure of specified anatomical areas is associated with a curriculum or program.

   E. An establishment that possesses an adult entertainment license is presumed to be an adult entertainment establishment.

2. *Adult material* shall mean any one or more of the following, regardless of whether it is new or used:
   A. Books, magazines, periodicals or other printed matter, photographs, films, motion

pictures, video cassettes, slides, or other visual representations; recordings, other audio matter; and novelties or devices which have as their primary or dominant theme subject matter depicting, exhibiting, illustrating, describing, or relating to specified sexual activities or specified anatomical areas; or

B. Instruments, novelties, devices, or paraphernalia that are designed for use in connection with specified sexual activities.

3. *Massage establishment* shall mean:

A. Any shop, parlor, establishment, or place of business wherein all of any one or more of the following named subjects and methods of treatments are administered or practiced: body massage either by hand or by any mechanical or electrical apparatus or device (excluding fever therapy), apply such movements as stroking, friction, rolling, vibration, kneading, cupping, petrissage, rubbing, effleurage, or tapotement.

B. Provided, however, that, for the purpose of this section, the terms "massage establishment" shall not include any massage establishment wherein at least one state licensed massage therapist is employed and on duty full time during the hours opened for business.

C. Nothing in this section shall be construed as applying to state licensed massage therapist, barbers, cosmetologists, manicurists, pedicurists, physical therapists' assistants, midwives, practical nurses, agents, servants of employees in licensed hospitals or nursing home or other licensed medical institutions, licensed physicians, osteopaths, chiropractors, podiatrists, naturopathic physicians or other licensed medical practitioners, or their agents, or employee acting in the course of such agency, service or employment under the supervision of the licensee.

§ 12.3 – Permitted ~~U~~use ~~S~~schedule.

Adult entertainment establishments are permitted in the *General Commercial (CG) Zoning district*, subject to distance requirements set forth below.

§ 12.4 – Regulations.

A. *Required approval.*

An application for an adult entertainment establishment requires the approval of the *Village Commission* after a public hearing. No application for an adult entertainment establishment shall be presented to the Village Commission unless it satisfies the following requirements:

1. The adult entertainment establishment must be located on a parcel of land located in the CG zoning district.

2. The adult entertainment establishment must be located:

a. At least 500 feet from any residentially zoned district as designated on the Village's official *Zoning District Map*, and at least 500 feet from any property on which over 25 percent of the floor area is devoted to residential use; and

b. At least 500 feet from any area of land upon which a religious facility, public school,

private school, public park, public playground, library, daycare center or nursery for children is located; and

c. At least 500 feet from any *Hotel* or *Motel*; and

d. At least 1,000 feet of from any parcel of land upon which another adult entertainment establishment is located; and

e. At least 350 feet from a *Building* that contains a business that sells or dispenses *Alcohol.*

3. No variance shall be granted to the spacing requirements of subsection (2) above.

4. The minimum distance separation shall be measured by following a straight line from any portion of the building used for such purpose, or any building located on the property, of the adult entertainment establishment to:
   a. The nearest point of the property designated as residential on the Village's official zoning district map; or

   b. The nearest point of the residential area of any property on which over 25 percent of the floor area is devoted to residential use; or

   c. The nearest point of any area used for a religious facility, public school, private school, public park, playground, library, daycare center or nursery for children, hotel, or motel.

5. In cases where a minimum distance is required between an adult entertainment establishment and another adult entertainment establishment, or an establishment licensed to sell or serve alcohol, the distance under this section shall be measured from the *Building Line* of the existing licensee to the building line of the proposed licensee and shall be the airline distance between the two buildings.

6. The applicant must show a possessory interest in the property (ownership, leasehold, or contract to purchase/lease) by sufficient documentation.

B. *Expiration of approval.*

Approval of an adult entertainment establishment shall lapse after 24 months unless:

1. A business tax receipt or building permit has been issued, or

2. The next phase of development has been initiated, or

3. The *Village Commission* has specified a longer approval period.

C. *Application requirements.*

An application for approval of an adult entertainment establishment shall, in addition to the requirements of *Chapter 5* of the Village Code of Ordinances, include:

1. A property survey by a registered surveyor;

2. A letter of intent;

3. Certified distance survey from a registered land surveyor in the state showing that such

use meets the distance requirements as set forth in this section. Such sketch shall indicate the distance between the proposed adult entertainment establishment and:

a. Any other adult entertainment establishment; and

b. Any establishment licensed to sell or serve *Alcohol*; and

c. Any area used for a religious facility, public school, private school, public park, public library, playgrounds, day care center or nursery for children, *Hotel,* or *Motel*; and

d. Any *Residential Zoning District*; and

e. The residential area of any property on which over 25 percent of the floor area is devoted to residential use.

Each sketch shall indicate all such distances and routes. In case of a dispute, the measurement scaled by the *Village* shall govern.

4. Where the use includes a vehicular use area or landscaped buffer, a proposed landscape plan and information regarding permanent maintenance arrangements;

5. A neighborhood location map showing all surrounding zoning, land use designations and existing uses located within 500 feet of the proposed site;

6. Documents establishing ownership of the property, valid leasehold, or a contractual interest in a future ownership or leasehold.

7. The proposed activities and specific type of adult entertainment establishment proposed.

8. For adult entertainment establishments to be established in new construction, a sketch and description showing all new and existing structures on the property, interior layouts, and proposed parking areas.

9. For adult entertainment establishments to be established in redeveloped sites, a sketch and description or building plan that details all proposed interior and exterior changes to any existing *Building* or *Structure*.

D. *Review of applications.*

Applications shall be reviewed and be approved or denied by the *Village Commission* within 60 days of the applicant filing a complete application with the *Village*, as follows:

1. No application shall be accepted until it is deemed complete by the *Village Planner*.

2. The Village Planner shall review all of the information submitted to determine conformity with this ~~s~~Section.

3. The submitted application will be reviewed for completeness within 20 business days, and any corrections, revisions or deficiencies provided to the applicant within that 20-day period.

4. Upon each re-submittal of corrected plans, the Village Planner shall have ten business days to review the application and provide any corrections, revisions, or deficiencies to the applicant. This process shall continue until the applicant has submitted a complete

application, or demands that the application be reviewed as is, without further revisions.

5. If an applicant fails to provide additional information as requested by the Village Planner within two months of the request or respond to the Village Planner with a time when the information will be submitted, the application shall be deemed to be withdrawn by the applicant. The applicant shall be entitled to one 60-day extension upon request, providing the request for extension is granted prior to the expiration of the two-month period.

6. The Village Commission shall approve or deny the permit within 60 days of the Village's receipt of the complete application, or the applicant's demand for review as submitted, based on whether it complies with the requirements of this section. A written notice of the Village Commission's decision shall be provided to the applicant, either in the form of an approved permit or written notice of denial. Such notice shall describe the applicant's appeal rights and be provided to the applicant within ten (10) business days of the decision.

E. *Minimum space requirements.*

An adult dancing establishment shall be subject to the minimum space requirements (for parking) as provided for "Restaurants, Lounges and Nightclubs," in *Section 9.3(C)(3)* of this Code.

F. *Regulation of obscenity subject to state law.*

It is not the intent of the *Village Commission* to legislate with respect to matters of obscenity. These matters are regulated and preempted by general law.

G. *Regulation of massage establishments subject to state law*.

It is not the intent of the Village Commission to legislate, limit, or conflict with respect to matters pertaining to massage establishments that are regulated by state agency, the department of business and professional regulation, board of massage, and by general law, *Chapter 480*, Florida Statutes.

H. *Appeal*.

The applicant may appeal the decision of the Village Commission by filing a timely notice of appeal with any court of competent jurisdiction in Miami-Dade County in accordance with applicable law and court rules.

CHAPTER 13, VACATION RENTAL LICENSES

PART 1
REGULATIONS FOR LEGAL NONCONFORMING VACATION RENTAL LICENSES

DIVISION 1, GENERAL PROVISIONS

§ 13.1 - Legislative intent, purpose, and findings.

A. *Intent*.

Vacation rentals are prohibited in the *Village's Residential Districts*. Since before June 1, 2011 and through the present, through its *Comprehensive Plan* and Unified Land Development Code (which was comprised of the Village's Land Development Regulations and Zoning Code until the adoption of *Ordinance No. 2017-007* on September 19, 2017), the *Village* has consistently provided that residential districts are intended for permanent housing. The provisions of the current Comprehensive Plan and ULDC, although amended after 2011, are identical in providing only for permanent housing in the Village's residential zoning districts, and are otherwise materially and substantially consistent with the Village's pre-2011 Comprehensive Plan and Land Development Regulations. Despite this, the Village previously created, and issued licenses pursuant to, a Vacation Rental License Program codified in a prior *Chapter 13* of the ULDC by *Ordinance No. 2016-005*, as amended, which was not consistent with these standards and, by virtue of its non-severability, has been found void *ab initio* along with all amendments thereto.

B. *Purpose*.

The purpose of this Part 1 of this Chapter is to recognize the existence of legal nonconforming vacation rental licenses for the reasons set forth below and authorize the licensees' ability to operate the licensed property as a vacation rental in a way that curbs their negative impacts and promotes public health, safety, welfare, and convenience through regulations and standards for short-term vacation rental properties by providing:

1. For the continued existence of vacation rental license as long as the same ownership remains, consistent with the prior Chapter 13;
2. For safety and operational requirement;
3. For parking standards;
4. For solid waste handling and containment;
5. For licensure requiring posting of vacation rental information; and
6. For administration, penalties and enforcement.

C. *Findings*.

1. The Village's Pre-2011 Comprehensive Plan Required, and the Current Comprehensive Plan Continues to Require, Permanent Housing in Residential Districts.

The Village's *Comprehensive Plan* has consistently required that residential districts be used for permanent housing since before 2011. The December 11, 2007 amendments to the Village's Comprehensive Plan, the last amendments prior to 2011 that amended the *Future Land Use Element* of the Comprehensive plan, provides the same language regarding permanent housing as the Village's current Comprehensive Plan. Specifically, *Policy 2.1.1a* of the Future Land Use Element of the pre-2011 Comprehensive Plan provides that it is the Village's policy to adopt, among other land use categories, a residential category "with dwelling units used for permanent housing." Similarly, the current Comprehensive Plan provide in *Policy 2.1.2* of the Future Land Use Element that it is the Village's policy to adopt, among other land use categories, a residential category "with *Dwelling Units* used for permanent housing."

2. The Village's Pre-2011 Comprehensive Plan Required, and the Current Comprehensive Plan Continues to Require, Permanent Housing in Residential Districts.

As reflected in its *Comprehensive Plan* and land development regulations, it has been -since before June 1, 2011- and remains the Village's intent, policy, and law, that residential lands be used for permanent housing, and both the plain meaning of "permanent resident" and its treatment in the Village's Comprehensive Plan and ULDC excludes transient or temporary housing from the Village's residential zoning districts.

Pursuant to *Chapter 163, Part II*, Florida Statues, on September 19, 2017, the *Village Commission* adopted *Ordinance No. 2017-007* which repealed the Village's Consolidated Land Development Regulations, repealed *Chapter 152*, "Zoning" of the Village's Code of Ordinances, repealed *Chapter 155* "Design Guideline Standards" of the Village's Code of Ordinances, and created the Village's Unified Land Development Code (the "ULDC"). With the adoption of *Ordinance No. 2017-007* on September 19, 2017, the Village's Zoning Code (*Chapter 152* of the Code of Ordinances) and Land Development Regulations were consolidated into the ULDC is materially and substantially the same as the Land Development Regulations in requiring that the residential districts be used or intended to be used for permanent housing.

Prior to 2011 and up to and including the present, *Section 3.2.1* of the Village's Land Development Regulations provided for residential districts, which were described to encompass "all areas with dwelling units used or to be used for permanent housing." (See Supplement 5 of August 31, 2007). Upon adopting the ULDC, the Village's existing, pre-2011 policy that the Village's residential districts be used or intended to be used for permanent housing was carried forward in the Village's ULDC.

The intent of the ULDC provides for the relationship between the ULDC and the Comprehensive Plan. *Section 2.1* of the ULDC states, "The future land use element of the adopted Comprehensive Plan for North Bay Village describes the Future Land Use categories within the Village. These land use categories are illustrated on the future land use map in the Comprehensive Plan. All future development or redevelopment of property within North Bay Village must be consistent with the goals, objectives, and policies expressed in the adopted Comprehensive Plan and with the future land use map. The Unified Land Development Code

is intended to implement the Comprehensive Plan. In the event of a conflict between the Comprehensive Plan and the Unified Land Development Code, or any other Village regulation, the provisions of the Comprehensive Plan shall take precedence."

The introduction of *Section 2.2* of the ULDC provides, "The future land use categories defined in the future land use element and delineated on the future land map in said element shall be the determinants of permissible activities on any parcel of land within the *Village*. They are established to regulate and restrict the location of commercial, public, and semi-public uses, and residences, and the location of buildings erected or altered for specific uses to regulate or limit population density, and intensity of use of lot areas. The *Zoning Districts* and associated regulatory provisions identified in the Unified Land Development Code are intended to implement the goals, objectives and policies and Future Land Use Map in the Comprehensive Plan. In the event of a conflict between a provision in the Comprehensive Plan and any provision regulating development within a zoning district, the provisions of the Comprehensive Plan shall take precedence."

Section 2.2(A) of the ULDC provides, "There are three residential future land use categories in the Village's Comprehensive Plan that are applied to lands throughout the Village. Lands located within these categories are to be devoted to *Dwelling Units* used or intended to be used for permanent housing."

Sections 3.2.2., *3.2.4.*, and *3.4.2.* of the pre-2011 Land Development Regulations specifically provided for transient residential uses in the commercial and *Mixed-Use Zoning Districts* of the Village, while none of the residential zoning districts provided for such uses.

In a singular manner, *Section 152.031* of the pre-2011 zoning code specifically provides for tourist accommodations, *Hotels*, *Motels*, time-shares, and other forms of transient lodging or units as uses permitted in the Limited Commercial zoning district, while none of the Village's residential zoning districts provided for such uses.

The distinction between residential zoning districts providing for permanent housing and commercial/mixed use zoning districts providing for transient housing remains in effect to date. See *Sections 2.2.A.* and *B*. and *8.10.E* of the ULDC.

3. The Village's Charter Supports Residential Uses Only for North Bay Island.

The Village's interests in protecting lands to be used for permanent housing are further bolstered by *Section 9.07*, "North Bay Island Zoning" of the ~~Vilage~~ Village Charter, which provides, and has provided since before June 1, 2011, that "Land use and future development of North Bay Island in the Village is hereby restricted to single family residential usage."

4. The Village's Requirement of Permanent Housing in Residential Districts Existed Prior to the State's Preemption of Vacation Rental Regulation, and Remains in Effect, and is Therefore *Legal Nonconforming*.

Chapter 509, Florida Statues provides the regulatory framework for public lodging establishments. The State of Florida has preempted the regulation of the operation of public lodging establishments in *Section 509.032(7)*, Fla. Statues. *Section 509.013(4)(a)(2)*, Florida

Statues, defines a "nontransient public lodging establishment" as "any unit, group of units, dwelling, building, or group of buildings within a single complex of buildings which is rented to guests for periods of at least 30 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests for periods of at least 30 days or 1 calendar month." *Section 509.013(4)(a)(1),* Florida Statues, defines a "transient public lodging establishment" as "any unit, group of units, dwelling, building, or group of buildings within a single complex of less than 30 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests."

In 2011, the Florida Legislature created a new classification of public lodging establishment known as "vacation rental" defined in *Section 509.242(1)(c),* Florida Statues, as "any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family, or four-family house or dwelling units that is also a transient public lodging establishment but that is not a timeshare project." Also in 2011, the Florida Legislature expanded the preemption of local regulation by adopting the following language in *Section 509.031(7)(b),* Florida Statues (2011): "A local law, ordinance, or regulation may not restrict the use of vacation rentals, prohibit vacation rentals, or regulate vacation rentals based solely on their classification, use, or occupancy. This paragraph does not apply to any law, ordinance, or regulation adopted on or before June 1, 2011."

A version of this preemption remains in place with the same date as follows: "A local law, ordinance, or regulation may not prohibit vacation rentals or, regulate the duration or frequency of rental of vacation rentals. This paragraph does not apply to any local law, ordinance, or regulation adopted on or before June 1, 2011." See *Section 509.032(7)(b)*, Florida Statues (2021).

On April 12, 2016, the *Village Commission* adopted *Ordinance No. 2016-005* to amend *Chapter 152*, "Zoning" of the Village's Code to create *Section 152.112*, "Vacation Rental License Program" allowing persons to obtain licenses to operate single-family houses or dwelling units as vacation rental in the Village's *RS-1 and RS-2 Residential Zoning Districts*, which licenses were nontransferable (the "Vacation Rental Regulations").

The Vacation Rental Regulations were amended and renumbered by several ordinances. On December 13, 2016, the Village Commission adopted *Ordinance No. 2016-010* to make the *RM-40* and *RM-70 Zoning Districts* subject to the Village's Vacation Rental Regulations. On September 19, 2017, upon adoption of the ULDC, the Village's Vacation Rental Regulations previously set forth in *Section 152.112* were renumbered and set forth in Chapter 13 of the ULDC, but were otherwise unchanged. On January 9, 2018, the Village Commission adopted *Ordinance No. 2018-002*, further modifying the Vacation Rental Regulations to intensify notice, application, requirements, and code violation penalties. Collectively, *Ordinance Nos. 2016-005*, *2060-010*, *2018-002*, and *2019-013*, which were previously codified in Chapter 13 of the ULDC, are referred to as the "Vacation Rental Ordinances."

Section 5 of *Ordinance No. 2016-005* adopting the Vacation Rental Regulations provides that "The provisions of this Ordinance are declared to be non-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 render this Ordinance void in its entirety." In light of the Village's *Comprehensive Plan*, Charter, and land development regulations (as currently set forth in the ULDC and as previously provided in *Chapter 152*, "Zoning" and separate Land Development Regulations), all of which provide that residential districts must be used for permanent housing, the Village Commission has found that the Vacation Rental Ordinances are invalid, as vacation rentals are not permanent housing and were prohibited in the Village's residential districts since before June 1, 2011.

For the foregoing reasons, the Village Commission has found that the Vacation Rental Ordinances were void *ab initio* and has repealed the Vacation Rental Ordinances from the ULDC concurrently with the adoption of this Part 1 of this Chapter.

5. Intent to Provide for Legal Nonconforming Right of Existing License Holders and Regulations Related To Their Operations.

Despite finding that the Vacation Rental Ordinances are void, the Village Commission recognizes that there are property owners who have relied upon these ordinances in good faith to their substantial detriment, and have applied for and received a Vacation Rental License pursuant to the Vacation Rental Ordinances that were effective as to each owner but were not transferrable (the "Existing License Holders").

The Village Commission therefore recognizes the legal nonconforming right of the Existing License Holders to continue using their properties as vacation rentals, subject to their continued compliance with the regulations provided in this Part 1 of this Chapter.

§ 13.2 – Definitions.

For the purpose of this Part 1 of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

1. *Agent.* A person or entity retained by an owner to carry out the duties and functions of an owner. All references to "owner" in this Part 1 of this Chapter shall be construed to include a designated agent. The owner must notify the *Village* in writing, on a form provided by the Village, of the identity and contact information of such agent, the vacation rental for which the agent is designated, and the specific duties that the agent will be performing for the owner. The owner may change the designation of agent at any time through the filing of a new form and the payment of an administrative fee in an amount as set y resolution by the *Village Commission*. The owner shall be held responsible for all actions of such designated agent with respect to the applicable vacation rental.

2. *Bedroom*. A room or enclosed floor space used or intended to be used for living or sleeping purposes, excluding kitchens, bathrooms, shower rooms, water closet compartments, laundries, pantries, foyers, connecting corridors, closets, and storage space.

3. *License.* A vacation rental license issued by the Village.

4. ~~4.~~ *Occupant*. Any person who occupies, either during the day or overnight, a vacation rental.

5. *Owner.* Is the fee simple owner of the vacation rental, whether an individual, partnership, corporation, limited liability company, trust, or other entity. In the event the owner is not an individual, each and every person who owns ~~10~~ ten percent (10%) or more of the equitable interest in the vacation rental shall also be deemed an owner. Includes an agent designated by the owner to perform the duties and functions of the owner.

6. *Transient public lodging establishment.* Any unit, group of units, *Dwelling*, *Building* or group of buildings within a single complex of buildings which is rented to guests more than three times in a calendar year for periods of less than 30 days or ~~1~~ one calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.

7. *Vacation rental*. Any individually or collectively owned *Single-* or *Multi-Family House* or *Dwelling Unit* that is also a transient public lodging establishment, and is located in an area zoned *RS-1*, *RS-2*, *RM-40*, *or RM-70*. Includes the yards, driveways, and curtilage of any detached dwelling unit. For properties with split zoning (where a portion of the *Structure* with residential uses is zoned one of the listed residential districts and a portion is zoned a non-residential district), the property shall be deemed to be non-residentially zoned for purposes of this Chapter and regulated by Part 2. If the portion of the property with non-residential zoning only contains parking or nonresidential uses, then the residential portion of the property shall be deemed residential for purposes of this Chapter and regulated by Part 1.

8. *Vacation rental representative*. The owner or the person designated by the owner of the vacation rental to be called upon to answer and be responsible for the maintenance of the vacation rental and the conduct and acts of occupant(s) of vacation rental properties.

9. *Village*. North Bay Village, Florida, as geographically described in its Charter.

DIVISION 2, VACATION RENTAL LICENSE REQUIRED MAINTENANCE OF VACATION RENTAL LICENSE

§ 13.3 – Active license required.

A. Owners with an application for a license that the *Village* has deemed complete on or prior to July 19, 2022 shall be treated as license holders for purposes of this Division 2 if they diligently pursue the license approval process and obtained a license on or before December 31, 2023.

B. All vacation rentals must hold an active vacation rental license issued by North Bay Village to operate within the Village. A separate vacation rental license shall be required for each vacation rental. The operation of a vacation rental without license shall be a violation of this Part 1 of this Chapter every day of such operation without license shall constitute a separate violation.

C. Advertisement pertaining to a vacation rental shall be consistent with the requirements, restrictions and regulations for vacation rentals and shall contain, at a minimum, the occupancy limit and maximum parking available for the vacation rental. Any advertisement

inconsistent with the requirements, restrictions, regulations of vacation rental license program shall be deemed prima facie evidence in any enforcement action that a vacation rental is being operated in violation of this Part 1 of this Chapter.

§ 13.4 – Application for renewal or modification of a vacation rental license.

A. An owner seeking or modification of a vacation rental license shall submit to the *Village* a completed vacation rental license application in a form promulgated by the Village, together with an *Application Fee* in an amount set by resolution of the *Village Commission*.

B. A complete application for the renewal or modification of a vacation rental license shall demonstrate compliance with the standards and requirements set forth in this Part 1 of this Chapter through the following submittals:

1. A completed vacation rental license application form, which must identify:
   a. The name, address, and phone number of the owner, and sworn evidence to demonstrate that this fully discloses all owners of the vacation rental as defined herein;
      i. The address and legal description of the vacation rental; and
      ii. The name, address, and phone number of the vacation rental representative.
2. Payment of applicable fees.
3. A copy of the vacation rental's current and active license as a *Transient Public Lodging Establishment* with the *Florida Department of Business and Professional Regulation*.
4. A copy of the vacation rental's current and active certificate of registration with the *Florida Department of Revenue* for the purposes of collecting and remitting sales surtaxes, transient rental taxes, and any other taxes required by law to be remitted to the Florida Department of Revenue.
5. Evidence of the vacation rental's current and active account with the Miami-Dade County Tax Collector for the purposes of collecting and remitting tourist and convention development taxes and any other taxes required by law to be remitted to the *Miami-Dade County Tax Collector*.
6. A copy of the current *Local Business Tax Receipt*.
7. *Interior building sketch by floor.* A building sketch (may be hand drawn) by floor shall be provided, showing a floor layout, and demonstrating compliance with the standards and requirements set forth in this Part 1 of this Chapter. The sketch provided shall be drawn to scale, and shall show and identify all bedrooms, other rooms, exits, hallways, stairways, smoke and carbon monoxide detectors, swimming pools, fire extinguishers and exit signage/lighting.
8. An exterior site sketch (which may be hand drawn) showing and identifying all *Structures*, pools, spas, hot tubs, *Fencing*, and uses, including the number and the location of all *On-Site And Off-Site Parking Spaces* for the vacation rental, including identifying those parking spaces available for use by occupant(s).

9. Acknowledgement that each bedroom shall be equipped with an approved listed single-station smoke detector meeting the minimum requirements of the *NFPA*.
10. A section indicating the maximum occupancy of the vacation rental in accordance with *Section 13.14*.
11. A copy of the generic form vacation rental agreement to be used when contracting with occupants.
12. Statement as to whether the entire property, or just a part thereof (i.e., a room or rooms), will be used as a vacation rental.
13. Statement indicating how many times, and for how many days, the property was used as a vacation rental within the previous calendar year.
14. Notarized statement that the vacation rental representative has the permission of the owner and authority to offer the property as a vacation rental and act as the vacation rental representative in accordance with the duties prescribed in *Section 13.9.*

C. Incomplete applications will not be accepted, but will be returned with any fees submitted to the owner with a notation of what items are missing.

D. Vacation rental license applications shall be sworn to under penalty of perjury. Any false statements in an application shall be a basis for the revocation of any license issued pursuant to such application.

E. All vacation rental license applications that are not signed by the property owner must be accompanied by a signed and notarized letter providing the consent of the property owner for the application, with acknowledgement that the *Village* may impose, cite, and fine the property for violations of this Part 1 of this Chapter, as well as pursue all other available remedies which may include injunction relief, abatement of public nuisance, liens, imprisonment and other penalties as provided by law.

F. *Enforcement history.* When reviewing an application to renew a vacation rental license, the *Village Manager* or designee shall consider the violation history of the vacation rental identified in the application. If the violation history shows three or more violations of this Part 1 of this Chapter within the preceding 12 months from the application date, the Village Manager or designee shall not renew the vacation rental license unless:

1. All outstanding violations, fines or liens are satisfied and corrected; and
2. A bond, letter of credit, or escrowed funds in the amount of $10,000.00 is provided to the Village, in the form approved by the Village Manager. The bond shall be subject to forfeiture for future violations, as set forth in this Part 1 of this Chapter.

§ 13.5 - Modification of vacation rental license.

An application for modification of a vacation rental license shall be required in the event that any of the following changes to the vacation rental are proposed:

A. Change in the gross square footage.

B. Change in the number of bedrooms.

C. Change in the maximum occupancy.

D. Change in the number of parking spaces, or a change in the location of parking spaces.

E. Change in the number of bathrooms.

F. Any other material modifications that would increase the intensity of use.

§ 13.6 - Duration of vacation rental license.

The vacation rental license shall expire each September 30, and may be annually renewed thereafter by the owner if the vacation rental is in compliance with this Part 1 of this Chapter.

§ 13.7 - Renewal of vacation rental license.

An owner must apply annually for a renewal of the vacation rental license no later than 60 days prior to its expiration.

§ 13.8 - Licenses non-transferable, non-assignable.

Vacation rental licenses are non-transferable and non-assignable. If the ownership of any vacation rental is sold or otherwise transferred, any outstanding vacation rental license as to that vacation rental shall be null and void upon the sale or transfer. Transfers among entities of between legal and beneficial ownership where the same natural person remains in control before and after the transfer shall not be considered a transfer or assignment prohibited by this Section.

DIVISION 3, VACATION RENTAL REPRESENTATIVE

§ 13.9 - Duties of vacation rental representative.

Whenever any vacation rental is required to be registered under this Part 1 of this Chapter, the owner shall be designated as the vacation rental representative or appoint a person to serve as the vacation rental representative. The owner shall notify the *Village Manager* or designee in writing of the appointment within five days of being required to make such appointment, and shall thereafter notify the Village Manager or designee of any change of the vacation rental representative within five days of such change.

The designation of a vacation rental representative does not relieve the owner of the responsibility to comply with all state and local statutes and ordinances. Further, a vacation rental representative who accepts the designation to act on behalf of a property owner is held to the same standard as the property owner with respect to compliance with all statues and ordinances and may be cited for non-compliance with any code, rule, or ordinance applicable to the vacation rental.

Every vacation rental representative shall:

A. Be available by landline or mobile telephone answered by the vacation rental representative at the listed phone number 24-hours a day, seven (7) days a week to handle any problems arising from the vacation rental;

B. Be available with authority to address and coordinate solutions to problems with the vacation rental property 24 hours a day, seven (7) days a week and be physically present at the property within one (1) hour of notification to respond to occurrences including, but not limited to, emergencies, noise complaints, unpermitted events, and occupancy violations when determined by the *Police Department* that the presence of the vacation rental representative is required;

C. Conduct an on-site inspection of the vacation rental at the end of each rental period to ensure continued compliance with the requirements of this Part 1 of this Chapter;

D. Make available to the Village at any time requested a registration log with all occupant(s)' contact information and permanent address;

E. Provide written notice to prospective occupant(s), prior to occupancy of the vacation rental, of the vacation rental standards set forth herein and other applicable laws, ordinances, or regulations concerning noise, public nuisance, vehicle parking, solid waste collection, common area usage and occupancy limits;

F. Ensure compliance with all provisions of this Part 1 of this Chapter and promptly address and report violations of this Part 1 of this Chapter or of such other law or regulation of which the vacation rental representative knows or should know, to the *Village* or law enforcement, as appropriate;

G. Ensure that, at all times, all vehicles associated with The vacation rental are parked within the designated parking spaces and in compliance with the applicable laws, ordinances, and regulations set forth herein;

H. Ensure that all occupant(s) are aware that unauthorized occupants of any *Structure* or conveyance of the property that have been warned by the owner or vacation rental representative to leave and refuse to do so commit the offense of trespass of a structure or conveyance and will be charge under the State of Florida and local law; and

I. Post a *Sign* inside the vacation rental that clearly identifies the occupancy limit, maximum parking, and name and phone number of the vacation rental representative responsible for the property. The sign shall be posted inside if the residence next to the main entrance continuously during any period that the vacation rental license is active.

DIVISION 4, STANDARDS AND REQUIREMENTS FOR VACATION RENTALS

§ 13.10 - General.

The standards and requirements set forth in this ~~s~~Section shall apply to the rental, use, and occupancy of vacation rental in the *Village.*

§ 13.11 - Local phone service required.

At least one landline telephone with the ability to call 911 shall be available in the main level common area in the vacation rental.

§ 13.12 - ~~PARKING STANDARDS~~ Parking standards.

All parking must comply with this Part 1 of this Chapter, and all other applicable sections of the Village's *Code of Ordinances* and ULDC. In addition, all vehicles associated with the vacation rental, whether in the possession or control of the owner, vacation rental representative, or occupant(s), shall only be parked within a driveway or in a designated parking area as indicated on the vacation rental license application. Occupant(s) shall not be permitted to park more than two vehicles at any one time on the vacation rental property or on the *Street* or swale.

§ 13.13 - Solid waste handling and containment.

Solid waste containers sufficient to handle the maximum occupancy permitted shall be maintained in accordance with *Chapter 94*. All regulations regarding screening and storage of solid waste containers shall apply to vacation rentals. All solid waste containers shall be placed at curbside or other designated collection area only on scheduled collection days, no later than 7:00 a.m., and shall be removed therefrom that same day once collection has occurred.

Notice of the location of the ~~trash~~ solid waste storage containers and rules for collection shall be posted inside the vacation rental.

§ 13.14 - Maximum occupancy.

The maximum vacation rental occupancy shall not exceed any of the following standards:

A. Two (2) persons per bedroom. The number of bedrooms shall be based upon the property appraiser's residential profile of the property, and other documents of record, as needed;

B. T~~t~~he maximum occupancy shall be limited to ten (10) occupant(s) per vacation rental, the total size of the occupiable space or number of bedrooms notwithstanding;

C. Three (3) occupant(s) per one (1) *Off-Street Parking Space* legally available to the vacation rental, as required by duly approved site plan for the property or as required by the Code; ~~and~~

D. Any person present at the vacation rental after 11:00 p.m. on any night or before 7:00 am on any morning shall be considered an occupant for purposes of calculating maximum occupancy. Gratuitous guests of the occupant(s) do not count towards occupancy if they are not present between the hours of 11:00 pm and 7:00 am, but shall park in the designated locations.

§ 13.15 - Posting of vacation rental information.

Prior to the owner allowing another person to occupy the vacation rental, the owner shall post the following information.

A. In each vacation rental, located ~~outside on the back or~~ next to the main entrance door there shall be posted as a single page the following information:

1. The name, address, and phone number of the vacation rental representative;

2. The maximum occupancy of the vacation rental;

3. A statement advising the occupant(s) that any sound which crosses a property line at a

volume which is unreasonably loud is unlawful within the Village; as per the *Village Noise Ordinance.*

4. A sketch of the location of the designated parking spaces for use by occupant(s) and gratuitous guests;
5. The days and times of trash pickup;
6. The location of the nearest hospital; and
7. The local non-emergency police phone number.

B. A copy of the building evacuation map with a minimum size of 8-1/2" by 11" shall be provided to the occupant(s) upon the start of each vacation rental.

C. A sign shall be posted inside of the vacation rental that clearly identifies the occupancy limit, maximum parking, and name and phone number of the vacation rental representative. The sign shall be posted next to the main entrance of the vacation rental continuously during any period that the vacation rental license is active.

D. The foregoing shall be made a part of each rental agreement with occupant(s).

DIVISION 5, ADMINISTRATION, PENALTIES, AND ENFORCEMENT

§ 13.16 - Administration of vacation rental license program.

The ultimate responsibility for the administration of this Part 1 of this Chapter is vested in the *Village Manager*, or ~~his or her~~ designee, who is responsible for revoking, renewing, modifying, and suspending vacation rental licenses for existing vacation rental as set forth in this Part 1 of this Chapter.

§ 13.17 - Appeals.

Any decision of the *Village Manager*, or ~~his or her~~ designee, relating to the revocation, renewal, modification, or suspension of vacation rental license under this Part 1 of this Chapter shall be rendered in writing, and reviewed by the *Village Commission* if a notice by the owner is filed with the *Village Clerk* within ten (10) days after the action to be reviewed. The Village Clerk shall place the matter on the agenda of an upcoming meeting of the Village Commission, at which the matter will be reviewed. The decision of the Village Commission shall be final. Such final decision may be reviewed as permitted under Florida law.

§ 13.18 - Notice.

Any notice required under this Part 1 of this Chapter shall be accomplished by sending a written notification by U.S. Mail, postage paid, to the mailing address of the vacation rental representative set forth on documents filed with the *Village* under this subchapter, which shall be considered for all purposes as the correct address for service, or by personal service or delivery to the vacation rental representative.

§ 13.19 - Penalties and enforcement.

A. *By citation*.

Any violation of this Part 1 of this Chapter, or any rule adopted under this Part 1 of this Chapter, may be punished by citation, as specifically described in *Chapter 153, Code Enforcement* of the Code of Ordinances of North Bay Village, including but not limited to the requirements of a reasonable warning prior to issuance of a citation; provided, however, such violation shall be subject to a fine in the amount of $250.00, for the first offense, $500.00 for the second and subsequent offenses, plus a suspension of the vacation rental license or a refusal to ~~issue~~ renew a vacation rental license as provided hereinafter, following the second offense. A fine of $5,000.00 shall be imposed for the third and any subsequent offenses. Each day a violation exists shall constitute a separate and distinct violation.

B. *Other enforcement methods and penalties.*

Notwithstanding anything otherwise provided herein, violations of this Part 1 of this Chapter shall also be subject to all the enforcement methods and penalties that may be imposed for the violation of ordinances of the *Village* as provided in the *Village Code of Ordinances*. Nothing contained herein shall prevent the Village from seeking all other available remedies which may include, but not be limited to, injunctive relief, abatement of public nuisance, liens, fines, imprisonment, and other penalties as provided by law. For properties operating without a license as specified herein, incurring multiple code violations as specified herein, ~~and/~~or constituting a public nuisance, the *Village Manager* is authorized to initiate litigation to pursue other available remedies including, but not limited to, injunctive relief, abatement of public nuisance, recovery of liens and fines, and other causes of action, in court of competent jurisdiction.

C. *Suspension of license*.

1. In addition to any fines and any other remedies described herein or provided for by law, the Village Manager shall suspend a vacation rental license for six (6) months upon a second violation of this Part 1 of this Chapter in any in any continuous 12-month period, and for one year upon a third violation of this Part 1 of this Chapter in any continuous 12-month period. Violations subsequent to the third violation within the continuous 12-month period following the initial violation or ~~to~~ during the imposition of a suspension will result in the imposition of extensions of the suspension by one year per subsequent violation. Such suspension shall begin following notice, commencing either at the end of the current vacation rental agreement period, or after 30 calendar days, whichever is less.

2. For violations of the *Florida Building Code*, or *Florida Fire Prevention Code*, a vacation rental license shall be subject to temporary suspension starting immediately three (3) working days after citation for such violation if it is not corrected, re-inspected, and found in compliance, or as otherwise provided for tin the Florida Building Code or Florida Fire Prevention Code respectively.

3. The owner shall not be entitled to any refund of any portion of the annual fee paid for a license for any portion of the unexpired term of a license, because of suspension of the vacation rental license.

D. *Revocation/Denial of license*.

1. The Village Manager shall revoke or deny a renewal or modification of a vacation rental license issued under this Part 1 of this Chapter if the property owner has willfully withheld or falsified any information required for a vacation rental license.

2. The Village Manager may in addition to, or as an alternative to, the penalties of this section revoke or deny a renewal or modification of a vacation rental license issued under this Part 1 of this Chapter upon the third adjudication of a violation of this Part 1 of this Chapter, any Village ordinance, or state law by the vacation rental representative, owner, or occupant(s) of the vacation rental. Such denial or revocation is in addition to any other penalty or remedy available at law.

3. The owner shall not be entitled to any refund of the annual fee paid for a license for any portion of the unexpired term of a license, because of revocation or denial of the vacation rental license.

4. The licensee of a license that has been revoked loses the legal nonconforming right to maintain the revoked license or any license pursuant to Part 1 of this Chapter.

E. *Forfeiture of bond.*

1. Where a bond is required to renew a vacation rental license, if the vacation rental is cited for a violation of this Part 1 of this Chapter within 12 months of providing the bond, and hat citation is later resolved adversely to the owner or vacation rental representative, then the bond shall be deemed forfeited, and the vacation rental license for that vacation rental shall be revoked.

F. For all purposes under this Part 1 of this Chapter, service of notice on the vacation rental representative shall be deemed service of notice on the ~~property~~ owner and occupant(s).

G. No occupant(s) shall occupy a vacation rental, and no advertisement for the vacation rental shall occur during any period of suspension of a vacation rental's vacation rental license, or following the expiration, revocation, or denial of the license.

DIVISION 6, VESTING

§ 13.20 - Rental agreement vesting for properties with active vacation rental licenses.

It is recognized that there are likely existing rental/lease agreements for vacation rental ls as the time of passage of this Part 1 of this Chapter, or any amendment thereto, which may not be in compliance with the regulations herein. Rental agreements that were entered into prior to the date of adoption must comply with the requirements in effect at the time of execution of the rental agreement. No special vesting process or fee shall be required to obtain this vesting benefit. Rental agreements entered into after July 9, 2023 [VERIFY EFFECTIVE DATE] or any amendment thereto, must comply with this chapter, as it may be amended.

§ 13.21 – Vested rights determinations.

A. *Active license holders.*

The *Village* recognizes that certain owners have vested rights to maintain or extend rental licenses issued by the Village prior to July 9, 2023 [VERIFY EFFECTIVE DATE]. The Village finds that the holders of active vacation rental licenses on a list to be maintained by the *Village Clerk's office* shall continue to have the ability to utilize the property that is the subject of the license as a vacation rental in accordance with The regulations of this Part 1 of this Chapter until there is a transfer in ownership of the property as defined herein.

B. *Others.*

Between January 20, 2023 and April 19, 2023, any property owner claiming vested rights to vacation rental use who are not active vacation rental license holders may apply for a vested rights determination on a form determined by the Village, accompanied by an application fee to be established by resolution of the *Village Commission*, demonstrating their entitlement to vesting under Florida Law. The *Village Manager* may request additional information as may be appropriate for the evaluation of the application. The Village Manager shall review the application and any supporting documents and shall consult with other staff and the *Village Attorney's Office*, following which the Village Manager shall either grant the application for vested rights, or respond to the property owner in writing providing the reason(s) for denial. The decision shall be mailed by U.S. Mail to the address indicated on the application, return receipt requested.

C. *Appeal of vested rights determination.*

If the property owner disagrees with the determination of the Village Manager, he or she may file a written appeal of the decision to be heard by a hearing officer appointed for this purpose by the Village Commission within 30 days of the decision, specifying the bases for the claimed vested rights, on a form determined by the Village, accompanied by the payment of an appeal application fee to be established by resolution of the Village Commission. The hearing officer may grant the appeal only for an abuse of discretion.

D. *Effect of vested right determination.*

If vested rights to vacation rental use are found to exist, by the Village Manager or the Village Commission on appeal, the subject property shall be eligible to apply for insurance, extension, restoration, or modification of a vacation rental license, which may be granted upon compliance with all requirements of this Part 1 of this Chapter. Upon issuance, extension, restoration or modification of the license, the holder of the active vacation rental license will be added to the list of properties maintained by the *Village Clerk,* and shall have the ability to utilize the property as a vacation rental in accordance with the regulations of this Part 1 of this Chapter until there is a transfer in ownership of the property.

§ 13.22 – 13.50. Reserved.

PART 2
VACATION RENTAL LICENSES IN NON-RESIDENTIAL ZONING DISTRICTS

DIVISION 1. GENERAL PROVISIONS

§ 13.51 Legislative intent.

This Part 2 of this Chapter is intended to provide regulations for the issuance and maintenance and the potential enforcement, suspension, or revocation of vacation rental licenses in the *Non-Residential Zoning Districts* of the *Village*.

§ 13.52 Definitions.

For the purpose of this Part 2 of this Chapter, the following definitions hall apply unless the context clearly indicates or requires a different meaning.

1. *Agent.* A person or entity retained by an owner to carry out the duties and functions of an owner. All references to "owner" in this Part 2 of this Chapter shall be construed to include a designated agent. The owner must notify the *Village* in writing, on a form provided by the Village , of the identity and contact information of such agent, the vacation rental for which the agent is designated, and the specific duties that the agent will be performing for the owner. The owner may change the designation of agent at any time through the filing of a new form and the payment of an administrative fee in an amount as set by resolution by the *Village Commission*. The owner shall be held responsible for all actions of such designated agent with respect to the applicable vacation rental.
2. *Bedroom.* A room or enclosed floor space used or intended to be used for living or sleeping purposes, excluding kitchens, bathrooms, shower rooms, water closet, compartments, laundries, pantries, foyers, connecting corridors, closets, and storage space.
3. *License.* A vacation rental license issued by the Village pursuant to this Part 2 of this Chapter.
4. *Occupant.* Any person who occupies, either during the day or overnight, a vacation rental.
5. *Owner.* Is the fee simple owner of the vacation rental, whether an individual, partnership, corporation, limited liability company, trust, or other entity. In the event the owner is not an individual, each and every person who owns ten percent (10%) or more of the equitable interest in the vacation rental shall also be deemed an owner. Include an agent designated by the owner to perform the duties and functions of the owner.
6. *Transient public lodging establishment.* Any unit, group of units, *Dwelling*, *Building* or group of buildings within a single complex of buildings which is rented to guests more than three times in a calendar year for periods of less than 30 days or one calendar month, whichever is less, or which is advertised or held out of the public as a place regularly rented to guests.
7. *Vacation rental.* Any individually or collectively owned single- or multiple-family house or *Dwelling Unit* that is also a transient public lodging establishment, and is located in a non-

residential zoning district. Includes the *Yards*, driveways, and curtilage of any detached dwelling unit.

8. *Vacation rental representative.* The owner or the person designated by the owner of the vacation rental to be called upon to answer and be responsible for the maintenance of the vacation rental and the conduct and acts of occupant(s) of the vacation rental properties.

9. *Village.* North Bay Village, Florida, as geographically described in this Chapter.

DIVISION 2. VACATION RENTAL LICENSE

§ 13.53 Active license required.

A. All vacation rentals must hold an active vacation rental license issued by North Bay Village to operate within the *Village*. A separate vacation rental license shall be required for each vacation rental. The operation of a vacation rental without license shall be a violation of this Part 2 of this Chapter. Every day of such operation without license shall constitute a separate violation.

B. Advertisements pertaining to a vacation rental shall be consistent with the requirements, restrictions and regulations for vacation rentals and shall contain, at a minimum, the occupancy limit and maximum parking available for the vacation rental. Any advertisement inconsistent with the requirements, restrictions, regulations of the vacation rental license program shall be deemed prima facie evidence in any enforcement action that a vacation rental is being operated in violation of this Part 2 of this Chapter.

§ 13.54 Application for issuance, renewal, or modification of a vacation rental license.

A. An owner seeking initial issuance of a vacation rental license, or renewal or modification of a vacation rental license shall submit to the *Village* a completed vacation rental application in a form promulgated by the Village, together with an application fee in an amount set by resolution of the *Village Commission*.

B. A complete application for the initial issuance, or the renewal or modification of a vacation rental license shall demonstrate compliance with the standards and requirements set forth in this Chapter through the following submittals:

1. A completed vacation rental license application form, which must identify:
   a. The name, address, and phone number of the owner, and sworn evidence to demonstrate that this fully discloses all owners of the vacation rental as defined herein;
   b. The address and legal description of the vacation rental; and
   c. The name, address, and phone number of the vacation rental representative.
2. Payment of applicable *Fees*.

3. A copy of the vacation rental's current and active license as a Transient Public Lodging Establishment with the *Florida Department of Business and Professional Regulation*.

4. A copy of the vacation rental's current and active certificate of registration with the *Florida Department of Revenue* for the purposes of collecting and remitting sales surtaxes, transient rental taxes, and any other taxes required by law to be remitted to the Florida Department of Revenue.

5. Evidence of the vacation rental's current and active account with the *Miami-Dade County Tax Collector* for the purposes of collecting and remitting tourist and convention development taxes and any other taxes required by law to be remitted to the Miami-Dade County Tax Collector.

6. A copy of the current *Local Business Tax Receipt.*

7. Interior building sketch by floor. A building sketch (may be hand drawn) by floor shall be provided, showing a floor layout, and demonstrating compliance with the standards and requirements set forth in this part 2 of this chapter. The sketch provided shall be drawn to scale, and shall show and identify all bedrooms, other rooms, exists, hallways, stairways, smoke and carbon monoxide detectors, swimming pools, fire extinguishers and exit signage /lighting.

   An exterior site sketch (which may be hand drawn) showing and identifying all *Structures*, pools, spas, hot tubs, *Fencing*, and uses, including the number and the location of all *On-Site And Off-Site Parking Spaces* for the vacation rental, including identifying those parking spaces available for use by occupant(s).

8. Acknowledgement that each bedroom shall be equipped with an approved listed single-station smoke detector meeting the minimum requirements of the *NFPA*.

9. A section indicating the maximum occupancy of the vacation rental in accordance with *Section 13.64*.

10. A copy of the generic form vacation rental agreement to be used when contracting with occupant(s).

11. **Missing**

12. **Missing**

13. **Missing**

14. Statement as to whether the entire property, or just a part thereof (i.e., a room or rooms), will be used as a vacation rental.

15. Statement indicating how many times, and for how many days, the property was used as a vacation rental within the previous calendar year.

16. Notarized statement that the vacation rental representative has the permission of the owner and authority to offer the property as a vacation rental and act as the vacation rental representative in accordance with the duties prescribed in *Section 13.59*.

C. Incomplete applications will not be accepted, but will be returned with any *Fees* submitted to the owner with a notation of what items are missing.

D. Vacation rental license application shall be sworn to under penalty of perjury. Any false statements in an application shall be a basis for the revocation of any license issued pursuant to such application.

E. All vacation rental applications that are not signed by the owner must be accompanied by a signed and notarized letter providing the consent of the owner for the application, with acknowledgement that the *Village* may impose cite and fine the property for violations of this Part 2 of this Chapter, as well as pursue all other available remedies which may include injunction relief, abatement of public nuisance, liens, imprisonment, and other penalties as provided by law.

F. Enforcement history. When reviewing an application to renew a vacation rental license, the *Village Manager*, or designee, shall consider the violation history of the vacation rental identified in the application. If the violation history shows three or more violations of this Part 2 of this Chapter within the preceding 12 months from the application date, the Village Manager or designee shall not renew the vacation rental license unless:

1. All outstanding violations, fines or liens are satisfied and corrected; and

2. A bond, letter of credit, or escrowed funds in the amount of $10,000.00 is provided to the Village, in the form approved by the Village Manager. The bond shall be subject to forfeiture for future violations, as set forth in this Part 2 of this Chapter.

§ 13.55 Modification of vacation rental license.

An application for modification of a vacation rental license shall be required in the event that any of the following changes to the vacation rental are proposed:

A. A change in the gross square footage.

B. A change in the number of bedrooms.

C. A change in the maximum occupancy.

D. A change in the number of parking spaces, or a change in the location of parking spaces.

E. A change in the number of bathrooms.

F. Any other material modifications that would increase the intensity of use.

§ 13.56 Duration of vacation rental license.

The vacation rental license shall expire each September 30, and may be annually renewed thereafter by the owner if the vacation rental is in compliance with this Part 2 of this Chapter.

§ 13.57 Renewal of vacation rental license.

An owner must apply annually for a renewal of the vacation rental license no later than 60 days prior to its expiration.

§ 13.58 Licenses non-transferable, non-assignable.

Vacation rental licenses are non-transferable and non-assignable. If the ownership of any vacation rental is sold or otherwise transferred, any outstanding vacation rental license as to that vacation rental shall be null and void upon the sale or transfer. Transfers among entities or between legal and beneficial ownership where the same natural person remains in control before and after the transfer shall not be considered a transfer or assignment prohibited by this Section.

DIVISION 3. VACATION RENTAL REPRESENTATIVE

§ 13.59 Duties of vacation rental representative.

Whenever any vacation rental is required to be registered under this Part 2 of this Chapter, the owner shall be designated as the vacation rental representative or appoint a person to serve as the vacation rental representative. The owner shall notify the *Village Manager* or designee in writing of the appointment within five days of being required to make such appointment, and shall thereafter notify the Village Manager or designee of any change of the vacation rental representative within five days of such change.

The designation of a vacation rental representative does not relieve the owner of the responsibility to comply with all state and local statutes and ordinances. Further, a vacation rental representative who accepts the designation to act on behalf of a property owner is held to the same standard as the property owner with respect to compliance with all statues and ordinances and may be cited for non-compliance with any code, rule, or ordinance applicable to the vacation rental.

Every vacation rental representative shall:

A. Be available by landline or mobile telephone answered by the vacation rental representative at the listed phone number 24 hours a day, seven days a week to handle any problems arising from the vacation rental;

B. Be available with authority to address and coordinate solutions to problems with the vacation rental property 24 hours a day, seven days a week and be physically present at the property within one hour of notification to respond to occurrences including, but not limited to, emergencies, noise complaints, unpermitted events, and occupancy violations when determined by the *Police Department* that the presence of the vacation rental representative is required;

C. Conduct an on-site inspection of the vacation rental at the end of each rental at the end of each rental period to ensure continued compliance with the requirements of this Part 2 of this Chapter;

D. Maintain and make available to the *Village* at any time requested a registration log with all occupant(s)' contact information and permanent address;

E. Provide written notice to prospective occupant(s), prior to occupancy of the vacation rental, of the vacation rental standards set forth herein and other applicable laws, ordinances, or

regulations concerning noise, public nuisance, vehicle parking, solid waste collection, common are usage and occupancy limits;

F. Ensure compliance with all provisions of this Part 2 of this Chapter and promptly address and report violations of this Part 2 of this Chapter or of such other law or regulation of which the vacation rental representative knows or should know, to the Village or law enforcement , as appropriate;

G. Ensure that, at all times, all vehicles associated with the vacation rental are parked within the designated parking spaces and in compliance with the applicable laws, ordinances, and regulations set forth herein;

H. Ensure that all occupant(s) are aware that unauthorized occupants of any *Structure* or conveyance of the property that have been warned by the owner or vacation rental representative to leave and refuse to do so commit the offense of trespass of a structure or conveyance and will be charged under the State of Florida and local law; and

I. Post a *Sign* inside the vacation rental that clearly identifies the occupancy limit, the maximum parking, and name and phone number of the vacation rental representative responsible for the property. The sign shall be posted inside of the residence next to the main entrance continuously during any period that the vacation rental license is active.

DIVISION 4. STANDARDS AND REQUIREMENTS FOR VACATION RENTALS

§ 13.60 General.

The standards and requirements set forth in this section shall apply to the rental, use, and occupancy of vacation rentals in the *Non-Residential Zoning Districts* of the *Village*.

§ 13.61 Local phone service required.

At least one (1) landline telephone with the ability to call 911 shall be available in the main level common areas in the vacation rental.

§ 13.62 Parking standards.

All parking must comply with this Part 2 of this Chapter, and all other applicable sections of the Village's *Code of Ordinances* and ULDC. In addition, all vehicles associated with the vacation rental, whether in the possession or control of the owner, vacation rental representative, or occupant(s), shall only be parked within a driveway or in a designated parking area as indicated on the vacation rental license application. Occupant(s) shall not be permitted to park more than two vehicles at any one time on the vacation rental property or on the *Street* or swale.

§ 13.63 Solid waste handling and containment.

Solid waste containers sufficient to handle the maximum occupancy permitted shall be maintained in accordance with *Chapter 94*. All regulations regarding screening and storage of solid waste containers shall apply to vacation rentals. Solid waste containers shall be placed at curbside or

other designated collection are only on scheduled collection days, no later than 7:00 a.m., and shall be removed therefrom that same day once collection has occurred.

Notice of the location of the solid waste storage containers and rules for collection shall be posted inside the vacation rental.

§ 13.64 Maximum occupancy.

The maximum vacation rental occupancy shall not exceed any of the following standards:

A. Two (2) persons per bedroom. The number of bedrooms shall be based upon the property appraiser's residential profile of the property, and other documents of record, as needed;

B. The maximum occupancy shall be limited to ten (10) occupant(s) per vacation rental, the total size of the occupiable space or number of bedrooms notwithstanding;

C. Three (3) occupant(s) per one (1) *Off-Street Parking* space legally available to the vacation rental, as required by duly approved site plan for the property or as required by the Code; and

D. Any person present at the vacation rental after 11:00 p.m. on any night or before 7:00 a.m. on any morning shall be considered an occupant for purposes of calculating maximum occupancy. Gratuitous guests of the occupant(s) do not count towards occupancy if they are not present between the hours of 11:00 p.m. and 7:00 a.m., but shall park in the designated locations.

§ 13.65 Posting of vacation rental information.

Prior to the owner allowing another person to occupy the vacation rental, the owner shall post the following information.

A. In each vacation rental, located next to the main entrance door there shall be posted as a single page the following information:

1. The name, address, and phone number of the vacation rental representative;
2. The maximum occupancy of the vacation rental;
3. A statement advising the occupant(s) that any sound which crosses a *Property Line* at a volume which is unreasonably load is unlawful within the *Village*; as per the *Village Noise Ordinance*;
4. A sketch of the location of the designated parking spaces for use by occupant(s) and gratuitous guests;
5. The days and times of trash pickup;
6. The location of the nearest hospital; and
7. The local non-emergency police phone number.

B. A copy of the building evacuation map, with a minimum size of 8 ½" by 11", shall be provided to the occupant(s) upon the start of each vacation rental.

C. A *Sign* shall be posted inside of the vacation rental that clearly identifies the occupancy limit, maximum parking, and name and phone number of the vacation rental representative. The sign shall be posted next to the main entrance of the vacation rental continuously during any period that the vacation rental license is active.

D. The foregoing shall be made a part of each rental agreement with occupant(s).

DIVISION 5. ADMINISTRATION, PENALTIES, AND ENFORCEMENT

§ 13.66 Administration of vacation rental license program.

The ultimate responsibility for the administration of this Part 2 of this chapter is vested in the *Village Manager*, or designee, who is responsible for issuing, revoking, renewing, modifying, and suspending vacation rental licenses for vacation rentals as set forth in this Part 2.

§ 13.67 Appeals.

Any decision of the *Village Manager*, or designee, relating to the revocation, renewal, modification, or suspension of a vacation rental license under this Part 2 of this Chapter shall be rendered in writing, and reviewed by the *Village Commission* if a notice by the owner is filed with the *Village Clerk* within ten days after the action to be reviewed. The Village Clerk shall place the matter on the agenda of an upcoming meeting of the Village Commission, at which the matter will be reviewed. The decision of the Village Commission shall be final. Such final decision may be reviewed as permitted under Florida Law.

§ 13.68 Notice.

Any notice required under this Part 2 of this Chapter shall be accomplished by sending a written notification by U.S. Mail, postage paid, to the mailing address of the vacation rental representative set forth on documents filed with the *Village* under this subchapter, which shall be considered for all purposes as the correct address for service, or by personal service or delivery to the vacation rental representative.

§ 13.69 Penalties and enforcement.

A. *By citation.*
Any violation of this Part 2 of this Chapter 13, or any rule adopted under this Part 2 of this Chapter, may be punished by citation, as specifically described in *Chapter 153*, Code Enforcement of the Code of Ordinances of North Bay Village, including but not limited to the requirement of a reasonable warning prior to issuance of a citation; provided, however, such violation shall be subject to a fine in the amount of $250.00, for the first offence, $500.00 for the subsequent offenses, plus a suspension of the vacation rental license or a refusal to renew a vacation rental license as provided hereinafter, following the second offense. Each day a violation exists shall constitute a separate and distinct violation.

B. *Other enforcement methods and penalties.*

Notwithstanding anything otherwise provided herein, violations of this Part 2 of this Chapter shall also be subject to all the enforcement methods and penalties that may be imposed for the violation of ordinances of the *Village* as provided in the Village *Code of Ordinances*. Nothing contained herein shall prevent the Village from seeking all other available remedies which may include, but not limited to, injunctive relief, abatement of public nuisance, liens, fines, imprisonment, and other penalties as provided by law. For properties operating without a license as specified herein, incurring multiple code violations as specified herein, or constituting a public nuisance, the *Village Manager* limited to, injunctive relief, abatement to public nuisance, recovery of liens and fines, and other causes of action, in court of component jurisdiction.

C. *Suspension of license.*

1. In addition to any fines and any other remedies described herein or provided for by law, the Village Manager shall suspend a vacation rental license for six (6) months upon a second violation of this Part 2 of this Chapter in any continuous 12-month period, and for one year upon a third violation of this chapter in any 12-month period. Violations subsequent to the third violation within the continuous 12-month period following the initial violation or during the imposition of a suspension will result in the imposition of extensions of the suspension by one year per subsequent violation. Such suspension shall begin following notice, commencing either at the end of the current vacation rental agreement period, or after 30 calendar days, whichever is less.

2. For violations of the *Florida Building Code*, or *Florida Fire Prevention Code*, a vacation rental license shall be subject to temporary suspension starting immediately three working days after citation for such violation if this is not corrected, re-inspected, and found in compliance, or as otherwise provided for in the Florida Building Code or Florida Fire Prevention Code respectively.

3. The owner shall not be entitled to any refund of any portion of the annual fee paid for a license for any portion of the unexpired term of a license, because of suspension of the vacation rental license.

D. *Revocation/Denial of license.*

1. The *Village Manager* shall revoke or deny a renewal or modification of a vacation rental license issued under this Part 2 of this Chapter if the property owner has willfully withheld or falsified any information required for a vacation rental license.

2. The Village Manager may in addition to, or as an alternative to, the penalties of this Section revoke or deny a renewal or modification of a vacation rental license issued under this Part 2 of this Chapter upon the third adjudication of a violation of this Part 2 of this Chapter, any Village ordinance, or state law by the vacation rental representative, owner, or occupant(s) of the vacation rental. Such denial or revocation is in addition to any other penalty or remedy available at law.

3. The owner shall not be entitled to any refund of the annual fee paid for a license for any portion of the unexpired term of a license, because of revocation or denial of the vacation rental license.

4. The licensee of a license that has been revoked loses the legal nonconforming right to maintain the revoked license or any other license pursuant to Part 1 of this Chapter.

E. *Forfeiture of bond.*

1. Where a bond is required to renew a vacation rental license, if the vacation rental is cited for a violation of this Part 2 of this Chapter within 12 months of providing the bond, and that citation is later resolved adversely to the owner or vacation rental representative, then the bond shall be deemed forfeited, and the vacation rental license for that vacation rental shall be revoked.

2. If there are no violations for 12 months after providing the security, the Village Manager or designee shall release the bond upon written request from the owner. Until the owner obtains release, the bond shall continue to be subject to forfeiture for future violations.

F. For all purposes under this Part 2 of this Chapter, service of notice on the vacation rental representative shall be deemed service of notice on the owner and occupant(s).

G. No occupant(s) shall occupy a vacation rental, and no advertisement for the vacation rental shall occur during any period of suspension of a vacation rental's vacation rental license, or following the expiration, revocation, or denial of the license.

DIVISION 6. VESTING

§ 13.70 Rental agreement vesting for properties with active vacation rental licenses.

It is recognized that there are likely existing rental/lease agreements for vacation rentals as the time of passage of this Part 2 of this Chapter, or any amendment thereto, which may not be in full compliance with the regulations herein. Rental agreements that were entered into prior to the date of adoption must comply with the requirements in effect at the time of execution of the rental agreement. No special vesting process or fee shall be required to obtain this vesting benefit. Rental agreements entered into after July 19, 2022 [VERIFY EFFECTIVE DATE] or any amendment thereto, must comply with this Part 2 of this Chapter, as it may be amended.

CHAPTER 14, PROHIBITION ON MEDICAL MARIJUANA DISPENSING FACILITIES

§ 14.1 – Purpose.

A. *Prohibition*.
Medical Marijuana Treatment Center Dispensing Facilities are prohibited and shall not be located within the boundaries of the *Village*. The Village shall not accept, process, or approve any request or application for a development order, building permit or other approval associated with a proposed Medical Marijuana Treatment Center Dispensing Facility.

B. Definition.
For the purposes of this ~~s~~Section, the term "Medical Marijuana Treatment Center Dispensing Facility" means any facility where medical marijuana or any product derived therefrom is dispensed at retail.

C. *Interpretation/Intent*.
This ~~s~~Section and the terms used herein shall be interpreted in accordance with Florida Statute *Section 381.986* and *Ch. 64-4* of the Florida Administrative Code. The intent of this ~~s~~Section is to ban medical marijuana treatment center dispensing facilities from being located within the boundaries of the Village as authorized by Florida Statute *Section 381.986(11).*

CHAPTER 15, FORM-BASED CODE

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§ 15.1. General provisions

A. *Title*.

This Chapter shall be known as the NBV100 Form-Based Code or the Form- Based Code.

B. *Purpose and ~~l~~intent*.

This Chapter sets forth the standards applicable to Form-Based Districts and Transect Zones in North Bay Village. These standards are intended to:

1. Support the goals, objectives, and policies of the North Bay Village *Comprehensive Plan*.
2. Support the goals of the *NBV100 Master Plan*, which include Livability, Resiliency, and Prosperity.
   a. Livability goals include:
      (1) Prioritize people over cars.
      (2) Embrace the waterfront.
      (3) Improve the quality of life.
      (4) Synergize public space to refresh NBV identity.
   b. Resiliency goals include:
      (1) Implement responsible and self-sustaining policies that reflect NBVs commitment to the stewardship of its waterfront and the water quality of *Biscayne Bay*.
      (2) Help mitigate climate change through resource conservation and reductions in carbon admissions.
      (3) Prepare for sea level rise and severe weather events by constructing stronger seawalls, improving stormwater management, and raising public infrastructure.
   c. Prosperity goals include:
      (1) Capitalize on existing resources.
      (2) Increase private property value.
      (3) Optimize and manage parking.
      (4) Incentivize flexibility and predictability.

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.
2. The extent of each Form-Based District and Transect Zone 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.

D. *Form-Based Districts Regulating Plan*.

1. The Form-Based Districts Regulating Plan, *Section 15.5.* shows the boundaries of Form-Based Districts and Transect Zones in North Bay Village.

2. Locations within North Bay Village that are outside the boundaries of the Form-Based Districts and Transect Zones shall retain their current zoning designations and regulations under the NBV ULDC. Existing zoning and overlay districts are not shown on the Form-Based Districts Regulating Plan and are not subject to the regulations in the Form-Based Code.

E. *Applicability*.

1. Regulations in this Chapter for the Form-Based Districts shall replace the prior zoning and overlay districts within the boundaries described on the Form-Based Districts Regulating Plan. See *Section 15.5.* Form-Based Districts Regulating Plan.

2. The Form-Based Code shall apply to all new construction and substantial modifications, as defined by the Florida Building Code, within the Form-Based Districts.

3. The Form-Based Code shall supersede prior regulations in the North Bay Village Unified Land Development Code (ULDC) for properties within the Form-Based Districts except where specified. Where a conflict exists between the Form-Based Code and other portions of the ULDC, the Form-Based Code shall prevail.

F. *Rules of construction*.

1. In their interpretation and application, the provisions of Chapter 15, Form-Based Districts 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:

   a. Headings. Section and subsection headings shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of any provision of the Code.

   b. Illustrations. In case of any difference of meaning or implication between the text of any provision and any illustration, the text shall control, unless the intent of the Code is clearly otherwise.

   c. Terminology: Shall, may and should.

      (1) "Shall" is always mandatory and not permissive. Standards, activated by “shall”, are regulatory in nature. Deviations from these standards shall only be permitted by Variance in accordance with *Chapter 7*, Variances.

      (2) "Should" is advisory and identifies guidance provided by the *Village Commission* in the implementation of these regulations. Guidelines, activated by “should”, are encouraged and recommended but not mandatory. The intent is to create the highest level of design quality while providing the needed flexibility for creative site design.

(3) "May" is permissive.

d. Any act authorized by this Form-Based Code to be carried out by a specific official or agency of the *Village* is impliedly authorized to be carried out by a designee of that official or agency.

e. Any reference to federal laws, Florida Statutes, Florida Administrative Code, Miami-Dade County Code, or any other official code shall be construed to be a reference to the most recent enactment of the particular law and shall include any amendments to it as may be adopted from time to time.

f. Capitalized terms in this Chapter refer to Definitions in *Section 15.4*.

G. *Nonconformities*.

1. Existing *Buildings* and *Structures* that do not conform to the requirements of this district may be occupied, operated, repaired, renovated, or otherwise continue in use in their existing non-conforming state until such time as a substantial modification is requested to 50% or more of the structure, or as defined by the *Florida Building Code*.

2. The adaptive re-use of a Building shall not be required to comply with minimum *Height* standards established in the Development Standards for each Transect Zone. See *Section 15.2*, and *Section 15.3*.

3. The restoration or rehabilitation of an existing Building does not require the provision of parking in addition to the existing, if less than six (6) new spaces are required.

4. For all other Non-Conformities regulations, see *Chapter 6*, Non-Conformities.

H. *Procedures*.

1. See *Chapter 4* – Administration and Enforcement.

2. See *Chapter 5* – Permits and Development Approvals.

3. See *Chapter 7* – Variances.

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 other provisions of the ULDC predating Chapter 15, Form-Based Code.

a. Deviations related to Use.

(1) A Warrant is a permit for a minor deviation from the Uses allowed by this Code that is granted administratively by the *Village Manager* upon review and recommendation by the *Planning and Zoning Official*.

(a) At the time of submitting the application to the Village ~~Building and~~ *Planning and Zoning Department*, the applicant shall notify all Abutting property owners, including those across a *Street* or *Alley*, by certified mail. In the case of Abutting condominiums, only one notice to the condominium association need be sent.

(b) The applicant shall submit the certified receipts from all notices to the

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes introduced after the Planning and Zoning Board meeting to reflect staff or external expert feedback are highlighted. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

~~Building and~~ Planning and Zoning Department at the time of application. The decision on a Warrant shall be posted on the Village website within five (5) days of the written decision for a minimum period of thirty (30) days.

(c) Review and approval process.

i. The *Planning and Zoning Official* shall review each submitted application for a Warrant for completeness. The Warrant application may be referred for development review if the Planning and Zoning Official determines that a review is necessary.

ii. The *Village Manager* shall issue an intended decision within fourteen (14) calendar days of a determination that the application is complete. The applicant shall have seven (7) calendar days from receipt of the notice of the intended decision to request a conference with the Planning and Zoning Official to discuss revisions or additional information regarding the application. Within seven (7) calendar days of the conference, or if no conference is requested, the Planning and Zoning Official shall issue written findings and determinations regarding the applicable criteria set forth in this Code and any other applicable regulations. The applicant and the Planning and Zoning Official may mutually consent to an extension of the time for issuance of the final decision. The findings and determinations shall be used to approve, approve with conditions, or deny the *Warrant* application.

iii. The Village Manager shall approve, approve with conditions, or deny the Warrant application, but in no event shall a Warrant be issued prior to thirty (30) calendar days from the time of notice to the Abutting property owners. Approvals shall be granted when the application complies with all applicable regulations. Conditional approvals shall be issued when the applications require conditions in order to be found in compliance with all applicable regulations. Denials of applications shall be issued if after conditions and safeguards have been considered, the application still fails to comply with all applicable regulations.

(d) Review criteria.

i. As appropriate to the nature of the Warrant involved and the particular circumstances of the case, the following criteria shall apply to a Warrant application. The application shall be reviewed for compliance with this Chapter and not in violation of the North Bay Village's Unified Land Development Code. The review shall consider the intent of the Transect expressed in *Section 15.1*, the guiding principles of NBV100, and the manner in which the proposed Use will operate given its specific location and proximity to less intense Uses. The review shall also apply *Section 15.7.I. - Design Review Criteria*, as applicable.

(e) Procedure for appealing an administrative decision on a Warrant.

i. Appeal of the determination of the Village Manager shall be in compliance with the procedures set forth in *Chapter 4 – Administration and Enforcement*, *Sections 4.4*, and *4.5* of this Code.

(f) A Warrant shall be valid for a period of two (2) years during which a building permit or Certificate of Use must be obtained. This excludes a demolition or landscape permit. A one-time extension, for a period not to exceed an additional year, may be obtained if approved by the Village Manager.

(2) A Use Exception is a permit for a major deviation from the *Uses* allowed by this Code that requires a Public Hearing. See Chapter 4, *Section 4.4 – Public Hearings* procedures.

b. Deviations not related to Use.

(1) A *Waiver* is a permit for a minor deviation from the requirements of this Code other than for Use that is granted administratively by the Village Manager or designee upon review and recommendation by the *Planning and Zoning Official*. Waivers are intended to relieve practical difficulties in complying with the strict requirements of this Code. Waivers are not intended to relieve specific cases of financial hardship, nor to allow circumventing of the intent of this Code.

(a) As appropriate to the nature of the Waiver involved and the particular circumstances of the case, Waivers up to ten percent (10%) of that particular standard of this Code except *Density*, *Intensity* and *Height* (except as provided for herein, and with some exceptions for rooftop equipment), may be granted when doing so promotes the intent of the particular Transect Zone where the proposal is located; is consistent with the guiding principles of this Code; and there is practical difficulty in otherwise meeting the standards of the Transect Zone. The inability to achieve maximum Density, Height, or floorplate for the Transect shall not be considered grounds for the granting of a Waiver. This Waiver cannot be combined with any other specified Waiver of the same standard. For exceptions to the height requirements that may be granted by Waiver, see *Section 15.2.C.4.*

(b) Prior to submitting an application for an administrative Waiver, the prospective applicant shall meet in a preapplication meeting with the Planning & Zoning Official to obtain information and guidance as to matters related to the proposed application.

(c) At the time of submitting the application to the Village ~~Building and~~ Planning and Zoning Department, the applicant shall notify all Abutting property owners, including those across a street or alley, by certified mail. In the case of Abutting condominiums, only one notice to the condominium association need be sent.

(d) The applicant shall submit the certified receipts from all notices to the

Building and Zoning Department at the time of application. The decision on a Waiver shall be posted on the Village website within five (5) days of the written decision for a minimum period of thirty (30) days.

(e) Review and approval process.

i. The Planning and Zoning Official shall review the Waiver application, as required under this Code. The application shall be reviewed for compliance with this Chapter, and not in violation of the North Bay Village's Unified Land Development Code or the *Florida Building Code*. The review shall consider the intent of the Transect expressed in *Section 15.1* and the guiding principles of NBV100. The review shall also apply *Section 15.7.I. - Design Review Criteria Table*, as applicable. The Waiver application may be referred for development review if the Planning and Zoning Official determines that a review is necessary.

ii. Based on the applicable findings and recommendations of the *Planning and Zoning Official*, the *Village Manager* or designee will issue a final decision on the Waiver request within fourteen (14) calendar days of receiving the Planning and Zoning Official's findings and recommendations. The application shall be approved, approved with conditions, or denied, but in no event shall a Waiver be issued prior to thirty (30) days from the time of notice to the Abutting property owners.

iii. Approvals shall be granted when the application complies with all applicable regulations. Conditional approvals shall be issued when such applications require conditions in order to be found in compliance with all applicable regulations. Denials of applications shall be issued if, after conditions and safeguards have been considered, the application still fails to comply with all applicable regulations.

(f) Procedure for appealing an administrative decision on a Waiver.

(a) Appeal of the determination of the Village Manager shall be in compliance with the procedures set forth in Chapter 4 – Administration and Enforcement, *Section 4.5.*

(g) A Waiver shall be valid for a period of two (2) years during which a *Building Permit* or *Certificate of Use* must be obtained. This excludes a demolition or landscape permit. A one-time extension, for a period not to exceed an additional year, may be obtained if approved by the Village Manager.

(2) A *Variance* is a permit for a major deviation from the requirements of this Code other than for *Use* that requires a Public Hearing. *See Chapter 7,* Variances.

§ 15.2. General to Transect Zones.

A. *Explanation of Transect Zones*.

The Transect, as a framework applied to urban conditions, identifies a range of habitats from the most natural to the most urban. It is a continuum that, when subdivided, lends itself to the creation of zoning categories. These categories include standards that encourage diversity similar to that of organically evolved settlements. The standards overlap (they are parametric), reflecting the successional ecotones of natural and human communities. The Transect methodology allows for a wide range of Building types in each Transect Zone, arranged to provide balanced walkable streetscapes. This Code contains the following Transect Zones:

1. The Urban Core Zone (T6) consists of the highest *Density* and greatest variety of *Uses*, including *Civic Buildings*. A network of small blocks has walkable Thoroughfares with wide *Sidewalks*, with steady tree planting and *Buildings* set close to the *Frontage* with frequent doors and windows.
2. Reserved – T5
3. Reserved – T4
4. Reserved – T3
5. Reserved – T2
6. Reserved – T1

B. *Lots and ~~F~~frontages*.

1. *Lots* facing *Thoroughfares* on more than one (1) side shall have designated *Primary Frontage(s)* and may have *Secondary Frontage(s).* A Primary Frontage shall be that facing the Thoroughfare of higher pedestrian importance or intensity (i.e., traffic volume, number of lanes, etc.), as determined by the ~~Building and~~ *Planning and Zoning Department* upon request by the *Planning and Zoning Official*.
   a. Lots shall have at least one (1) Primary Frontage, except waterfront Lots shall have at least two (2) Primary Frontages, one of which shall be the waterfront and shall conform to *Building Development Standards* for each Transect Zone as described in *Section 15.3*. Specific to Transect Zones.
   b. If two Thoroughfares are of equal importance, each Frontage shall be considered a Primary Frontage.
   c. Lots with two or more *Frontages* may consider other non-fronting *Property Lines* as sides.
   d. Where an existing lot of record is located adjacent to a Thoroughfare in a manner that creates an irregular Frontage such that the side or rear yards cannot be determined as with a regular lot, the Planning ~~&~~and Zoning Official shall determine, by *Waiver*, the *Yard* and *Setbacks* for the lot as fits the circumstances of the case.
   e. For Frontage Types, see *Section 15.6.A. Frontage Types Table*.
2. Reserved – T3

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C. *Measurement of ~~H~~height*.

1. Unless otherwise specified herein, the *Height of Buildings* shall be measured in feet from the *Base Flood Elevation (BFE)* plus *Freeboard.* Refer to *FEMA Flood Insurance Rate Map (FIRM)* for BFE. Refer to *Section 10.5.B*. for Freeboard requirements and *Section 15.7.B.5.* and *Section 15.7.C.5.* for building height requirements.

2. A *Story* is a *Habitable* level within a *Building* and shall conform to the *Building Development Standards* for each *Transect Zone* as described in *Section 15.3*. Unless otherwise specified herein, a Story shall be measured from *Finished Floor* to Finished Floor. For the topmost Story, the Story shall be measured to the top of a flat roof or to bottom of eaves on a pitched roof. Basements, *Understories*, and roof decks are not considered Stories for the purposes of determining Building Height.

3. The *Height* of *Fences* and *Site Walls* and walls shall be measured in feet from grade.

4. Except as specifically provided herein, the Height limitations of this Code shall not apply to any roof *Structures* for housing stairways, elevators, tanks, ventilating fans, solar energy collectors, *Green Roofs* or similar equipment required to operate and maintain the *Building*, provided that such Structures shall not cover more than twenty percent (20%) of roof area and shall not exceed the maximum Height by ten (10) feet; nor to ~~church~~ *House of Worship* spires, steeples, belfries, monuments, water towers, flagpoles, vents, or similar Structures, which may be allowed to exceed the maximum Height by Waiver; nor to fire or parapet walls, which shall conform to the *Building Development Standards* for each Transect Zone as described in *Section 15.3.* Solar energy collectors, *Wind Turbines,* and the structural components of green roofs are subject to the Height exceptions provided by *Sec. 8.17.G.*

D. *Thoroughfares*.

1. Thoroughfares are intended for use by vehicular, transit, bicycle, and pedestrian traffic and to provide access to *Lots* and *Open Spaces*.

2. Thoroughfares consist of lanes for vehicles, transit, bicycles, and *Public Frontages*. The lanes may have a variety of widths for movement and parking. The Public Frontages contribute to the character of Transect Zones. They may include swales, *Sidewalks*, curbing, *Planters*, bicycle paths and street trees. See *Section 15.6.A. Frontage Types Table* and *Section 15.6.B. Definitions Illustrated Table.*

3. Thoroughfares should be designed in context with the urban form and desired design speed of the Transect Zones through which they pass. The Public Frontages that pass from one Transect Zone to another should be adjusted accordingly.

4. Pedestrian comfort should be a primary consideration of Thoroughfare design and dimensions. Design conflict between vehicular, bicycle, and pedestrian movement should be decided in favor of the pedestrian.

5. Bicycles are a sustainable and viable mode of transportation and recreation in North Bay Village. Bicycle use of Thoroughfares should be as follows: Bicycles and vehicles may

share use of lanes on all Thoroughfares. Thoroughfares that have sufficient paving width to accommodate bicyclists' safety should include dedicated *Bicycle Lanes*. Greenways, the *Island Walk* and other *Civic Spaces* should include Bicycle usage.

E. *Shopfront ~~S~~standards*.

1. General.
   a. Shopfront windows, doors, *Signage*, *Awnings*, lighting, and architectural details shall be designed as a unified composition.
   b. Each *Shopfront* shall be limited to three Sign types and shall conform with the tables and illustrations in *Section15.6.E.* and *Section 15.6.F.*
2. Shopfront Finishes. The majority of exposed finishes apart from glazing shall be custom metal work, steel frame, stone, stucco, brick, wood or wood-like materials, not extruded aluminum and panels.
3. Shopfront windows. Reflective glass shall not be permitted along any commercial street. In flood-prone areas, glazing below the *BFE* plus *Freeboard* shall be equipped with certified flood-proofing.
4. Entrance Doors.
   a. Each tenant space shall have at least one three-foot wide door at the main entry. Shopfront entrances are encouraged at *Building* corners.
   b. Shopfront entrance doors shall be recessed to allow the door to swing out without obstructing pedestrian flow on the sidewalk.
   c. *Walls* providing entry door recesses should be glazed to match shopfront display windows.
   d. Entry doors should be a minimum of eight (8) feet in *Height.*
   e. The business address should be advertised with a window sign on the transom above the entry door. If there is no transom, the address shall be displayed on a plaque next to or above the door.
5. Other Doors.
   a. Where appropriate, sliding, or folding doors that allow the activity of the business to open adjacent to and onto the public sidewalk may be installed for restaurants and food services.
   b. Rear and side doors facing service *Alleys* and parking lots are encouraged, but not required.
6. Bulkheads. Shopfronts shall have a minimum 12-inch-high masonry Bulkhead or knee wall along all street frontages. Shopfront Bulkheads shall be a maximum of 30 inches above the adjacent sidewalk. Bulkheads shall be designed as an integral component of the overall Shopfront. Flood-proof Bulkheads of the maximum allowed Height are encouraged in flood-prone areas.

7. Signage Bands. Shopfronts should have a horizontal signage band above the first-floor fenestration to accommodate a band sign. A Signage Band is an architectural feature that should be integral with the design of the Shopfront's facade and may be a contrasting color to the Building, see *Section 9.20* and *Section 15.6. F.* Sign Bands shall have a maximum Height of thirty (30) inches and may extend the entire length of the Shopfront. Signage Bands shall not be internally illuminated but may be externally lit.

8. Security Gates and Shutters.
   a. Solid metal security gates and solid roll-down shutters shall not be permitted.
   b. Interior link or grill security devices may be permitted with approval by the *Village* if they are completely enclosed or hidden from view when not in use.

9. Awnings.
   a. All awnings shall be integral to the overall design of the Shopfront and shall respect column and window spacing.
   b. Awnings shall be a metal armature stretching a non-translucent membrane and shall have a maximum of two colors. They shall consist of sloping squares or rectangles and should be coordinated with the top edge of the ground floor windows and doorframes and the bottom of the transom windows, see Section 15.6. F. Side panels are allowed but not encouraged. Soffit panels are not allowed.
   c. Awnings may be fixed or retractable.
   d. Awnings shall be a minimum of five (5) feet wide by five (5) feet deep. They shall be installed a minimum of seven (7) feet from the ground and project no more than ~~eight (8)~~ fifteen (15) feet from the *Building Facade*. Awnings shall have a maximum slope of 1:3 (33%) from the *Building* to the edge.
   e. Round, half domed, and plastic awnings are prohibited.
   f. Awnings may be used as signs and shall conform to the Sign Standards. Only the tenant's store name, logo, and/or address shall be applied to the awning. See Section 15.~~1~~2. F. and Section 15.6. F.
   g. Alternative materials such as glass or metal are allowed.
   h. Awnings shall not be backlit from below or inside but may be externally lit from above.
   i. Awnings are not allowed under *Galleries* or *Arcades*.

10. Canopies function like awnings, but are rigid, project horizontally from the Building at close to a 90-degree angle and are generally fixed in place. They shall be installed a minimum of eight (8) feet from the ground and project no more than ~~eight (8)~~ fifteen (15) feet from the Building Facade.

F. *Sign ~~S~~standards*.
   1. Exempt~~ed~~ Signs. The signs specified in this ~~s~~Section are exempt from signage regulations other than the regulations contained in this ~~s~~Section. Exempt~~ed~~ signs may

be erected without a sign permit.

a. Changing copy, maintaining, or repainting a sign are exempt, provided structural and electrical changes are not made without a permit.

b. Signs erected entirely within the confines of a nonresidential or mixed-use site, provided the sign cannot be viewed from *Streets*, the *Bay*, the *Island Walk*, *Island Walk Public Access Walkways*, or common property.

c. Address and Residential Identification Signs.
   (1) Any *Sign* identifying the street number of a Shopfront or commercial unit if hand painted on the transom window above the *Primary Entrance* door.
   (2) Any identification sign at the entrance of a residential unit or affixed to a mailbox, such as a sign which bears only the street number, mailbox number, or name of the occupant of the premises.

d. Holiday Decorations. Holiday decorations, flags, streamers, and similar.

e. Flags. A flag of any nation, government, sports team, or nonprofit organization which is deployed from a permanent freestanding or wall- mounted flagpole or, with respect to the United States flag, in a manner acceptable for the display of the national ensign as set forth in the *U.S. Flag Code*, and adheres to *Section 8.13(N).*

f. Official Signs.
   (1) Any sign erected by North Bay Village.
   (2) Any sign erected by a government.
   (3) Public utility and traffic signs.

g. Political Signs.
   (1) Political signs conforming with the following requirements do not require permits:
   (2) Political signs are limited to 3 square feet and may not exceed 30 inches above grade.
   (3) Political signs may be erected 25 days prior to an election and shall be removed within 7 days of the election.
   (4) Up to three (3) signs total are allowed per residential lot, or per *Shopfront*, except at polling places. Of the three (3) sign signs permitted, no more than one sign is allowed per candidate or referendum item.
   (5) See *Section 11.7* – Temporary Sign Permits for additional requirements.

h. ~~Residential Construction Signs, subject to the~~ ~~following~~.
   ~~(1) Signage may only identify the contractor, subcontractor, or architect. Name, contact information, website, and license information may be included.~~
   ~~(2) The contractor, the architect, and subcontractor are each allowed one (1) sign with a maxim area of four (4) square feet.~~

~~(3) Signs may only be erected after a building permit has been issued.~~

~~(4) Signage must be removed within five (5) days of the final inspection.~~

Temporary open house signs, limited in number to a maximum of two (2) per event, limited in size to a maximum of 10 square feet in area and located at least 12 feet from the edge of the thoroughfare pavement. An open house sign may only be installed the day before the open house and shall be removed the same day of the open house after its conclusion. In no case shall an open house sign be installed for more than 48 continuous hours.

i. Residential Rental Signs

(1) Only one sign ~~may be attached to a single-family house or fastened to a stake mounted in the yard and one additional sign may face a~~shall be allowed per street or water frontage, limited to a maximum total sign face area of 12 square feet and 6 square feet for any single face.

j. Warning and Instructional Signs.

(1) Any warning sign, non-advertising signs (e.g., “no trespassing,” “no dumping”), or non-advertising symbol which pertains to the parcel of property upon which it is located, provided any such sign does not exceed four (4) square feet in copy area and is not illuminated.

(2) Any special instruction sign (e.g., “open,” “closed,” “hours of business,” “no smoking”) provided any such sign does not exceed eight (8) square feet in copy area.

~~j~~k. Miscellaneous Signs.

(1) Any memorial sign or commemorative plaque.

(2) Any generic, architectural feature that is designed, integrated, and constructed as part of a *Building*.

(3) Any sign which is integrated into or on a point-of-sale purchase display.

(4) Any sign carried by a person.

2. Prohibited Signs Types, Sign Features, and Sign Locations.

a. *Billboards*.

b. Any sign advertising products or articles that are not manufactured, assembled, processed, repaired, or for services sold on the premises.

c. Snipe signs.

d. Two or more signs that convey a single, cumulative advertising message, part of which is contained on each sign in the series.

e. ~~Illuminated, ~~Animated, ~~Moveable~~Moving, Flashing, or Inflatable Signs.

(1) Any sign that simulates emergency lights on emergency vehicles, traffic- control

signals or devices, directional, informational, or warning signs erected by a government, utility, or similar agency.

(2) Any sign that uses an intermittent light or lights, including flashing lights, beach lights, strobe lights, rotating beacons, chasing lights, or zip lights.

(3) Any sign that is wind or power operated including flags, streamers, pinwheels, and balloons.

f. No permanent sign shall be installed within the public right-of-way unless displayed by a governmental entity or pursuant to a revocable street privilege

g. No signs ~~may~~shall be located in a way that causes a hazard to pedestrian or vehicular traffic.

(1) Temporary signs at street intersections are limited to thirty (30) inches in height within a triangle measured thirty (30) feet from the intersection along each *Right-of-Way.*

(2) No permanent sign may be located within a triangle measured thirty (30) feet from the intersection along each right-of-way.

(3) Signs shall not be located as to interfere with the safe movement of vehicles, bicycles or pedestrians entering, leaving or crossing a public right-of-way.

h. Signs shall not be located on property without prior authorization granted by the property owner, or in the case of public parks or any public property without the permission of North Bay Village.

i. Signs shall not be located on the roofs of buildings or structures.

(3) g. Signs shall not be attached to any traffi c control sign, utility pole, street sign or
(4) tree, except for temporary signs installed by a government agency for public
(5) information or special events.
(6) h. Signs shall not be mounted, attached or painted on a trailer, boat, or motor
(7) vehicle when parked, stored, or displayed conspicuously on private premises close
(8) to the public right-of-way or within public right-of-way in a manner intended
(9) to attract the attention of the public for advertising purposes.

3. Permitted Signs.
Sign types listed below shall require a permit from North Bay Village, as follows:
a. General.
(1) Signs shall conform with the ~~following~~ standards~~, as~~ specified in *Section 15.6.E*. and illustrated in *Section 15.6.F.* for each of the following items.

~~(2)~~ i. Sign type limitations by Zone.

~~(3)~~ ii. The height and area of the sign;

~~(4)~~ iii. The number of signs per site;

~~(5)~~ iv. The height of sign copy.

(~~6~~2) Exterior signs shall be made of durable, weather resistant materials.

(~~7~~3) A permit is required for all signs permitted under this section.

(~~8~~4) No sign, once approved, may be moved, or altered without additional approval, excluding maintenance or repainting required to restore a sign to its original, approved condition.

b. Signs shall provide the following clearance:

(1) A minimum of nine (9) feet over pedestrian ways, except for signs on *Awnings* and *Canopies.*

(2) A minimum of thirteen and one half (13.5) feet over vehicular travel ways and parking aisles, except in parking structures.

(3) Signs located along streets shall be a minimum of ~~two (2)~~five (5) feet from a curb, ramp, driveway, light pole, street sign, or fire hydrant.

c. Removal.

~~i.~~(1) Signs shall be removed as specified in *Section 15.6.E*. Sign Restriction Table, and as follows:

(a) (P) = Permanent; Signs do not require removal.

(b) (O) = Occupancy; Signs shall be removed within 7 days of the end of tenant occupancy.

(c) (B) Business = Signs shall be removed when the business is closed.

(d) (T) Temporary = Signs shall be removed within the time period specified by sign type.

~~ii.~~(2) Any moveable signs shall be removed from outdoor spaces during high winds or other weather conditions that might pose a hazard to public safety.

~~d. Sign Templates.~~

~~i. The permitting and inspections department supplies templates for Open House, Model Home, and Under Construction signs.~~

e. Illumination.

(1) Internal sign illumination is limited to window, ~~and~~ wall, and corner signs within *Shopfronts* or adjacent to the shop, as well as ground signs, including directory signs.

(2) Light sources shall be mounted, shielded, and pointed towards the sign face to eliminate spill-over glare onto any adjacent *Streets*, properties, or skyward.

(3) Exposed bulbs or lamps shall not exceed the equivalent of 25 watts of

incandescent light and shall be cut off to minimize light pollution.

(4) Other light sources in illuminated signs shall include anti-light pollution technologies and features.

f. Electronic Message Center (EMC) Signs.

(1) EMC signs are permitted for use on ground signs for ~~church~~ *House of Worship* and *Place of Assembly* facilities.

(2) Each image shall remain static for a minimum of eight seconds.

(3) Transitions shall be instantaneous, without intervening flashing, animation, or movement of any kind.

(4) Signs shall be equipped with automatic dimming and anti-light pollution technology.

(5) Signs shall not exceed 0.3-foot candles above ambient light measured at a distance of two hundred (200) feet.

4. Requirements by Sign Type as described below and illustrated in *Section 15.6.F*.

a. Band Signs. (Syn. *Wall Signs*)

(1) Band signs may be located above tenant Shopfronts, below second *Story* windows, and beneath the *Building* cornice or coping.

(2) Band sign copy shall be at least 6 inches from building corners.

(3) Murals shall be considered Band Signs if they contain advertising text and/or graphic elements. Mural signs shall comply with the above requirements and specifications.

b. Wall signs that do not provide signage for a business (artistic wall mural) are subject to approval by the Village Manager or a designee. Billboards are not considered wall mural signs and are prohibited within the T6 zone.

c. Banner Signs.

(1) Banner signs shall be made of flexible materials such as cloth, canvas, and vinyl.

(2) Banner signs may be hung on the side of a building or suspended from a portion of a building *Structure*.

~~c~~d. ~~Commercial~~ Construction Signs subject to the f~~ollowing~~ provisions of Sec. 11.7.

~~(1) Signage may only identify the contractor, subcontractor, or architect. Name, contact information, website, and license information may be included.~~

~~(2) The contractor, the architect, and subcontractor are each allowed one (1) sign with a maxim area of four (4) square feet.~~

(~~3~~1) Construction s~~S~~igns may only be erected after a building permit has been issued.

(4~~2~~) Construction s~~S~~ignage must be removed within five (5) days of the final inspection.

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~~d~~e. Commercial ~~Rental~~ Real Estate Signs.

(1) ~~All commercial rental signs require NBV approval.~~Only one such sign is allowed per site per street or water frontage, limited to a maximum total sign face area of 24 square feet and 12 square feet for any single sign face.

(2) The sign may be a ground sign, a window sign, or a wall sign.

(3) All signs shall be removed within seven (7) days after the sale, lease, or rental of the property has occurred.

(4) These signs may only be installed on the property to which they refer.

(~~2~~5)Refer to *Sections 15.6.E* and *15.6.F* for specific requirements.

~~e~~f. Corner Signs.

(1) Corner signs are only permitted at building corners where each facade is along a street and may be illuminated as per *Section 15.2.F.3.f.*

(2) Corner signs may extend up to six (6) feet above parapets.

~~f. For Sale Signs.~~

~~(1) Signs shall be removed within seven (7) days of closing.~~

g. *Garage Sale*, *Yard Sale*, *Estate Sale*, and *Moving Signs*.

(1) Signs and stakes ~~provided by the permitting and inspections department shall be used,~~ are limited to two (~~5~~2) signs per sale.

(2) Signs are valid for ten (10) days from the date of sale and shall not be reused.

(3) Signs may be erected one (1) day prior to the sale and shall be removed within five (5) hours of the end of the sale.

(4) Signs shall not be altered.

h. Ground Signs.

(1) Ground signs are limited to the following locations:

(a) Forecourts and building or project entrances. Ground signs shall not be located within any sight triangle or on the public right of way.

(b) Gateway and wayfinding directory ground signs shall be limited to main decision points such as development access points and intersections. Wayfinding signage for a development shall be designed and installed according to a cohesive, logical signage master plan to complement the project identity.

(2) The bottom of ~~the~~ a ground sign shall be within two (2) feet of sidewalk grade.

(3) Ground signs shall be set back a minimum of ten (10) feet from property lines.

i. Marquee Signs.

(1) *Marquee Signs* may be used for lodging and movie theaters. The *Village* may permit marquee signs for other businesses upon request.

j. ~~Projecting Signs.~~

~~i. Projecting signs shall be erected on a wall of a building.~~

~~ii. Projecting signs may project up to 4 feet from the wall of the building on which it is erected.~~

~~k Open House, Model Home~~*Portable Signs*.

(1) An annual permit is required.

(2) Signs shall be free standing on a stake or frame.

(3) The business name shall be identified on signs, 2 in. copy minimum.

(4) The use of b~~B~~alloons, streamers, and other types of decoration ~~may not be used~~shall be prohibited.

(5) Signs are allowed for three (3) consecutive days in any one week.

(6) Up to four (4) signs may be located off site.

(7) A-Frame or sandwich board signs shall only be displayed during business hours and shall be removed when the business is closed.

k. Projecting Signs.

(1) Projecting signs shall be erected on a *Wall* of a *Building*.

(2) Projecting signs may protrude up to four (4) feet form the Wall of the Building on which the sign is erected.

l. Commercial Real Estate Signs.

(1) Only one such sign is allowed per site per street frontage, limited to a maximum total sign face area of 24 square feet and 12 square feet for any single sign face.

(2) The sign may be a ground sign, a window sign, or a wall sign.

(3) All signs shall be removed within seven (7) days after the sale, lease, or rental of the property has occurred.

(4) These signs may only be installed on the property to which they refer.

(5) Refer to *Sections 15.6.E* and *15.6.F* for specific requirements.

~~l~~m.Window Signs

(1) Window signs may be:

(a) Letters painted directly on the window;

(b) Hanging signs hung interior of the glass;

(c) Vinyl appliqué letters applied to the window, consisting of individual letters or graphics with no visible background.

~~m~~o.Wayfinding signs shall be free standing and constructed using solid materials to prevent the sign from being destroyed or blown away.

5. Nonconforming Signs

a. A nonconforming sign shall be brought into conformity with the provisions of this Code, when:

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(1) The sign is structurally altered, rebuilt, enlarged, extended, or relocated; or
(2) When the principal use of the property is changed.

b. Provided, however, the repainting or refacing of an existing nonconforming sign is not considered an alteration within the meaning of this subsection.

6. Maintenance, Abandonment and Removal

a. All signs must be maintained in a condition or state of equivalent quality to which was approved or required by the Village.

b. An on-premise sign advertising an activity, business, service or product must be removed or the sign face replaced with a blank face within thirty (30) days of the activity, business, or service promoted by the sign being discontinued on the premises where the sign is displayed.

c. If the use is not reestablished or a new use is not established within two years and a replacement sign face conforming to this Code installed, then the entire sign structure and mounting hardware must be removed.

7. Variances

a. A variance from these regulations may be granted by the Village Commission. For the standards for granting a sign variance, refer to Sec. 11.10.

G. *Special Area Plan (SAP).*

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 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.

2. Special Area Plan Permit. See *Section 5.2 – Development Permit Required*.

H. *Density and Intensity Calculations* [Reserved].

I. *Sustainability*.

All new and substantial redevelopment applications for residential, commercial, office, *Hotels*, and civic uses; all new mixed-use development applications; and all Village-owned civic or office construction projects located in the Transect Zones are subject to the green building and resilience standards and requirements contained in *Chapter 8, Division 5*; *Chapter 9, Division 6*; and *Chapter 10, Section 10.5* of the ULDC.

§ 15.3. Specific to Transect Zones – Kennedy Boulevard District (KBD).

~~*A. Kennedy Boulevard District (KBD).*~~

~~*B. General.*~~

~~a~~*A. Purpose and Intent.*

This Chapter sets forth the standards applicable to development within the Kennedy Boulevard District (KBD), which is composed of Urban Core Transect Zones (T6). These standards are intended 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.

~~b~~*B. Applicability.*

8. ~~Section 15.3.A~~ *Section 15.3.* provides development regulations that shall be employed in the mixed-use development of lands within the Kennedy Boulevard District (KBD).
9. The Kennedy Boulevard District (KBD) is composed of the following Urban Core Transect Zones (T6) as shown on the Form- Based Districts Regulating Plan in *Section 15.5.*
   a. T6-24, which includes all properties fronting the south side of Kennedy Causeway on Treasure Island.
   b. T6-24MU (Municipal Use), which includes those *Village* owned properties shown in the *Section 15*. Form Based Districts Regulating Plan on the north side of Kennedy Causeway on Harbor Island.
   c. T6-30, which includes all properties fronting the north side of Kennedy Causeway on Treasure Island.
10. Transect regulations pertaining to *Building Disposition* and *Building Configuration* shall be considered referential guidelines within the T6-24MU transect zone. The *Village Commission* may grant exemptions to these requirements during site plan approval based on the following criteria:
    a. The exemption is justified by the functional requirements connected to the uses proposed.
    b. Exemptions shall be reduced to the minimum required to achieve the required functionality.
    c. Exemptions in the aggregate shall be evaluated for compliance with the transect intent regarding intensity and scale.
    d. Exemptions shall be evaluated for compliance with Design Review Criteria in *Section 15.7.I.*
    e. Specific findings shall be made by the *Planning and Zoning Official* regarding the nature and extent of each proposed exemption, which shall be contained in the staff report for consideration by the *Planning and Zoning Board* and *Village Commission*.

~~2~~C. *Development Standards for T6 Transect Zones*

~~a~~1. Building Disposition.

~~(1)~~a. Newly platted Lots shall be dimensioned according to the tables and illustrations in *Section15.7.B.* and *Section 15.7.C.*

~~(2)~~b. Lot coverage by any *Building* shall not exceed that shown in *Section 15.7.B*. and *Section 15.7.C.*

~~(3)~~c. Buildings shall be disposed in relation to the boundaries of their Lots according to the tables and illustrations in Section 15.7.B. and Section 15.7.C.

~~(4)~~d. Buildings shall have their Primary pedestrian entrances on Kennedy Causeway. Buildings in the T6-30 Zone should also have entrances on the *View Corridor* and *Island Walk*. Buildings in the T6-24 Zone should also have entrances on *Secondary Frontages* and Pirates Alley, if feasible. Buildings in the T6-24MU Zone should also have entrances on Secondary Frontages, where feasible.

~~(5)~~e. Up to the top of the *Pedestal*, *Facades* shall be built parallel to the *Primary Frontage Line* along a minimum of seventy percent (70%) of its length on the *Setback Line* as shown in the tables and illustrations in Section 15.7.B. and Section 15.7.C. *Pedestrian Forecourts* are allowed and shall not exceed 25% of the Facade length. In the absence of a Building along the remainder of a Frontage Line, a *Streetscreen* shall be built along the Setback Line and co-planar with the Facade to define the space of the *Thoroughfare* and to shield parking and service areas.

~~(6)~~f. At the first *Story*, Facades along a Frontage Line shall have frequent doors and windows; pedestrian entrances shall occur at a maximum spacing of seventy-five (75) feet. Vehicular entries shall occur at a minimum spacing of sixty (60) feet unless approved by *Waiver.*

~~(7)~~g. *Setbacks* for Buildings shall be as shown in the tables and illustration in Section 15.7.B. and Section 15.7.C. Where the property to be developed abuts an existing Building, a Waiver may be granted so as to match the dominant setback of the block and its context.

~~(8)~~h. Above the ~~fifth Story~~*Pedestal*, the minimum spacing between *Towers* is sixty (60) feet. ~~Above the fifth Story and a~~At the top of pedestal, a non-habitable floor is allowed up to a maximum of six (6) feet in *Height* without additional setback to accommodate depth of swimming pools, landscaping, transfer beams, and other structural and mechanical systems.

~~(9)~~i. All lots in T6-30 shall comply with minimum standards for the *View Corridor*, as described in ~~Section 15.3.A.2.g.(2).~~ *Section 15.3.C.7.b.*

~~(10)~~j. For sites with three hundred and forty (340) feet *Frontage* length or more, a *Cross-Block Passage* shall be provided as follows**:** If the *Frontage Line* of a site is at any

point more than three hundred and forty (340) feet from a *Thoroughfare* intersection, the *Building* shall provide a Cross-Block Pedestrian Passage as a recorded public *Easement.* If the Frontage Line of a site is at any point six hundred and fifty (650) feet from a Thoroughfare intersection, a vehicular Cross-Block ~~p~~Passage shall be provided as a recorded public Easement. Such a Cross-Block Pedestrian Passage may be covered above the first *Story* by a maximum of fifty percent (50%) of its length with *Structures* connecting Buildings, such as a terrace, pedestrian bridge, or vehicular bridge. A *Pedestrian Passage*, including *Paseos*, ~~are~~ is encouraged to connect Kennedy Causeway to the Island Walk, other Thoroughfares, Pirates Alley, parks and other amenities. A Pedestrian Passage may be roofed and shall be lined with frequent doors and windows.

~~(11)~~k.Density shall not exceed that shown in the tables in *Section 15.7.B.* and *Section 15.7.C.*

~~(12)~~l.Sidewalks.

(1) Along Kennedy Causeway, a twenty (20) foot *Easement* for *Public Sidewalks* shall be granted and recorded with the *Village*. The Sidewalk shall be constructed and maintained by the property owner. The Sidewalk shall be continuous with the existing Sidewalk on the public *ROW* and shall be consistent/compatible with the Village-adopted sidewalk color scheme and/or design patterns, unless this requirement is otherwise waived by the Village.

(2) The Sidewalk, including portions on the public ROW and in the Easement, may be raised no more than one and a half (1.5) feet above the highest existing sidewalk elevation fronting the property. This work shall be completed at the expense of the property owner and to standards determined by the Village. ADA compliant transitions shall be provided to adjacent sidewalk elevations with a slope no greater than 1:20 to avoid handrails.

~~b~~2. Building Configuration.

~~(1)~~a. Development within *Private Frontages* shall comply with *Section 15.6.A.*, the tables and illustrations in *Section 15.7.B.* and *Section 15.7.C.*

~~(2)~~b. Above the ~~fifth Story~~ *Pedestal,* the *Building Floorplate* dimensions shall be limited as follows:

(~~a~~1) 15,000 square feet maximum for Residential Uses.

(~~b~~2) 30,000 square feet maximum for Commercial Uses and for Parking.

(~~c~~3) 180 feet maximum length for Residential Uses.

(~~d~~4) 215 feet maximum length for Commercial Uses.

(~~e~~5) Wherever possible, the facade with the longer length should be placed perpendicular to the Primary Frontage/Kennedy Causeway.

(~~3~~)c. *Building Heights* shall be measured from Base Flood Elevation (BFE) plus

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Freeboard to the level of the highest point of the *Building*, excluding allowable projections above the roof line, and shall conform to the tables and illustrations in Section 15.7.B. and Section 15.7.C. and to the following standards.

(~~a~~1) At the first Story:

~~i.~~(a) The Height shall be no less than twenty (20) feet measured from the *Base Flood Elevation (BFE)* plus *Freeboard* to the finished floor of the second Story.

~~ii.~~(b) Mezzanines in the first Story shall be limited to fifty percent (50%) of the habitable *Floor Area* and shall not count as a Story.

(~~b~~2) In a *Pedestal* (~~second to fifth~~ above the first Story~~ies~~):

~~i.~~(a) The *Height* of a Story, including a Liner Story, where provided, shall not exceed twenty (20) feet measured from finished floor to finished floor.

~~ii.~~(b) The maximum height of the ~~p~~Pedestal ~~(first to fifth stories)~~ shall not exceed 100-feet.

~~iii.~~(c) Mezzanines shall be limited to fifty percent (50%) of the habitable Floor Area and shall not count as a Story.

~~iv.~~(d) The *Height* of a *Parking Structure* concealed by a Liner may be equal to the Height of the Liner, and this may result in a *Liner Story* concealing more than one level of Parking. The number of Liner Stories shall be used for the purpose~~s~~ of determining the overall number of Stories in a Building.

(~~c~~3) In a *Tower* (above the Pedestal):

~~i.~~(a) The Height of a Story is not limited ~~within~~ to the maximum permitted building height.

~~ii.~~(b) A Mezzanine shall count as a Story.

~~iii.~~(c) *Lots* in the T6-30 shall provide Stepbacks above the podium along Kennedy Causeway, and the east and west side yards in compliance with *Section 15.7.C*. The development is not required to provide a Stepback above the podium in the *Waterfront Yard* (See *Illustration 15.7.C.5.*)

(~~d~~4) A Mezzanine extending beyond the specified limit shall be counted as an additional Story for purposes of calculating Building Height.

~~(4)~~f. First Story Finished Floor Elevations.

(~~a~~1) For commercial uses fronting Kennedy Causeway, the finished floor elevation within first twenty (20) feet shall be flush with the existing sidewalk elevation or no higher than one-and-a-half (1.5) feet above the same.

(~~b~~2) For commercial uses fronting the *Island Walk*, the finished floor elevation within first twenty (20) feet shall be flush with the Island Walk or no higher than one-and-a-half (1.5) feet above the same.

(~~c~~3) For residential uses, the finished floor elevation shall be no lower than BFE plus *Freeboard*.

(~~d~~4) If the finished floor elevation is below the *BFE* plus Freeboard, certified flood-proofing shall be provided in accordance with *Florida Building Code*. Refer to *Section 10.5* – Provisions for flood hazard reduction.

(~~e~~5) On *Shopfronts*, a Bulkhead (or knee wall) of the maximum allowable *Height* is encouraged. See ~~Section 15.1.E.~~ *Section 15.2.E* for Shopfront standards.

(~~f~~6) If a ramp is required for ADA access, it shall be provided inside the *Setback Line*. It may be located either within the *Building* envelope or within a recessed exterior vestibule with Shopfront windows.

~~(5)~~g. Pedestals, Parking Structures and Liners.

(~~a~~1) The Pedestal shall consist of no more than five (5) Stories and shall be a maximum of 100-feet.

(~~b~~2) A Parking Structure shall not extend beyond the *Height* of the *Pedestal*. For *Building Heights* in a Pedestal, see ~~Section 15.3.A.2.b.(3).(b).iii~~. *Section 15.3.C.2.c.(2)*

(~~c~~3) In T6-24, Liners are optional. *Structures* without liners on *Primary* and *Secondary Frontages* and facing Pirates Alley, shall use *Green or Vegetated Walls* on a minimum 20% of the garage structure. The remainder of the parking structures not utilizing *Liners* shall be fully concealed by architectural screening or artwork approved by the *Planning and Zoning Board* (see also *Ch. 9, Division 4 – Landscaping*).

(~~d~~4) In the T6-24MU, Liners are optional. *Structures* without liners on *Primary* and *Secondary Frontages* shall use *Green or Vegetated Walls* on a minimum 20% of the garage structure. The remainder of the parking structures not utilizing *Liners* shall be fully concealed by architectural screening or artwork approved by the *Planning and Zoning Board* (see also *Ch. 9, Division 4 – Landscaping*).

(~~e~~5) In T6-30, Liners are optional. Liners facing Kennedy Causeway may encroach into the *Setback* above a *Gallery*. Structures without liners on Primary and Secondary Frontages, including Kennedy Causeway and the Waterfront and facing the *View Corridor*, shall utilize green or vegetated walls on a minimum 20% of the parking structure. The remainder of the parking structure not utilizing Liners shall be fully concealed by architectural screening or artwork approved by the Planning and Zoning Board (see also Ch. 9, Division 4 – Landscaping).

~~(6)~~h. Encroachments shall be as follows:

(~~a~~1) In T6-24 and T6-24MU, a Gallery should be constructed on the Primary Frontage of Kennedy Causeway over the sidewalk *Easement.* Where a Gallery is constructed, it shall encroach the entire twenty (20) foot Setback and shall not extend into the *Right-of-Way*. Refer to the tables and illustrations in *Section*

15.7.B., and to Architectural Standards ~~Section 15.3.A.2.e~~ *Section 15.3.C.5.* for additional details.

(~~b~~2) In T6-30, a *Gallery* or *Arcade* shall be constructed on the Primary Frontage of Kennedy Causeway over the sidewalk easement. The Gallery or Arcade shall encroach the entire twenty (20) foot Setback and shall not extend into the right-of-way. A Gallery or Arcade is not required in front of a *Pedestrian Forecourt*. Refer to the Frontage Type Table in *Section 15.6.A.* and to Architectural Standards ~~Section 15.3.A.2.e~~ *Section 15.3.C.5.* for additional details.

(~~c~~3)In T6-30, cantilevered *Awnings* and entry canopies may encroach up to seven (7) feet into the *Waterfront Setback*, up to but not extending into, the *Island Walk Easement*. Above the first *Story,* cantilevered balconies, bay windows, and roofs may encroach up to seven (7) feet into the waterfront Setback, up to but not extending into, the Island Walk Easement.

(~~d~~4) All outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall not be allowed as *Encroachments*.

(~~e~~5) Loading spaces and service areas shall be internal to the *Building* and shall not be allowed as Encroachments.

~~(7)~~i. Vehicular Access shall be as follows:

(~~a~~1) Loading berths, service areas and parking shall be accessed from *Alleys* when available, and otherwise shall be accessed from the *Secondary Frontage* when available. Areas for drop-offs, pick-ups, and valet services shall be located along and accessed from Secondary Frontages, when available, or may be located along or accessed from Alleys, when available.

(~~b~~2) Where *Lots* have only *Primary Frontages*, all vehicular access, including, but not limited to, areas for drop-offs, pick-ups, and valet services and access to parking, loading berths, and service areas, are not allowed along the Primary Building Frontage facing Kennedy. Curb cuts and vehicular access are allowed through the *View Corridor* and the side Setback.

(~~c~~3) No more than 50% of the total area of the View Corridor may be used for vehicular movement.

(~~e~~5) A vehicle accessing a *Loading Berth* is allowed to make one (1) turning movement on an adjacent *Thoroughfare* to minimize the lot area devoted to this function.

~~(8)~~j. *Walls*, hedges, *Fences*, and gates shall not exceed a *Height* of three and a half (3.5) feet within the setbacks of the Primary and Secondary Frontages and within the View Corridors. Elsewhere, walls, hedges, fences, and gates shall not exceed a Height of eight (8) feet.

~~(9)~~k. *Streetscreens* shall be between three and a half (3.5) and eight (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.

~~(10)~~l. Screening shall be as follows:

(~~a~~1) All loading spaces, service 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.

(~~b~~2) All ground floor and roof top utility infrastructure and mechanical equipment shall be concealed from public view. At the Building Frontage, all equipment such as backflow preventers, ~~s~~Siamese connections, and the like shall be placed within the line of the Facade or behind a Streetscreen~~s~~. Exhaust air fans and louvers may be allowed on the Facade only on the Secondary Frontages above the first Story.

(~~c~~3) On the roof, a parapet or screen wall shall conceal roof decks and all equipment except antennas from lateral view. Mechanical equipment on a roof shall be enclosed by parapets of the minimum Height necessary to conceal it and shall not exceed the maximum Height by more than ten (10) feet. Trellises may extend above the maximum Height up to fourteen (14) feet. Extensions more than ten (10) feet above the maximum Height for stair, elevator and mechanical enclosures or ornamental purposes only, shall be permitted by process of *Waiver.*

~~c~~3. Building Function and Parking Requirements.

~~(1)~~a. Buildings in T6-24, T6-24MU (Municipal Use) and T6-30 shall conform to the Functions and Parking Requirements Table described in *Section 15.7.A.* Certain Functions as shown in said Table shall require approval by Exception. Refer to *Section 8.16* – Supplemental Use Regulations, *Section 8.17* – Supplemental Development Standards.

~~(2)~~b. First Story Uses.

(~~a~~1) A minimum of seventy-five percent (75%) of the linear Building Frontages along Kennedy Causeway, the *Island Walk*, Pirates Alley, and any side streets shall be *Habitable Space* to a minimum depth of twenty (20) feet.

(~~b~~2) A minimum of fifty percent (50%) of the linear Building Frontage along a *View Corridor* shall be Habitable Space to a minimum depth of twenty (20) feet.

(~~c~~3) In T6-24 and T6-30, the Habitable Space required along Kennedy Causeway that is not otherwise occupied by the *Primary Entrance* shall contain

Commercial Uses and no *Residential Uses*. Retail Use, especially *Restaurants,* is encouraged on all Frontages, including Kennedy, the Island Walk, and the View Corridor. Live-work units and Townhouses are the only Residential Use allowed in the First *Story*, apart from *Building* entrances.

(~~d~~4) Design for Tenant Flexibility.

~~i.~~(a) The design of commercial spaces should anticipate restaurant requirements. Accommodation for restaurant venting and sewage utilities such as grease traps and interceptors should be designed into the Building.

~~ii.~~(b) Designs shall anticipate potential commercial power and gas load needs.

~~iii.~~(c) Buildings should provide generous clear space between interior columns for ground floor retail and activity spaces.

~~d~~4. Parking and Loading Berth Standards.

~~(1)~~a. Refer to *Section 9.3.E.* Design Standards for Off-Street Parking and *Section 9.3.G.* Mechanical Parking.

~~(2)~~b. Shared Parking shall be allowed in compliance with *Section 15.6.C.* Shared Parking Standards Table.

~~(3)~~c. Loading Berths shall be provided in compliance with *Section 15.6.D.* Loading Berth Standard Table.

~~(4)~~d. Off-street Bicycle Parking Standards.

(~~a~~1) The required number of Off-street bicycle parking spaces shall conform with *Section 15.7.A.* Building Function (Uses) and Parking Standards *Table – T6*.

(~~b~~2) After the first fifty (50) required bicycle spaces are provided, additional spaces may be reduced by one-half.

(~~c~~3) Required bicycle parking shall meet the following standards:

~~i.~~(a) Required bicycle parking shall be provided in a safe, accessible, and convenient location.

~~ii.~~(b) Bicycle parking facilities shared by more than one use are encouraged.

~~iii.~~(c) Required bicycle parking facilities may be located within the project site or in a shared bicycle parking facility located within 300 feet of the *Primary Entrance.*

~~iv.~~(d) When required off-street vehicular parking is covered, the required bicycle parking shall also be covered.

~~v.~~(e) When required bicycle parking is provided in racks, one (1) standard U-rack will accommodate two (2) bikes and each rack shall meet the following

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standards:

(i) The bicycle frame and one (1) wheel can be locked to the rack with a high security, U-shaped shackle lock if both wheels are left on the bicycle;

(ii) A bicycle six (6) feet long can be securely held with its frame supported so that the bicycle cannot be pushed or fall in a manner that will damage the wheels or components; and

(iii)The rack shall be securely anchored.

~~vi.~~(f) When required bicycle parking is provided in lockers, the lockers shall be securely anchored.

~~vii.~~(g) Parking and maneuvering areas.

(i) Each required bicycle parking space shall be accessible without moving another bicycle;

(ii) There shall be an aisle of at least five (5) feet wide behind all required bicycle parking to allow room for bicycle maneuvering;

(ii) The area devoted to bicycle parking shall be hard surfaced.

~~viii.~~(h) A directional sign shall be required if the bicycle parking area is not visible from the *Thoroughfare* or *Primary Entrance*. Said sign shall be at minimum of one (1) square foot in area and be posted at the Primary Entrance indicating the location of the bicycle parking.

~~e~~5. Architectural Standards.

~~(1)~~a. Permanent and Temporary Structures

(~~a~~1) Only permanent structures shall be allowed, unless specified otherwise in this Code.

(~~b~~2) Temporary *Structures* such as mobile homes, construction trailers, travel trailers, recreational vehicles and other temporary structures shall not be allowed except as per the *Code of Ordinances* and this Code, with the following exceptions by *Warrant.*

~~i.~~(a) Island Walk: Temporary Structures such as kiosks, stands, and tents may be allowed within the *Island Walk* easement and the *Waterfront Setback*.

~~ii.~~(b) Pirates Alley: Temporary Structures such as shipping containers, food trucks, kiosks, stands, and tents may be allowed.

~~iii.~~(c)Other locations within the T6-24 and T6-30 Zoning Districts: Temporary structures such as food trucks, kiosks, shipping containers adapted for retail or service uses, portable bathroom facilities, stands, pop-up shops, temporary sales centers and the like.

~~iv.~~(d) Kiosks and stands shall be limited to temporary covered structures no

greater than 300 square feet and shall have one or more open sides.

~~v.~~(e) All temporary structures are subject to the applicable dimensional standards and other relevant requirements of the ULDC and to the applicable provisions of the Florida Building Code. Any contravention of these standards or of specific conditions of the warrant approving the temporary structure may be grounds for revocation of the approval.

~~vi.~~(f) Temporary structures may be approved for a maximum of six (6) months, renewable administratively up to two (2) additional times in maximum periods of six months each time for a maximum of eighteen (18) months. Notwithstanding the foregoing, temporary sales centers may be approved for a period of up to twelve (12) months, renewable administratively up to two (2) additional time twelve (12) month periods for a maximum of thirty-six (36) months.

~~vii.~~(g) Staff shall provide courtesy notification to the Village Commission of temporary structures and activation projects administratively approved in accordance with this subsection.

~~(2)~~b. Private Frontages and Facades.

(~~a~~1)The *Sidewalk-Level Facades* of all *Buildings* shall be glazed with no less than seventy percent (70%) clear glass as measured between the finished floor and ceiling including the glass area of the front door.

(~~b~~2)The *Facades* of all *Sidewalk-Level Commercial Spaces* shall be detailed as Shopfronts. Shopfronts shall conform to *Section 15.2.E.* Shopfront Standards. Lobbies, ~~c~~Civic and ~~c~~Civic-~~s~~Support uses, live-work units, and townhouses are not required to be detailed as *Shopfronts.*

(~~3~~c) Outdoor Commercial Uses.

~~i.~~(a)Temporary exterior commercial uses and displays along the shopfront's adjacent sidewalks are encouraged and allowed by Warrant. All temporary displays shall maintain a minimum clear pedestrian walkway of five (5) feet.

~~ii.~~(b)For outdoor dining areas on sidewalks that are in the public *Right-of- Way*, see *Section 8.17.H.* Outdoor dining and sidewalk cafes in Supplemental Development Standards.

~~iii.~~(c)Outdoor dining areas on sidewalk easements and the Island Walk easement are encouraged and allowed by Warrant, subject to the following standards:

(i) Outdoor dining areas may be separated from public walkways and streets using railings, wrought-iron fences, planters, and landscaping; and

(ii) A minimum unobstructed pedestrian path of at least five (5) feet wide, clear of all outdoor furniture and landscaping, shall be provided at all

times.

(4d) Galleries and Arcades.

i.(a) For the Gallery Frontage Type, see *Section 15.6.A.g.* Frontage Type Table.

ii.(b) For the Arcade Frontage Type, see *Section 15.6.A.h.* Frontage Type Table.

iii.(c) See also *Section 15.7.D.* Section Detail Illustration – T6.

iv.(d) The *Height* shall be the same as the Height of the first *Story.*

v.(e) The columns shall be located two (2) feet from the *Property Line.*

vi.(f) Columns shall be spaced approximately twenty (20) feet on center and no less than eighteen (18) feet on center.

vii.(g)A cornice or roof extension shall project one (1) foot minimum and two (2) feet maximum from the outer face of the *Gallery* or *Arcade* and shall not overhang the *ROW.*

viii.(h)Gallery details.

(i) Galleries shall be made of metal.

(ii) Columns shall be round with a maximum diameter of ten (10) inches.

(iii) The ceiling decking that is visible formfrom the *Sidewalk* shall be wood or a wood-like material.

(iv). A roof deck on top of the Gallery at the second Story is allowed. Decking for the roof deck shall be made of wood or a wood-like material. Railings shall be made of metal.

ix(i).Arcade details.

(i) Arcades shall be made of materials that complement the architecture of the *Building.*

(ii) Columns shall be no more than four (4) feet wide and two and a half (2.5) feet deep.

f6. Sign Standards. See *Section 15.2.F.*

g7. Landscape and Waterfront Design Standards.

(1a) Landscape Standards.

(a1) *Open Space* shall be ten percent (10%) of the total lot area.

(b2) Where a Gallery or Arcade is not provided, street trees shall be planted. The trees shall be planted two (2) feet inside the Property Line, aligned with the Gallery or Arcade columns. Tree wells may encroach into public right-of-way. The spacing shall be similar to the Gallery or Arcade columns, between twenty (20)

and twenty-five (25) feet on center. The species shall be native or *Florida-Friendly*. See *Chapter 9 Division 4,* Landscaping.

(~~2~~b) Island Walk.

(~~a~~1) *Purpose and Intent.* The Island Walk is a public access, mixed-use *Pedestrian Promenade* along the waterfront that shall feel public, provide visual access to the *Bay*, enhance visual quality, connect to other public areas, and provide venues for public art, historic *Signage*, and environmental education signage. Where practical, retail, *Restaurants* with *Outdoor Dining*, boating, and fishing activities should be incorporated into waterfront designs. Boat access from the water to the land is encouraged.

(~~a~~1) General requirements.

~~i.~~(a) Every waterfront property shall provide an eighteen (18) foot wide *Island Walk Easement* within the twenty-five (25) foot waterfront *Setback.*

~~ii.~~(b) The location of the *Easement* shall be indicated on the site plan for the site plan approval process and recorded with the *Village.*

~~iii.~~(c) The Island Walk shall be open to the public and accessible for use, from 6 AM until midnight ~~PM~~ every day, except where an abutting establishment closes later, the closing time shall extend commensurate with the commercial establishment's closing hours, or as may be determined in a Development Agreement approved by the Village Commission pursuant to Sec. 8.15 of the ULDC.

~~iv.~~(d) Restaurants with outdoor dining, retail, kiosks for food and retail sales are all allowed and encouraged.

~~v.~~(e) Access to docks for boats or overwater seating is allowed and encouraged.

~~vi.~~(f) Railings, *Walls*, *Fences* are not allowed between the circulation zone and the water.

~~vii.~~(g) The surface shall be six (6) to eight (8) inches below the *Sea Wall Cap*.

(~~c~~3) Design Standards for the Island Walk. The Design Criteria applicable to the Island Walk are established in *Sec. 8.17.O.* of the ULDC. The provisions of this subsection shall supersede those of Sec. 8.17.O in case of conflict, when addressing the requirements applicable to properties located in the T6 zone.

The easement shall consist of three zones, which are listed below in order from the landward edge of the sea wall cap and progressing landward towards the private property. See *Sections 15.7.B.*and 15.7.C Section Detail Illustrations – T6.

~~i.~~(a) Safety zone. A minimum three (3) foot wide area adjacent to the sea wall that shall be paved and/or landscaped.

(i) Whereas railings, walls and/or other barriers are not desirable along the water's edge, waterfront users should be warned when coming close to the water with a minimum three (3) foot wide safety zone consisting of a rough textured surface that discourages walking.

(ii) Paving within the safety zone shall be a type of cobble stone with "river rock," approximately ¾ to 1 ½ inches in diameter, set in concrete leaving a relief of ¼ to ½ inches or similar aggregate pavers with ADA domes.

(iii) Planting beds shall be a minimum of three (3) feet wide with palm trees planted at grade providing shade to pedestrians. Trees shall be evenly spaced at approximately twenty (20) to twenty- five (25) feet on center. Low level plantings may be provided at the base of the trees or palms, not to exceed two (2) feet in *Height*. Landscape lighting may be provided to accentuate trees or palms in this area.

(iv) In areas between the planting beds, a minimum three (3) foot wide uniform exposed aggregate finish such as a river rock textured surface shall be provided to warn pedestrians of the water's edge meeting Americans with Disabilities Standards.

(v) Bollard lighting within the textured surface adjacent to the circulation zone shall be installed to provide pedestrian/pathway lighting. Bollards shall be evenly spaced at the same spacing as trees, when present, or approximately twenty (20) to twenty-five (25) feet on center.

(~~d~~b) Circulation zone. A twelve (12) foot wide minimum unobstructed, linear pedestrian walkway. The maximum width is nineteen (19) feet.

(i)~~.~~ The circulation zone will typically be located immediately adjacent to the riparian right-of-way. However, it may meander within the twenty-five (25) foot shoreline setback.

(ii)~~.~~ Offsets in the alignment of the walkway shall not exceed seven (7) feet and be spaced not less than fifty (50) feet apart.

(iii)~~.~~ The circulation zone shall align with previously completed portions of the *Island Walk* on adjacent parcels.

(iv)~~.~~ The passive zone shall follow the path of the circulation zone.

(v)~~.~~ The safety zone shall follow the edge of the sea wall.

(vi)~~.~~ Obstructions to movement (trees, bollards, lighting, etc.) within the circulation zone shall not reduce the clear width of the walkway to less than fifteen (15) feet at any point.

(vii)~~.~~ The circulation zone shall be constructed of non-slip paving materials with high aesthetic appearance and structural qualities to support emergency vehicle access.

(viii) The circulation zone shall feature a distinctive paving pattern throughout the length of the *Island Walk*. The pattern shall be approved by the *Village Commission.*

(iv) The promenade surface shall be at a constant elevation and shall be accessible to handicapped persons throughout the entire length of the waterfront. Where slopes are required to harmonize with existing conditions, the slope shall be less than 1:20, if possible, so as to avoid handrails.

(~~e~~c) Passive zone. A minimum three (3) foot wide area located along the inland side of the circulation zone, interspersed with shade trees, low level plantings, site furniture, lighting, accessories, and concessions.

(i) Short lengths of the passive zone not to exceed ten (10) feet may be elevated eighteen (18) to twenty-four (24) inches above the level of the promenade for plantings, seating, and enhanced *Bay* views.

(ii) All benches shall have back rests, and their placement shall emphasize direct views of the water.

(iii) Site furniture may include overhead canopies, concessions, etc. and shall be confined to this zone. All furniture shall be permanently installed preferably by direct burial in concrete.

(iv) Accessories include benches, trash receptacles, drinking fountains, pedestrian scale light poles and landscape lighting. Appropriate additional furniture including overhead canopies or shelters, drinking fountains, etc., shall be confined to the passive zone.

(v) The passive zone may be paved in plain concrete or the paver on the main circulation zone.

(vi) Where the transition zone has active uses, connections shall be provided between the transition zone and the circulation zone.

(~~f~~d) Transition zone. A maximum seven (7) foot wide zone that is the balance of the waterfront setback that is not part of the *Island Walk Easement*. Typically, it is located on the landward side of the easement fronting the *Building*, but it may be located between the easement and the water to accommodate active uses such as outdoor seating. A property owner may opt for no transition zone, in which case the width of the Island Walk easement equals the waterfront setback.

(i) Active uses are allowed and encouraged, including restaurants, outdoor seating, retail *Shopfronts,* and kiosks/stands for food and retail sales and rental of recreational equipment.

(ii) Where the Building features active uses, these shall be connected to the Island Walk. They shall not be screened visually.

(iii). The entire transition zone may be paved. The paving should be flush with the Island Walk, pervious, and feature a pattern distinct from the circulation zone.

(iv). If landscaped, the grade may be flush with the Island walk or elevated up to twenty-four (24) inches.

(v). Security to limit public access to private property may be provided by *Fences*, grade changes or retaining *Walls*. All screens and walls shall be landscaped to reduce their visual impact on the walkway.

(vi). For adjacent developments that serve the public (i.e., *Restaurants*, shops, *Hotels*, entertainment, etc.) provision of wide, visible, and easy pedestrian access to the waterfront shall be assured.

(vii). In general, landscaping and security barriers shall not visually screen the waterfront from adjacent active uses, such as retail restaurants, or entertainment.

(ge) Exceptions.

i. Where existing obstructions, such as swimming pools or buildings, obstruct the path of the Island Walk, it may be constructed over the water with permission of the *Planning and Zoning Board*. The overwater version shall follow the same dimensions and include the same zones as described in the Design Standards for the Island Walk.

(hf) Standards and Guidelines for Design Elements.

(i). Landscaping.

(i)1. Plant material shall be salt-tolerant and primarily native or Florida-Friendly.

(ii)2. Royal Palms shall be planted along the Safety Zone spaced approximately twenty (20) to twenty-five (25) feet on center.

(iii)3. Shade trees shall be planted within the passive and transition zones spaced approximately twenty (20) to twenty-five (25) feet on center.

(iv)4. Low-level plantings, including shrubs, low shrubs, and groundcovers, should be planted at the base of trees and palms to enhance Island Walk aesthetics and to help buffer the walkway perimeters.

(v)5. Raised planters, if used, shall be confined to the passive zone, and all planter walls shall double as sitting walls, eighteen (18) to twenty-four (24) inches in height.

(ii). Lighting.

(i)1. Lighting at the water's edge shall be confined to eight (8) inch diameter bollards, which shall be twenty-four (24) to thirty (30) inches

high and spaced approximately twenty (20) to twenty-five (25) feet on center.

~~(ii)~~2. Bollards shall be illuminated with one hundred (100) watt LED lamps with down illumination not extending beyond the sea wall line.

~~(iii)~~3. Overhead lighting shall be confined to the passive zone and consist of down lighting with lamps not over fourteen (14) feet high, 175-watt LED, and spaced approximately forty (40) to fifty (50) feet on center.

~~(iv)~~4. Uplighting of landscaping shall not be allowed unless the light source is not visible to adjacent residential units.

~~(v)~~5. The color temperature of lamps shall be no more than 2,700K.

~~(vi)~~6. Colored lighting, except for private signs, shall not be used.

~~(vii)~~7. Simple contemporary fixture design shall be used as opposed to highly stylized, vintage or period designs.

(iii)~~.~~ Signage.

~~(i)~~1. All public access waterfront walks shall be marked with a standard Island Walk identification sign, to be specified by the Village.

~~(ii)~~2. All major public access points, including park walkways, roadways, dedicated midblock walks and public plazas, shall be marked with a standard Island Walk identification sign, to be specified by the Village.

~~(iii)~~3. Adjacent accessible publicly oriented private development, such as cafes or shops, shall identify the use with signage in the transition zone. See Shopfront standards in Section 15.5.E and Signage standards in Section 15.~~1~~2.F.

~~(iv)~~4. Uniformly designed historic or environmental markers and descriptive plaques shall be placed in the passive zone.

~~(v)~~5. Signage shall identify access points and adjacent activities (cafes, shops, etc.) for boaters.

(~~3~~c) View Corridors.

(~~a~~1) Purpose and intent. The purpose of a View Corridor is to provide visual access to the public from Kennedy Causeway to the water. In addition, it should provide public access to and from the Island Walk in an appealing, Woonerf-type shared space that prioritizes the pedestrian experience over vehicles. The View Corridor may serve as the primary pick-up, drop-off and valet zone, and it may provide access to parking, loading and service areas that are screened from view.

(~~a~~1) The width of the View Corridor shall equal twenty percent (20%) of the lot width. In T6-30, the View Corridor shall be located on the west side of the lot.

(~~b~~2) The entire View Corridor shall be open space, of which fifty percent (50%) may be landscaped. All non-landscaped areas shall be paved with pervious pavers.

(~~c~~3) The grade shall not rise more than two (2) feet above the Island Walk.

(~~d~~4) Landscaping shall be flush with the pavement except that twenty-five percent

(25%) of the landscaped area may be in raised planters. The planters shall not be higher than eighteen (18) inches above grade and shall be designed to accommodate seating.

(~~e~~5) To preserve views and foster safety, there shall be minimal vegetation and foliage between three (3) and eight (8) feet above the grade of the Island Walk. This restriction shall not be construed to limit tree trunks and palms.

(~~f~~6) Curbs, if present, shall be flush.

(~~g~~7) Vehicular traffic is allowed on no more than fifty percent (50%) of the area. Parking is not allowed. Standing vehicles shall not exceed twenty (20) minutes. Turning movements associated with access to loading docks are allowed.

(~~h~~8) Vehicular traffic shall be controlled with paving patterns, bollards, flush curbs, and low planters. Where bollards are used, the minimum number should be deployed to control vehicular movements.

(~~i~~9) The ground floor of the Building facing the view corridor shall contain habitable spaces that are at least twenty (20) feet deep and shall conform to the Architectural Standards in Section 15.3.e.

(4d) Island Walk Public Access Walkways.

(~~a~~1) All waterfront properties in the KBD shall provide and maintain a 5-foot (min.) wide public access connection walkway between the Island Walk and Kennedy Causeway.

(~~b~~2) The Island Walk Access shall be located within the View Corridor. Additional Paseos or breezeways are encouraged.

(~~c~~3) The path shall be ADA compliant and not contain any steps.

(~~d~~4) The Island Walk Access shall not be separated or distinguished from the View Corridor.

(~~e~~5) The Island Walk Access shall be open to the public during the hours that the Island Walk is open.

(~~f~~6) The easement shall be indicated on the site plan for the site plan approval process and recorded with the Village.

(~~5~~e) Waterfront Sites. For additional standards, see Chapter 9 Division 5, Design Standards for Coastal Sites.

~~h~~8. Ambient Standards.

(~~1~~a) Noise regulations shall be as established in the Village Code of Ordinances.

(~~2~~b)Average lighting levels measured at the Building Frontage shall not exceed twenty foot-candles (20 fc).

(~~3~~c)Lighting of Building and contingent Open Spaces shall be compatible with street lighting of Abutting public spaces. Interior garage lighting fixtures shall not be visible from streets, view corridors or the water.

(4d)The lighting fixtures of exposed rooftop parking shall be concealed by a parapet wall and shall not be seen from surrounding streets.

~~i~~9. Tables and Illustrations Specific to Zones.

(~~1~~a) For T6-24 and T6-24MU (Municipal Use), refer to *Section 15.7.B.*

(~~2~~b) For T6-30, refer to *Section 15.7.C.*

(~~3~~c) For T6 Section Detail, refer to *Section 15.7.D.*

(4d) For design review criteria table, refer to *Section 15.7.I.*

§ 15.4. Definitions.

This ~~s~~Section provides definitions for terms in Chapter 15, Form-Based Code that are technical in nature or that might not otherwise reflect a common usage of the word. Refer to *Chapter 3* for definitions of terms that are pertinent to other ~~c~~Chapters of this Code. If a term is not defined in this section or Chapter 3, the *Village Manager* or ~~his/her~~ designee shall determine the definition of the term. If there is a conflict between Chapter 3 and this ~~s~~Section, this section shall take precedence.

A. *Definitions of Building Function (Uses)*.

See tables in *Section 15.7.A*. ~~and Section 15.7.G~~ for Building Function (Uses) and Parking Requirement.

1. Residential.

This category is intended to encompass land use functions predominantly of permanent housing.

Single-Family Residence. Detached *Building* used as permanent residence by a single housekeeping unit. The term is general, applying to all detached house types. Also known as *Primary Dwelling Unit.*

Community Residence. A "resident", for the purpose of a *Community Residence*, may include any persons as defined in the following statutes.

(1) A disabled adult or frail elder as defined in *Section 429.65 (8)* and *(9)*, Florida Statutes.

(2) A physically disabled or handicapped person as defined in *Section 760.22(7),* Florida Statutes.

(3) A developmentally disabled person as defined in *Section 393.063(12),* Florida Statutes.

(4) A child as defined in *Section 39.01(12),* Florida Statutes.

(5) A *Dwelling Unit* of six or fewer residents that meet the definition in *Section 419.001*, Florida Statutes for a "community residential home" of such size; or

(6) A Dwelling Unit licensed to serve clients of the *State Department of Children and Families*, which provides a living environment for seven to fourteen unrelated residents who operate as the functional equivalent of family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents, as defined in *Section 419.001*, Florida Statutes; or

(7) An adult family-care home as defined in *Section 429.65*, Florida Statutes, which

provides a full-time, family-type living arrangement, in a private home, under which a person who owns or rents the home provides room, board, and personal care on a 24-hour basis, for no more than five disabled adults or frail elders who are not relatives.

Accessory Dwelling Unit (ADU). A Dwelling Unit sharing ownership and utility connections with a *Primary Building* and contained on the same *Lot.* An Accessory Dwelling Unit may be attached by ~~a Backbuilding~~ or detached from the Primary Building, and the unit shall not count towards maximum *Density* calculations. Also known as an Accessory Unit, Ancillary Unit or Ancillary Dwelling Unit.

Two Family-Housing. Two (2) Dwelling Units sharing a detached *Building*, each Dwelling Unit of which provides a residence for a single housekeeping unit. Also known as a duplex.

Multi-Family Housing. A Building or portion thereof, containing three or more Dwelling Units where each unit has direct access to the outside or to a common hall. A multifamily *Structure* where Dwelling Units are available for lease or rent for less than one month shall be considered *Lodging.*

Dormitory. A Building used primarily for sleeping accommodations for students or staff related to an educational institution or place of employment.

Home Office. A space within a Dwelling Unit devoted to a non-retail business activity belonging to the resident thereof that is clearly secondary in *Use* to the residence, that does not alter the exterior of the property or affect the residential character of the *Neighborhood*, and that meets all legal requirements of the business.

Live-Work. A Dwelling Unit that contains a commercial or office component which is limited to a maximum fifty percent (50%) of the Dwelling Unit area.

Rowhouse. A *Rear-Yard Building* type. A *Single-Family Dwelling* with common *Walls* on the side *Lot Lines*, the facades forming a continuous frontage line. Rowhouses are the highest density type able to provide private yards. Syn. Townhouse, Terrace House.

Townhouse. See Rowhouse.

2. Lodging.

This category is intended to encompass *Land Use* functions predominantly of sleeping accommodations occupied on a rental basis for limited periods of time. These are measured in terms of lodging units: a lodging unit is a furnished room of a minimum two hundred (200) square feet that includes sanitary facilities, and that may include a *Kitchenette.*

Bed & Breakfast. A group of lodging units not to exceed ten (10) units that may provide services for dining, meeting, and recreation.

Hotel. A group of lodging units exceeding twenty-five (25) units that may provide services for dining, meeting, and recreation.

Inn. A group of lodging units not to exceed twenty-five (25) units that may provide services for dining, meeting, and recreation.

3. Office.

This category is intended to encompass land Use functions predominantly related to business, professions, service, or government.

Office. A *Building* or portion thereof used for conducting a business, profession, service, or government. Such facilities may include, but are not limited to, offices of attorneys, engineers, architects, physicians, dentists, accountants, financial institutions, real estate companies, insurance companies, financial planners, or corporate offices, and exclude manufacturing activities.

4. Commercial.

This category is intended to encompass land Use functions of retail, service, entertainment, or recreational establishments and supporting office.

Alcohol Service Establishment. A place of business selling *Alcoholic Beverages* for consumption on the premises, and where the sale of food may be incidental to the sale of such beverages. This includes any establishment in receipt of a valid alcoholic beverage license from the state which permits the sale for consumption on the premises of alcoholic beverages as a Use. Alcohol beverage service establishments may include, but are not limited to bars, taverns, cocktail lounges, nightclubs, or supper clubs.

Auto-Related Commercial Establishment. A place of business serving auto-related needs including, but not limited to car rental, car wash, gas station, mechanic offering minor repairs, retail sales such as auto parts, tire store, indoor car sales. Uses not included: major mechanical work; body work; painting; steam cleaning; welding; outdoor car sales; storage of automobiles not in operating condition; commercial parking Lot or commercial garage; or any work involving undue noise, glare, fumes, or smoke, all of which are considered auto-related industrial activities.

Entertainment Establishment. A place of business serving the amusement and recreational needs of the community. Such facilities may include, but not limited to cinemas, billiard parlors, teen clubs, dance halls, or video arcades. Uses not included: *Entertainment Establishment, Adult.*

Entertainment Establishment, Adult. A place of business that sells, rents, leases, trades, barters, operates on commission or fee, purveys, displays, or offers only to or for adults products, goods of any nature, images, reproductions, activities, opportunities for experiences or encounters, moving or still pictures, entertainment, or amusement distinguished by purpose and emphasis on matters depicting, describing, or relating by any means of communication from one (1) person to another to “specified sexual activities” or “specified anatomical areas” as herein defined. An adult entertainment or adult service establishment is not open to the public generally but only to one (1) or more classes of the public, excluding any person under eighteen (18) years of age. It is the intent of this definition that determination as to whether or not a specific establishment or activity falls within the context of regulation in this Code shall be based upon the activity therein conducted or proposed to be conducted as set out above and, in these regulations, shall not

depend upon the name or title of the establishment used or proposed. Thus, the terms "adult bookstore," "adult massage parlor," "adult motion picture theater," "adult private dancing," and "adult escort service" are encompassed within this definition of "adult entertainment or services," but the term "adult entertainment or adult services" is not to be deemed limited by the enunciation of specific activities listed before.

Food Service Establishment. A place of business dedicated to the preparation and sale of food and beverage for immediate consumption on or off site.

General Commercial. A place of business providing the sale and display of goods or sale of services directly to the consumer, with goods available for immediate purchase and removal from the premises by the purchaser. General commercial goods include, butare not limited to, clothing, food, furniture, pharmaceuticals, books, art objects and the like. General commercial services include, but are not limited to, barber shops; beauty salons; travel agencies; fortune tellers; retail dry cleaning; express delivery service; health spas and fitness studios; photo studios; Funeral Homes; Animal Clinics; repair service establishments, Employment Office; and the like. General Commercial services exclude: Auto-Related or Marine-Related Establishments; Commercial Storage Facilities, Pawn Shops, and the like.

Marine-Related Commercial Establishment. A place of business serving marine-related needs including but not limited to boat repairs, boat storage, boat servicing, boat rentals; or a place of business provides marine-related retail including but not limited to bait and tackle stores, boat sales, and marine supplies stores. Uses not included are; all industrial vessel paint and body work; and industrial major engine work or overhaul, all of which are considered marine-related industrial activities.

Open Air Retail. A retail sales establishment operated substantially in the open air including, but not limited to farmers market, Flea Markets, and the like. Uses not included are car sales, equipment sales, boats sales, and home and garden supplies and equipment.

Place of Assembly (POA). A commercial facility for public assembly including, but not limited to arenas, auditoriums, conference facilities, convention centers, exhibition halls, major sports facilities, theaters and performing arts centers, and the like.

Recreational Establishment. A place of business providing group leisure activities, often requiring equipment and open to the public with or without entry or activity fees. This may include, but is not limited to game courts, skating rinks, bowling alleys, commercial golf facility, gyms *Inn. A* group of lodging units not to exceed twenty-five (25) units that may provide services for dining, meeting, or sports rooms.

Self-Storage Facility. A *Building* or portion thereof segregated into storage cubicles used exclusively for the dead storage of excess property. Such term shall not include the conduct of business activities other than rental of storage units on the premises nor allow outside storage of property.

5. Civic.

This category is intended to encompass land Use functions predominantly of community-oriented purposes or objectives including those of not-for-profit organizations dedicated to arts and culture, education, recreation, religion, government, and the like.

Community Facility. A non-commercial facility established primarily for the benefit and service of the general public of the community in which it is located. Such facilities include but are not limited to community centers; North Bay Village offices; and cultural facilities, such as libraries and museums.

Recreational Facility. A non-commercial facility, primarily an open space, serving the recreation needs of the general public. This may include but is not limited to golf courses, parks, camping facilities, playfields, and playgrounds.

Regional Activity Complex. A large facility encompassing at least one *Principal Building* with possible *Accessory Structures* designed and outfitted as a venue for large assemblies, performances, or events intended to serve as a regional destination. *Regional Activity Complexes* shall be located in parcels larger than four (4) acres; shall be equipped to provide permanents seating for more than 4,000 patrons or providemore than 100,000 square feet of exhibition space, and shall provide *Off-Street Parking* for more than 1,000 vehicles.

Religious Facility. A facility used for regular organized religious worship and related activities.

6. Civil Support.

This category is intended to encompass land uses predominantly supportive of other urban Uses and functions.

a. *Community Support Facility.* A facility providing basic services, for the benefit and service of the population of the community in which it is located. Such facilities may include but are not limited to police and Fire Stations, Extended Care Facilities, Nursing Homes, convalescent homes, Continuing Care Facility, and Assisted Living Facility or Adult Daycare Center as defined by *Chapter 429*, Florida Statutes.

b. *Infrastructure and Utilities.* A facility or *Structure* related to the provision of roads, water, and sewer lines, electrical, telephone and cable transmission, and all other utilities and communication systems necessary to the functioning of a community.

c. *Major Facility.* A large facility of an institutional nature including but not limited to Hospitals, public health and social service facilities, research facilities, shelters, judicial Buildings, Jails, Detention Facilities, work camps, cemeteries, mausoleums, Ambulance Services, Pharmaceutical Laboratories, or the like.

d. *Marina.* A facility for storage, servicing, fueling, berthing, or securing of boats. The Use does not include marine-related industrial activities.

e. *Public Parking. A* parking facility available to the general public for parking motor vehicles, including parking lots or garages.

f. *Rescue Mission.* A facility providing personal assistance to individuals in need; such assistance to individuals may include temporary shelter, food services provisions, counseling, instruction, medical services, and other incidental services.

g. *Transit Facility.* A facility providing accommodations by public, private, or nonprofit entities for the conveyance of persons from one place to another by means of a transportation system, including but not limited to bus terminal, railroad station, freight terminal, airport, helistop, or seaport.

7. Educational.

This category is intended to encompass land Use functions connected with providing education, training, or care of children and students of all ages.

a. *Childcare.* A facility where six (6) or more children are cared for on a part-time basis by day or by night including after-school care. The term does not include community based residential facilities, Family Care Homes, foster homes, group homes, rehabilitation or detention centers, orphanages, or other places operating primarily for remedial care.

b. *College / University.* A facility for post-secondary education that grants associate, bachelor, master, or doctoral degrees, and may include research functions or professional schools.

c. *Elementary School.* A facility offering instruction at the elementary school level.

d. *Learning Center.* A facility offering to students training, tutoring or instruction in subjects such as languages, music, fine arts, or dance. This may include provision of electronic testing and distance learning.

e. *Middle / High School.* A facility offering instruction at the middle or high school level.

f. *Pre-School.* A facility offering care and instruction of children who are pre-elementary school age.

g. *Research Facility.* A facility for research and development that does not involve the use of human testing, animal husbandry, incinerators, heavy equipment, mass manufacturing, fabrication, processing, or sale of products. Any facility involving human testing, animal husbandry, and the use of incinerators shall be considered a Major Facility.

h. *Special Training / Vocational.* A facility offering instruction or training in trades or occupations such as secretarial, paralegal, business, beauty, barber, bartender, acupuncture, massage, design, fine arts, music and dance or other similar vocations. This classification excludes training and education in any activity that is not otherwise permitted in the zone.

8. Industrial.

This category is intended to encompass *Land Use* functions connected with a business or activity involving manufacturing, fabrication, assembly, distribution,

disposal, warehousing or bulk storage, trucking and equipment facilities, and other business serving primarily industrial needs. *Residential Uses* are not permitted except for live- aboard in commercial marinas, and limited work-live Uses.

B. *Definitions of Terms*.

"A" Terms

~~1.~~ *A-Frame Sign*. A type of freestanding, portable sign consisting of two faces connected and hinged at the top and whose message is targeted to pedestrians (also known as a sandwich board sign).

~~2.~~ *Abandoned Sign*. A sign which has not identified or advertised a current business, service, owner, product, or activity for a period of at least six (6) months.

~~3.~~ *Abutting.* To reach or touch; to touch at the end or be contiguous with; join at a border or boundary; terminate on. Abutting properties include properties across a *Street* or *Alley*.

~~4.~~ *Accessory Building.* A *Building* separate from and subordinate to the *Principal Building* on a *Lot* and used for purposes incidental to those of the principal building. Syn. Backyard Cottage, Garage Apartment, Granny Flat, Ancillary Apartment.

~~5.~~ *Accessory Dwelling Unit (ADU).* See Accessory Dwelling Unit, in *Section 15.4.A.1.*

~~6.~~ *Accessory Unit.* See *Accessory Dwelling Unit.*

~~7.~~ *Address Plaque*. A small *Sign* mounted to the front or side of a *Building* at the pedestrian level, or dimensional letters mounted above the door, conveying the numerical street address of the building.

~~8.~~ *Albedo.* The ratio of light reflected by a surface.

~~9.~~ *Allee.* A regularly spaced and aligned row of trees usually planted along a *Street* or *Pedestrian Passage.*

~~10.~~ *Alley.* A *Thoroughfare* (not officially designated as a street) designated by a recorded plat, deed, or legal instrument, to be a secondary means of vehicular access to the rear or side of properties otherwise Abutting a *Street*; an Alley may connect to a vehicular driveway located to the rear of *Lots* providing access to outbuildings, service areas and parking, and containing utility *Easements*.

~~11.~~ *Arcade.* An open *Structure* that projects from the front of a *Building* and covers a sidewalk, providing protected access along one or more sides of a Building. It is typically a substantial, masonry colonnade with or without arches supporting habitable space above. Compare to *Gallery.*

~~12.~~ *Arcade Frontage.* See *Section 15.6.A.* Frontage Types Table. A Private Frontage conventionally for *Retail* use wherein the *Facade* is a colonnade that overlaps the *Sidewalk*, while the Facade at the Sidewalk level remains at the *Frontage Line*. The covered pedestrian way is within the *Building* and there is *Habitable Space* above.

~~13.~~ *Architectural Features.* Prominent or significant parts or elements of a *Building* or *Structure.*

~~14.~~ *Architectural Screening.* A decorative architectural element which may be incorporated into or applied to a building's façade to provide visual texture or layering; add permeability; regulate light, thermal, and/or sound; and provide privacy control or optical filtering. Screens come in a wide variety of materials, designs, and styles. See also *Screening.*

~~15.~~ *Average Sidewalk Elevation.* The average of the record profile grade elevation of each of the *Streets* Abutting a development, as determined and on file with North Bay Village *Works Department.*

~~16.~~ *Awning.* A movable roof-like *Structure*, cantilevered or otherwise entirely supported from a *Building*, used to shade, or screen windows or doors.

~~17.~~ *Awning Sign*. A sign painted on, printed on, or applied to an awning.

~~18. *Backbuilding.* A single-story Structure with a maximum width of twelve (12) feet connecting a Primary Building to an Outbuilding.~~

"B" Terms

~~19.~~ *Balcony.* An unenclosed habitable *Structure* cantilevered from a *Facade* or *Building Elevation.*

~~20.~~ *Band Sign*. See *Wall Sign.*

~~21.~~ *Banner Sign*. A *Sign* consisting of cloth, bunting, plastic, paper, or similar non-rigid material attached to a *Structure*, staff, pole, rope, wire, or framing which is anchored on two or more edges. Banners are temporary in nature and do not include flags.

~~22.~~ *Base Building Line.* The officially mapped *Street Lines*. Lines so established may fall within the boundaries of *Lots* and shall be used instead of the Lot lines adjacent to the streets in determining the *Layers* and *Setbacks*.

~~23.~~ *Base Flood.* The 100-year flood, i.e., the flood that is estimated by *FEMA* to have a 1% chance of occurring in any given year. This is the event that is used by the *National Flood Insurance Program (NFIP)* for determining flood risk and for emergency planning purposes.

~~24.~~ *Base Flood Elevation (BFE).* The estimated elevation of the *Base Flood* within a particular zone, as listed on the *FEMA Flood Map* and periodically updated based on new data and improved technology.

~~25.~~ *Bay Window.* An architectural feature of habitable space with large windows that projects beyond the exterior wall of a *Building*. The exterior walls shall be at least fifty percent (50%) glass.

~~26.~~ *Bed and Breakfast.* See *Section 15.4.A.2*, Lodging Use

~~27.~~ *Bicycle Lane.* A lane dedicated for bicycle use demarcated by striping or otherwise separated from vehicle lanes.

~~28.~~ *Bicycle Rack Space.* Parking space for any two-wheel alternative mode of transportation including: bicycle, scooter, motorcycle, Segway®, etc.

~~29.~~ *Bicycle Route.* A *Thoroughfare* designated for shared use of bicycles and automobiles.

~~30.~~ *Billboard*. A *Sign* which directs attention to a business, product, commodity, service, entertainment venue, or facility not located, conducted, sold, or offered upon the premises where such sign is located, or which calls public attention to a candidate, cause, or public issue and which may be either freestanding or mounted upon a *Building.*

~~31.~~ *Block.* The aggregate of private *Lots*, passages, rear lanes and *Alleys*, the perimeter of which abuts *Thoroughfares.*

~~32.~~ *Build-to Line.* A line established within a given *Lot* indicating where the outer edge of a *Structure* must be located.

~~33.~~ *Building.* Any *Structure* having a solid roof intended for shelter or enclosing of persons, animals, chattels, property, equipment or a process of any kind or nature, excluding freestanding tents, freestanding awnings, and cabanas and screened enclosures.

~~34.~~ *Building Code*. The State of *Florida Building Code.*

~~35.~~ *Building Configuration.* The form of a *Building,* based on its massing, *Private Frontage*, and *Height.*

~~36.~~ *Building Height.* The vertical extent of a *Building* measured in feet.

~~37.~~ *Bulkhead* (in the context of *Sea Walls*). Synonym for Sea Wall. Definition forthcoming. A vertical wall which separates a body of water from adjacent land.

~~38.~~ *Bulkhead* (in the context of *Shopfronts*). A low wall on a shopfront between the sidewalk grade and the shopfront windows typically between 18 and 30 inches in height.

"C" Terms

~~39.~~ *Canopy.* A multi-sided overhead architectural projection supported by attachments to a *Building* on one or more sides and either cantilevered from such building supported by columns at additional points, or freestanding, with or without *Signage.*

~~40.~~ *Canopy Sign*. A sign that is part of, or attached to, a canopy.

~~41.~~ *Cap (*in the context of *Sea Walls*). A box structure which ties together a seawall at the top.

~~42.~~ *Civic.* Uses held in private or public ownership but functioning for community purposes such as religious, cultural, environmental, or educational uses. See *Section 15.4.A.5*.

~~43.~~ *Civic Building.* A *Building* designed specifically for a *Civic Function.*

~~44.~~ *Clearance*. The distance above the walkway, or other surface if specified, to the bottom edge of a *Sign*. This term can also refer to a horizontal clear distance between two objects.

~~45.~~ *Clear Window*. The glass surface of a window that allows visual permeability without tinting or *Screening*.

~~46.~~ *Code.* The *NBV 100 Code*. May also be referred to herein as this Code.

~~47.~~ *Commercial. See Section 15.4.A.4.*

~~48.~~ *Commercial Rental Sign*: See *Real Estate Sign.*

~~49.~~ *Common Lawn.* A *Frontage Yard* type with a deep *Setback*, remaining unfenced and visually continuous with abutting yards, supporting a common landscape that may be densely planted to buffer from high-speed *Streets*. See *Section 15.6.A.* Frontage Types Table.

~~50.~~ *Community Residence.* See *Section 15.4.A.*, Residential Use.

~~51.~~ *Comprehensive Plan.* The North Bay Village adopted *Comprehensive Plan*.

~~52.~~ *Configuration.* The form of a *Building* based on its massing, *Private Frontage* and *Height.*

~~53.~~ *Construction Sign*. Nonilluminated *Sings* that identify the architects, engineers, planners, contractors, or other individuals or firms involved with a construction project or announce the character or purpose of a project that may be displayed at the project site. The term does not include construction mesh, which is regulated under *Section 8.17.F* of the North Bay Village Unified Land Development Code.

~~54.~~ *Corner Sign*. A sign mounted perpendicularly from a *Building* edge along two frontages positioned at an equal degree to both frontages.

~~55.~~ *Cross-Block Passage.* See *Passage.*

~~56.~~ *Crown of Road*. The elevation of the crown of road. Refer to the *Department of Public Works.*

"D" Terms

~~57.~~ *Density.* The number of *Dwelling Units* within a standard measure of land area, usually given as units per acre.

Directory Sign. A sign type, whether wall-mounted or freestanding, which provides a listing of establishments within a building or series of buildings.

~~58.~~ *District.* See *Form-Based District.*

~~59.~~ *Dock.* See *Pier.*

~~60.~~ *Dormitory.* See *Section 15.4.A.*, Residential Use.

~~61.~~ *Dwelling Unit*. Residence of a single housekeeping unit.

"E" Terms

~~62.~~ *Easement.* A legal instrument, in a form approved by the *Village Attorney* and recorded in the county and *Village* records, that allows access through real property of the conveyor.

~~63.~~ *Eave.* The edge of the roof that meets or overhangs the walls of a *Building*.

~~64.~~ *Ecotone.* A region of transition between two biological communities.

~~65.~~ *Electric Vehicle (EV).* A vehicle which is powered by an electric motor drawing current from rechargeable storage batteries, fuel cells, or other portable sources of electrical current, and which may include a nonelectrical source of power designed to charge batteries and components thereof.

~~66.~~ *Elevation, Building*. An exterior wall of a *Building* not along a *Frontage Line* (See *Facade*).

~~67.~~ *Elevation, Floor*. Height of floor level.

~~68.~~ *Electronic Message Center (EMC) Sign.* A *Sign,* or portion thereof, that consists of electronically changeable alphanumeric text.

~~69.~~ *Encroachment*. *Building* element permissible within required *Setback.*

~~70.~~ *Enfront.* To place an element along a frontage, as in "arcades enfront the street."

~~71.~~ *Entrance, Primary*. The main point of access for pedestrians into a *Building.* It shall remain open and unobstructed during regular business hours.

~~72.~~ *Entry Height*. The maximum or mini-mum vertical dimension from the side-walk level measured from the midpoint of the lot frontage to the entry floor of a *Building.* Garages and outbuildings are exempt from this requirement.

~~73.~~ *Estate Sale Sign*. A temporary sign advertising a home sale of household goods.

~~74.~~ *Exception*. A permit for a deviation from the *Uses* allowed by this Code requiring a *Public Hearing*. See Chapter 4, *Section 4.4.*

"F" Terms

~~75.~~ *Facade*. An exterior wall of a *Building* that is set along a *Frontage Line*. All sides of a *Tower* shall be treated as Facades. (See *Elevation, Building*).

~~76.~~ *Fence*. A permeable metal or wooden wall, independent of a *Building,* located along a *Frontage Line.*

~~77.~~ *FEMA.* Federal Emergency Management Agency.

~~78.~~ *Finished Grade*. The final elevation of the average ground level adjoining a *Building* at all exterior walls after development.

~~79.~~ *Finished Floor Level*. The top of the structural floor members of the habitable spaces. See also ~~Section 15.3.A.2~~ *Section 15.3.C.*

~~80.~~ *FIRM~~.~~ (Flood Insurance Rate Map)*.* Provides information on flood risk including flood zones and *BFE*.

~~81.~~ *Flag Sign*. A *Sign* printed or painted on a cloth, plastic, canvas, or other like material with distinctive colors, patterns, or symbols attached to a pole or staff and anchored along only one edge or supported or anchored at only two corners. This definition shall include "feather flags" and "flutter flags."

~~82.~~ *Flood-proofing*. Any combination of structural and nonstructural additions, changes, or adjustments to *Structures*, which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitation facilities, or structures with their contents. Flood-proofing shall be certified by an engineer.

~~83.~~ *Floorplate*. The total indoor and outdoor *Floor Area* of any given *Story* of a *Building* measured to the exterior of the wall or balcony.

~~84.~~ *Floor.* See *Story.*

~~85.~~ *Floor Area, Gross*.* The floor area within the inside perimeter of the outside walls of the *Building* including hallways, stairs, closets, thickness of walls, columns and other features, and parking and loading areas, and excluding only interior *Atria* and open-air spaces such as exterior corridors, Porches, balconies, and roof areas. Also means *Building* or Development Capacity.

~~86.~~ *Floor Area, Net.* The actual occupied area of a floor, which excludes all the previously listed, routinely unoccupied accessory areas of a Building.

~~87.~~ *Floor Lot Ratio (FLR).* The multiplier applied to the net *Lot Area* that determines the maximum *Floor Area* allowed above grade in a given *Transect Zone*. The calculation of FLR includes parking and loading areas. The maximum FLR may exceed the actual capacity that a site can sustain when other regulations of the Code are applied to the site.

~~88.~~ *Food Service Establishment.* See *Section 15.4.A.4.*, Commercial Use.

~~89.~~ *For Sale Sign.* See *Real Estate Sign.*

~~90.~~ *Forecourt.* A three-sided courtyard on the front of a *Building* that opens on one side to a *Thoroughfare* or public *Right-of-Way*. Typically, the *Primary Entrance* is located in the *Forecourt*. See *Section 15.6.A.* Frontage Types Table.

~~91.~~ *Form-Based Code.* A ~~c~~Code that specifies form of the buildings graphically. Form-based codes generally prescribe building types, *Frontages*, and other characteristics while loosening restrictions on use. They do this by making use of the ability of harmonious urbanism and architecture to overcome objections to mixed-use.

~~92.~~ *Form-Based District.* An area composed of *Transect Zones.*

~~93.~~ *Frontage.* The area between a *Building Facade* and the vehicular lanes of a *Thoroughfare* or the pavement of a *Pedestrian Passage.*

~~94.~~ *Frontage, Building.* Synonym for *Facade.*

~~95.~~ *Frontage, Pedestrian.* That *Frontage* facing the public space that defines the primary, dedicated, and accessible pathway that runs parallel to the *Street.*

~~96.~~ *Frontage, Primary (principal).* That *Frontage* facing the public space such as a *Thoroughfare* of higher pedestrian importance (i.e., traffic volume, number of lanes, etc.).

~~97.~~ *Frontage, Private.* The *Layer* between the *Frontage Line* and the *Primary Building Facade*. The *Structures* and landscaping within the Private Frontage may be held to specific standards regarding the depth of the *Setback* and the combination of architectural elements such as Fences, Stoops, Porches, and Galleries.

~~98.~~ *Frontage, Public.* The area between the curb of the vehicular lanes and the *Frontage Line.* Elements of the Public Frontage include the curb, *Sidewalk,* planter, street tree, streetlight, street furniture, etc.

~~99.~~ *Frontage, Retail.* *Frontage* that is intended for retail use.

~~100.~~ *Frontage, Secondary.* That *Frontage* facing the public space such as a *Thoroughfare* that is of lesser pedestrian importance (i.e., traffic volume, number of lanes, etc.).

~~101.~~ *Frontage Line.* *Property Line* or *Base Building Line* Abutting a public space, such as a *Plaza* or *Thoroughfare*, whether at the front, rear, or side of a *Lot.* Facades parallel to *Frontage Lines* define the public realm and are therefore more regulated than the *Elevations* that coincide with other *Lot Lines.*

~~102.~~ *Function.* The land Use allowed on property according to this Code.

~~103.~~ *Future Crown of Road.* The highest projected elevation of the Crown of Road after the thoroughfare has been raised. Refer to the *Stormwater Management Plan* of the Department of Public Works for data.

"G" Terms

~~104.~~ *Gallery.* An open structure that projects from the front of a *Building* and covers a sidewalk, providing protected access along one or more sides of a Building. It is typically a light, metal colonnade with no habitable space above. See Gallery Frontage Type in *Section 15.6.A.* Frontage Types Table. Compare to *Arcade.*

~~105.~~ *Gallery Frontage.* See *Section 15.6.A.* Frontage Types Table.

~~106.~~ *Garage Sale Sign*. A temporary sign advertising a home sale of household goods.

~~107.~~ *Green Space. An Open Space outdoors, at grade, unroofed, landscaped, and free of impervious.*

~~108.~~ *Green Wall.* Refer to *Chapter 3*, and *Chapter 9, Division 4* – Landscaping. Green walls are also referred to as *Living Or Vegetated Walls*. See also *Screening.*

~~109.~~ *Ground floor.* Synonym for first *Story.*

~~110.~~ *Ground Sign*. A freestanding single or double-faced *Sign* that is placed on or anchored in the ground.

"H" Terms

Habitable. Suitable and fit for a person to occupy or live in.

~~111.~~ *Habitable Rooms.* Rooms designed and used for living, sleeping, eating, cooking, or working or combinations thereof. Bathrooms, toilet compartments, closets, halls, storage rooms, laundry and utility spaces, basement recreation rooms, and similar areas are not considered Habitable Rooms.

~~112.~~ *Habitable Space.* Building space which *Use* involves human presence with direct view of the *Enfronting* streets or public or private *Open Space*, excluding *Parking Garages*, self-service storage facilities, warehouses, and display windows separated from retail activity.

~~113.~~ *Hanging Sign*. A single or double-sided sign suspended from the underside of a canopy, awning, or *Structure* contained wholly underneath the overhead structure.

~~114.~~ *Height.* See *Building Height.*

~~115.~~ *Home Office.* See *Section 15.4.A.1,* Residential Use.

~~116.~~ *Hotel.* See *Section 15.4.A.2*, Lodging Use.

~~117.~~ *Inn.* See *Section 15.4.A.2,* Lodging Use.

"I" Terms

~~118.~~ *Intensity.* The magnitude of development measured by *Floor Lot Ratio* permitted in the Restricted, Limited, and Open categories of a *Transect Zone.*

~~119.~~ *Island Walk.* The public shoreline walkway in North Bay Village, formerly known as the *Baywalk.*

"J" Terms [Reserved]

"K" Terms

~~120.~~ *Kiosk.* A temporary booth, stand, or similar *Structure* situated outdoors or affixed to the exterior of another structure at which goods or services are marketed. It does not include a structure serving the same purpose which is located within a primary structure, such as a hotel, retail establishment, *Restaurant*, or the like.

~~121.~~ *Kitchen.* A room or area inside a *Building* fully equipped with all the standard cooking appliances including: a sink, stovetop, oven, and refrigerator.

~~122.~~ *Kitchenette.* A room or area inside a *Building* partially equipped with standard cooking appliances, including: a sink, stovetop, and refrigerator, but excluding an oven.

"L" Terms

~~123.~~ *Layer.* An area of a *Lot* which comprises a strip of land parallel to a *Frontage Line* within which certain elements are allowed or disallowed, as regulated in this Code. A Layer is typically specified as being the *First*, *Second,* or *Third Layer*. See *Section 15.6.B.* Definitions Illustrated Table.

~~124.~~ *Layer, First.* The *Layer* between the *Base Building Line* and the required *Setback* including the *Private Frontage*. It is the most visible from the *Thoroughfare*. See *Section 15.6.B.* Definitions Illustrated Table.

~~125.~~ *Layer, Second.* The *Layer* behind the *First Layer* starting at the *Setback* which includes that portion of the Building which enfronts the *Thoroughfare*. See *Section 15.6.B.* Definitions Illustrated Table.

~~126.~~ *Layer, Third.* The *Layer* beyond the *First* and *Second Layers* towards the rear of the *Lot.* It is the least visible from the *Thoroughfare*. See *Section 15.6.B*. Definitions Illustrated Table.

~~127.~~ *Letter Height*. The height of a letter from its bottom to its top, including any shadow lines which are constructed as part of the *Sign.*

~~128.~~ *Level.* Synonym for *Story.*

~~129.~~ *Liner.* A *Building* or part of a Building with *Habitable Space* specifically designed to enfront a public space, masking a function that lacks the capacity to monitor public space, such as a parking lot, *Parking Garage,* or storage facility.

~~130.~~ *Livability.* See *Section 15.1.B.2.a.*

~~131.~~ *Live-Work.* See *Section 15.4.A.1,* Residential Uses

~~132.~~ *Living Sea Wall.* Concrete modules that are attached to existing seawalls that mimic natural shapes, which help to disperse wave action, create marine habitat, and increase biodiversity.

~~133.~~ *Living Shoreline.* A protected and stabilized shoreline that is made of natural materials such as plants, sand, or rock.

~~134.~~ *Living Wall*. See *Green Wall.*

~~135.~~ *Loading Berth.* See *Loading Space.*

~~136.~~ *Loading Space.* An area in which goods and products are moved on and off a vehicle, including the stall or berth and the apron or maneuvering room incidental thereto.

~~137.~~ *Lot.* A Lot is any individual Lot, tract, or parcel of land, intended as a single *Building* site or unit, having an assigned number or numbers, letter or letters, or other name through which it may be identified for development purposes. A Lot may also be any

combination of Lots, tracts, parcels, or other areas of land established by acceptable legal joinder, delineated by a closed boundary, and assigned a number, letter, or other name through which it may be identified, intended as a single unit for development purposes.

~~138.~~ *Lot Area.* Lot area shall be the area within the *Lot Property Lines*, excluding any portions of street *Rights-of-Way* or other required dedications.

~~139.~~ *Lot, Corner.* A Lot or parcel of land Abutting two (2) or more *Thoroughfares* at their intersection, or two (2) parts of the same Thoroughfare forming an interior angle of less than one hundred thirty-five (135) degrees.

~~140.~~ *Lot Coverage.* The area of the *Lot* occupied by all *Buildings*, excluding *Structures* such as decks, pools, and trellises.

~~141.~~ *Lot, Interior.* A *Lot* Abutting only one (1) *Thoroughfare.*

~~142.~~ *Lot Line.* The boundary that legally and geometrically demarcates a *Lot.*

~~143.~~ *Lot Width.* The length of the narrowest dimension *Frontage Line* of a *Lot.*

"M" Terms

~~144.~~ *Marquee*. A permanent roof-like structure supported by a wall of a structure but having no relationship to the roof structure, generally designed, and constructed for protection against weather.

~~145.~~ *Marquee Sign*. A *Sign* attached to a marquee.

~~146.~~ *Master Plan*. A plan for a locality, embracing both the spheres of physical development and policy. A Master Plan is generally accepted by a legislative body but is not in itself a regulatory document.

~~147.~~ *Mezzanine.* An intermediate, partial floor that projects between main floors of a *Building* and it is counted among the overall floors of a building.

~~148.~~ *Mean Sea Level (MSL).* Average sea level, commonly referred to as sea level.

~~149.~~ *Micro Unit.* A small studio apartment, less than 400 square feet with a fully functioning and accessibility compliant kitchen and bathroom.

~~150.~~ *Multi-Family Housing.* See *Section 15.4.A.1.* Residential Use.

~~151.~~ *Mixed-Use.* Multiple functions within the same *Building* or within the same area through superimposition or adjacency.

~~152.~~ *Mural*. Artwork applied to the wall of a *Building*, which covers all or most of the *Wall.* Where a mural contains a commercial message, it shall be considered a *Wall Sign*..

"N" Terms

~~153.~~ *NBV100. Master Plan* for North Bay Village (Final Report).

~~154.~~ *Nonconforming Sign*. Any sign that has a valid permit and was erected prior to the effective date of the Code or any subsequent amendment hereto, to the provisions of which the sign does not conform.

"O" Terms

~~155.~~ *Open House / Model Home Sign*. See *Real Estate Sign*.

~~156.~~ *Open Space.* Any parcel or area of land or water essentially unimproved by permanent *Buildings* and open to the sky; such space shall be reserved for public or private Use. *Open Spaces* may include Parks, Greens, Squares, Courtyards, Gardens, Playgrounds, *Paseos* (when designed predominantly for pedestrians), and pedestrian paths or associated landscaped areas.

~~157.~~ *Outbuilding.* A *Building,* usually located towards the rear of the same *Lot* as a *Primary Building*. It is sometimes connected to the *Primary Building* ~~by a Backbuilding~~.

"P" Terms

~~158.~~ *Parking Area.* Any area designed and used for parking motor vehicles including parking lots and garages, driveways, garages serving residential Uses, and *Thoroughfares*.

~~159.~~ *Parking Garage or Parking Structure.* A *Structure* containing vehicular parking, including mechanical parking systems.

~~160.~~ *Parking, Off-site.* Spaces provided for vehicles and located outside of the boundaries of the *Lots* to be served.

~~161.~~ *Parking, Off-street.* Any land area designed and used for parking motor vehicles including parking lots and garages, driveways and garages serving residential uses, but excluding areas of *Thoroughfares.*

~~162.~~ *Parking, Shared.* The policy wherein day / night and weekday / weekend schedules allow the parking to be shared by more than one use or *Building.*

~~163.~~ *Parking, Tandem.* The placement of vehicles one behind the other as opposed to side by side.

~~164.~~ *Paseo.* See *Passage.*

~~165.~~ *Passage.* A pedestrian connector, open or roofed, that passes between *buildings* to provide shortcuts through long blocks and connect rear parking areas to frontages. They are public open spaces restricted to pedestrian use that also connect thoroughfares and other public use spaces.

~~166.~~ *Pedestal.* In T6 Zones, that portion of a *Building* up to the fifth *Story,* which typically contains the building's structured parking and amenities. Also known as podium.

~~167.~~ *Pedestrian Passage.* See *Passage.*

~~168.~~ *Pervious Pavement System.* A porous surface system with a stabilized base that allows water from precipitation and other sources to pass directly through, thereby

reducing the runoff from a site, allowing groundwater recharge, and naturally cooling the surface through evaporation of water from pavement voids or from beneath.

~~169.~~ *Pier.* A platform extending from shore over water used to secure and protect vessels or allow pedestrian access to extend over water.

~~170.~~ *Planter.* The element of the public streetscape which accommodates street trees. Planters may be continuous or individual and separated.

~~171.~~ *Place of Assembly (POA).* A commercial facility for public assembly including, but not limited to arenas, auditoriums, conference facilities, convention centers, exhibition halls, major sports facilities, theaters and performing arts centers, and the like.

~~172.~~ *Plaza.* An *Open Space* available for civic purposes and programmed activities. A plaza shall be spatially defined by *Building Frontages* and may include street *Frontages*. Its landscape shall consist primarily of pavement and trees. Plazas shall be located at the intersection of important *Thoroughfares.*

~~173.~~ *Political Sign*. A sign advertising a candidate, political party, or position in connection with a local, state, or national election.

~~174.~~ *Porch.* An open-air room appended to a *Building*, with floor and roof but no walls on the sides facing *Frontages.*

~~175.~~ *Porch and Fence Frontage.* See *Section 15.6.A.* Frontage Types Table.

~~176.~~ *Primary Building.* A *Structure* used to enclose or house the *Primary Use(s)* located on a *Lot*; or the main *Building* on a Lot, usually located toward the front.

~~177.~~ *Primary Dwelling Unit.* See *Single-Family Residence*.

~~178.~~ *Primary Frontage Line.* A line established within a given *Lot* indicating where the *Front Facade* of a *Structure* must be Located. (Also *Build-to Line*).

~~179.~~ *Principal.* Synonym for Primary.

~~180.~~ *Projecting Sign*. A building-mounted, double-sided sign which is mounted perpendicular to a *Building's Façade*.

~~181.~~ *Promenade.* A controlled pedestrian sequence designed to be aesthetic, as opposed to an itinerary, which is a controlled sequence without such ambition. A promenade is usually a sequence within a park, sometimes along a waterfront.

~~182.~~ *Property Line.* Demarcation of private property ownership.

~~183.~~ *Prosperity.* See *Section 15.1.B.2.c.*

~~184.~~ *Public Parking.* See Section ~~1.~~1 *Section 15.7.A.h,* Civil Support Use.

~~185.~~ *PZB.* The *Planning and Zoning Board* of North Bay Village.

"Q" Terms [Reserved]

"R" Terms

~~186.~~ *Real Estate Sign*. A sign depicting sale or lease of a property on the premises of the property being advertised.

~~187.~~ *Recreational Watercraft.* A vessel or craft designed and licensed to move across or through water, designed and outfitted exclusively for recreational use.

~~188.~~ *Regulating Plan.* The Form-Based Districts Regulating Plan of North Bay Village. See *Section 15.5,* Form-Based District Regulating Plan.

~~189.~~ *Rental*. See *Real Estate Sign.*

~~190.~~ *Residential Use.* See *Section 15.4.A.1.*

~~191.~~ *Residential Construction Sign*. See *Construction Sign.*

~~192.~~ *Resiliency.* The capacity of a community, business, or natural environment to prevent, withstand, respond to, and recover from a disruption.

~~193.~~ *Retail.* A business providing the sale and display of goods or sale of services directly to the consumer. Retail goods include clothing, food, furniture, pharmaceuticals, books, used goods, and works of art. General retail services include, but are not limited to: barber shops, beauty salons, travel agencies, retail banking, real estate agents, retail dry cleaning, laundromats, photo studios, and repair services establishments for small domestic products.

~~194.~~ *Retail Frontage Line. Frontage Lines* designated on a *Special Area Plan* that require the ground level to be available for retail Use.

~~195.~~ *Right-of-Way, Public*. That land held in trust by the *Village* between the base building lines, including the sidewalk, swale and parkway area, and the roadway, *Street,* and highway.

~~196.~~ *Rip ~~r~~Rap.* Loose stone used to form a foundation for a breakwater or other *Structure.*

~~197.~~ *ROW.* Right-of-way.

~~198.~~ *Rules of Construction.* A legal term referring to rules for how the code language is written and how it is to be interpreted. This term should not be confused with the *Building Code.*

"S" Terms

~~199.~~ *Scale.* The spatial relationship among *Structures* along a street or block front, including height, bulk, and yard relationships. Scale also refers to the proportional relationship of the size of parts to one another and to the human figure.

~~200.~~ *Screening*. Visually shielding or obscuring one *Structure* or *Use* from another or from a *Thoroughfare* by a *Liner Building*, *Fencing, Wall*, or densely planted vegetation. See also *Architectural Screening.*

~~201.~~ *Sea Level Rise (SLR).* The average long-term global rise of the ocean surface measured from the center of the earth, as derived from satellite observation.

~~202.~~ *Sea Wall.* A wall or embankment made up of a bulkhead and cap erected to prevent the sea from encroaching on or eroding an area of land. See *Bulkhead.*

~~203.~~ *Setback.* The distance from the *Base Building Line* to the point where a *Building* may be constructed. This area must be maintained clear of permanent Structures with the exception of encroachments described in each Transect Zone.

~~204.~~ *SF.* Square foot.

~~205.~~ *Shared Parking Standards.* An accounting for parking spaces that are available to more than one function.

~~206.~~ *Shared Use Path.* A form of infrastructure that supports multiple recreation and transportation opportunities. Users include, but are not limited to: bicyclists, in-line skaters, wheelchair users, and pedestrians.

~~207.~~ *Shopfront.* The ground floor *Facade* of a commercial building visible from a *Street,* sidewalk, parking area, or other public way, comprising an entrance to an establishment and display windows. See *Section 15.2.E.* Shopfront Standards.

~~208.~~ *Shopfront Frontage.* See *Section 15.6.A.* Frontage Types Table.

~~209.~~ *Sidewalk.* The paved layer of the *Public Frontage* dedicated exclusively to pedestrian activity.

~~210.~~ *Sign*. Any writing, symbol, figure, representation, logo, emblem, flag, banner, device, letter, word, street clock or temperature announcement, which shall include any announcement, declaration, demonstration, display, illustration, name identification, description, or insignia, which is used to advertise or promote the interest of any person or firm when such representation is placed in view of the general public.

~~211.~~ *Sign Band.* A horizontal component of a *Shopfront* to accommodate band signs located above transom and Shopfront windows and below the transition band.

~~212.~~ *Sign Area*. The area of a sign shall mean the area of all lettering, wording, accompanying designs, logos, and symbols, together with the background on which they are displayed, whether open or enclosed. The area of a sign shall not include any supporting framework, bracing, or trim which is incidental to the display, provided that it does not contain any lettering, wording, or symbols. Where the sign consists of individual letters, designs, or symbols attached to a building, awning/canopy, wall, window, or freestanding structure, the area shall be that of the smallest rectangle which encompasses all of the letters, designs, and symbols.

~~213.~~ *Sign Copy*. Any letter, numeral, figure, symbol, logo, or graphic element displaying the content or message of a sign.

~~214.~~ *Single-Family Residence.* See *Section 15.4.A.1*, Residential Use.

~~215.~~ *Snipe Sign*. A sign attached to a tree, pole, stake, *Fence,* public bench, streetlight, or other object, placed on public property, in the public right-of-way or on private property without the permission of the property owner (also known as a bandit sign).

~~216.~~ *Square.* An *Open Space* available for unstructured recreation programs and civic purposes. A square is spatially defined by *Building Frontages* with *Streets* on at least one *Frontage*. Its landscape shall consist of pavement, lawns, and trees formally disposed. Squares shall be located at the intersection of important thoroughfares.

~~217.~~ *Stepback*. A recess in the mass of a *Building* above a specified elevation or level. It is measured horizontally from the exterior face of the Building below (not from the *Property Line* or *Setback*) to the exterior face above.

~~218.~~ *Stoop.* A small, uncovered, exterior stair, most often with a landing, that connects a *Building* entrance to the *Sidewalk.* There may be a ramp in addition to or in place of the stairs.

~~219.~~ *Stoop Frontage.* See *Section 15.6.A*. Frontage Types Table.

~~220.~~ *Storefront.* Synonym for *Shopfront.*

~~221.~~ *Story.* That portion of a *Building,* other than a basement or mezzanine, included between the surface of any floor and the surface of the floor next above it; or, if there is no floor next above it, then the space between the floor and the ceiling next above it by which Height is measured. Synonymous with *Floor* and *Level.*

~~222.~~ *Streetscape.* The urban element that establishes the major part of the public realm. The streetscape is composed of *Thoroughfares* (travel lanes for vehicles and bicycles, parking lanes for cars, and Sidewalks or paths for pedestrians) as well as the amenities of the *Public Frontages* (street trees and plantings, benches, streetlights, paving, street furniture, etc.), and the visible *Private Frontages* (*Building Facades* and *Building Elevations*, Porches, *Yards, Fences*, etc.).

~~223.~~ *Streetedge.* A masking *Structure* stretching along the *Frontage Line* or co-planar with the facade, designed to remedy a gap of spatial definition or to mask parking. A streetedge shall consist of one or a combination of the following: a solid masonry streetwall (*Streetscreen*), matching the finish of the *Primary Building*; a fence not less than 50% opaque; or a dense hedge.

~~224.~~ *Streetscreen*. A freestanding wall required in certain *Transect Zones* built along the *Frontage Line*, or coplanar with the *Facade,* often for the purpose of masking a parking lot from the *Thoroughfare.*

~~225.~~ *Structure.* A Structure is anything constructed or erected, the use of which requires fixed location on the ground or attachment to something having fixed location on the ground or on or below the surface of the ground or water.

"T" Terms

~~226.~~ *Terrace.* An elevated, uncovered patio along the front of a *Building*, larger than a stoop or stair landing.

~~227.~~ *Terrace Frontage.* See *Section 15.6.A.* Frontage Types Table.

~~228.~~ *Thoroughfare.* A vehicular way incorporating moving lanes and parking lanes within a *Right-of-Way* as part of an interconnected network for vehicular, pedestrian, and bicycle mobility.

~~229.~~ *Tower.* In T6 Zones that portion of a *Building* that extends above the *Pedestal.*

~~230.~~ *Tower, Waterview.* A habitable portion of a *Building* at or above the maximum *Building Height* that is intended for views of the water, and which may be used for access to the roof.

~~231.~~ *Transit Corridor*. Refers to a transportation corridor served by a single route or a combination of routes connected by a transfer point where the transit service is provided either by train or bus managed by *Miami-Dade County TPO.*

~~232.~~ *Transect.* A system of ordering human habitats in a range from the most natural to the most urban. *Transect Zones* describe the physical character of place at any Scale, according to the *Density* and *Intensity* of land use and urbanism.

~~233.~~ *Transect Zone (T-Zone).* The identification of areas of varying *Density* whose character is determined by the requirements for *Use*, *Height*, *Setback* and the form of *Building* and the form of the *Enfronting* public streetscape. The elements are determined by their location on the Transect scale. Transect Zones include T1 Natural, T2 Rural, T3 Sub- Urban, T4 Urban General, T5 Urban Center, and T6 Urban Core, CS Civic Space, CI Civic Institutional. T3 through T6 Zones may be subcategorized as Restricted I, Limited (L), and Open (O).

~~234.~~ *Transition Line.* A horizontal line spanning the full width of a *Facade,* expressed by a material change or by a continuous horizontal articulation such as a cornice or a balcony.

~~235.~~ *Trellis.* A lattice-pattern frame supporting climbing plants, usually made of wood. A trellis may arch to form a tunnel, be straight as a pergola, or be a screen affixed to a wall.

~~236.~~ *Two-Family Residence*. See *Section 15.4.A.1,* Residential Use.

~~237.~~ *Type*. A category determined by Function, disposition, and configuration, including size or extent, such as *Thoroughfare* types, *Civic Space* Types, etc.

"U" Terms

~~238.~~ *Understory.* The uninhabited ground level of a *Building* designed to allow flood waters to pass through.

~~239.~~ *Use*. The purpose or activity for which land, water or *Buildings* are designed, arranged, or intended, or for which land or Buildings are occupied or maintained.

"V" Terms

~~240.~~ *Variance.* A dispensation permitted on individual parcels of property as a method of relieving an unnecessary hardship, by allowing a reasonable use of the *Building, Structure*, or property, which, because of unusual or unique circumstances, is denied by the provisions of this ~~c~~Code. See Chapter 7 of the ULDC.

~~241.~~ *Verge.* The green space between the Sidewalk and the Curb in the public *Right-of-Way.*

~~242.~~ *Vessel.* Any watercraft, power-driven or not, mobile, or stationary, surface, subsurface or hydrofoil, including but not limited to ships, boats, houseboats, air boats, and sea planes, but excluding Floating Structures.

~~243.~~ *Vessel, Commercial.* A vessel built, altered, or used for the primary purpose of engaging in water-related commercial activity, including but not limited to charter boats, fishing boats, cruise ships, and freighters.

~~244.~~ *Vessel, Private Pleasure Craft.* A vessel which is privately owned or leased primarily for recreational purposes. Private pleasure craft do not include commercial, official, or scientific vessels. For regulatory purposes, private pleasure craft are divided into two (2) classes. Minor: Under sixteen (16) feet in length; Major: Sixteen (16) feet and over in length. Private pleasure craft may or may not contain facilities qualifying them Residential Use. Where they do contain such facilities, Use within the *Village* limits shall be governed as provided in this Code and other applicable regulations.

~~245.~~ *Vestibule.* A passage, hall, or room between the outer door and the interior of a *Building.*

~~246.~~ *View Corridor.* A portion of a lot that allows views of the water from a public *Thoroughfare.* No parking or above-ground structures are allowed. Landscaping must not obstruct the view.

~~247.~~ *Village.* North Bay Village.

~~248.~~ *Village Center.* Typically comprised of a cohesive mix of residential, civic, religious, commercial, and mixed-use buildings, arranged along a main street and intersecting *Streets* that are within walking distance for residents who live within and surrounding the core.

~~249.~~ *Village Code.* The *Code of Ordinances* of North Bay Village.

"W" Terms

~~250.~~ *Waiver.* Permits for a minor deviation from the code, other than for use, granted administratively. See *Section 15.1.H.*

~~251.~~ *Wall Sign*. A sign erected against or painted on the wall of any *Building,* displayed on windows or doors, or displayed with the exposed face thereof in a plane parallel to the face of said wall, window, or door.

~~252.~~ *Warning / Instructional Sign*. An on-premises sign regulating the use of the premises, such as a “no trespassing,” “no-hunting,” or “no soliciting” sign.

~~253.~~ *Warrant.* A minor use exception granted administratively. See *Section 15.1.H.*

~~254.~~ *Wayfinding Sign*. A sign or series of signs directing from point to point or confirming progress along a route to a destination.

~~255.~~ *Window Sign*. A sign that is applied, painted, or affixed to a window, or placed inside a window, within three (3) feet of the glass, facing the outside of the building, and easily seen from the outside. Customary displays of merchandise or objects and material without lettering behind a store window are not considered signs.

~~256.~~ *Work-Live.* A mixed-Use unit that contains a commercial, office, or light industrial component. The work component exceeds fifty percent (50%) of the *Dwelling Unit* area.

“X” Terms [Reserved]

“Y” Terms

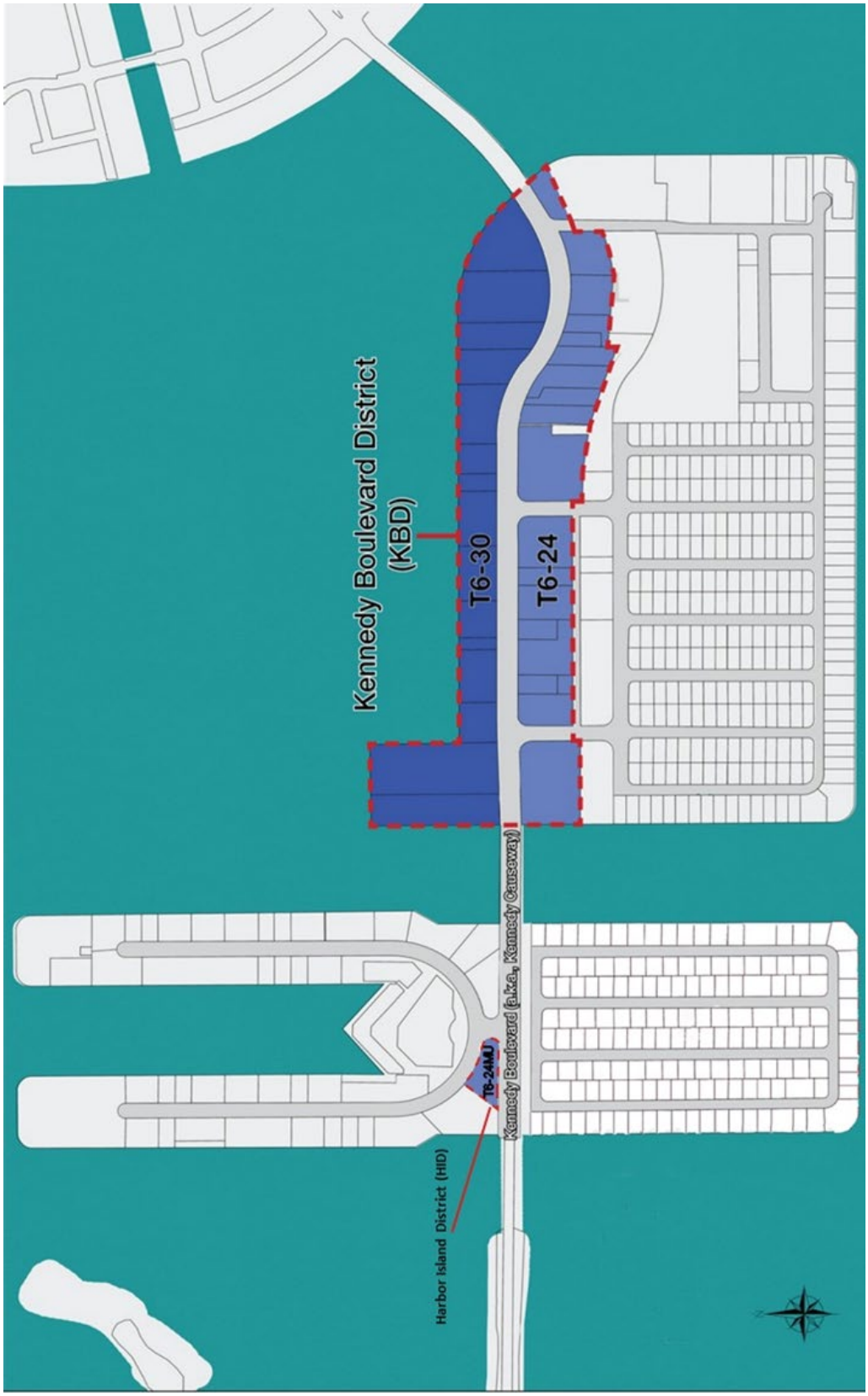
~~257.~~ *Yard Sale Sign*. See *Garage Sale Sign.*

~~258.~~ *Yard Sign*. A freestanding sign placed along a *Property Frontage.*

“Z” Terms [Reserved]

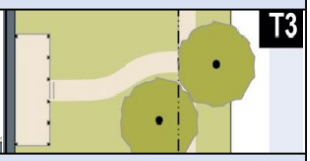
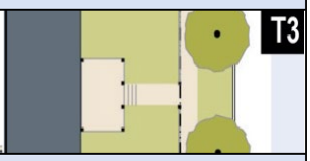
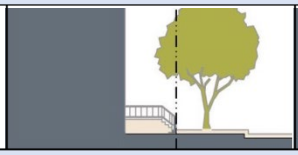
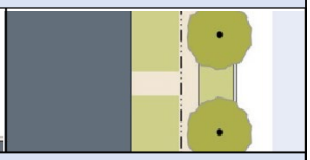
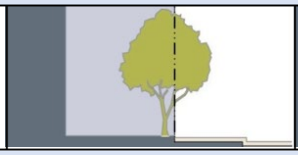
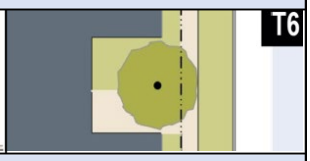
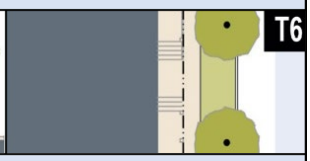
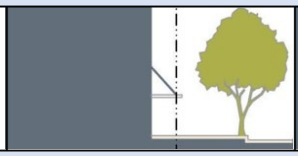
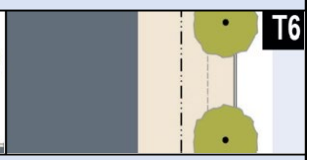
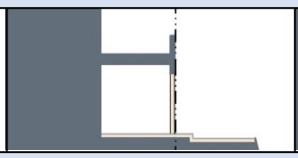
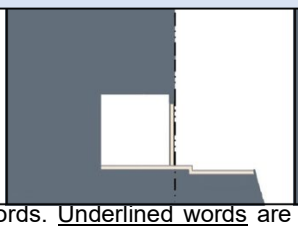
§ 15.5. Form-Based Districts Regulating Plan (Amended).

The official Form-Based Districts Regulating Plan (a.k.a., Regulating Plan) is maintained in the Office of the *Village Clerk*. Refer to *Section 15.1* for General Provisions. If conflicting, t~~T~~he Form-Based Districts and Transect Zones indicated on the Regulating Plan supersede zoning districts and overlay districts on the North Bay Village *Zoning Map.*



Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes introduced after the Planning and Zoning Board meeting to reflect staff or external expert feedback are highlighted. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

§ 15.6.A Frontage types table.

	SECTION		PLAN	
	LOT PRIVATE ► Frontage	R.O.W. ◄ PUBLIC Frontage	LOT PRIVATE ► Frontage	R.O.W. ◄ PUBLIC Frontage
a. Common Lawn. ~~[Reserved]~~				
A *Frontage* wherein the Facade is set back substantially from the Frontage Line. The front yard created remains unfenced and is visually continuous with adjacent yards, supporting a common landscape. The *Setback* can be densely landscaped to buffer from higher speed Thoroughfares.			 T3	
b. Porch and Fence. ~~[Reserved]~~				
A Frontage wherein the Facade is set back from the *Frontage Line* with an attached *Porch* permitted to encroach. A *Fence* at the Frontage Line maintains the demarcation of the yard while not blocking view into the front yard.			 T3	
c. Terrace.				
A Frontage wherein the Facade is set back from the Frontage Line by an elevated terrace. This type buffers residential use from urban sidewalks and removes the private yard from public encroachment. The raised terrace is suitable for outdoor cafes.				
d. Forecourt.				
A Frontage wherein a portion of the Facade is close to the Frontage Line with a portion set back. The forecourt with a large tree offers visual and environment variety to the urban *Streetscape*.			 T6	
e. Stoop.				
A Frontage wherein the Facade is aligned close to the Frontage Line with the first *Story* elevated from the sidewalk sufficiently to secure privacy for the windows. The entrance is usually an exterior stair and landing. This type is recommended for ground-floor Residential Use.			 T6	
f. Shopfront.				
A Frontage wherein the Facade is aligned close to the Frontage Line with the *Building* entrance at sidewalk grade. This type is conventional for retail Use. It has substantial glazing at the sidewalk level and an *Awning* that may overhang the sidewalk.			 T6	
g. Gallery.				
A Frontage wherein the Facade is aligned at the Frontage Line with an attached lightweight colonnade overlapping a sidewalk. This type is conventional for retail Use. The Gallery shall be no less than 20 feet wide and shall overlap the whole width of the Kennedy Cswy. setback up to the property line.			T6	
h. Arcade.				
A Frontage wherein the Facade is aligned at the Frontage Line with an open colonnade overlapping the sidewalk. *Habitable Space* is found above the entirety of the Arcade for floors two through five. This type is conventional for retail Use. The Arcade shall be no less than 20 feet wide and shall overlap the whole width of the Kennedy Cswy. setback up to the property line.			T6	

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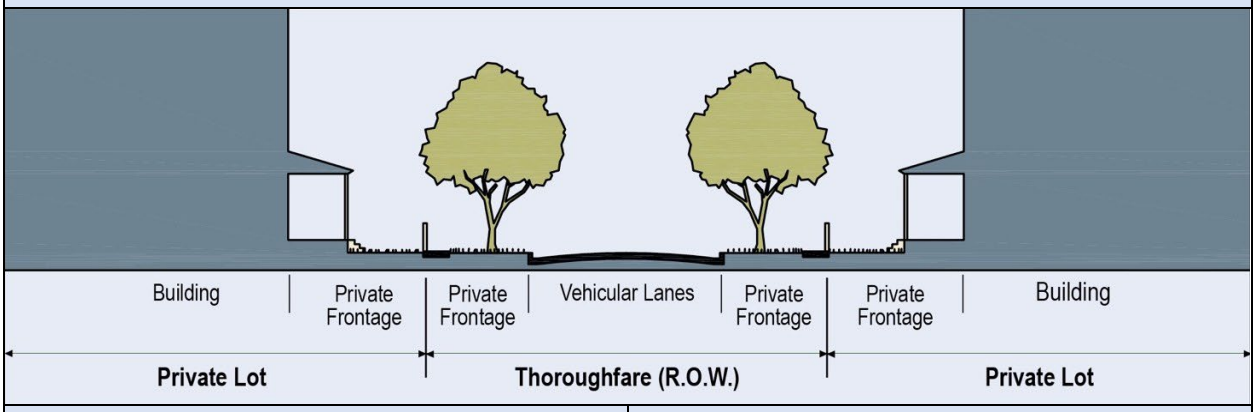
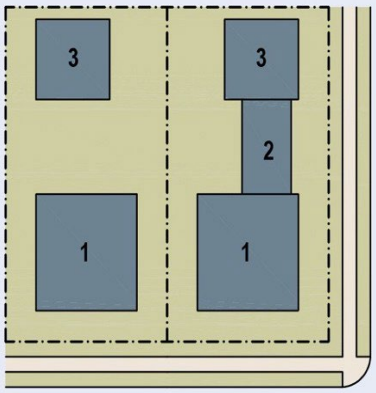
§ 15.6.B Definitions illustrated table.

a. Thoroughfare & Frontages

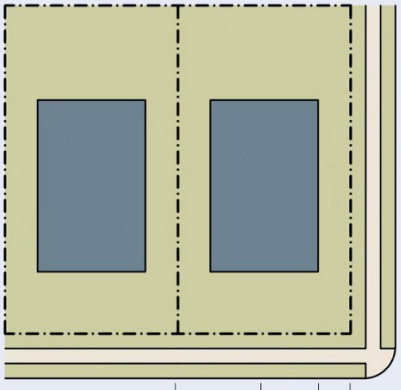


b. Building Disposition

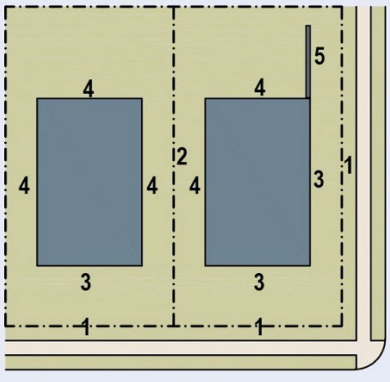


1 - Primary Building
2 - Backbuilding
3 - Outbuilding

c. Lot Layers

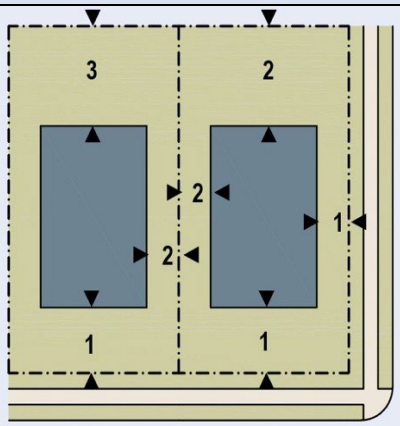


d. Frontage & Lot Lines



1 - Frontage Line
2 - Lot Line
3 - Facades
4 - Elevations
5 - Streetscreen

e. Setback Designations



1 - Front Setback
2 - Side Setback
3 - Rear Setback

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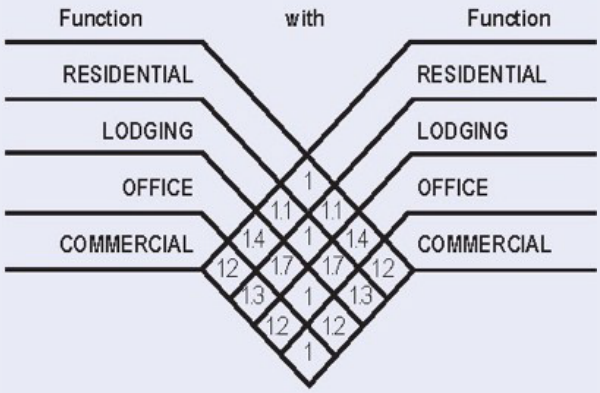
§ 15.6.C. Shared parking standards table.

a. **Sharing Factor**



The shared Parking Standards Table provides the method for calculating shared parking for buildings with more than one Use type. It refers to the parking requirements that appear in *Section 15.7.A.*

The parking required for any two Functions on a Lot is calculated by dividing the number of spaces required by the lesser of the two uses by the appropriate factor from this Table 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. Additional sharing is allowed by Warrant.

§ 15.6.D. Loading berth standards table.

USE				NOTES
a. Residential [1]	**From 25,000 sf to 500,000 sf**			**Berth Types** Residential[1]: 240 sf = 10 ft x 20 ft (12 ft high) Commercial[2]: 420 sf = 12 ft x 35 ft (15 ft high) Industrial[3]: 660 sf = 12 ft x 55 ft (15 ft high) ~~f~~1 Residential loading berths shall be set back a distance equal to their length. [2] 1 Commercial berth may be substituted by 2 Residential berths [3] 1 Industrial berth may be substituted by 2 Commercial berths. A required Industrial or Commercial loading berth may be substituted by a Commercial or Residential loading berth by Waiver if the size, character, and operation of the *Use* is found to not require the dimensions specified and the required loading berth dimension could not otherwise be provided according to the regulations of this Code.
	Berth Size	**Loading Berths**		
	420 sf	1 per first 100 units		
	240 sf	1 per each additional 100 units or fraction of 100		
	Greater than 500,000 sf			
	Berth Size	**Loading Berths**		
	660 sf	1 per first 100 units		
	240 sf	1 per each additional 100 units or fraction of 100		
b. Lodging	**From 25,000 sf to 500,000 sf**			
	Berth Size	**Loading Berths**		
	420 sf	1 per first 300 rooms		
	240 sf	1 per 100 rooms		
	Greater than 500,000 sf			
	Berth Size	**Loading Berths**		
	660 sf	1 per first 300 rooms		
	240 sf	1 per 100 rooms		
c. Office, Commercial,[2] Industrial[3]	**From 25,000 sf to 500,000 sf**			
	Berth Size	**Loading Berths**	**Area**	
	420 sf	1st	25K sf – 50K sf	
	420 sf	2nd	50K sf -100K sf	
	420 sf	3rd	100K sf – 250K sf	
	420 sf	4th	250K sf – 500K sf	
	Greater than 500,000 sf			
	Berth Size	**Loading Berths**	**Area**	
	660 sf	1 per	500K sf	

Key:

sf = square feet

K = 1,000

§ 15.6.E. Sign restrictions table.

Sign Type*	Period	Number of Signs (Max.)	Sign Area (Max.)	Copy Height (Max.)	Max sign height	Max sign width	Location/ Clearance
a. **A-Frame (Syn sandwich board sign)**	B	1 per tenant	9 sf. each side	n/a	3 ft	3 ft	n/a
b. **Awning**	O	1 per sloping plane, plus 1 per valeance	75% of sloping plane; 75% area of awning valeance	16 in. on sloping plane; 8 in. on valeance Limited to tenant's store name, logo, and/or address.	See Location/ Clearance	Shopfront width	8 ft min clear height
c. **Band ~~Sign~~** **(Syn. Wall sign)**	O	1 per frontage	3 sf. per linear ft. up to 80 sq. ft	~~16 in. on sloping plane; 8 in. on valence~~ 18 in.	3 ft	Shopfront width	n/a
d. **Banner**	T	1 per event	Per NBV	Per NBV	Per NBV	Per NBV	Per NBV
e. **Canopy**	P	1 per canopy	2 sf. per linear foot of shopfront	18 in.	18 in. above projection line	Shopfront width	8 ft min clear height
f. **Commercial Construction**	T	1 per construction site	32 ft.	~~n/a~~ Per NBV	Per Sec. 11.7	Per Sec. 11.7	Per Sec. 11.7
g. **Corner**	P	1 per building	40 sf. per frontage	~~16 in. on sloping plane; 8 in. on valence~~ 75% of signable width and signable height or 10 in. max (whichever	3 ft	40% of shopfront width or wall width	n/a

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				is lesser)			
h. **Directory/ Wayfinding**	P	1 per frontage	10 sf. each side	n/a	8 ft. (wall) 3 ft (ground)	4 ft.	Wall mounted or freestanding
h. **~~For Sale~~Real Estate**	T	1 per lot plus 1 per ~~golf or lake~~ water frontage	~~3~~12 sf. each side, 24 sf total ~~60 in. above grade~~	Per NBV	Per NBV	Per NBV	60 in. above grade (ground)
i. **Ground**	P	1 per frontage	36 sf. each side 72 sf total	16 in	8 ft.	8 ft	6 ft
j. **Hanging (also known as Suspended)**	P	1 per tenant	6 sf. each side 12 sf total	12 in	3 ft	2 ft	8 ft clear height
k. **Marquee**	P	1 per entry	~~n/a~~ 15 sf. each side 30 sf. total	16 in.	50 ft.	4 ft 8 ft projection (max)	16 ft clear height
l. **Mural Sign****	P	1 per frontage	1,500 sf	n/a	50 ft.	60 ft.	10 ft above ground min.
m. **Projecting**	P	1 per tenant	6 sf. each side 12 sf. total	~~Copy Height (Max.)~~ n/a	36 in	36 in	8 ft clear height 4 ft projection max
n. **Open House** **~~Estate Sale~~** **~~Model Home~~**	T	~~1~~2 per event	3 sf. each side~~,~~ 10 sf total ~~30 in. above grade~~	n/a	3 ft.	30 in. above grade	At least 12 feet from the edge of the thoroughfare pavement
o. **Garage / Yard / Estate Sale, and Moving Signs**	T	2 per lot	n/a	n/a	n/a	n/a	On private property

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes introduced after the Planning and Zoning Board meeting to reflect staff or external expert feedback are highlighted. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

~~o~~p. **Window**	O	1 per window	25% of glazed area	8 in	8 ft	3 ft	3 ft off ground min
~~p~~q. **Yard**	T	1 per 50 feet of frontage	6 sf. each side	6 in	3 ft	3 ft	5 ft.

Key:

P - Permanent; Signs do not require removal.

O - Occupancy; Signs must be removed within 7 days of the end of tenant occupancy.

B - Business; Signs must be removed when the business is closed.

T - Temporary; Signs must be removed within the time period specified by sign type.

Per NBV – Parameter to be determined ~~admiratively~~administratively by Village Manager upon recommendation from the Planning and Zoning Official and/or Building Official. See also *Section 11.7.*

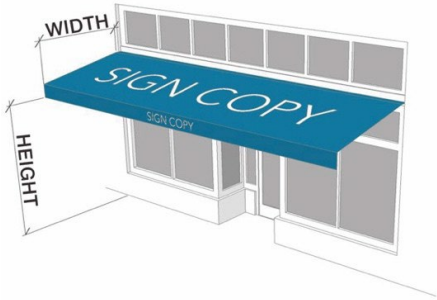
*Note: See *Section15.4.B.* Definitions of Terms and ~~Section 15.6.B.5~~ *Section 15.6.F.* Sign Types Illustrated Table.

** Art Murals – Art murals (i.e., murals not containing signage) are not subject to these limitations. In keeping with the character of the *Village*, it is suggested that murals be limited to themes depicting nature or the natural environment.

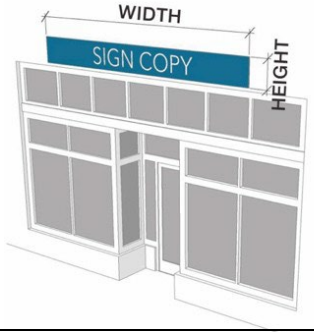
§ 15.6.F. Sign types illustrated table.

a. **A-Frame Sign**

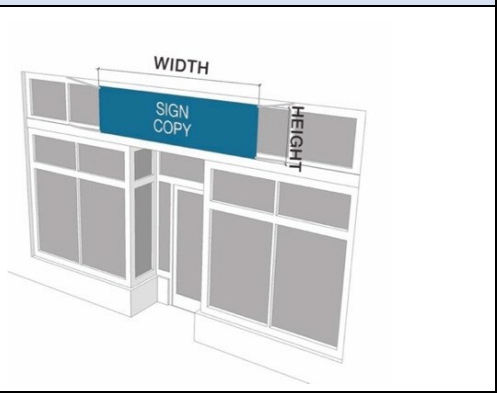
b. **Awning Sign**



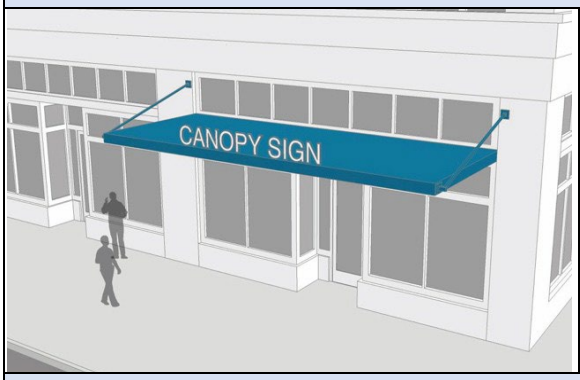
c. **Band Sign (Syn. Wall Sign)**

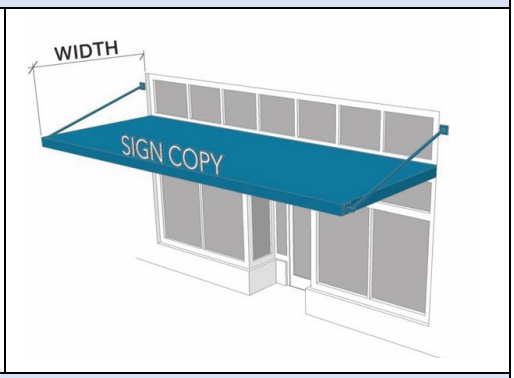


d. **Banner Sign**

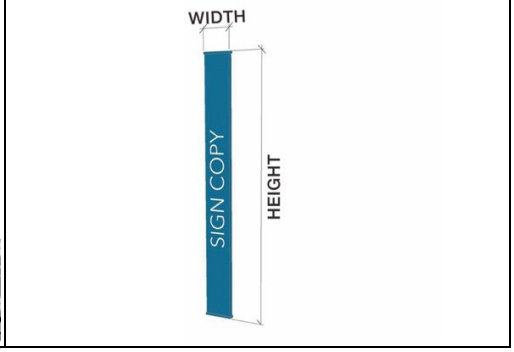


e. **Canopy Sign**

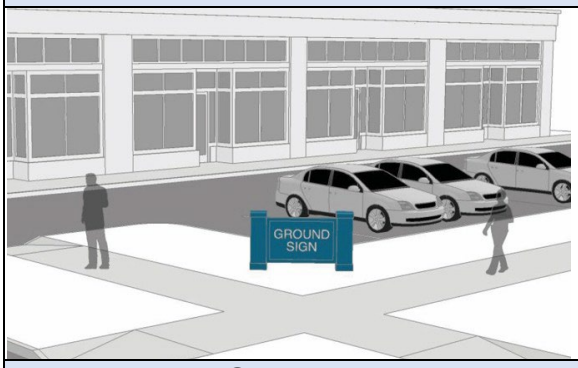


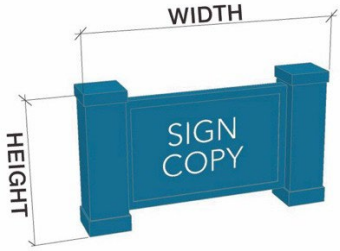


f. **Corner Sign**

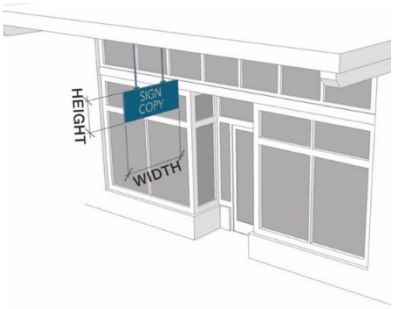


g. **Ground Sign**

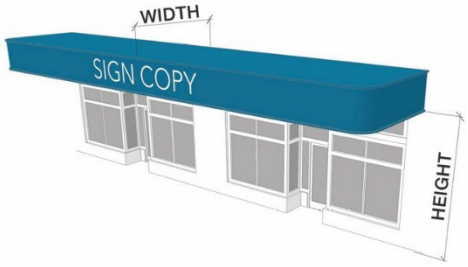




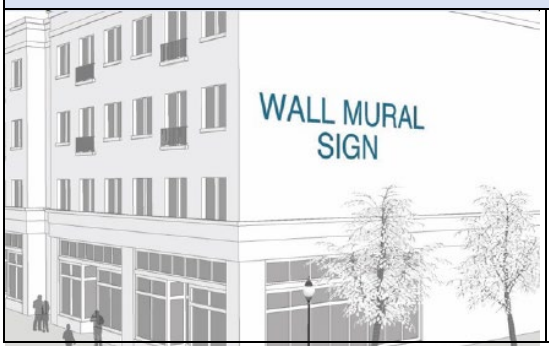
h. **Hanging Sign**



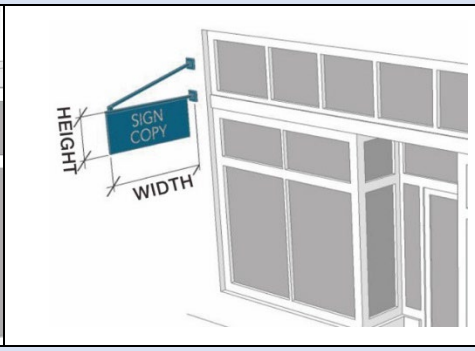
i. **Marquee Sign**



j. **Mural Sign**

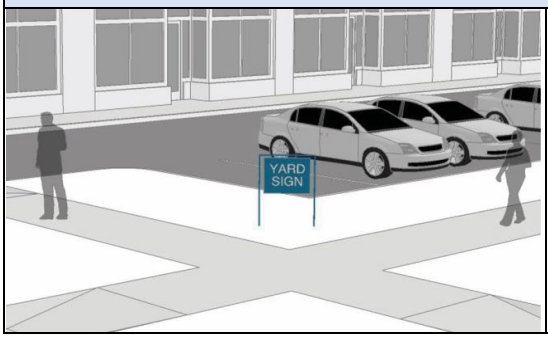


k. **Projecting Sign**



l. **Window Sign**

m. **Wayfinding/Yard Sign**



§ 15.7.A. Building function (use) and parking requirements table – T6 Transect Zone.

USE	T6	PARKING REQUIREMENTS
a. **Common to all Uses listed below**		
		In addition to specific parking requirements described below, all *Uses* listed in this table are subject to the following requirements and provisions, unless noted otherwise: • Electric Vehicle (EV) charging stations (220V) per *Sec. 8.23.* • Bicycle parking and storage per *Sec. 8.24.* • On-street parking along any frontage shall be counted towards the overall parking requirement. • Parking may be provided by ownership or lease offsite within 1,000 feet. if the distance is found to be reasonable by the *Village Commission*, *per Section 9.3.D.* • Parking requirement may be reduced according to the Shared Parking Standards, *Section15.6.C* ~~and Section15.6.D.~~ • Parking ratio may be reduced by up to thirty percent (30%) due to proximity to a qualifying *Transit Corridor* after review and approval by Village Commission. • Loading Berth Standards – See *Section15.6.D.*
b. **Residential**		
Single-Family Residence		Residential Uses are limited by compliance with: • Minimum of 1.0 parking space per *Dwelling Unit.* • Minimum of .75 parking spaces per Dwelling Unit less than 400 SF with *Commission* approval. • Minimum of 1 additional visitor parking space for every 10 Dwelling Units. • Live-work – Work component shall provide parking as required by the non- residential use in addition to parking required for the Dwelling Unit. • Adult Family-Care Homes – Minimum 1 space per staff member and 1 space per 4 residents. • Community Residence – Minimum of 1 parking space per staff member in addition to the parking required
Community Residence		
Accessory Dwelling Unit (ADU)		
Two-Family Residence		
Multi-Family Housing	R	
Dormitory	E	
Home Office	R	
Live-Work	R	
Adult Family-Care Homes	E	
Residential Rentals	*	

		for the *Primary Dwelling Unit(s).* * Residential Rentals shall comply with *Chapter 13* – Vacation License Program.
c. **Lodging**		
Bed & Breakfast		Lodging Uses are limited by compliance with: • Minimum of 1 parking space for every 2 lodging units. • Minimum of 1 additional visitor parking space for every 15 lodging units.
Inn	R	
Hotel	R	
d. **Office**		
Office	R	Office Uses are limited by compliance with: • Minimum of 3 parking spaces for every 1,000 square feet of office use.
e. **Commercial**		
Auto-Related Establishment	E	Commercial Uses are limited by compliance with: • A maximum area of 55,000 square feet per establishment. • Minimum of 3 parking spaces for every 1,000 square feet of Commercial Use, except for Self-Storage Facilities, minimum 1 parking space for every 10,000 square feet. ** Refer to *Chapter 12*, Adult Entertainment
Entertainment Establishment	R	
Entertainment Estab. Adult**		
Food Service Establishment	R	
Alcohol ~~Beverage~~ Service Establishment	R	
General Commercial	R	
Marine-Related Establishment	E	
Open Air Retail	E	
Place of Assembly	R	
Recreational Establishment	R	
Self-Storage Facility	E	
~~f. **Industrial**~~		
~~Auto-Related Industrial Estab.~~		
~~Manufacturing and Processing~~		
~~Marine-Related Industrial Estab.~~		
~~Products and Services~~		
~~Storage/Distribution Facility~~		

~~g~~f. **Civic**		
Community Facility	E	Civic Uses are limited by compliance with: • Minimum of 1 parking space for every 5 seats of assembly uses. • Minimum of 1 parking space for every 1,000 square feet of exhibition or recreation area, and parking spaces for other Uses as required.
Recreational Facility	R	
Religious Facility	R	
Regional Activity Complex	E	
~~h~~g. **Civil Support**		
Community Support Facility	E	Civil Support Uses are limited by compliance with: • Minimum of 1 parking space for every 1000 square feet of Civil Support Use. • Minimum of 1 parking space for every 5 seats of assembly use. • Minimum of 1 parking space for every 5 slips of marine use. • ~~Adult Daycare -~~ Minimum of 1 space per staff member of adult daycare use.
Infrastructure and Utilities	E	
Major Facility	E	
Marina	E	
Public Parking	E	
Rescue Mission	E	
Transit Facilities	E	
~~i~~h. **Educational**		
Childcare	E	Educational Uses are limited by compliance with: • Minimum of 2 parking spaces for every 1,000 square feet of ~~E~~educational ~~U~~use. • ~~Childcare Facilities -~~ Minimum of 1 space per staff member of childcare use.
College/University	E	
Elementary School	E	
Learning Center	R	
Middle/High School	E	
Pre-School	R	
Research Facility	R	
Special Training/Vocational	E	

Key:

R = Allowed by Right.

E = Allowed by Exception: Granted after a public hearing.

Boxes with no designation signify Use prohibited.

Permitting shall be in compliance with the requirements established in *Chapter 5* – Permits and Development Approvals.

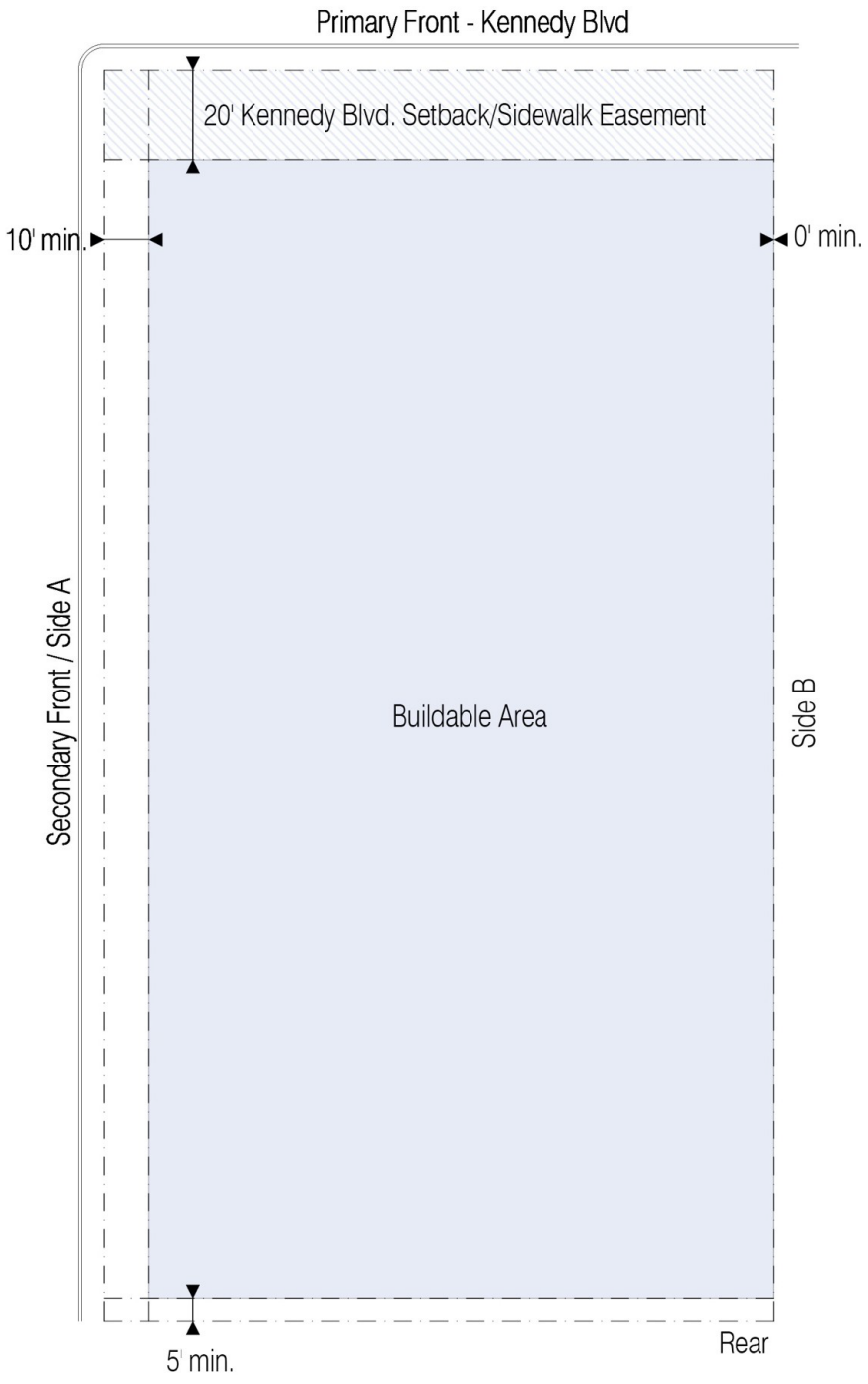
§ 15.7.B. Summary table and illustrations – T6-24 and T6-24MU (Municipal Use).

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	~~N/A~~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~~10 Stories or 100 feet, whichever is less
c. Max. Building Height	30 Stories or 240 feet, whichever is less

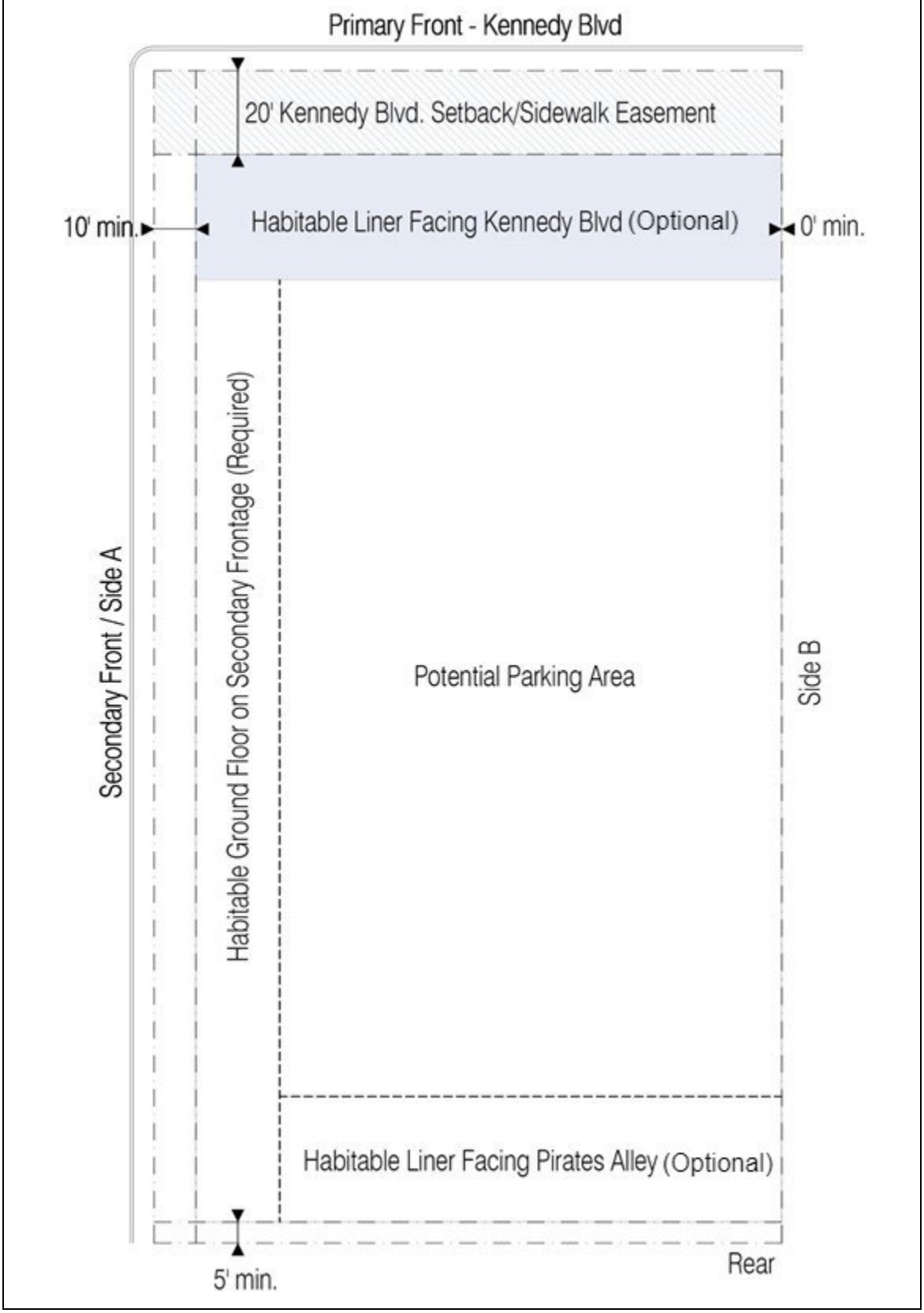
1. Rear setback shall be 15 ft. min. when not abutting an alley and shall be 50 ft. min. above the fifth Story when the rear lot line abuts a lower Transect Zone or RS-1, RS-2, or RM-40 Residential Zoning District.
2. Forecourts shall be pedestrian only.
3. Not allowed facing Kennedy Causeway.

† Note: Development approvals shall be valid for two years in accordance with Sec. 5.11 ~~these regulations following final approval by the Village Commission, unless otherwise approved by development order. Such site~~ Site plan 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 *Section 15.2.H* for additional requirements.

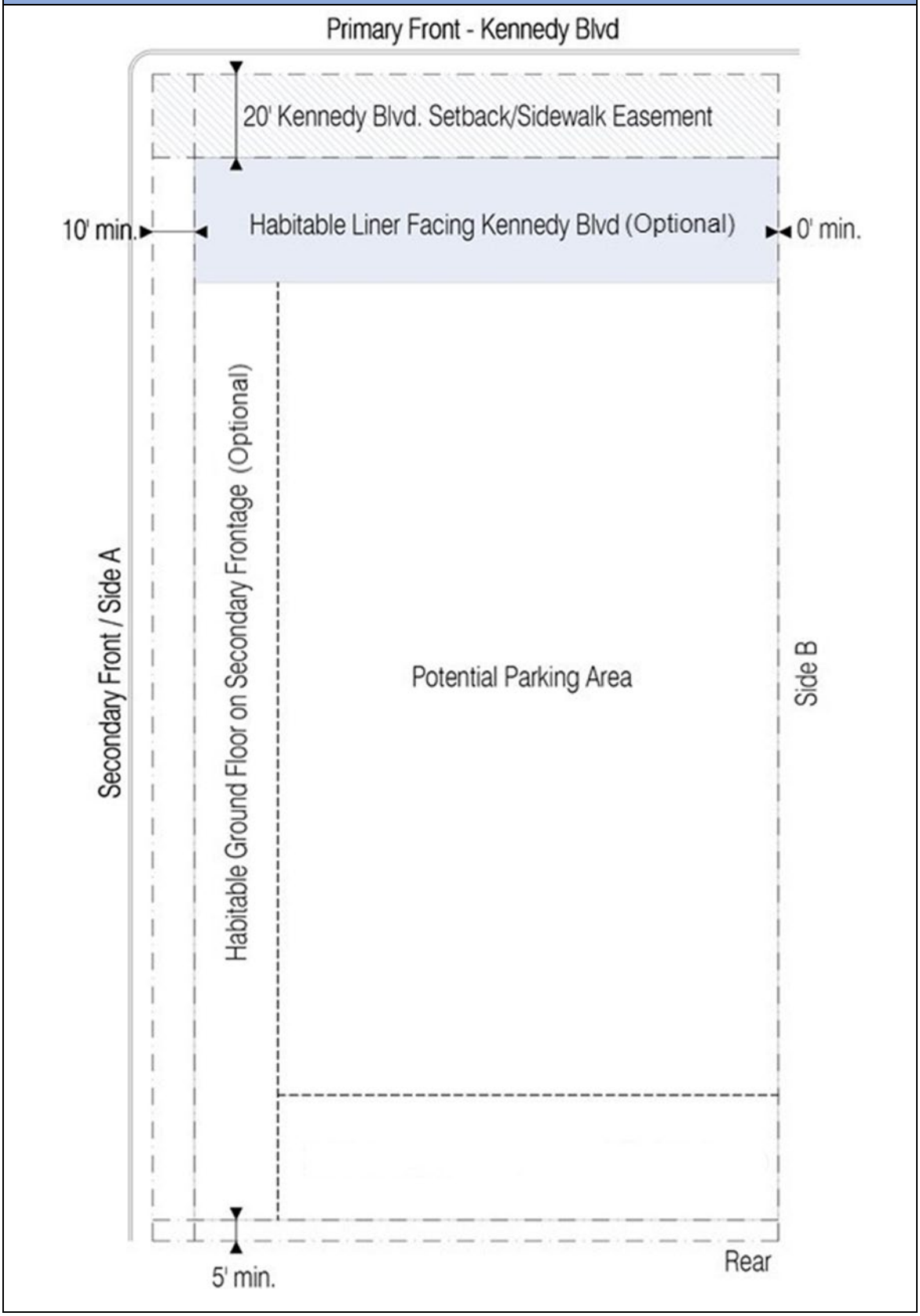
3. BUILDING PLACEMENT ILLUSTRATION – T6-24 & T6-24MU (Municipal Use).



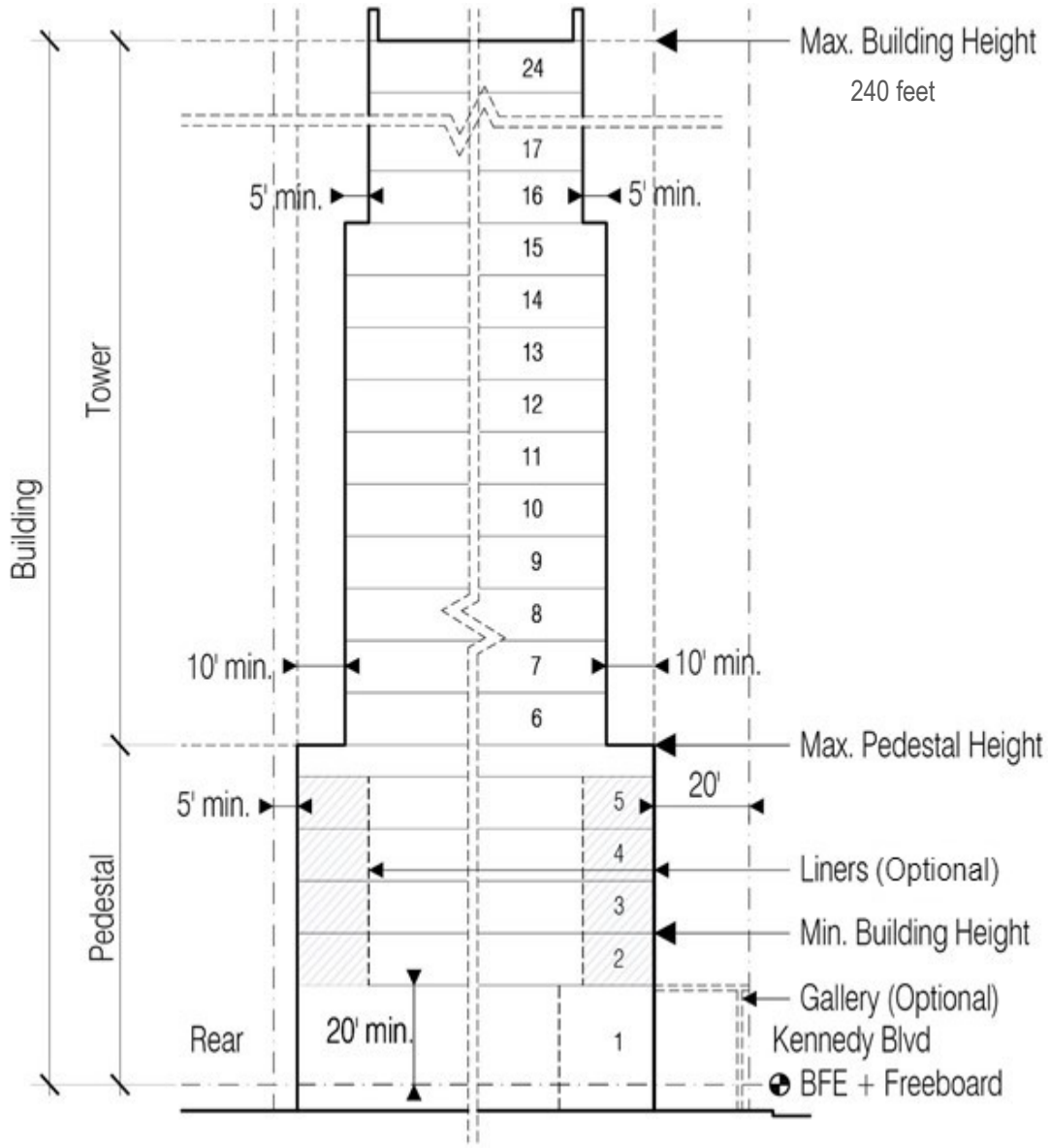
4. PARKING PLACEMENT ILLUSTRATION – T6-24.



4.1 PARKING PLACEMENT ILLUSTRATION – T6-24MU (MUNICIPAL USE)



5. BUILDING HEIGHT ILLUSTRATION – T6-24 & T6-24MU (MUNICIPAL USE).



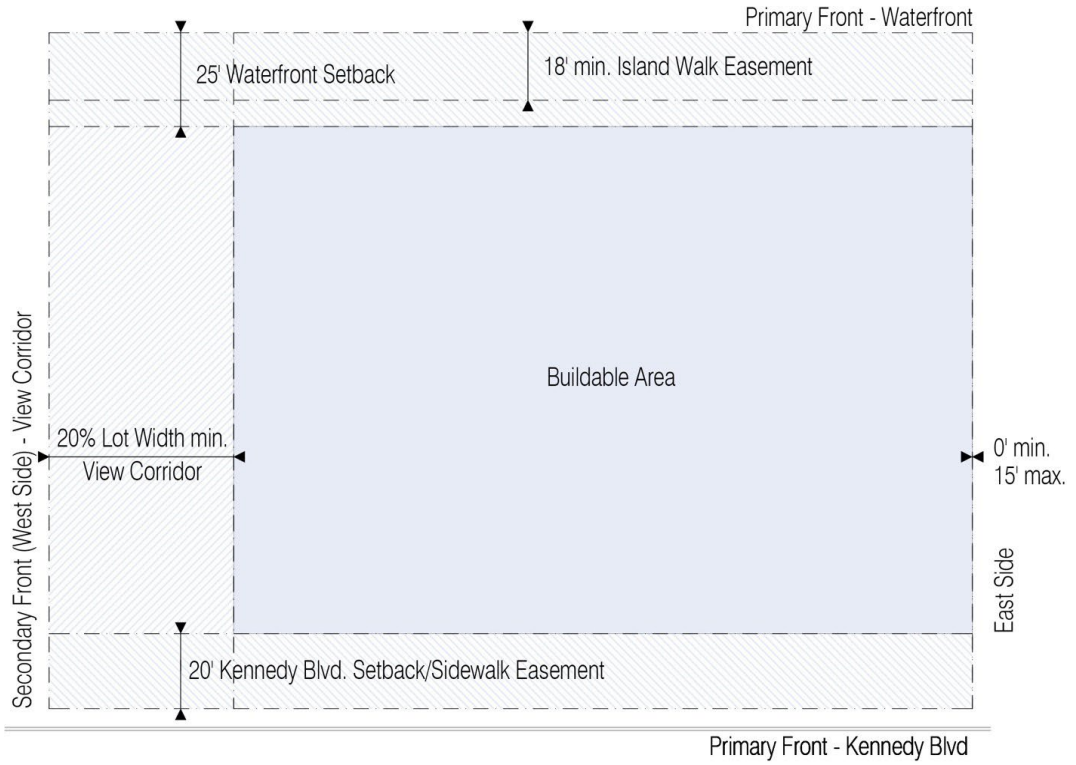
§ 15.7.C. Summary table and illustrations – T6-30.

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	~~N/A~~13.0
e. Frontage at Front Setback	70 % min. (measured for overall frontage)
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~~10 Stories or 100 feet, whichever is less
c. Max. Building Height	30 Stories or 340 feet, whichever is less

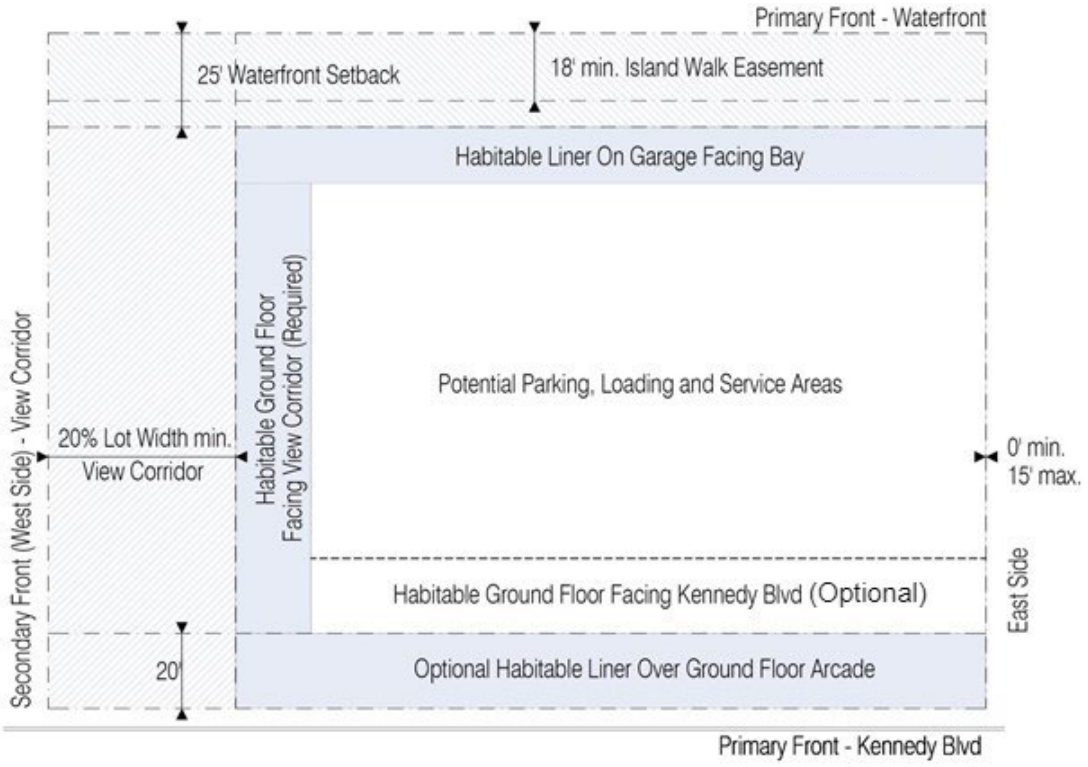
1. Forecourts shall be pedestrian only.
2. Not allowed facing Kennedy Causeway

† Note: Development approvals shall be valid for two years in accordance with Sec. 5.11 of the ULDC. ~~these regulations following final approval by the Village Commission, unless otherwise approved by development order. Such site~~ Site plan ~~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 *Section 15.2.H* for additional requirements.

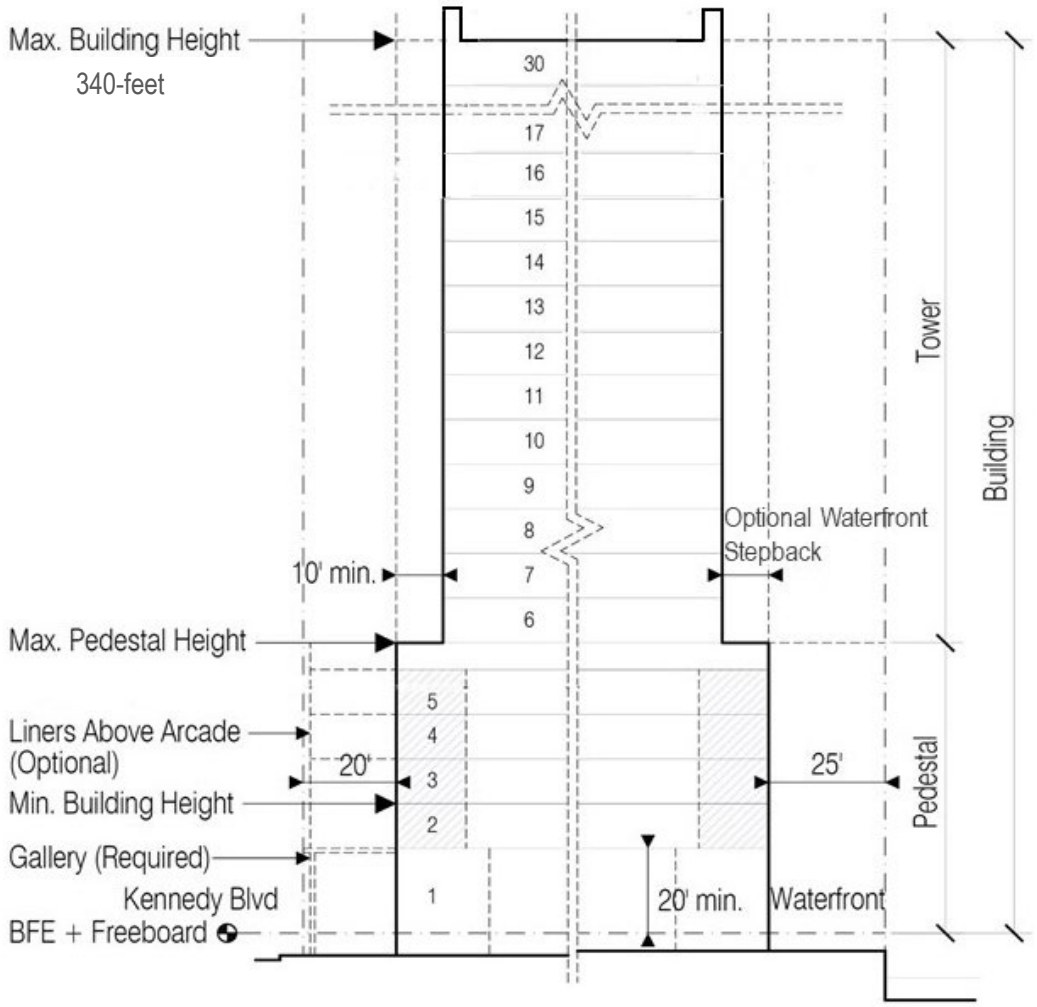
3. BUILDING PLACEMENT ILLUSTRATION – T6-30



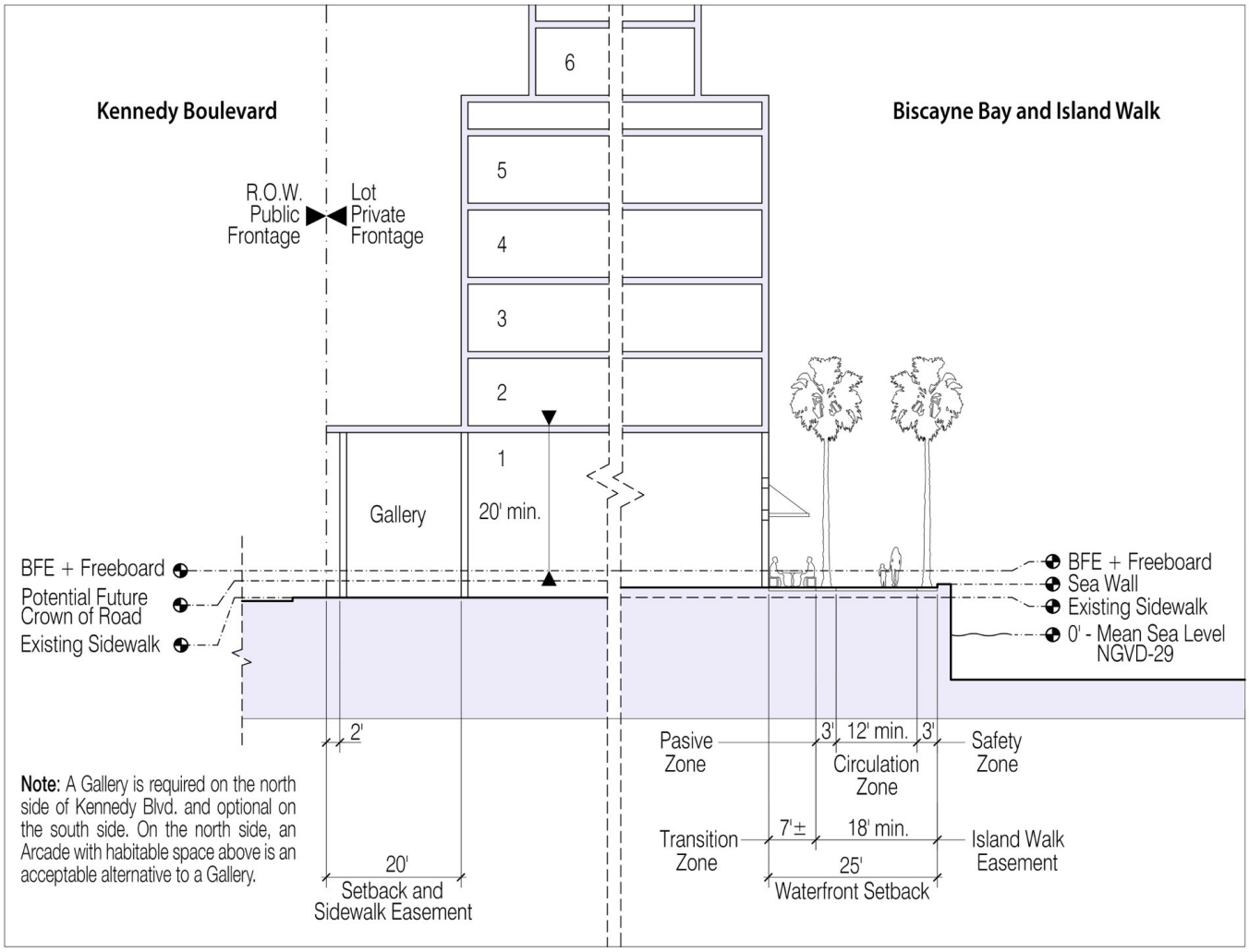
4. PARKING PLACEMENT ILLUSTRATION – T6-30



5. BUILDING HEIGHT ILLUSTRATION – T6-30



§ 15.7.D. Section detail illustration – T6.



§ 15.7.E. Building function (Uses) and parking requirements - T3. [Reserved]

§ 15.7.F. Summary table and illustrations – T3. [Reserved]

§ 15.7.G. Summary table and illustrations - T4. [Reserved]

§ 15.7.H. Summary table and illustrations - T5. [Reserved]

§ 15.7.I Design review criteria table.

DESIGN REVIEW CRITERIA
Building Disposition
Respond to the physical context taking into consideration natural features, existing urban form, and *Transect Zone* intentions.
For *Buildings* on Corner Lots, design *Façades* to acknowledge all *Frontages.*
For modifications of nonconforming Structures. See also *Ch. 6.*
Create transitions in *Height* and mass with Abutting properties and Transect Zones.
Building Configuration
Articulate the Building Façade vertically and horizontally in intervals appropriate to the existing Neighborhood and Transect Zone.
Articulate the Building Façade at street level to recognize pedestrian continuity and interest, and at upper levels to recognize long views of Buildings.
Use architectural styles and details (such as roof lines and fenestration), colors and materials derivative from surrounding area.
Promote pedestrian interaction.
Design all walls as active Façades, with doors and windows; when not possible, embellish walls with architectural design treatment.
Provide usable *Open Space* that allows for visible and convenient pedestrian access from the public sidewalk.
Building sites should locate service elements, such as trash dumpsters, utility meters, loading docks, backflow preventers, siamese connections and electrical, plumbing, mechanical and communications equipment away from a street front. All service elements shall be situated and screened from view to the street and adjacent properties. See also *Ch. 8, Division 4 – Supplemental Development Standards.*
Building Function & Density
Respond to the Neighborhood context and Transect Zone.
Parking Standards
Minimize the impact of automobile parking and driveways on the pedestrian environment and adjacent properties.
For pedestrian and vehicular safety minimize conflict points such as the number and width of driveways and curb cuts.
Minimize off-street parking adjacent to a thoroughfare front and where possible locate parking behind the Building.
Design landscaping or surface parking areas as buffers between dissimilar *Uses.*
Screen parking garage structures with *Habitable Space*. Where Habitable Space is not provided, architectural treatments and landscaping shall screen the garage structure.

Landscape Standards
Preserve existing vegetation and/or geological features whenever possible.
Reinforce Transect Zone intention by integrating landscape and hardscape elements.
Use landscaping to enhance Building design and continuity of *Streetscape.*
Use landscape material, such as plantings, trellises, pavers, screen walls, planters, and similar features, to enhance building design and continuity of Streetscape.
Provide landscaping that screens undesirable elements, such as surface parking lots, and that enhances open space and architecture.
Sign Standards
Provide signage appropriate for the scale and character of the establishment and immediate Neighborhood.
Signage shall be within calculated aggregate area appropriate for Transect Zone.
Number of Signs for an establishment shall not exceed the allowable amount per linear Frontage.
Monument Signs shall be located within the appropriate *Setback* and not to disrupt pedestrian activity.
Illumination and other lighting effects shall not create a nuisance to adjacent property or create a traffic hazard.
Ambient Standards
Provide lighting appropriate to the Building and landscape design in a manner that coordinates with signage and street lighting.
Orient outdoor lighting to minimize glare to the public realm and adjacent properties.
Protect residential areas from excessive noise, fumes, odors, commercial vehicle intrusion, traffic conflicts and the spillover effect of light.

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 - DEC. 6, 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

11/22/2023

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
22 day of NOVEMBER, 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 DECEMBER 6, 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:

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

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

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A SITE PLAN FOR DEVELOPMENT OF A COMMUNITY CENTER AND RECREATION FACILITIES AT 1851 GALLEON STREET; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

NorthBay
12/6/2023

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: 819 0421 6540
PASSCODE: 657721
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 AND 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
11/22

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ITEM NO. 12.B

North Bay Village
Recommendation Memorandum

DATE: January 16, 2024

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

FROM: Silvia Vargas, Village Planner

SPONSORED BY:

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

RECOMMENDATION

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

Suggested Action: To adopt to the proposed "10-Year Water Supply Facilities Work Plan Update 2022," as presented by Staff, including both text and map amendments and as recommended by the Planning and Zoning Board.

BACKGROUND AND ANALYSIS

Changes to the Village's 10-Year Water Supply Facilities Work Plan (WSFWP) Update and associated amendments to the Comprehensive Plan were last adopted May 10, 2016. Florida Statutes (F.S.) require a review every five years.

Context

The Village is subject to the jurisdiction of the South Florida Water Management District (SFWMD) in regard to State requirements for local water supply planning. The SFWMD has concluded that traditional water supply sources will not be sufficient to meet the water needs of the growing South Florida population. As a result, the Florida Legislature enacted seven (7) bills in Sessions between 2002 and 2016 in order to address the State's water supply needs, as potential limitations on the continued use of traditional water supplies became increasingly

apparent.

Chapter 163, F.S., requires all local municipalities to update their WSFWP and adopt that plan into the comprehensive plan within 18 months of the SFWMD's approval of the Lower East Coast Water Supply Plan. The work plan and related comprehensive plan amendments must address the development of traditional and alternative water supplies and conservation and reuse programs that are necessary to serve existing and new development for at least a 10-year planning period.

The Lower East Coast Water Supply Plan was approved on November 8, 2018. Therefore, the deadline for local governments within the Lower East Coast jurisdiction to amend their comprehensive plans to adopt a Work Plan Update was May 2020. However, this deadline could not be achieved because Miami-Dade County did not adopt their water supply plan until January 19, 2023.

A copy of the draft Work Plan Update and related comprehensive plan amendments, along with the draft ordinance are included as Attachments 1 and 2. The previous Level of Service (LOS) established by the Village based on Miami-Dade County data was 148.11 gallons per capita per day. With conservation and leak detection efforts the per capita per day demand has now been lowered to 145.41 gallons. Therefore, the recommended LOS is 145.41 gallons per capita per day.

On December 6, 2023, the Planning and Zoning Board voted to recommend to the Commission the adoption of the ordinance. In accordance with the established statutory process, the proposed amendments will be transmitted to the Florida Commerce Department and other review agencies following first reading of the ordinance. Once agency reviews are completed, the item will be scheduled for second reading (adoption).

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
n/a

PERSONNEL IMPACT
n/a

ATTACHMENTS
Attachment 1 Proposed Water Supply Plan.pdf
Attachment_2 Ordinance WSP Amend.pdf
Notice of Public Hearing- DBR

NORTH BAY VILLAGE, FLORIDA

10-YEAR WATER SUPPLY FACILITIES WORK PLAN UPDATE ~~2015~~ 2022

FIRST READING:
ADOPTED:

Prepared by:

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

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APPENDIX A: MDWASD 10-Year Water Supply Facilities Work Plan (April 2022)

1.0 INTRODUCTION

The purpose of North Bay Village's Water Supply Facilities 10-Year Water Supply Facilities Work Plan Update (Work Plan Update) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the local government's jurisdiction. Chapter 163, Part II, F.S., requires local governments to prepare and adopt Work Plans into their comprehensive plans within 18 months after the water management district approves a regional water supply plan or its update. The *Lower East Coast Water Supply Plan ~~2nd~~ 3rd Update* was approved by the South Florida Water Management District (SFWMD) Governing Board ~~in 2013~~ on November 8, 2018, while Miami-Dade County's 10-Year Water Supply Facilities Work Plan Update was adopted April 2022 and corresponding CDMP Text Amendments adopted on January 19, 2023.

Residents of North Bay Village obtain their water directly from the Miami-Dade County Water and Sewer Department (MDWASD) through a wholesale agreement, which is responsible for ensuring that enough capacity is available for existing and future customers.

The North Bay Village Work Plan Update will reference the initiatives already identified in the most current Miami-Dade County ~~2~~10-Year Work Plan since the Village is a wholesale buyer. According to state guidelines, the Work Plan Update and the Comprehensive Plan amendment must address the development of traditional and alternative water supplies, bulk sales agreements, and conservation and reuse programs that are necessary to serve existing and new development for at least a 10-year planning period. The North Bay Village Work Plan Update will have the same planning ~~time schedule~~ horizon as Miami-Dade County's ~~2~~10-Year Work Plan and will be adopted by reference in the infrastructure sub-element of the Comprehensive Plan.

North Bay Village has recognized the importance of water conservation through the Village's Comprehensive Plan. The Village acknowledges that to maintain a proactive water conservation program there has to be an effective coordination program with Miami-Dade County Water and Sewer Department (MDWASD) to ensure the success of the program. In addition, the Village maintains an excellent working relationship with WASD as a wholesale customer to ensure compliance with all applicable regulations and guidelines.

The Village's Work Plan Update is divided into ~~five~~ seven sections:

Section 1 – Introduction
Section 2 – Background Information
Section 3 – Data and Analysis
Section 4 – Intergovernmental Coordination
Section ~~4~~ 5 – Capital Improvements
Section 6 – Climate Change and Sea Level Rise

Section ~~5~~ 7 – Comprehensive Plan; Goals, Objectives and Policies

1.1 Statutory History

The Florida Legislature enacted bills in the 2002, 2004, ~~and~~ 2005, 2011, 2012, 2015 and 2016 sessions to address the state's water supply needs. These bills, especially Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373 Florida Statutes (F.S.) by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between the local land use planning and water supply planning. ~~Additional legislation in 2011, under the Community Planning Act, lessened some specific and detailed requirements for water supply plans.~~

In 2005, lawmakers revised state water law, Section 373.707, F.S., and created the Water Resource Protection and Sustainability Program, which requires a higher level of water supply planning coordination between water management districts and local governments.

Effective July 1, 2010, the Florida legislature passed an amendment to Section 373.707, F.S., which concerns water management district funding of alternative water supply projects. The legislation added "water conservation projects that result in quantifiable water savings" to those projects eligible for funding,

In 2011, the Florida Legislature updated Chapter 163, Part II, F.S., to include The *Community Planning Act* (163.3164, F.S.), which addresses the state's water supply needs. The Act requires each municipality and county to adopt and maintain a comprehensive plan. In Florida, all proposed and approved development in the community must be consistent with the comprehensive plan. In terms of water supply planning, information about state requirements for local government comprehensive plans is available in each regional water supply plan update,

As of June 2012, 90 percent of all local governments within the SFWMD developed and formally submitted their Water Supply Facilities Work Plans. The development of these plans has assisted the SFWMD in coordinating future water supply planning and permitting with local government land use planning.

The 2012, 2015 and 2016 Statutory changes clarified certain language which does not materially impact the Village.

However, ~~that and subsequent~~ these legislati~~on~~ve amendments has~~s~~ve not negated the requirement for local governments to provide an appropriate Water Supply Facilities Work Plan Update in a timely manner.

1.2 Statutory Requirements

Each local government must comply with the following requirements:

1. Coordinate appropriate aspects of its comprehensive plan with the appropriate water management district's regional water supply plan, [163.3177(4)(a), F.S.]

2. Ensure that its future land use plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177(6)(a), F.S. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review.

3. Ensure that adequate water supplies and facilities are available to serve new development no later than the date on which the local government anticipates issuing a certificate of occupancy or its functional equivalent and consult with the applicable water supplier prior to approving building permit, to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180 (2), F.S.,

4. For local governments subject to a regional water supply plan, revise the general Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (the "Infrastructure Element"), within 18 months after the water management district approves an updated regional water supply plan, to:
    a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the updated regional water supply plan, or the alternative project proposed by the local government under s. 373.0361(7), F.S. [s. 163.3177(6)(c)(3), F.S.];
    b. Identify the traditional and alternative water supply projects, bulk sales agreements, and the conservation and reuse programs necessary to meet current and future water use demands within the local government's jurisdiction [s. 163.3177(6)(c)(3), F.S.]; and
    c. Include a water supply facilities work plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development. [s. 163.3177(6)(c), F.S.];

5. Revise the Five-Year Schedule of Capital Improvements to include any water supply, reuse, and conservation projects and programs to be implemented during the five-year period.

6. To the extent necessary to maintain internal consistency after making changes described in Paragraph 1 through 5 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the appropriate regional water supply plan, the applicable District Water Management Plan, as well as applicable consumptive use

permit(s). [s.163.3177 (6)(d), F.S.] If the established planning period of a comprehensive plan is greater than ten years, the plan must address the water supply sources necessary to meet and achieve the existing and projected water use demand for established planning period, considering the appropriate regional water supply plan. [s.163.3167 (13), F.S.];

7. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with applicable regional water supply plans and regional water supply authorities' plans. [s.163.3177(6)(h)1., F.S.]

8. While an Evaluation and Appraisal Report is not required, local governments are encouraged to comprehensively evaluate, and as necessary, update comprehensive plans to reflect changes in local conditions. The evaluation could address the extent to which the local government has implemented the need to update their Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3181(3), F.S.].

9. A local government that does not own, operate, or maintain its own water supply facilities, including, but not limited to, wells, treatment facilities, and distribution infrastructure, and is served by a public water utility with a permitted allocation of greater than 300 million gallons per day is not required to amend its comprehensive plan in response to an updated regional water supply plan or to maintain a work plan if any such local government's usage of water constitutes less than 1 percent of the public water utility's total permitted allocation. However, any such local government is required to cooperate with, and provide relevant data to, any local government or utility provider that provides and natural groundwater aquifer recharge element updated in accordance with s. 163.3191. Any local government may verify its qualifications for the exemption with the Florida Department of Economic Opportunity (DEO) [s. 163.3177(6)(c)4., F.S.].

2.0 BACKGROUND INFORMATION

2.1 Overview

North Bay Village was incorporated in 1945 followed by the annexation of Harbor and Treasure Island a few years later and the annexation of Broadcast Key in 1963. The three-island community (North Bay Island, Harbor Island and Treasure Island) is situated in northeast Miami-Dade County between the cities of Miami and Miami Beach in Biscayne Bay. The islands are linked by the John F. Kennedy Causeway (79th Street), which extends across the ~~Biscayne~~ Bay from Miami to Miami Beach. ~~The north edge of the municipality is the Biscayne Bay. The southern boundary is Bay Terrace (North Bay Island) and South Treasure Drive (Treasure Island). The western boundary is Miami View Drive (North Bay Island) and West Drive (Harbor Island) while the eastern~~

~~boundary is East Treasure Drive (Treasure Island).~~

The total incorporated area of North Bay Village is approximately 512 acres of which 238 acres are land and the remaining is ~~riparian~~ water. Of the 238 land acres, North Bay Island is 40.6 acres, Harbor Island is 44.8 acres and Treasure Island is 152.8 acres.

North Bay Village is substantially built-out; however, redevelopment has become a factor with ~~several~~ multi-family development approvals occurring over ~~the last two years~~ that ~~may~~ will affect population and land use. See Table 2-1 for the existing land use distributions.

The population data utilized for North Bay Village for this Update is based on the ~~most current and accurate data available from the U.S. Census Bureau and the Shimberg Center for Affordable Housing at the University of Florida. Table 2-2 reflects US Census population estimates starting in 2010~~ population projections data found in the Miami-Dade County 10-Year Water Supply Facilities Work Plan Update (Exhibit C-3) (See Table 2-2 below).

Table 2-1 Existing Land Use in North Bay Village		
Land Use	Acres	Percent
Single Family Residential	70.7	29.8
Multi-Family Residential	65.3	27.7
Commercial	27.1	11.4
Educational	12.9	5.4
Public Buildings and Grounds	1.7	0.7
Institutional	3.7	1.6
Vacant	8.2	3.2
Recreation and Open Space	0.6	0.2
Rights-of-Way	48.0	20.2
Source: North Bay Village 2015 Comprehensive Plan.		

~~Table 2-2 North Bay Village US Census Population Count and Estimates~~						
	~~Census~~	~~Population Estimates (as of July 1)~~				
~~Year~~	~~April 1, 2010~~	~~2010~~	~~2011~~	~~2012~~	~~2013~~	~~2014~~
~~Population~~	~~7,137~~	~~7,167~~	~~7,349~~	~~7,417~~	~~7,464~~	~~7,871~~
~~Source: US Census Bureau, September 2015~~						

~~Table 2-3 North Bay Village Population Projections~~						
~~Year~~	~~2015~~	~~2020~~	~~2025~~	~~2030~~	~~2035~~	~~2040~~
~~Population~~	~~7861~~	~~8430~~	~~8965~~	~~9423~~	~~9827~~	~~10221~~

Source: Shimberg Center for Affordable Housing, 2015

Table 2-2 North Bay Village Population Projections					
Year	2020	2025	2030	2035	2040
Population	8,079	8,669	9,258	9,848	10,437
Source: MDWASD 10-Year Water Supply Facilities Work Plan Update					

2.2 Relevant Public Water Supply Issues

The Lower East Coast, LEC, Planning Area traditionally has relied on fresh groundwater from the Surficial Aquifer System, SAS, and fresh surface water *from Lake Okeechobee* as the primary water source for urban, agricultural, and industrial uses. In many areas of the LEC Planning Area, development of these sources has been maximized due to potential impacts on the regional system, wetlands, existing water users, and the potential for saltwater intrusion. *As population and water demand increased, the development of other water source options also increased*. Therefore, new or increased allocations from these freshwater sources will be reviewed on an application-by-application basis to determine if a project meets the consumptive use permitting criteria. As a result, diversification of water supply sources, such as use of the upper Floridan aquifer, increased storage, reclaimed water, and appropriate water conservation has been occurring in the LEC Planning Area and is expected to continue to occur in the future. The source options are dependent on location, use type, demand, regulatory requirements, and cost.

Additionally, Southeast Florida is one of the most vulnerable regions to the impacts of climate change and sea level rise as a result of our flat topography, porous limestone geology, and dense coastal development. Climate change and sea level rise are expected to present significant challenges relating to water resource planning, management and infrastructure for the counties located in south Florida, including Broward, Miami-Dade, Monroe, and Palm Beach Counties. The primary concern to water supply is saltwater intrusion into the freshwater Biscayne aquifer, the primary source of drinking water in Miami-Dade County. Local governments and water utilities in the southeast Florida region have formalized the integration of water supply and climate change considerations as part of coordinated planning efforts, including updates to local government and water utility 10-year Water Supply Facility Work Plans and enhancements to local government's Comprehensive Plans. Key considerations for communities within the four County Compact planning area include: 1) sea level rise, 2) saltwater intrusion, 3) extreme weather, and 4) infrastructure investments to support diversification and sustainability of water supply sources, and adaptive storm water and wastewater systems. Results of evaluation and data analysis completed to date indicate that within the next thirty years MDWASD will be able to operate well fields and water treatment facilities as designed, as groundwater modeling indicates even with a high level of projected sea level rise, these well fields will not be impacted by saltwater intrusion. Further modeling is currently underway to extend the planning scenarios fifty years out and

will include climate changes such as increases and decreases in annual precipitation, and extreme weather events.

Regional issues that affect the Village include minimizing pressure on the Everglades and Biscayne Bay ecosystems and Biscayne and Floridan Aquifers. To that end, the Comprehensive Everglades Restoration Plan (CERP) is providing the foundation for one of the largest ecosystem restoration projects in the world. The SFWMD and the US Army Corps of Engineers have partnered to restore, protect and preserve the water resources of central and southern Florida, including the Everglades. Various projects under CERP help ensure the proper quantity, quality, timing, and distribution of waters to the Everglades and all South Florida. The goal of CERP is to capture fresh water that now flows unused to the Atlantic Ocean and the Gulf of Mexico redirect it to areas that need it most.

The SFWMD's priorities have focused on creating Water reservation rules to facilitate construction of CERP project components. The Village is in support of CERP and other restoration projects listed in the 2018 Lower East Coast (LEC) Water Supply Plan Update that further the Northern/Southern Everglades 20-year commitment to Everglades restoration, including the C-111 South Dade, C-111 Spreader, Biscayne Bay Coastal Wetland BBCW L-31 East Flow-way, BBCW Deering Estate and BBCW Cutler Wetlands projects.

As the state agency responsible for water supply in the Lower East Coast (LEC) planning area, the SFWMD plays a pivotal role in resource protection, through critical evaluation during the consumptive use permitting process. In response to increased pressure on the Everglades ecosystem resource, the Governing Board initiated rulemaking to limit increased allocations dependent on the Everglades system. As a result, the Regional Water Availability Rule was adopted by the Governing Board on February 15, 2007 as part of the SFWMD's water use permit program. This new rule making system reduced reliance on the regional system for future water supply needs, mandating the development of alternative water supplies, and increasing conservation and reuse.

~~The 2013 Lower East Coast Water Supply Plan Update (LEC Plan) represents a departure from the demand projections in the 2000 LEC Plan and the 2005–2006 LEC Plan Update. Subsequent to approval of the 2005– 2006 LEC Plan Update in February 2007, the nation's economy fell into a long recession that had significant impacts on regional water supply planning, lowering population and demand forecasts. The dramatic slowdown in population growth occurred at the same time that consumption of potable water declined as measured in gallons per person per day. Likely reasons for this decrease in public water supply (PWS) consumption include short-term water shortage restrictions in response to droughts, long-term water conservation projects including SFWMD's year-round landscape irrigation conservation measures, and increased use of reclaimed water. Local actions, such as implementation by Broward and Miami-Dade counties of ordinances limiting~~

~~landscape irrigation to two days per week, the Broward County Water Conservation Partnership, and individual utility conservation programs, have been key in lowering the water use rate. An indication of the resulting trend is the LEC Planning Area's population grew by 600,000 people between 2000 and 2010, but total potable water use declined by 87 million gallons per day (MGD) (10 percent) during the same decade.~~

~~The 2013 LEC Plan's twenty-year population and PWS demand forecasts are lower than the two previous plans' projections. Projections developed indicate the planning area's population will increase over 18 percent, from approximately 5.6 million residents in 2010 to slightly more than 6.6 million by 2030. In contrast, the 2005–2006 LEC Plan Update projected the planning area's population to increase over 31 percent, to 7.3 million by 2025. The projected population growth varies widely between the counties: Palm Beach County (+25 percent), Broward County (+14 percent), Miami-Dade County (+18 percent), and Monroe County (-5 percent).~~

Even with an ever-increasing population, withdrawals from the Aquifers will be limited, greater conservation will be required to reduce per capita use; and reclaimed water must continue to be an important alternative water source per the 2008 Leah G. Schad Ocean Outfall Program. The Village does not have any domestic wastewater facilities which discharge to the ocean but supports Miami-Dade County efforts in reducing wastewater outflows and providing for reuse.

The 2018 Lower East Coast Water Supply Plan Update notes that a number of utilities have diversified their water supplies, including treatment and storage technologies, and water conservation programs. These alternatives include constructing brackish Floridan aquifer wells and reverse osmosis treatment plants, reclaimed water treatment and distribution facilities, and aquifer storage and recovery systems.

From FY2013 to FY2018, the SFWMD provided more than $3 million in alternative water supply funding for 11 projects in the LEC Planning Area. Funded projects created 9.25 million gallons per day (mgd) of new reclaimed water capacity and 4.19 mgd of additional reclaimed water distribution or storage in the LEC Planning Area.

The 2018 Lower East Coast Water Supply Plan Update water supply major issues are as follows: 1. Fresh surface water and groundwater are limited; further withdrawals could have impacts on the regional system, wetlands, existing legal uses, and saltwater intrusion. As a result, additional alternative water supplies need to be developed. 2. Surface water allocations from Lake Okeechobee and the Water Conservation Areas are limited in accordance with the Lake Okeechobee Service Area RAA criteria. 3. Construction of additional storage systems (e.g., reservoirs, aquifer storage and recovery systems) to capture wet season flow volumes will be necessary to increase water availability during dry conditions and attenuate damaging peak flow events from Lake Okeechobee. 4. Expanded use of reclaimed water is necessary to meet future water supply demands and the Ocean Outfall Law.

5. Expanded use of brackish groundwater from the Floridan aquifer system requires careful planning and wellfield management to prevent undesirable changes in water quality. The Village also supports these efforts to protect the integrity and functions of groundwater aquifer recharge areas.

As further outlined in Section 3.6 of this Plan the Village will support and assist in disseminating information on water conservation related programs and incentives from Miami-Dade County and SFWMD.

As a result of these regional water supply issues, the Village has updated its "Water Supply Facilities Work Plan" as required by Florida Statutes. Because the Village is a wholesale customer, the adopted policies within the Village's Comprehensive Plan currently require the Village to be consistent with the SFWMD's LECWSP and the County's 10-Year Water Supply Facilities Work Plan. The *Lower East Coast Water Supply Plan 3rd Update* was approved by the South Florida Water Management District (SFWMD) Governing Board on November 8, 2018, while Miami-Dade County's 10-Year Water Supply Facilities Work Plan Update was adopted April 2022 and corresponding CDMP Text Amendments adopted on January 19, 2023. The Village shall coordinate with the County's Work Plan to identify and develop those water supply projects necessary to meet the Village's projected water demands.

Additional Comprehensive Plan policies require the Village to consider the impacts of climate change and sea level rise as an integral component of all planning processes. Rise in sea level shall be taken into consideration in all future decisions regarding the design, location, and development of infrastructure and public facilities in the Village to meet or exceed adopted Level of Service (LOS) Standards. The Village shall work with Miami-Dade County to support the implementation of climate related policies.

3.0 DATA AND ANALYSIS

The intent of the data and analysis section of the work Plan is to describe the information that local governments need to provide to state planning and regulatory agencies as part of their proposed comprehensive plan amendments, particularly those that would change the Future Land Use Map (FLUM) to increase density and/or intensity.

3.1 Population~~/Water Demand~~ Information

The population data utilized for North Bay Village for this Update is based on the population projections data found in the Miami-Dade County 10-Year Water Supply Facilities Work Plan Update (Exhibit C-3) (See Table 3-1 below).

~~MDWASD is the water supplier for North Bay Village; therefore, population information for their entire service area is provided in Table 3.1.~~

~~Table 3-1 Population and Finished Water Demand~~

~~TABLE STRICKENTHROUGH~~

	Existing	Projected	
	2010	2020	2030
Population	2,141,885	2,337,660	2,533,436
Per Capita (gallons per day finished water)	141	141	141
Potable Water Demands (daily average annual finished water in MGD)	302.01	329.61	357.21
SFWMD WATER USE PERMITTED (13-00017-W) ALLOCATION (MGD)			
	Existing	Projected	
Potable Water Source	2010	2020	2030
Fresh Water	388.56	349.50 [a]	386.50 [a]
Brackish Water	19.95	46.66	46.66
Total Allocation	408.51	396.16	410.70
POTABLE WATER TREATMENT CAPACITY			
	Cumulative Facility & Project Capacity (MGD)		
	Existing	Projected	
FDEP Permitted Capacity	2012	2020	2030
Fresh Water	453.93	447.18	447.18
Brackish Water	0.00	10.00 [b]	10.00 [b]
Planned Project Capacity	0.00	20.00	27.50
Total Capacity	453.93	477.18	484.68
NONPOTABLE WATER TREATMENT CAPACITY			
Reclaimed Water	16.49	16.49	149.49

a. In 2012, MDWASD's allocation was modified to 349.50 MGD, pending completion of aquifer recharge projects. These reuse offsets are listed as totaling 37 MGD by 2027, supporting an allocation of 386.50 MGD in 2030. If projects are not built, allocation remains at 349.50 MGD.

b. Project will be online by 2013.

~~The MDWASD depicts population estimates for the purpose of planning water supply for their specific sub- service areas in their 2014 Water Supply Plan (see Table 3-2).~~

Table 3-1 North Bay Village Population Projections					
Year	2020	2025	2030	2035	2040
Population	8,079	8,669	9,258	9,848	10,437
Source: MDWASD 10-Year Water Supply Facilities Work Plan Update					

~~Table 3-2 Municipal Population Projections: North Bay Village~~	
~~Year~~	~~Population~~
~~2014~~	~~7347~~
~~2015~~	~~7404~~
~~2020~~	~~7689~~
~~2025~~	~~7974~~
~~2030~~	~~8258~~
~~2033~~	~~8429~~
~~2035~~	~~8543~~
~~Source: 2014 Miami-Dade Water Supply Facilities Work Plan~~	

For informational purposes, the total 2016 population of Miami-Dade County, in which the Village's population is included, was 2,700,794 (Table B-1. PWS and DSS population projections for the Miami-Dade LEC Planning Area, *2018 LEC Water Supply Plan Update*). Of that total the Miami-Dade WASD serviced 2,351,064 residents.

Table 3-2
Village vs. Miami-Dade County Population Comparison

	2020	2025	2030	2035	2040
North Bay Village	8,079	8,669	9,258	9,848	10,437
MDWASD Service Area	2,407,121	2,533,548	2,659,975		
Miami-Dade County Total Pop.	2,777,310	2,924,743	3,072,175		

Sources: Exhibit C-3, MDWASD Wholesale Municipal Customers – Water Service Area Population by Utility Served, MDWASD 10-Year Water Supply Facilities Work Plan (October 2020) and Table 4-2 Population Projections to be Served by WASD.

The Village does not have additional data on domestic self-supply systems. After review of Village records it has been determined they are incomplete with respect to self-supply systems.

3.2 Maps of Current and Future Areas Served

The map depicting the current Village boundary served by the MDWASD system is provided in **Figure 1**. The map shown as **Figure 2** shows the MDWASD Wholesale Municipal Customers Map while **Figure 3** provides the locations of the Miami-Dade County Wellfield Protection cones of Influence map.

3.~~2~~3 Potable Water Level of Service Standard

~~Per the Miami Dade Water Supply Plan update the indicated gallon per capita per day water demand for the North Bay Village service area is 148.11. See details below:~~

Based on the adopted Water Supply Facilities Work Plan Update 2015, the Village adopted a potable water LOS level of 148.11 gallons per capita per day.

An update of the per capita use estimated by Miami-Dade Water and Sewer Department in the April 2022 10-Year Water Supply Facilities Work Plan (shown in Exhibit C-2) by municipality was determined to be 145.41 gallons per capita per day (gpcd).

The Village will revise the LOS standard that the Village had adopted and found in Policies 7.4.1 and 12.1.5. If future population increases project higher demands, the

Village will work with the County and SFWMD to refine projections during the five-year updates to the water management plan and also through the State mandated Evaluation and Appraisal Report process.

~~TABLE STRICKENTHROUGH~~

Exhibit C-7

Wholesale Water Demand Projections

Wholesale Customer	Projection Year	Population	Baseline Wholesale Per Capita Consumption (GPD)	Projected Wholesale Consumption (GPD)	Projected Wholesale Consumption (MGD)
Medley	2029	7,762	864.208	6,708,040.68	6.71
Medley	2030	8,129	864.208	7,025,435.50	7.03
Medley	2031	8,497	864.208	7,342,830.32	7.34
Medley	2032	8,864	864.208	7,660,225.14	7.66
Medley	2033	9,231	864.208	7,977,619.96	7.98
Medley	2034	9,598	864.208	8,295,014.78	8.30
Medley	2035	9,966	864.208	8,612,409.59	8.61
Medley	2036	10,333	864.208	8,929,804.41	8.93
Medley	2037	10,700	864.208	9,247,199.23	9.25
Medley	2038	11,067	864.208	9,564,594.05	9.56
Medley	2039	11,435	864.208	9,881,988.87	9.88
Medley	2040	11,802	864.208	10,199,383.69	10.20
Miami Beach	2014	90,254	245.991	22201794.66	22.20
Miami Beach	2015	91,288	245.991	22456116.65	22.46
Miami Beach	2020	96,458	245.991	23727726.59	23.73
Miami Beach	2025	101,627	245.991	24999336.54	25.00
Miami Beach	2030	106,796	245.991	26270946.48	26.27
Miami Beach	2033	109,898	245.991	27033912.45	27.03
Miami Beach	2035	111,966	245.991	27542556.42	27.54
Miami Beach	2028	104,728.60	245.99	25,762,302.50	25.76
Miami Beach	2029	105,762.47	245.99	26,016,624.49	26.02
Miami Beach	2030	106,796.33	245.99	26,270,946.48	26.27
Miami Beach	2033	109,897.93	245.99	27,033,912.45	27.03
Miami Beach	2035	111,965.67	245.99	27,542,556.42	27.54
North Bay Village	2014	7,346.87	148.11	1,088,106.96	1.09
North Bay Village	2015	7,403.83	148.11	1,096,544.00	1.10
North Bay Village	2020	7,688.67	148.11	1,138,729.22	1.14
North Bay Village	2025	7,973.50	148.11	1,180,914.43	1.18
North Bay Village	2030	8,258.33	148.11	1,223,099.64	1.22
North Bay Village	2033	8,429.23	148.11	1,248,410.77	1.25
North Bay Village	2035	8,543.17	148.11	1,265,284.86	1.27
North Miami	2014	68,966.73	54.65	3,768,802.66	3.77
North Miami	2015	69,007.17	54.65	3,771,012.20	3.77
North Miami	2020	69,209.33	54.65	3,782,059.94	3.78
North Miami	2025	69,411.50	54.65	3,793,107.68	3.79
North Miami	2030	69,613.67	54.65	3,804,155.41	3.80
North Miami	2033	69,734.97	54.65	3,810,784.05	3.81
North Miami	2035	69,815.83	54.65	3,815,203.15	3.82
Opa-Locka	2014	19,122.13	126.82	2,425,119.34	2.43
Opa-Locka	2015	19,221.17	126.82	2,437,679.00	2.44
Opa-Locka	2020	19,716.33	126.82	2,500,477.35	2.50
Opa-Locka	2025	20,211.50	126.82	2,563,275.69	2.56
Opa-Locka	2030	20,706.67	126.82	2,626,074.03	2.63
Opa-Locka	2033	21,003.77	126.82	2,663,753.03	2.66
Opa-Locka	2035	21,201.83	126.82	2,688,872.37	2.69
Surfside	2014	5,835.53	148.04	863,864.14	0.86
Surfside	2015	5,866.17	148.04	868,398.95	0.87
Surfside	2020	6,019.33	148.04	891,073.01	0.89
Surfside	2025	6,172.50	148.04	913,747.06	0.91
Surfside	2030	6,325.67	148.04	936,421.11	0.94

~~The MDWASD water supply and treatment systems have sufficient installed capacity to produce more potable water than is currently required. The supply capacity and treatment capacity are 724.44 MGD and 517.19 MGD respectively. Table 3-3 summarizes this information. Table 3-4 summarizes other suppliers facilities capacities.~~

~~The capacities of these water supply and treatment systems have been coordinated with future demands and allocations.~~

~~TABLE STRICKENTHROUGH~~

~~Table 3-3 MDWASD Facilities Capacities~~

Facility	Installed Capacity (mgd)
Hialeah-Preston Water Treatment Plants	60 + 165 = **225**
Hialeah-Preston Well fields	
Preston	53.28
Hialeah	12.54
Miami Springs	79.30
Northwest[a]	149.35
Medley Wellfield [b]	48.96
Hialeah RO Water Treatment Plant	**10**
Hialeah RO Wellfield (Floridan Aquifer)	
Existing Hialeah RO	12.00
Future Hialeah RO (2015)	8.00
Alexander Orr Water Treatment Plant	**248**
Alexander Orr Well fields	
Orr Plant	74.40
Snapper Creek	40.00
Southwest	161.20
West	32.40
South Dade Water Treatment Plants	**14.19**
South Dade Wellfields	
Elevated Tank	4.32
Everglades Labor Camp	5.04
Leisure City	4.18
Naranja	1.15
Newton	4.32
Future South Miami Heights Water Treatment Plant (2018)	***20.00***
Future South Miami Heights Wellfields	
Former Plant (Biscayne Aquifer)	*4.00*
Roberta Hunter Park (Biscayne Aquifer)	*6.00*
South Miami Heights RO (Floridan Aquifer)	*24.00*
Existing WASD Wellfield Total	**682.44**
Existing WASD Water Treatment Plant Total	**497.19**
Future WASD Wellfield Total	**724.44**
Future WASD Water Treatment Plant Total	**517.19**

~~(a) Northwest wellfield capacity at 150 mgd when pumps operate at low speed.~~

~~(b) Wells in this wellfield had been abandoned. They have been restored with the purpose of using them only during an emergency.~~

~~*Source: MDWASD Water Use Permit No. 13-00017-W, revised July 2012, and requested revision June 2014.*~~

~~TABLE STRICKENTHROUGH~~

~~Table 3-4 Other Supplier's Facilities Capacities~~

Facility	Installed Capacity (mgd)
City of North Miami	
Norman H. Winsom Water Treatment Plant	9.30
City's well fields (8 wells)	**14.96**
City of North Miami Beach	
Norwood-Oeffler Water Treatment Plant	**32.00**
City of North Miami Beach Wellfields	
Biscayne Aquifer Wellfields	27.90
Floridan Aquifer Wellfields	12.07
City of North Miami Beach Wellfields	**39.97**
City of Homestead	
Wittkop Park – Harris Field Water Treatment	11.2+5.7=**16.9**
City of Homestead Wellfields	
Wittkop Park	11.23
Harris Field	5.76
City of Homestead Wellfields	**16.99**
Florida City	
Florida City Water Treatment Plant	**4**
Florida City Wellfields	**4**

~~*Source: City of North Miami Beach SFWMD Water Use Permit Staff Report (August 2007) and Water Use Permit No. Re-issue 13-00060-W, Draft Water Supply Facilities Work Plan (City of North Miami, March 2008), Information provided by discussions with staff for the City of Homestead and Florida City*~~

3.34 Population and Water Demand Projections

~~The water demand projections presented herein are based on an initial system-wide finished water daily per capita use rate of 137.2 gallons per capita per day (gpcd). The per capita use was determined by taking a 3-year average from 2011 to 2013. The initial per capita rate has declined due to water use reductions resulting from water conservation and reuse irrigation water projects. Table 3-5, provides the projected finished water use for Year 2014 through Year 2033.~~

Population projections for the North Bay Village service area in five-year increments from Years 2020-2040 are shown in Table 3-3.

Table 3-3
Potable Water Demands for the North Bay Village and MDWASD Overall Water System Capacity and Demand

Year	Population Projections	Gallons/Capita/Day	Average Demand (MGD)	Rated Capacity (MGD)	Finished Water Demand (MGD)
2020	8,079	145.41	1.17	463.93	336.12

2025	8,669	145.41	1.26	463.93	350.03
2030	9,258	145.41	1.35	463.93	366.16
2035	9,848	145.41	1.43		
2040	10,437	145.41	1.52		

Sources: MDWASD Wholesale Service Area Water Demand Projections (Exhibit C-6) and Table 2.5.1-2 Miami-Dade County Water Supply Facilities related text amendments (CDMP20220002).

~~TABLE STRICKENTHROUGH~~

~~Table 3-5 MDWASD Projected Finished Water Demands~~

1	2	3	4	5	6	7	8	9
	PROJECTIONS (2013) FOR MDWASD SERVICE AREA							
Year	Pop.[a]	Finished Water Use (gpcd)	AADD Finished Water Use[b] (MGD)	Water Conservation[c] (MGD) Credit	Reuse/ Reclaimed Water [d] (MGD) Credit	Adjusted Finished Water Demand[e] (MGD)	Adjusted Finished Water Use (gpcd)	CITY OF HOMESTEAD Finished Water Demand (MGD)
System-Wide								
2014	2,243,879	137.2	307.19	1.36	0.00	306.43	136.56	2.50
2015	2,266,092	137.2	310.84	2.04	0.00	308.80	136.27	3.00
2020	2,370,769	137.2	325.20	5.44	0.00	319.76	134.88	3.00
2025	2,475,446	137.2	339.56	8.84	0.00	330.72	133.60	3.00
2030	2,580,123	137.2	353.92	9.55	0.00	344.37	133.47	3.00
2031	2,601,058	137.2	356.79	9.55	0.00	347.24	133.50	3.00
2032	2,621,994	137.2	359.66	9.55	0.00	350.11	133.53	3.00
2033	2,642,929	137.2	362.53	9.55	0.00	352.98	133.56	3.00

Footnotes

(a) Population Served represents the TAZ population projections based on 2010 Census Data provided by the MDC RER Planning Division.

(b) Annual Average Daily Demand (AADD) Finished Water Projections between 2014 and 2033 assume 137.2 gpcd (a decrease from 145.4 gpcd total water system demand prior to application of credits (e.g. conservation).

(c) MDWASD has implemented a 20-year water use efficiency plan and is experiencing reductions in per capita water consumption. Water Conservation projections were revised based on the 2010 Annual Water Conservation Plan Conserve Florida Report (March 2011). Real losses in non-revenue water (e.g. unaccounted-for-water) are assumed to remain at less than 10%. The conservation amounts experienced through 2010 (6.54 MGD) were deducted from the 20-year conservation amount in the Conserve Florida Report and the remaining conservation amounts were distributed for the balance of the 20-year period (2011-2027).

(d) Not Used

(e) Adjusted after taking credit in finished water demand projections for reductions in finished water use associated with water conservation.

3.5 Water Supply Provided by WDWASD

The Miami-Dade County 10-Year Water Supply Facilities Work Plan (April 2022) is attached as Appendix A. The County Work Plan generally contains all supply and distribution information concerning its Countywide facilities, conservation

measures, alternative water supply projects, historical data and projections, planned facilities, capital improvements, climate change and sea level rise impacts. The intent of the County Work Plan is to meet the statutory requirements mentioned in subsection 1.2 of this plan and to coordinate the MDWASD's water supply initiatives with the SFWMD's *Lower East Coast Water Supply Plan Update*.

The SFWMD initially issued a Water Use Permit (WUP) for Miami-Dade County on November 15, 2007. The water use permit limits the annual allocation and the maximum monthly allocation until the permit expires. The latest modifications to this MDWASD WUP, No.1300017-W, were approved on March 8, 2022 and will now expire on December 27, 2065.

The MDWASD's service area is all portions of Miami-Dade County within the Urban Development Boundary (UDB), excluding the service areas of North Miami Beach, Homestead, Florida City, and approximately 65% of North Miami's service area. The water demands of the areas within the Urban Expansion are considered in the 10-year planning horizon.

The MDWASD water service area contains interconnected systems and, for the most part, functions as a single service area. The service area is broken down into three sub areas by water treatment facilities: the Hialeah-Preston area, the Alexander Orr Jr. area, and the South Dade area.

The County's 10-Year Water Supply Facilities Work Plan (April 2022), Appendix C, "Municipal Population and Demand Projections" includes data on population projections and per capita water usage.

MDWASD is committed to meet the water demands for the municipalities and unincorporated areas within its service area. North Bay Village is served by the Hialeah-Preston sub-area water treatment plant.

The Hialeah-Preston sub-area is comprised of dedicated low-pressure pipelines, remote storage tanks, pumping facilities, and high pressure systems. This sub-area delivers water to Hialeah, Miami Springs, the City of Miami, and other portions of northeastern Miami-Dade County (including North Bay Village). The Hialeah-Preston sub-area, water treatment plant is supplied by four water supply wellfields (Hialeah- capacity 12.5 MGD; John E. Preston – capacity 53.28 MGD; Miami Springs – capacity 79.30 MGD; and Northwest -149.35 MGD), with a total designed capacity of approximately 220.94 MGD.

3.4<u>6</u> MDWASD and ~~the~~ Village~~'s~~ Water Conservation ~~and Water Reuse Actions Water Conservation~~

Water conservation is the key to maintaining the health and productivity of the Surficial and Floridan Aquifers. Promoting water conservation equipment, techniques, and practices will benefit customers economically and maintain a realistic water demand picture for utilities. Protection of the aquifer system and wellfields (Figure 3.) through conservation and reuse, recharge enhancement, limitations on withdrawal, regulation of land use, and maintenance of minimum flows and levels will ensure the availability of an adequate water supply for all competing demands, maintain and enhance the functions of natural systems and preserve water quality.

North Bay Village works in coordination with MDWASD, SFWMD and state efforts aimed at promoting conservation through a variety of means including:

- Water Use Efficiency requirements included in the Code of Miami-Dade County
- Limiting Irrigation Hours
- Florida-Friendly Landscape Ordinance
- Rain Sensor Ordinance
- Water Conservation Rate Structure
- Leak Detection and Repair Program
- Public education
- Offering low-cost kits to its customers to reduce water use in their homes (High-Efficiency Fixtures).

MDWASD has developed a Water Conservation Plan (November 2020) which is included as Exhibit 29, 10-Year Water Supply Facilities Work Plan (~~2014 – 2033~~ April 2022).

For more information about WASD's Water Conservation Program visit http://www.miamidade.gov/conservation/home.asp

3.6.1 County-wide Issues

Miami-Dade Water Use Efficiency Plan

~~The per capita usages contained in Table 3-5 are adjusted, taking into consideration MDWASD water conservation.~~ MDWASD is implementing a 20-year water ~~conservation~~ water use plan and is ~~looking for ways to reduce non-revenue water~~ experiencing reductions in per capita water consumption by implementing all Best Management Practices (BMPs) included in ~~T~~the MDWASD 20-Year Water Use Efficiency ~~Goal Based~~ Plan (Plan) which was approved by the SFWMD in May 2007. ~~The Water Conservation projections included in Table 3-5 were revised based on the 2010 Annual Water Conservation Plan Conserve Florida Report (March 2011). Currently, MDWASD is implementing all Best Management Practices (BMPs) included in the Plan. Values contained within the above table reflect projections as of June 2014.~~

~~Miami-Dade County has enacted water use efficiency legislation including permanent landscape irrigation restrictions, landscape ordinances requiring Florida Friendly landscaping in new construction and in right of ways, and the installation of high efficiency plumbing fixtures in new construction. North Bay Village's water conservation efforts have benefited from this legislation. Water conservation activities are funded annually through the operations and maintenance budget and are therefore not included in capital budgets.~~

~~Water conservation projections do not reflect water demand reductions presented by the "Unaccounted Water Loss Reduction Plan (February 2007)" prepared by Malcolm Pirnie, Inc. The potential additional reduction in water demands, as a result of real non-revenue water loss, is estimated at 14.25 mgd over the next ten years~~ The lower demand is also the result of lower-than-projected population growth, permanent landscape irrigation restrictions, water loss reduction from Florida Friendly landscaping in new construction, in right of ways, and the installation of high efficiency plumbing fixtures in new construction and some reuse within the three wastewater treatment plant sites or in their vicinities. Because of these efforts, the County has achieved 16.19 MGD of water saving through fiscal year 2021. As a result, the Water Conservation projections included within the MDWASD 10-Year Water Supply Facilities Work Plan were revised based on the Water Conservation Plan 2021 Annual Report (January 1, 2021 – December 31, 2021), Exhibit F, MDWASD 10-Year Water Supply Facilities Work Plan. The savings from water conservation translate into more potable water available for residential and non-residential use, capital and operating savings, which allow systems to defer or avoid significant expenditures for water supply facilities and wastewater facilities.

Water Conservation Plans and Development Codes

Miami-Dade County has developed recommendations for new developments that would achieve higher water use savings than currently required by code. Miami-Dade County has enacted water use efficiency-legislation including permanent landscape irrigation restrictions, landscape ordinances requiring Florida Friendly landscaping in new construction, in right of ways, and the installation of high efficiency plumbing fixtures in new construction and some reuse within the three wastewater treatment plant sites or in their vicinities. This was done by The Board of County Commissioners amending Water Use Efficiency standards creating or amending Sections 8-31, 32-84, 8A-381, 32-8.2, 32-83.1, 18A, 18B of the Code of Miami-Dade. All future development within the Village is required to comply with these water conservation measures as provided through these water use efficiency legislations, which may be amended from time to time. The list of legislation and ordinances relating to water use efficiency standards are

presented in Appendix D of the MDWASD Water Supply Facilities Work Plan and are also posted in the Miami-Dade Water Conservation Portal.

Per Capita Consumption
The MDWASD establishes per capita consumption for all municipalities including those in its retail customer service area. Based on this data, the MDWASD will work with the municipalities to address those with higher than average per capita usage and will target programs for those areas. The County anticipates that the implementation of the BMPs identified in the 20-Year Water Use Efficiency Plan will result in an adjusted system wide per capita of 139 gpcd through the planning period.

The Village has been successful in implementing, as applicable, its water conservation policies and supporting efforts by Miami-Dade County and the South Florida Water Management District in their efforts to promote water conservation and reuse. The Village promotes the policies, requirements and procedures as outlined in this 10-Year Water Supply Facilities Work Plan Update. As shown by the Village's per capita consumption rate of 145.41 gallons per capita vs. 139 generally systemwide. Although slightly higher than the average the Village continues to strive for increased water conservation of water resources.

3.6.2 Local government Specific Actions, Programs, Regulations, or Opportunities

The Village will continue to coordinate future water conservation efforts with the MDWASD and the SFWMD to ensure that proper techniques are applied. The Village has adopted policies encouraging the use of Green Building Standards for new development, as well as those emphasizing low impact development techniques. In addition, the Village will continue to support and expand existing goals, objectives and policies in the comprehensive plan that promotes water conservation in a cost-effective and environmentally sensitive manner. The Village will continue to actively support the SFWMD and Miami-Dade County in the implementation of new regulations or programs that are designed to conserve water during the dry season. ~~In 2016, the Village will distribute educational materials to its residents concerning Florida Friendly landscaping in coordination with SFWMD.~~

3.7 Water Reuse

~~On June 28, 2013, MDWASD submitted to the Secretary of FDEP the Ocean Outfall Legislation Compliance Plan. A total of 117.5 mgd of reuse will be implemented. Out of that 27.6 mgd of reclaimed water will be used to recharge the Floridan~~

~~Aquifer. The Floridan Aquifer recharge will be applied on equal capacities at the existing Central and South District Wastewater Treatment Plants, and a proposed West District Wastewater Treatment Plant (9.2 mgd each). And up to 90 mgd of reuse water will be provided to FPL for Turkey Point cooling Units 5, 6 and 7.~~

3.7.1 Regional and County-wide Issues

State law supports reuse efforts. Florida's utilities, local governments, and water management districts have led the nation in implementing water reuse programs that increase the quantity of reclaimed water used and public acceptance of reuse programs. Section 373.250(1) F.S. provides that "water reuse programs designed and operated in compliance with Florida's rules governing reuse are deemed protective of public health and environmental quality." In addition, Section 403.064(1), F.S., provides that "reuse is a critical component of meeting the state's existing and future water supply needs while sustaining natural systems."

The County's projected finished water demands are now markedly lower than anticipated when the first 20-year water use permit application was submitted. ~~This demand reduction has eliminated the anticipated supply shortages which were the basis for an ambitious schedule of several costly alternative water supply projects. As such, reuse is no longer required or needed to address water supply.~~ As such, wastewater reuse to address water supply demands is no longer required, and other alternative water supplies (Floridan aquifer, water conservation, C-51 reservoir, etc.) have been determined to be more viable and shall be considered in the future. WASD is currently implementing a total of 16.49 MGD of reuse at each of the Wastewater Treatment Plants, primarily for in-plant (process water) use. In addition, WASD will be providing up to 15 MGD of reclaimed water from the South District Wastewater Treatment Plant to the FPL facilities at Turkey Point, per Miami-Dade County Resolution No. R-579-20 approved by the BCC on June 16, 2020.

3.7.2 Local Government Specific Actions, Programs, Regulations, or Opportunities

The Village will continue to support the SFWMD and Miami-Dade County water reuse projects, and implementation of new regulations or programs designed to increase the volume of reclaimed water used and public acceptance of reclaimed water.

4.0 INTERGOVERNMENTAL COORDINATION

The provision of water supply needs in the North Bay Village is achieved in coordination with local, county, and regional partners including Miami-Dade

County WASD and South Florida Water Management District. MDWASD is the Village's primary water partner as they provide its water service utilities. As part of the water supply planning process and intergovernmental coordination in general the Village has reviewed the Miami-Dade County Plan while outside agencies will review the Village's Plan. MDWASD ensures that water supply services are provided to most potable water users of Miami-Dade County in the most efficient and effective manner. SFWMD acts to protect the region's water supply resources and coordinates the implementation of state water regulations and policies through local water planning efforts and water supply services.

In this update of the Water Supply Facilities Work Plan, the Village has reviewed its water supply related Objectives and policies and updated them as necessary. Changes to the Objectives and policies are outlined in Section 7.0. Policies are included which detail coordination efforts with both MDWASD and SFWMD. As a wholesale customer, the Village must coordinate through data collection and billings the adequate supply of water and conservation practices with MDWASD and implement the requirements of County Code.

45.0 CAPITAL IMPROVEMENTS

The Village is within Miami-Dade County WASD service area which provides potable water and sanitary sewer services. As discussed, the potable water and sanitary sewer systems have adequate capacity to meet the needs of current and future residents. At this time the Village has no water facility projects planned. This section details water supply facilities that are planned within the County in order to meet MDWASD's water demands through the planning period.

The information contained in the Village's Comprehensive Plan and the Miami-Dade WASD 10-year Water Supply Facilities Work Plan (April 2022), the *2018 Lower East Coast Water Supply Plan Update* (LEC) approved by the South Florida Water Management District (SFWMD) on November 8, 2018 and additional information found within Water Use Permit 13-00017-W are herein incorporated by reference. The Water Use Permit which was modified and approved by the SFWMD on March 8, 2022, will now expire on December 27, 2065.

45.1 Planned Water Facilities Projects ~~and Capital Improvements Schedule~~

~~Capital improvement projects are determined by the MDWASD, as such they are not identified within North Bay Village. However, it is understood that coordination with MDWASD is necessary to ensure appropriate infrastructure is in place for service delivery to be consistent with the water supply facilities work plan.~~

~~Water supply facilities are planned in order to meet MDWASD's water demands~~

~~through 2033. The County's projected finished water demands are now markedly lower than anticipated when the first 20- year water use permit application was submitted to South Florida Water Management District (SFWMD) in 2007. This demand reduction has eliminated the anticipated supply shortages which were the basis for an ambitious schedule of several costly alternative water supply projects which are no longer required or needed. Reuse projects to address water supply have been eliminated. The decrease in water demands is a result a successful implementation of the County's Water Conservation Plan and new population projections based on the 2010 Census.~~

~~Table 4-1, on the following pages, depicts the most current 5-Year CIE projects from MDWASD.~~

~~TABLE STRICKENTHROUGH~~

~~Table 4-1~~

WATER FACILITIES

Project Number	Project Name and Location	Purpose* / Estimated Year of Completion	Prior Years	Expenditures / Revenues (In Thousands of Dollars) 2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	Six Year Totals	Future Years	Project Totals	Funding Source
1)	South M-D Water Trans. Mains Improv.	3/2017	0	0	0	5,900	6,500	1,100	0	13,500	4,500	18,000	1170,1171
965002I	South Miami-Dade County		0	0	0	5,900	6,500	1,100	0	13,500	4,500	18,000	
2)	Water T. Plant - Alexander Orr,Jr. Expansion	3/2018	8,089	6,694	15,060	25,309	27,914	13,578	6,515	95,070	331,395	434,554	495,1178,
965003I	8800 S.W. 87 Ave.		14,783	0	15,060	25,309	27,914	13,578	6,515	88,376	331,395	434,554	1171,1266
3)	Water T.Plant - Hialeah/Preston Improv.	3/2017	2,754	100	2,301	17,139	27,069	10,990	1,625	59,224	9,975	71,953	495,1171,
965004I	700 W. 2 Ave./1100 W. 2 Ave.		2,884	0	2,301	17,139	27,069	10,990	1,625	59,124	9,975	71,983	1170,1178
4)	Wellfield Improvements	3/2014	0	0	500	0	0	0	0	500	0	500	1171
965000I	Systemwide		0	0	500	0	0	0	0	500	0	500	
5)	Water Main - Extensions	1/2017	2,276	1,000	1,000	1,000	1,000	2,000	1,569	7,569	0	9,845	496
965106I	Systemwide		3,845	1,000	1,000	1,000	1,000	1,000	1,000	6,000	0	9,845	
6)	Central M-D Water Trans. Mains Improv.	3/2019	10,506	2,919	0	0	0	1,121	2,652	6,692	16,080	33,278	1170,1171
965404I	Central Miami-Dade County Area		13,425	0	0	0	0	1,121	2,652	3,773	16,080	33,278	
7)	North M-D Water Trans. Main Improv.	3/2017	2,500	1,775	691	4,738	2,810	1,335	0	11,349	0	13,849	1170,1171
965403I	North Miami-Dade County Area		4,275	0	691	4,738	2,810	1,335	0	9,574	0	13,849	
8)	W.T.P. Replacement & Renovations	3/2018	8,948	1,874	1,700	7,077	6,700	5,249	3,245	25,845	3,045	37,838	495,1171
965016I	Water Treatment Plants		10,691	771	1,700	7,077	6,700	5,249	3,245	24,742	3,045	37,838	
9)	Water System Maintenance & Upgrades	3/2017	37,587	18,490	17,500	20,000	20,000	20,000	20,000	115,990	162,500	316,077	495,1171
965018I	Systemwide		46,591	9,526	17,500	20,000	20,000	20,000	20,000	107,026	162,500	316,077	
10)	Water Distribution System Extension Enhanc.	3/2019	12,433	3,915	11,693	40,449	30,998	26,518	41,807	155,380	1,528,044	1,695,857	495,952,
965331I	Systemwide		15,348	0	11,693	40,449	30,998	26,518	41,807	151,465	1,528,044	1,695,857	1026,1170,
11)	Water Equipment & Vehicles	N/2017	18,313	6,677	7,500	7,500	7,500	7,500	7,000	43,677	55,000	116,990	1171,1266
965014I	Systemwide		34,990	0	7,500	7,500	7,500	7,500	7,000	37,000	55,000	116,990	495,1266
12)	Water General Maintenance & Office Facilities	N/2019	0	0	0	11,303	11,960	4,832	3,833	31,928	42,329	74,257	1171,1266
965027I	Systemwide		0	0	0	11,303	11,960	4,832	3,833	31,928	42,329	74,257	
13)	Water System Fire Hydrant Installation	1/2017	11,696	4,800	5,000	5,000	5,000	5,000	5,000	29,800	0	41,696	495

As a wholesale customer the Village is not responsible for the provision of infrastructure for potable water treatment and distribution. Below is a partial list of MDWASD projects and changes to its Capital Improvement Schedule.

As stated previously in Section 3.5 the Village is within the Hialeah-Preston Subarea. The MDWASD Capital Plan Bond/Fund Allocation for water projects through FY2029-2030 is $1.6 Billion. The following major Capital Improvements Projects may impact the Village and are as further described in the Miami-Dade WASD 10-year Water Supply Facilities Work Plan (April 2022) Appendix B 2021-2030 Multi-Year Capital Plan:

1) Systemwide Wellfield Improvements;
2) Systemwide Water Line Extensions and Improvements;
3) Water Treatment Plants Rehabilitation;
4) Purchase of Lake Property Adjacent to Northwest Wellfield;
5) Miami Springs Wellfield Rehabilitation – Phase 1-3; and,
6) C-51 Reservoir Water Project.

45.2 Alternative Water Supply Projects

The County's projected finished water demands are now markedly lower than first anticipated. The decrease in water demands is a result of successful implementation of the County's Water Conservation Plan and efficiency standards.

The proposed alternative water supply (AWS) projects are to meet MDWASD's increase water demands through-the planning period. AWS projects have been identified to meet water demands in the MDWASD service area and may be found in the MDWASD 10-Year Water Supply Facilities Work Plan (April 2022), Section 5, Sub-section 5.1 Alternative Water Supply Projects.

6.0 CLIMATE CHANGE AND SEA LEVEL RISE

Southeast Florida is one of the most vulnerable regions to the impacts of climate change and sea level rise as a result of our flat topography, porous limestone geology, and dense coastal development. Climate change and sea level rise are expected to present significant challenges relating to water resource planning, management and infrastructure for the counties located in south Florida, including Broward, Miami-Dade, Monroe, and Palm Beach Counties. These communities have agreed to partner in regionally-coordinated climate mitigation and adaptation strategies as part of the Southeast Florida Regional Climate Change Compact (Compact) and have adopted a Regional Climate Action Plan (RCAP) which highlights "Water Supply, Management, and Infrastructure" as a primary focal area. http://southeastfloridaclimatecompact.org

Investigations and evaluations conducted at the national, regional, and local levels have reinforced the need to plan for the predicted impacts of more frequent and severe drought, increases in tidal and storm-related flooding, and the loss of coastal wellfield capacity due to saltwater contamination. In the absence of proactive planning, these impacts will present liabilities for coastal and inland communities with implications for urban water supplies, water and wastewater infrastructure, and both regional and local drainage/flood control systems. Investments in water supply planning and infrastructure that account for these predicted trends will improve the resilience of our communities, provide public health benefits, and reduce the potential for economic losses.

Miami-Dade County, Broward, Monroe, Palm Beach Counties, local governments and water utilities in the southeast Florida region have formalized the integration of water supply and climate change considerations as part of coordinated planning efforts, including updates to local government and water utility 10-year Water Supply Facility Work Plan and enhancements to local government's Comprehensive Plans. Key considerations for communities within the four County Compact planning area areas include: 1) sea level rise, 2) saltwater intrusion, 3) extreme weather, and 4) infrastructure investments to support diversification and sustainability of water supply sources, and adaptive storm water and wastewater systems.

Below are synopses of these considerations as enumerated more fully in the MDWASD 10-Year Water Supply Facilities Work Plan (April, 2022), Section 6 Climate Change and Sea Level Rise Plan.

6.1 Sea Level Rise

Sea level rise has significant implications for water management and water supply planning in southeast Florida, the rate of which is accelerating.

Sea level rise produces varied challenges with respect to water resources sustainability, water management, and water/wastewater facilities and infrastructure. Impacts include saltwater contamination of coastal wellfields, infiltration of groundwater with chloride levels into wastewater collection systems, impairing normal operations and maintenance as well as opportunities for beneficial use of reclaimed water as an alternative water supply. Water management systems are also at risk with systems constrained by rising groundwater and tail water elevations which reduce soil storage and discharge capacity, with increased potential for both inland and coastal flooding and less opportunity for long-term storage of storm water for beneficial reuse.

These realities necessitate consideration of plans and investments that may be

needed to compensate for loss of existing water supplies through relocation of wellfields and the development of alternative water supplies while also seeking opportunities to expand regional water storage opportunities. These investments and considerations are in addition to concurrency planning for population growth and water demands that are typical requirements for water supply planning requirements.

For all planning purposes Miami-Dade County (including North Bay Village) relies upon the Unified Sea Level Rise Projection for Southeast Florida developed by the South Florida Regional Climate Change Compact (Figure 6-1). The projection was updated in 2019 by a panel of scientists to reflect the best available data. The latest science indicates that mean sea levels could be between 10 to 17 inches higher than 2000 levels by 2030. By 2070, average levels are expected to be 21 to 40 inches higher.

Greater Miami & the Beaches (GM&B) was created to respond to the global trends major cities face including urbanization, globalization and climate change. GM&B was selected to join the 100 Resilient Cities Program pioneered by the Rockefeller Foundation in 2016. In 2019, GM&B released the Resilient305 Strategy that addresses prioritized resilience challenges, which was developed through extensive intergovernmental and community collaboration (https://resilient305.com/). The resilience strategy is designed to address GM&B's key shocks and stresses, such as hurricanes and infrastructure failure. The strategy includes actions related to water management including water quality, flooding mitigation, and infrastructure hardening.

As a 100 Resilient Cities partner MDC was eligible and selected as one of five global communities to pilot the City Water Resilience Approach to diagnose the strengths and weaknesses of the water system using quantitative and qualitative indicators and to develop an action plan that builds water resilience. WASD led this process that bridged water, wastewater, and stormwater management, both upstream and downstream of our county, and which directly advances water-related actions in the Resilient305 Strategy, particularly Action 54: Employ a One Water Approach. Some key messages we heard from our stakeholders include the importance of better coordination between water stakeholders, the need for catchment-level partnerships and water management projects and practices, and a strong call for sharing water quality and related data to ensure evidence-based decision-making, and the need for proper valuing of ecosystem services.
https://wwwresilienceshift.org/publication/greater-miami-water-resilience-profile-cwra/

6.2 Saltwater Intrusion

The primary concern to MDWASD water supply is saltwater intrusion into the freshwater Biscayne aquifer, the primary source of drinking water in Miami-Dade County. Results of evaluation and data analysis completed to date indicate that within the next thirty years MDWASD will be able to operate its wellfields and water treatment facilities as designed, as groundwater modeling indicates even with a high level of projected sea level rise the county's wellfields will not be impacted by saltwater intrusion.

Along the coast of southeast Florida, and several miles inland, groundwater supplies and potable wells are vulnerable to saltwater contamination. The Biscayne Aquifer which serves as the region's primary water supply is a shallow, surficial aquifer characterized by limestone karst geology which is highly porous, and transmissive. As a result, coastal saltwater intrusion of the aquifer has begun to restrict coastal water supplies and necessitates the development of western wellfields, changes in wellfield in water management operations, and reclaimed water projects to enhance aquifer recharge.

Saltwater intrusion in Miami-Dade County is monitored through a joint effort of the Miami-Dade WASD, Miami-Dade Department of Regulatory and Economic Resources (RER), and the U.S. Geological Survey (USGS) through Joint Funding Agreements and as part of the WUP #13-00017-W requirements.

6.3 Extreme Weather Events

As extreme events increase in frequency and severity, the Village and MDWASD will consider impacts and risks associated with drought, water shortages and reduced groundwater tables, all of which can hasten saltwater intrusion and exacerbate water supply impacts. Conversely, more intense and rapid rainfall will cause flooding, increased runoff, as well as impacts to the natural systems and provide less recharge potential.

Extreme rainfall events can increase damage to low-lying utility infrastructure and prolong surface water flooding. The increases in groundwater and sea level will challenge the function of drainage systems and can contribute to excessive flooding for even mild storm events. Predicting for the combined influences of storm events, high tides and sea level rise on drainage system functions and other public infrastructure is a critical planning need as is the assessment of viable water supplies and impacts to the natural systems from prolong droughts.

WASD entered into a JFA in 2014 (JFA 14GGESMC0000110) with the USGS to continue the modeling effort, and will develop additional future scenarios with County Departments, local governments, a n d regional agencies for further climate change and sea level rise assessment.

6.4 Infrastructure Development

With increasing climate change there is a need to diversify water supply sources, treatment technologies and to provide adaptive storm water and wastewater infrastructure design criteria to ensure long-term sustainability of key facilities. Strategic infrastructure planning should incorporate these constraints and work within with the Goals, Policies and Objectives of the Village's comprehensive planning processes and water supply facility work plans to provide for long-term sustainable and balanced approach for future development. Additionally, WASD requires that capital improvement projects include an assessment of climate change and sea level rise.

Options that provide for a diversification of water projects and protection of resources will be fundamental to this effort and may include: regional water storage such as the C-51 Reservoir; aquifer storage and recovery (ASR); the development and use of highly treated wastewater (reverse osmosis) for recharge hydrodynamic barriers; the relocation and/or regionalization of wellfields and treatment facilities away from low-lying areas; and enhancing operational flexibility.

Finally, the support of regional water conservation efforts is a proven strategy for extending the timeline to develop these expensive alternative water supply technologies and should be a prominent objective and dedicated effort to support water resource protections under the threat of sea level rise and climate change.

~~5~~7.0 COMPREHENSIVE PLAN: GOALS, OBJECTIVES AND POLICIES

This section reflects the necessary ~~changes~~ amendments to the Comprehensive Plan based on the 10-Year Water Supply Facilities Work Plan Update 2022. They are presented herein by Element, in ~~strikethrough~~ and underline format. ~~The majority of the Goals, Objectives and Policies from the original Water Supply Work Plan remain unchanged.~~

Sanitary Sewer, Solid Waste, Drainage & Aquifer Recharge Element

Policy 7.4.1: In conjunction with Miami-Dade County Water and Sewer Department, provide for an adequate water supply to meet a level of service of ~~148.11~~ 145.41 gallons per capita per day.

Policy 7.5.4: Within eighteen months of approval of the South Florida Water Management District's most current Regional Lower East Coast Water Supply Plan Update adopted November 8,

2018, the Village shall revise the potable water sub-element to include a Water Supply Facilities Work Plan for at least a 10-year planning period addressing water supply facilities necessary to serve existing and new development for which the Village is responsible. (Same as Policy 11.3.16 from Intergovernmental Element)

Policy 7.5.5 The North Bay Village 10-Year Water Supply Facilities Work Plan Update 2022, adopted XXXX XX, 2023, is hereby adopted by reference into the North Bay Village Comprehensive Plan., along with the Miami-Dade Water and Sewer Department 20-Year Water Supply Facilities Work Plan (2014 – 2033), adopted February 4, 2015, inclusive of all potable water projects. The Work Plan will be updated as needed, at a minimum of every five years, or concurrent with any updates to the Miami-Dade Water and Sewer Department 20-Year Water Supply Facilities Work Plan (2014 – 2033). The Village adopts by reference the Miami-Dade County Comprehensive Development Master Plan Amendments adopted January 19, 2023, the Miami-Dade Water and Sewer Department 10-year Water Supply Facilities Work Plan (April 2022), the *2018 Lower East Coast Water Supply Plan Update* (LEC) approved by the South Florida Water Management District (SFWMD) on November 8, 2018 and additional information found within Water Use Permit 13-00017-W are herein incorporated by reference. The Water Use Permit which was modified and approved by the SFWMD on March 8, 2022, will now expire on December 27, 2065.

Policy 7.5.13 The Village shall take all necessary steps to ensure that all future development shall comply with the landscape standards in Sections 18-A and 18-B of Miami-Dade County code and Chapter 40E-21, FAC, Water Shortage Plan.

Coastal Management Element

Policy 8.3.8: The Village will ensure that any new regulation to protect water resources is consistent with the most current Miami-Dade County's 210- Year Work Plan and South Florida Water Management District's (SFWMD) environmental resource permitting and consumptive permitting use permitting rules.

Conservation Element

Policy 9.2.7: The Village will ensure that any stormwater management, aquifer recharge, and water reuse policies and projects are consistent with the Village's 10-Year Water Supply Work Plan Update, the ~~2014~~ 2022 Miami-Dade County ~~2~~10-year Work Plan, and the South Florida Water Management District's ~~2013~~ 2018 Regional Supply Plan Update.

Policy 9.2.8: The Village will ensure that any new regulation to protect water resources is consistent with the most current Miami-Dade County's ~~2~~10- Year Work Plan and South Florida Water Management District's (SFWMD) environmental resource permitting and consumptive permitting use permitting rules.

Intergovernmental Coordination Element

Policy 11.3.16: Within eighteen months of approval of the South Florida Water Management District's most current Regional Lower East Coast Water Supply Plan Update adopted November 8, 2018, the Village shall revise the potable water sub-element to include a Water Supply Facilities Work Plan for at least a 10-year planning period addressing water supply facilities necessary to serve existing and new development for which the Village is responsible. (Same as Policy 7.5.4. from Sanitary Sewer, Solid Waste, Drainage & Aquifer Recharge Element)

Policy 11.3.19: The Village will coordinate with the South Florida Water Management District concerning its jurisdictional authority as necessary and support its efforts concerning the *2018 Lower East Coast Water Supply Plan Update*, ACCELER8 Everglades and CERP and the Biscayne Bay Coastal Wetlands Project to protect an Outstanding Florida Water – Biscayne Bay. The Village hereby adopts by reference the Miami-Dade County Comprehensive Development Master Plan Amendments adopted January 19, 2023, the Miami-Dade Water and Sewer Department 10-year Water Supply Facilities Work Plan (April 2022), the *2018 Lower East Coast Water Supply Plan Update* (LEC) approved by the South Florida Water Management District (SFWMD) on November 8, 2018 and additional information found within Water Use

Permit 13-00017-W are herein incorporated by reference. The Water Use Permit which was modified and approved by the SFWMD on March 8, 2022, will now expire on December 27, 2065.

Capital Improvements Element

Policy 12.1.5**:** 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:

Kennedy Causeway	D
Local Roads	C
Wastewater	~~110~~ 122 gpd per capita
Potable Water	~~148.11~~ 145.41 gpd per capita

* * *

Policy 12.2.6: North Bay Village recognizes that the Miami-Dade County Water and Sewer Department provides their potable water and although no capital improvement projects are necessary within the Village, or for which the Village will be financially responsible in connection with supply of potable water to the Village and its businesses and residents, the Village will support and coordinate with the Miami-Dade County Water and Sewer Department, as necessary, to assist in the implementation of their Capital Improvements projects ~~through the year 2033~~.

FIGURES/MAPS

Location within County
E TREASURE DR
GALLEON ST
JEWEL AVE
MUTINY AVE
HISPANOLA AVE
HISPANOLA AVE
CUTLASS AVE
S TREASURE DR
PIRATES ALLEY
N TREASURE DR
BUCCANEER AVE
BOUNTY AVE
ADVENTURE AVE
ADVENTURE AVE
W TREASURE DR
79 ST - JFK CAUSEWAY
EAST DR
BEACH VIEW DR
COQUINA DR
79TH PKWY
CENTER BAY DR
BAY TER
MIAMI VIEW DR
WEST DR
Legend
North Bay Village Limits
1 inch = 600 feet
Figure 1
North Bay Village - Location Map
Calvin, Giordano & Associates, Inc.
Document Path: J:\Atlas\fl_NorthBayVillage\Projects\2023\Location Map.mxd

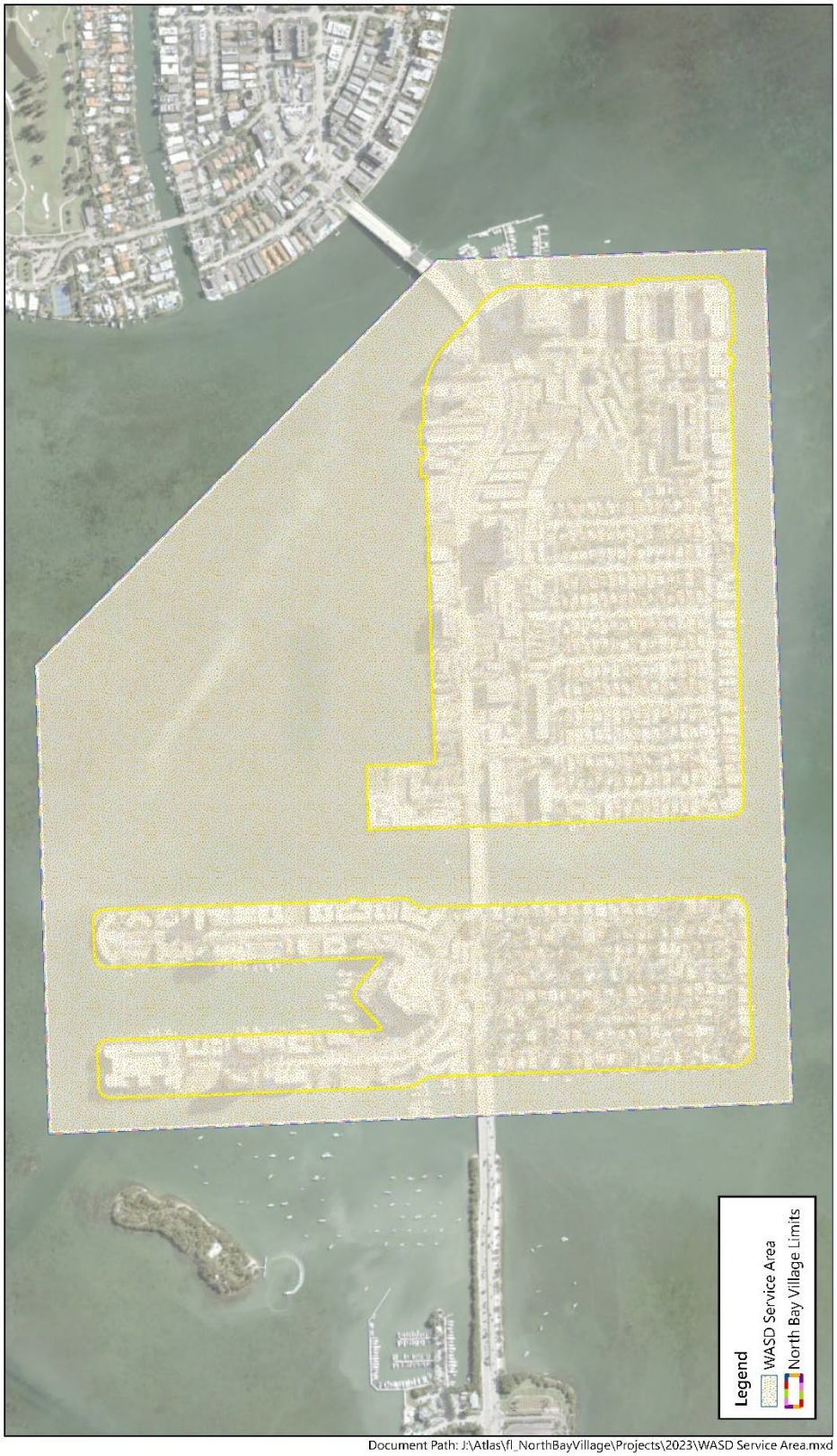

Figure 2
North Bay Village - Wholesale Customer WASD Service Area

Figure 3
North Bay Village - Wellfield Protection Area Map

APPENDIX A: MDWASD 10-Year Water Supply Facilities Work Plan (April 2022)

ORDINANCE NO. 2024- _____

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

WHEREAS, Section 163.3167(9), Florida Statutes requires all local governments to address in its comprehensive plan, the water supply sources necessary to achieve the existing and projected water use demand for an established planning period; and

WHEREAS, Section 163.3177(4)(a), Florida Statutes requires coordination of the local comprehensive plan with the applicable water management district's regional water supply plan; and

WHEREAS, North Bay Village (the "Village") recognizes the need for integration between land use planning and water supply planning; and

WHEREAS, Section 163.3177(6)(c), Florida Statutes requires that local governments prepare and adopt a water supply facilities work plan covering at least a ten (10) year planning period and amend their comprehensive plan within eighteen (18) months after the applicable regional water management district approves a regional water supply plan or its update; and

WHEREAS, South Florida Water Management District updated and approved its regional water supply plan entitled the Lower East Coast Water Supply Plan ("LEC") on November 8, 2018; and

WHEREAS, since November 8, 2018, the Village has reviewed and proposes to now adopt amendments to its Water Supply Facilities Work Plan and related amendments in its Comprehensive Plan in order to comply with Florida law; and

WHEREAS, on _____, 202_, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, reviewed this Ordinance and recommended _____; and

WHEREAS, the modifications provided herein are consistent with 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_____, 2024; and

WHEREAS, the Village Commission finds that this proposed Ordinance serves to further enhance the protection of the community's public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:[1]

Section 1. **Recitals.** That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. **Water Supply Facility Plan Amendments Adopted.** The Village Commission hereby adopts the 10-Year Water Supply Facilities Work Plan (2022) Update, attached as Exhibit "A."

Section 3. **Transmittal.** The Village Planner is authorized to transmit the Water Supply Facilities Work Plan Update adopted by this Ordinance to the Florida Commerce Department (formerly "DEO") and all other units of local government or governmental agencies required by Florida Statutes, Section 163.3184.

Section 4. **Conflicts.** All ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

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. **Effective Date.** That this Ordinance shall be effective immediately upon passage by the Village Commission on second reading, except that the effective date of the comprehensive plan amendments approved by this Ordinance shall be the date a final order is issued by the Florida DEO or Administrative Council finding the plan amendments in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. The Florida Commerce notice of intent to find the plan amendments in compliance shall be deemed to be the final order if no timely petition challenging the plan amendment is filed.

PASSED on first reading on the ____ of _____, 2023.

PASSED AND ADOPTED on second reading on the ____ day of_____, 2024.

_____
Brent Latham, Mayor

[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.

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 Daro	_____
Commissioner Rachel Streitfeld	_____

EXHIBIT A

10-Year Water Supply Facilities Work Plan Update 2022 and Water Supply Related Comprehensive Plan Amendments

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 - DEC. 6, 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

11/22/2023

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
22 day of NOVEMBER, 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 DECEMBER 6, 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:

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

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

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A SITE PLAN FOR DEVELOPMENT OF A COMMUNITY CENTER AND RECREATION FACILITIES AT 1851 GALLEON STREET; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

NorthBay
12/6/2023

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: 819 0421 6540
PASSCODE: 657721
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 AND 1-929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT:
(786) 309-4991

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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
11/22

23-60/0000695942M

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ITEM NO. 13.A

North Bay Village
Recommendation Memorandum

DATE: January 16, 2024

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: An Ordinance Regulating Electronic Campaign Finance Reports - Village Attorney Haydee Sera

---

RECOMMENDATION

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CREATING SECTION 34.9, "CAMPAIGN FINANCE REPORTS," OF THE VILLAGE CODE OF ORDINANCES TO PROVIDE REGULATIONS FOR ELECTRONIC CAMPAIGN FINANCE REPORTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

See attached memorandum and proposed ordinance on second reading.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

$1,500 software Annual Fee

PERSONNEL IMPACT

None

ATTACHMENTS

Ordinance Section 34.9 E-Campaign Reporting.DOC
Memo - Ordinance Creating Section 34.9, Campaign Finance Reports.pdf
Notice of PH -1.3.24.pdf

ORDINANCE NO. 2024- _____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CREATING SECTION 34.9, "CAMPAIGN FINANCE REPORTS," OF THE VILLAGE CODE OF ORDINANCES TO PROVIDE REGULATIONS FOR ELECTRONIC CAMPAIGN FINANCE REPORTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Commission of North Bay Village (the "Village") finds it necessary to periodically amend its Code of Ordinances ("Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, Section 106.0705, Florida Statutes, requires all candidates for state offices to file their campaign treasurer reports electronically with the Department of State; and

WHEREAS, Section 12-17 of the Miami-Dade County Code requires certain candidates for County office to file their campaign treasurer reports electronically with the County's Department of Elections; and

WHEREAS, the Village Commission desires to require electronic campaign finance reporting regulations similar to those adopted by the State and County; and

WHEREAS, the Mayor and Commission find that this Ordinance is in the best interest of the public health, safety, and welfare of the Village's residents and visitors.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:[1]

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Creating Section 34.9 of the Code. That Section 34.9 of the Code of Ordinances of North Bay Village, Florida, is hereby created as follows:

CHAPTER 34 ELECTIONS

[…]

§ 34.9 – Campaign Finance Reports.

(A) Electronic Reporting. Candidates for Village Commission shall file their Campaign Treasurer's Reports electronically with the Office of the Village Clerk.

[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.

The Village Clerk shall determine the required format for the Campaign Treasurer's Reports. For purposes of this section, “Campaign Treasurer's Reports” shall mean the reports required of the campaign treasurers of candidates pursuant to Section 106.07, Florida Statutes, as amended.

(B) Electronic Posting. Campaign Treasurer's Reports shall be posted on the Village's website by the Village Clerk within three (3) business days from the report due date.

(C) Penalties. In addition to any other penalties which may be applicable, any individual who violates this section shall be subject to a fine up to fifty dollars ($50.00) per day for the first three (3) days late and, thereafter, five hundred dollars ($500.00) per day for each day late, not to exceed twenty-five (25) percent of the total receipts or expenditures, whichever is greater, for the period covered by the late report. If it is determined by a court which has jurisdiction over an alleged violation of the ordinance from which this section derives that unusual circumstances caused the Campaign Treasurer's Report to be filed late, no fine shall be imposed by the court. As used herein, "unusual circumstances" shall mean uncommon, rare or sudden events over which the actor has no control and which directly result in the failure to act according to the filing requirements. Unusual circumstances must occur within a time period that would clearly prevent the person legally responsible for filing the report from doing so in a timely manner.

[…]

Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Codification. That it is the intention of the Village Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village’s Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 5. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 6. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the _____ day of _____, 2023.

PASSED AND ADOPTED on second reading on the _____ day of_____ _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

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	_____

WEISS SEROTA
HELFMAN COLE + BIERMAN

MEMORANDUM

To: Honorable Mayor and Village Commission

From: Haydee Sera, Village Attorney

Date: January 16, 2024

RE: Ordinance Creating Section 34.9, "Campaign Finance Reports," of the Village Code of Ordinances to Provide Regulations for Electronic Campaign Finance Reports

Recommendation:

It is recommended that the Village Commission pass the attached Ordinance on second reading to establish regulations for candidates to submit campaign finance reports electronically.

Background:

Since July 2022, the Village has utilized campaign finance software, Easy Vote. EasyVote is a campaign finance software, designed to streamline the processes associated with filing and managing essential forms for candidate campaign finance reporting. The software also features a public portal that allows easy access to campaign finance reporting. The interface ensures that the public can readily retrieve and review relevant information on campaign finances, promoting transparency and public awareness. The Village has not implemented the e-filing components of the software pending the establishment of regulations related to e-filing campaign reports.

The proposed Ordinance aims to establish criteria for candidates to submit their campaign finance reports electronically to the Village Clerk's Office. This aligns with county and state laws, as set forth in Section 12-17, et seq. of the Miami-Dade County Code of Ordinances and Section 106.0705, Florida Statutes, respectively.

The proposed Ordinance requires candidates to submit their Campaign Treasurer's Reports electronically to the Office of the Village Clerk. The Village Clerk will specify the mandated format for these reports and will furnish copies upon request. Additionally, the Ordinance outlines posting requirements, assigning the responsibility to the Village Clerk to post Campaign Treasurer's Reports submitted by candidates on the Village's website within three (3) business days from the report's due date.

Moreover, the Ordinance sets forth penalties, consistent with Florida Statutes Section 106.07, for candidates found in violation. A fine of up to fifty dollars ($50.00) per day will be

imposed for the initial three (3) days of lateness. Subsequently, a fine of five hundred dollars ($500.00) per day will be levied for each additional day late, not exceeding twenty-five (25) percent of the total receipts or expenditures for the relevant reporting period.

We believe that adoption of this Ordinance will enhance transparency and efficiency in the electoral process.

If the Ordinance is adopted, the Village Clerk's office will implement the e-filing portion of the campaign finance software.

This Ordinance was considered and approved on first reading on December 12, 2023.

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
31421	505218	Miami Herald Notice of Public Meeting- January 16, 2024	Notice of Public Meeting-	$3,154.03	3	10.18 in

Attention: Alba Chang
CITY OF NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY #300
North Bay Village, FL 33141

villageclerk@nbvillage.com

Copy of ad content
is on the next page

PUBLISHED DAILY
MIAMI-DADE-FLORIDA

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared: Stefani Beard, who on oath says that he/she is CUSTODIAN OF RECORDS of The Miami Herald, a daily newspaper published at Miami in Miami-Dade County, Florida; that the attached copy of the advertisement that was published was published in said newspaper in the issue(s) of:
Publication: Miami Herald
1 insertion(s) published on:
01/03/24

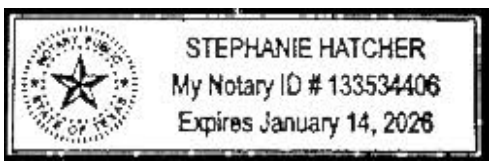
Affiant further says that the said Miami Herald is a newspaper published at Miami, in the said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Dade County, Florida each day and has been entered a second class mail matter at the post office in Miami, in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper(s).

Stefani Beard

Sworn to and subscribed before me this 4th day of January in the year of 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

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 JANUARY 16, 2024 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CREATING SECTION 34.8, "CAMPAIGN FINANCE REPORTS," OF THE VILLAGE CODE OF ORDINANCES TO PROVIDE REGULATIONS FOR ELECTRONIC CAMPAIGN FINANCE REPORTS; PROVIDING FOR 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

TO PARTICIPATE IN THE MEETING VIA ZOOM FOR THIS MEETING: **MEETING ID: 883 8536 2667** **PASSCODE: 884568**
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**

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ALBA L. CHANG, CMC,
VILLAGE CLERK

ITEM NO. 14.A

North Bay Village
Recommendation Memorandum

DATE: January 16, 2024

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

FROM: Silvia Vargas, Village Planner

SPONSORED BY:

SUBJECT: Discussion of Workforce Housing Program Options - Village Manager Ralph Rosado, PhD, AICP

RECOMMENDATION

Provide direction regarding the potential program priorities for the use of the new North Bay Village Workforce Housing Trust Fund.

BACKGROUND AND ANALYSIS

Please see the accompanying memo regarding the North Bay Village Workforce Housing Trust Fund supported by the Payment-in-Lieu-of portion of the Workforce Housing Program.

At a minimum, Staff is looking for direction on how to prioritize the use of funds to be generated by the Shoma project. Payment amounts and payment due dates are as follows:

Payment in lieu of WH (25%)	$246,750	2/28/2024
Payment in lieu of WH (25%)	$246,750	5/30/2024
Payment in lieu of WH (50%)	$493,500	8/31/2024

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

TBD

PERSONNEL IMPACT

TBD

ATTACHMENTS

Memo of Potential Workforce Housing Program .pdf

Calvin, Giordano & Associates, Inc.
A SAFEbuilt® COMPANY

Building Code Services
Civil Engineering / Roadway & Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering & Inspection (CEI)
Construction Services
Data Technologies & Development
Electrical Engineering
Engineering
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Indoor Air Quality (IAQ)
Landscape Architecture
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Project Management
Redevelopment & Urban Design
Surveying & Mapping
Transportation & Mobility
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL 33316
Tel: 954.921.7781
Fax: 954.921.8807

www.cgasolutions.com

Date: January 9, 2024

To: Ralph Rosado, PhD, AICP, Village Manager

Cc: Silvia Vargas, FAICP, LEEP AP, Village Planner

From: Vickki Placide-Pickard, CGA Planning and Grants Administrator

Subject: Workforce Housing Programs

In September 2023 the Village Commission identified four (4) Workforce Housing programs to utilize the Workforce Housing Trust Fund. The four programs include:
- Rental Assistance,
- Homeowner Assistance,
- Downpayment Assistance,
- Rehabilitation Assistance.

Priority was given to essential workers identified as follows:
- North Bay Village Police, Fire Department employee or general employees of North Bay Village.
- Miami-Dade County Public School employees working at a school in North Bay Village.
- Licensed health professionals working in North Bay Village.
- Residents employed by North Bay Village.

Essential workers and/or anyone applying for the program must meet the income and program requirements. The area median income (AMI) for Miami-Dade County is $74,700 (the number is updated annually). The table below provides the income for 100% AMI per family/household size.

Family Size	100% AMI
1	$68,300
2	$78,000
3	$87,800
4	$97,500
5	$105,300
6	$113,100
7	$120,900
8	$128,700

Source: Miami-Dade County Public Housing & Community Development

Based on the order of the priority list, the Downpayment Assistance and Rental Assistance programs would focus on assisting essential workers currently not living in the Village but seeking to become residents of the Village. All four programs may be used to support current Village residents.

Below are examples of assistance the Village could provide under each of the potential Workforce Housing programs, and potential requirements for eligible applicants. A summary matrix is included for ease of comparison.

Programs for potential Village residents

Downpayment Assistance

- Provide up to $30,000 downpayment and closing cost assistance.
- Must be primary residence and have not owned a home in less than three (3) years.
- Deferred Loan, with no interest. Converts to a grant when the loan requirements are met (e.g. property remains primary residence for 10 years)

Rental Assistance

- Provide deposit, 1st month and last month assistance for new leases.
- Provide up to $6,000.

Programs for current Village residents

The following programs are for residents of the Village. An applicant must be a Village resident for at least 1 year to apply for assistance.

Rental Assistance

With the increase of rent in South Florida over the last few years, rental assistance can be provided for residents that have experienced one or more of the following:

- Experienced an increase in their lease of more than 10%.
- Loss of job.
- Family emergency or increase in medical bills.

Assistance:

- Provide up to $500 a month.
- Provide up to 12 months' assistance.

Homeowner Assistance

Special Assessments

- Provide assistance to existing owner-occupied homeowners with special assessments.
- Assist up to 50% of assessment fees not to exceed $10,000.

Homeowner Association Maintenance Fee

- Owner-occupied homeowners who have experienced an increase in their maintenance fees of more than 10%.
- Loss of job.
- Family emergency or increase in medical bills.
- Provide up to 50% not to exceed $500 a month.
- Provide up to 12 months' assistance.

Rehabilitation Assistance

The program could provide assistance to two types of owners: homeowners that occupy units in NBV, and apartment building owners that use the funds to update their buildings while committing to not raise rental rates.

- Provide up to $30,000 rehabilitation assistance/unit.
- Assistance includes:
    - Windows and Door replacement
    - AC unit replacement
    - Plumbing
    - Electrical
- Deferred Loan, with no interest. Converts to a grant when the loan requirements are met (e.g. property remains primary residence for 10 years).

Downpayment Assistance

- Provide up to $30,000 downpayment and closing cost assistance.
- Must be primary residence and have not owned a home within three (3) years.
- Deferred Loan, with no interest. Converts to a grant when the loan requirements are met (e.g. property remains primary residence for 10 years)

Program	Focus		Potential Assistance Provided	Examples of Potential Requirements		
	Potential Residents	Current Residents		Proof of residence for at least 1 year	Primary Residence	Other
Rental Assistance	X		- First and last month for new leases - Up to $6,000			TBD
		X	- Up to $500 a month - Up to 12 months	X		- Resident has experienced one or more of the following: ○ Lease increase of more than 10% ○ Loss of job ○ Family emergency or increased medical bills
Downpayment Assistance	X		- Up to $30,000 downpayment and closing costs - Deferred Loan, with no interest. Converts to a grant when the loan requirements are met (e.g., property remains primary residence for ten (10) years)		X	- A potential resident has not owned a home in the past three (3) years.
		X	- Up to $30,000 downpayment and closing costs. - Deferred Loan, with no interest.	X	X	- Resident has not owned a home in the past three (3) years. - Loan converts to grant when loan requirements are met (e.g., property remains primary residence for ten (10) years)
Homeowner Assistance		X	**Special Assessments:** - Up to 50% of assessment fees. - Not to exceed $10,000 **Homeowner Association Maintenance Fees** - Up to 50%, not to exceed $500 a month - Up to 12 months	X	X	- Proof of owner occupancy - **For HOA Fees:** Resident has experienced one or more of the following: ○ Maintenance fees increase of more than 10% ○ Loss of job ○ Family emergency or increased *m*edical bills
Rehabilitation Assistance		X (single-family homeowners, condo unit owners and apartment building owners)	- Up to $30,000 for rehabilitation: ○ Windows and door replacement ○ AC unit replacement ○ Plumbing ○ Electrical - Deferred Loan, with no interest.	X *	X *	- * **For homeowners**: proof of owner occupancy - Loan converts to grant when loan requirements are met (e.g., primary residence for 10 years) - **For apartment building owne**rs: commitment not to raise rental rates.

ITEM NO. 14.B

North Bay Village
Recommendation Memorandum

DATE: January 16, 2024

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY:

SUBJECT: A Resolution Authorizing Payment of Legal Bills in Ethics Defense

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RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE PAYMENT FOR LEGAL SERVICES RELATING TO THE LEGAL DEFENSE OF MAYOR BRENT LATHAM BEFORE THE MIAMI-DADE COUNTY COMMISSION ON ETHICS AND PUBLIC TRUST; AUTHORIZING ADDITIONAL PAYMENTS IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

See attached memorandum and attachments.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Transfer from Appropriation of Fund Balance (001.00.389.3891) $25,000 and Transfer to Other Legal (001.11.511.3102) $25,000.

PERSONNEL IMPACT

NONE

ATTACHMENTS

Memo re Reimbursement of Ethics Legal Defense Fees 011224.pdf
Attachment 1 - C 22-60-10 Notification of Complaint Filed.pdf
Attachment 2 - C 22-60-10 Probable Cause Memorandum.pdf
Attachment 3 - C 22-60-10 Signed Public Report and Final Order.pdf
Attachment 4 - C 22-60-10 Mayor's Petition for Sanctions.pdf

Attachment 5 - C 22-60-10 Powell's Motion to Dismiss Mayor's Petition for Sanctions and Attorneys Fees.pdf
Reso- Payt. of Mayor's Legal Fees in Ethics Defense.DOCX
Resolution Exhibit A - Budget Amendment - Mayor's Legal Fees.pdf

WEISS SEROTA
HELFMAN COLE + BIERMAN

MEMORANDUM

To: Mayor and Commission

From: Haydee Sera, Esq., Village Attorney

Date: January 16, 2024

RE: Payment/Reimbursement of Legal Fees for Mayor Brent Latham in Dismissed Ethics Complaint

Mayor Brent Latham has requested that the Village pay/reimburse the cost of attorney's fees incurred by him in an ethics proceeding filed by former Village Attorney Norman Powell against the Mayor (Case No.: C-22-60-10, otherwise referred to herein as the "Garbage Complaint" or the "Case").[1] On February 2, 2023, the Miami-Dade Commission on Ethics and Public Trust (the "Ethics Commission") found that no probable cause existed to conclude that Mayor Latham violated Section 2-11.1(g) of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, entitled *"Exploitation of Official Position Prohibited"* and dismissed the Garbage Complaint against the Mayor.[2]

Subsequent to the dismissal, on February 23, 2023, the Mayor filed a "Petition for Sanctions and Attorneys Fees," requesting that the Ethics Commission sanction former Village Attorney Norman Powell for filing the Garbage Complaint, which the Mayor asserts was frivolous; award the Mayor attorney fees and costs; and grant any other relief the Ethics Commission deems proper (collectively, the "Sanctions Petition").[3] On July 19, 2023, Mr. Powell, through his own counsel, filed a "Motion to Dismiss [Mayor Latham's] Peition [sic] for Sanctions."[4]

To date, the Ethics Commission has not considered or ruled on the Sanctions Petition. The Mayor's Counsel has advised that the Director of the Ethics Commission recommended that the Mayor and Mr. Powell attempt mediation to resolve the Sanctions Petition. The Mayor's counsel has advised that attempts to schedule a mediation on the Sanctions Petition have been unsuccessful, but are continuing.

Section 3.02(M) of the Village Charter provides for reimbursement of Commissioner's legal fees in civil actions where personal liability is sought to be imposed upon a Commissioner. However, this Charter provision is not applicable to this request for reimbursement as an ethics proceeding is not

[1] A copy of Ethics Complaint No. C-22-60-10 filed by Mr. Powell is attached as Attachment 1.
[2] Copies of the Ethic Commission's Probable Cause Memorandum and Public Report and Final Order are attached as Attachments 2 and 3, respectively.
[3] A copy of the Mayor's Petition for Sanctions and Attorneys Fees is attached as Attachment 4.
[4] A copy of Mr. Powell's Motion to Dismiss [Mayor Latham's] Peition [sic] for Sanctions is attached as Attachment 5.

a civil action.[5] Rather, under the common law elected officials are entitled to legal defense fees under certain circumstances. Florida courts have consistently found that public officials have a common law right to be reimbursed for fees they incur in defending themselves against litigation, including ethics and criminal charges, which arises out of the officials' conduct while performing his or her official duties while serving a public purpose. (*See*, *e.g.*, *Thornber v. City of Ft. Walton Beach*, 568 So. 2d 914, 917 (Fla. 1990); *Chavez v. City of Tampa*, 560 So. 2d 1214 (Fla. 2nd DCA 1990); *Leon Cty. v. Dobson*, 957 So. 2d 12, 14 (Fla. 1st DCA 2007); *Maloy v. Bd. of County Comm'rs of Leon Cty.*, 946 So. 2d 1260, 1265 (Fla. 1st DCA 2007)).

In order to authorize the payment of the Mayor's legal defense fees where the Case was dismissed, the Village Commission must determine that the Mayor's alleged misconduct arose from the performance of his official duties and while he was serving a public purpose. If the Commission finds that the ethics proceeding arose out of or in connection with the performance of the Mayor's official duties and serves a public purpose, then the Mayor is entitled to legal representation at public expense.

In considering the Mayor's Request, the Village Commission should be aware of the Ethics Commission's various findings, which include, but are not limited to, there being "no evidence" of the Mayor using his position for personal gain or obtaining a privilege or exemption that was not available to others (*see* page 12 of 13 of the Ethics Commission's No Probable Cause Memorandum). In fact, the Ethics Commission expressed that the Mayor's actions were "more aligned with his role as a Village mayor, as he appears to be providing customer service to Village residents." (*see* page 12 of 13 of the Ethics Commission's No Probable Cause Memorandum).

The policy behind payment of an elected official's legal defense fees is that it is fundamentally unfair for a public official to personally sustain the costs of defense when he or she is acting in their official capacity and pursuing the public duties to which he or she was elected. As the First District Court of Appeal stated in *Ellison v. Reid*, 397 So. 2d 352 (Fla. 1st DCA 1981): "There is no doubt a valuable public purpose is served in protecting the effective operation and maintenance of the administration of a public office. If a public officer is charged with misconduct while performing his official duties and while serving a public purpose, the public has a primary interest in such a controversy and should pay the reasonable and necessary legal fees incurred by the public officer in successfully defending against unfounded allegations of official misconduct." As a result, if the Village Commission finds that this is one of those situations, then it is appropriate to grant the Mayor's request.

Accordingly, if the Commission makes these two determinations, then it may authorize the payment of $10,735 to the Orolofsky Law Firm, P.L. and $12,000 to Alhadeff & Rousso Law, P.A. for the Mayor's defense. In addition, the Commission may authorize the Manager to approve (without further Commission approval or action) additional, future payments for the Mayor's legal defense in an amount not to exceed budgeted funds. The Mayor has requested that the Commission adopt a budget amendment to increase the budget for legal defense fees from $25,000 to $50,000. A corresponding budget amendment is presented for the Commission's consideration. In the event that the Ethics

[5] *See*, *e.g.*, the Second District Court of Appeal's opinion in *Chavez v. City of Tampa*, 560 So. 2d 1214, finding that a proceeding before the Florida Commission on Ethics was not a "civil action" for purposes of application of section 111.07, Florida Statutes in a claim for entitlement to reimbursement of fees, but finding that the common law theory for reimbursement of fees could provide an avenue for compensation where two conditions are met. ("The conditions that must be satisfied for a public official to be compensated for legal defense expenditures are that the lawsuit arise from (1) the performance of the officer's *official duties* and (2) while serving a *public purpose* ." *Chavez v. City of Tampa*, 560 So. 2d 1214 (Fla. 2nd DCA 1990) (citing *Lomelo v. City of Sunrise*, 423 So. 2d 974, 976 (Fla. 4th DCA 1982)).

Commission orders Mr. Powell to pay the Mayor's legal fees, the Mayor shall remit the fees he is awarded and collects from Mr. Powell to the Village to cover the costs expended by the Village.

MIAMI-DADE COMMISSION ON ETHICS AND PUBLIC TRUST

COMMISSIONERS

Dr. Judith Bernier, CHAIR
Wifredo "Willy" Gort, VICE CHAIR
Nelson C. Bellido Esq.
Judge Lawrence A. Schwartz
Keith W. Rizzardi Esq.

EXECUTIVE STAFF

Jose J. Arrojo
EXECUTIVE DIRECTOR

Martha Diaz Perez
GENERAL COUNSEL

Radia Turay
ADVOCATE

October 19, 2022

Email: blatham@nbvillage.com

Mayor Brent Latham
City of North Bay Village
725 Beach View Drive
North Bay Village, Florida 33262

RE: Complaint – C 22-60-10

Dear Mayor Latham:

This letter is to inform you that the above-referenced complaint was filed with the Commission on Ethics & Public Trust on October 13, 2022. Please find enclosed a copy of the complaint and an instruction sheet regarding our procedure.

The Ethics Commission will determine whether the complaint is legally sufficient to state a possible violation of an ordinance under its jurisdiction. If the complaint is found legally sufficient, the Commission will proceed to investigate the claim to determine whether probable cause exists that a violation has occurred. Until the complaint reaches the probable cause stage, all information regarding the complaint is confidential and exempt from disclosure under the Public Records Act and the Sunshine Law.

If you have any questions regarding the Ethics Commission, our procedure, or your rights at any stage during the proceedings, please feel free to contact Radia Turay, Esq., Advocate at (305) 579-2594.

Sincerely,

R. Rachelle Ross
Commission Clerk

880

MIAMI-DADE COMMISSION ON ETHICS & PUBLIC TRUST
COMPLAINT FORM

C22-60-10

received
10-13-2022
RR

COMPLAINANT (Person bringing complaint):

Name: Norman Christopher Powell
Address: 1666 79th St. CSWY, #420 City: North Bay Villge Zip Code 33141
Contact No.'s: *Specify Home, Work &/or Cell* 786-355-4500
E-mail: norman@normancpowell.com

RESPONDENT (Person against whom complaint is made):

Name: Brent Walter Latham
Address: 725 Beach View Drive City North Bay Village Zip Code 33141
Contact No(s): *Specify Work &/or Cell* 786-390-6367 (w) and 305-951-4287
Title/Office Held or Sought: Mayor, North Bay Village, Florida

ALLEGATION refers to: ____Person in County Gov't. X Person in municipal Gov't. (Specify city) North Bay Village
AND
_____Elections Ethical Campaign Ordinance **(Refer to Instructions)** ____ County's Citizens' Bill of Rights
____Employee Protection Ordinance (Whistleblower retaliation) **(Refer to Instructions)** ____ County/Municipal Ethics Code
X Other (Specify) Violation of Miami-Dade County - Section 2-11.1(g) - Exploitation of Official Position Prohibited

Note: The Ethics Commission does not have jurisdiction over Florida Statutes, State or Federal officials, Judges, or the Miami- Dade County School Board.

STATEMENT OF FACTS BASED ON PERSONAL KNOWLEDEGE: In a separate attachment, please describe in detail the facts and actions that form the basis of your complaint, including dates when the action(s) occurred. Also, attach any relevant documents as well as names and contact information of witnesses or other persons who may have knowledge about the actions. If known, **indicate the section of the ordinance you believe is being violated**. Please refer to the Instructions attached to this Complaint Form for further assistance.

OATH:

I, Norman Christopher Powell, do swear or affirm that the facts set forth in the foregoing complaint & attachments are true and correct to the best my knowledge.

Signature of Complainant /Affiant

STATE OF FLORIDA
COUNTY OF Miami-Dade County

Sworn to (or affirmed) and subscribed before me by means of [x] physical presence or [ ] online notarization this 13 day of October, 2022
By Norman Christopher Powell
Name of Complainant/Affiant
Personally known to me ___ or produced identification x (FL. D.L.)

Signature of Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary Public

CHRISTINE CORTES
Notary Public
State of Florida
Comm# HH217802
Expires 1/19/2026

ATTACHEMENT
Miami-Dade Commission on Ethics & Public Trust
Complaint – Brent Walter Latham

Violation of Miami-Dade County – Section 2-11.1(g) – Exploitation of Official Position Prohibited

Brent Walter Latham, Mayor of North Bay Village, ("Latham") knowingly violated Section 2-11.1(g) of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, entitled, *Exploitation of Official Position Prohibited*, to wit:

> *Exploitation of official position prohibited.* No person included in the terms defined in subsection (b)(1) through (6) and (b)(13) shall use or attempt to use his or her official position to secure special privileges or exemptions for himself or herself **or others** except as may be specifically permitted by other ordinances and resolutions previously ordained or adopted or hereafter to be ordained or adopted by the Board of County Commissioners (emphasis added).

On Saturday August 28, 2021, Latham posted pictures and wrote on his Facebook page, @mayorbrentlatham, that

> When a resident's contractor recently mistakenly threw away items that were not meant to be discarded, the neighbor contacted us to see if they could be retrieved. Our sanitation workers, led by Superintendent Meagan Cook, stopped and pulled over the truck, and dumped the garbage to search through it for the missing items. . .

Latham violated Section 2-11.1(g) because he used his official position to secure a special privilege for *others*, the unnamed resident and contractor. Also, the *unnamed* contractor is Mr. Latham's relative.

Mayor Brent Latham

Aug 28, 2021 ·

When a resident's contractor recently mistakenly threw away items that were not meant to be discarded, the neigh... See more

MIAMI-DADE COMMISSION ON ETHICS & PUBLIC TRUST
COMPLAINT FORM

INSTRUCTIONS & PROCEDURES

The Miami-Dade County Board of County Commissioners, through Ordinance 97-105, established the Miami-Dade County Commission on Ethics & Public Trust (COE). The COE encourages persons with personal knowledge of suspected violations of ordinances within its jurisdiction to bring forth evidence in a legally sufficient complaint.

Jurisdiction: The COE has jurisdiction to hear complaints related to the following County & comparable municipal ordinances:

- Miami-Dade County Code of Ethics & Conflict of Interest Ordinance- §§ 2-11.1, *et. seq.*
- Political Campaign Activities- § 2-11.1.1
- Ethical Campaign Practices Ordinance, to be timely heard by a hearing examiner before an election, subject to a filing fee- § 2-11.1.1(E)
- Miami-Dade County's Citizens' Bill of Rights
- Employee Protection Ordinance - § 2-56.28.17 (These complaints must be simultaneously filed with the Office of the Mayor)
- Any other County or municipal ordinance that authorizes the COE to exercise its jurisdiction.

Legal Sufficiency: To be legally sufficient, the Complaint must meet the following criteria:

1) The complaint must be against a natural person, not a business entity, non-governmental organization or public organization.
2) The complaint must allege a violation of an ordinance(s) within the jurisdiction of the COE;
3) The allegation(s) must be based substantially on personal knowledge;
4) The complaint must be signed under oath or affirmation by the complaining individual (complainant);
5) The facts alleged in the complaint are sufficient to allege a violation of an ordinance within the jurisdiction of the COE.

Requirements: Complaints must be notarized. COE will not accept anonymous complaints. Improperly completed Complaint Forms will be returned.

All complaints are considered **independent** of one another. Therefore, if you are filing a complaint against multiple Respondents, please use a **separate** Complaint Form for **each** Respondent and provide a **separate** Statement of Facts for each person.

Submittal and Fees: The Complaint Form notarized and substantiated with relevant documents, if available, may be sent via U.S. mail or personal delivery to the Miami-Dade County Commission on Ethics, 19 West Flagler St., Suite 820, Miami, FL 33130. You may also email the Sworn Complaint Form to the Ethics Commission by electronic mail to ethics@miamidade.gov. For submissions by email, please include the word "CONFIDENTIAL" at the beginning of the email subject line.

Miami-Dade County Commission on Ethics and Public Trust
Overtown Transit Village, North Tower-8th Floor East
701 Northwest 1st Ct.
Miami, FL 33136

MIAMI-DADE COMMISSION ON ETHICS & PUBLIC TRUST
COMPLAINT FORM

Although a filing fee is not generally required, complaints alleging a violation of the Ethical Campaign Practices Ordinance will be assessed a filing fee of Three Hundred and One Dollars ($301.00). This fee may be waived upon a finding of indigency.

Statute of Limitations: No action shall be taken on a Complaint filed more than three (3) years after the violation is alleged to have occurred, with the exception of allegations which are subject to a personnel proceeding or the exhaustion of all administrative remedies, in which instance, the statute of limitations will be tolled until the termination of said action(s).

Procedures: All sworn complaints filed with COE will be assigned a number. A copy shall be forwarded to the Respondent within five (5) days after receipt of the Complaint or as soon as practicable thereafter, unless the Complaint is returned to the complainant. An acknowledgement letter will also be sent to the complainant.

The Complaint will be reviewed to determine whether the COE has jurisdiction over the matter and whether the Complaint is legally sufficient. Upon a determination of no legal sufficiency, a recommendation will be presented to the COE for dismissal. An order dismissing the Complaint will be sent to both the Complainant and the Respondent. Upon a determination of legal sufficiency, a preliminary investigation shall be undertaken to determine whether there is probable cause to believe that a violation has occurred. Complainant may be required to speak to COE Staff and/or produce additional documentation in support of your complaint. If during the investigation, evidence of other wrongful act(s) not materially related to the Complaint is discovered, such evidence may result in further investigation, an ethics complaint or other action in accordance with COE Rules. Respondent shall be given an opportunity to respond to the Complaint.

COE Staff will make a recommendation of either probable cause or no probable cause to the COE which may take such action as authorized by its Rules. The COE may, at its discretion, dismiss a Complaint at any stage should it determine that the public interest would not be served by proceeding further.

- If you are complaining that you have been retaliated against pursuant to Employee Protection Ordinance, you must exhaust your administrative or contractual remedies before filing an ethics complaint in accordance with Section 2-56.28.17, Miami-Dade County Code and Section J, COE Rules.
- Ethical Campaign Practices Complaints will be processed on an expedited basis in accordance with Section 2-11.1.1(E), Miami-Dade County Code and Section K, COE Rules. A fee of $301.00, payable by check, credit card or money order, is required for expedited process.

Withdrawal of Complaint: A request for withdrawal shall be in writing and signed by Complainant. A Complaint may be withdrawn for good cause.

Stay of Proceedings: In accordance with COE Rules, complaint proceedings may be stayed at any time prior to the commencement of a public hearing.

Miami-Dade County Commission on Ethics and Public Trust
Overtown Transit Village, North Tower-8th Floor East
701 Northwest 1st Ct.
Miami, FL 33136

MIAMI-DADE COMMISSION ON ETHICS & PUBLIC TRUST
COMPLAINT FORM

Notices: All sworn complaints will be presented to the Ethics Commission. You may be notified of the date when the COE considers probable cause in the complaint you filed. Notice of the probable cause determination hearing will be sent to all Respondents but only to directly affected Complainants. Attendance at the probable cause determination hearing will depend on whether the violation you allege **directly** affects you, ie., you have personally suffered loss or detriment, directly or indirectly, as a result of the Respondent's alleged violation. Upon the COE's entry of a final order, both the Complainant and Respondent will be notified of the final disposition. Pre-probable cause determinations are not noticed.

Confidentiality: The Complaint and all Staff and COE activities, proceedings and documents related to the Complaint are **confidential.** Staff may advise the Complainant or Respondent about the status of the complaint proceeding. Confidentiality may only be waived in writing by the Respondent.

Costs and Attorney's Fees: Pursuant to Section 2-1074(t) of the Miami-Dade County Code and COE Rule of Procedure 3.6, Respondent may petition the COE for the imposition of costs and attorney's fees based on Complainant filing a frivolous and groundless complaint. If the petition is legally sufficient, a hearing shall take place where a determination shall be made on whether the alleged violator/Respondent is entitled to costs and attorney's fees based on the filing of a frivolous complaint.

For additional information on the complaint process, please contact the COE office at (305) 579-2594, or follow the link to the Ethics Commission at http://miamidade.gov

The Ethics Commission is a public entity subject to the Public Record Laws, Chapter 119, Florida Statutes.

/MDP
October 2020

PROBABLE CAUSE MEMORANDUM

To: Miami-Dade County Commission on Ethics and Public Trust

From: Radia Turay, Advocate
Etta Akoni, Staff Attorney

Re: C 22-60-10 (Norman Powell v. Brent Walter Latham)

Date: December 2022

I. Recommendation:

There is **No Probable Cause** to believe that Respondent, Brent Walter Latham, violated Section 2-11.1(g) of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance (hereinafter "Ethics Code"), entitled "*Exploitation of Official Position Prohibited.*"[1]

II. Introduction

Complainant:
The Affiant to this sworn complaint is Norman Christopher Powell (hereinafter "Complainant"). The Complainant is a Florida attorney and has previously worked for North Bay Village in several capacities, including as a code enforcement magistrate, a red-light camera hearing magistrate and, from approximately late 2017 through February 28, 2019, as Village Attorney.

Respondent:
The Respondent is Brent Walter Latham, the Mayor of North Bay Village (hereinafter "Respondent").

Allegations:
The Complainant alleges that the Respondent violated section (g) of the Ethics Code, entitled "*Exploitation of Official Position Prohibited"* on or about August 28, 2021, by using his official position as Mayor to secure a special privilege for others. *See* Complaint attached hereto as "Exhibit A." Specifically, the Complainant alleges that on August 28, 2021, Mayor Latham used his position as Mayor to make North Bay Village sanitation workers search through tons of garbage to look for specific items belonging to a resident on behalf of contractor who mistakenly discarded

[1] Probable Cause exists where there are reasonably trustworthy facts and circumstances for the Miami-Dade County Commission on Ethics and Public Trust ("COE") to conclude that the Respondent violated any County or municipal law or provision over which the COE has jurisdiction. *See* Miami-Dade Commission on Ethics and Public Trust Rules of Procedure 4.12(b).

the items. *See* Exhibit A at Page 2-3. The Complainant also alleges that the unnamed contractor is Mayor Latham's relative. *See* Exhibit A at Page 2.

The Complainant attached copies of the script and photos of an August 28, 2021, Facebook post by the Respondent which appears to be a commendation of the service provided by the Village Sanitation Department and its workers on behalf of a North Bay Village resident. *See* Exhibit A at Page 3.

III. **Procedural History**

1. On September 9, 2022, Complaint 22-55-09 was filed by the Complainant. *See* Complaint 22-55-09 attached hereto as "Exhibit B."

2. On October 12, 2022, during the COE commission meeting, your staff made a recommendation to dismiss complaint (C 22-55-09) for lack of legal sufficiency. *See* Legal Sufficiency memorandum for C 22-55-09 attached hereto as "Exhibit C." Your staff also conveyed to this commission that the complainant sent an email requesting that the Commission stay the dismissal consideration until a pending public records request relevant to the case is satisfied. In open session, this commission unanimously granted the Complainant a stay of the proceedings.

3. This Complaint (C22-60-10) was filed on October 13, 2022. *See* Exhibit A.

4. On October 14, 2022, the Complainant withdrew Complaint 22-55-09. The withdrawal request was received by COE via email and stated that the Complainant wished to proceed on a separate complaint also against the Respondent, which the Complainant had already filed the day prior, on October 13, 2022 (This Complaint). On November 9, 2022, The COE voted unanimously to dismiss the Complaint 22-55-09 pursuant to Complainant's request to withdraw. *See* Signed Public Report and Final Order for Powell v. Latham, C 22-55-09, attached hereto as "Exhibit D."

5. On October 18, 2022, COE staff found legal sufficiency on "the four (4) corners" of complaint C22-60-10.[2] The Legal Sufficiency recommendation memorandum notes that "[t]he difference between this complaint and the previous complaint filed by Complainant against Respondent is that the Complainant alleges that the Mayor used his official position to benefit a *third-party who is a relative* of the Mayor and who allegedly discarded important items in the trash belonging to a resident. The suggestion is that the Mayor interacted, directly or indirectly, with Village staff to correct this mistake for *his*

[2] Legal sufficiency exists where there is an allegation of a violation of an ordinance within the jurisdiction of the Ethics Commission, purportedly committed by an individual within the authority of the Ethics Commission, based substantially on the personal knowledge of the Complainant and filed with the Ethics Commission within three years of the alleged violation. *See* Miami-Dade County Code § 2-1074(a)(1), (x).

relative." (Emphasis added) *See* Legal Sufficiency Determination, C 22-60-10, attached hereto as "Exhibit E."

6. On November 3, 2022, Radia Turay, COE Advocate, filed a "First Motion for Extension of Time to Make a Probable Cause Determination." The COE granted said motion on November 9, 2022.

IV. **Investigation**

The COE investigated the matters addressed in this complaint. As a part of the investigation, this agency interviewed several witnesses and reviewed documents produced by North Bay Village in a public records request. A summary of this investigation is below.

Interview of Meagan Cook, Public Works Superintendent

On October 28, 2022, Megan Cook, Public Works Superintendent for North Bay Village, provided COE staff with a recorded sworn statement regarding her knowledge and involvement in the alleged incident that is the basis of this complaint. In her capacity as Superintendent of Public Works, Ms. Cook is responsible for all field operations of the department's various entities, including sanitation (solid waste), water and sewer, stormwater, maintenance, landscaping.

Per Ms. Cook, all garbage collected in North Bay Village is taken to the Miami-Dade County Central Transfer station located at 1150 NW 20th Street, Miami, Florida, where it is weighed and emptied out of the truck onto open concrete area for further processing. She said the North Bay Village's truck typically carry between 16 and 17 tons of garbage per trip to the transfer station and that this is a mixture of waste from single-family homes, multi-family buildings, and commercial properties or businesses, including an assisted living facility within the Village limits. Ms. Cook believes it to be impossible to search the contents of a garbage truck for a variety of reasons, and such an act is unsafe and unsanitary.

Ms. Cook recalled getting a call from the Respondent on or about August 28, 2021, regarding some items that her team had inadvertently picked up during trash collection that day. Construction workers at North Bay Village single family residence had placed personal documents, including a passport(s), in a black garbage bag for safekeeping to keep them from getting wet and left the bag near the garbage receptacles on the property. Municipal workers misidentified the bag as garbage. According to Ms. Cook, "backyard service" is provided for North Bay Village residents living in single-family homes. Backyard Service is where North Bay Village sanitation workers enter the grounds of a residence, collect any garbage stored in and around designated trash containers, and return the containers to the property.

With respect to her conversation with the Respondent, Ms. Cook said the Respondent advised her

of a situation at the property of a "Mr. Bud" who lived on the 1300 block of Bay Terrace. "He [the Respondent] called me stating that a situation occurred and was there any way that we can help? He just asked me if anything can be done … He never instructed me to search the contents of the truck." Had he done so, Ms. Cook said she would have flatly denied the request "because it's not safe." Ms. Cook said that, at the time she received the call, she advised the Respondent, "I'll see what I can do." She said that unless the workers were still at or near the property, the likelihood of retrieving the items would have been very unlikely.

Ms. Cook said she called the driver of the garbage truck, and he told her that they were already working another portion of the route at "the end of West Drive." Ms. Cook estimated that approximately five new tons of garbage would have been compacted over the garbage retrieved from Mr. Bud's residence earlier in the route. Ms. Cook said she asked the driver to photograph the garbage once it was dumped at the transfer station so that the Respondent could understand the futility of any search. "I called him [the Respondent] back and said, 'Those bags are gone, and they are going to be gone forever.'" Ms. Cook said that she never suggested to the Respondent that her crew would search through the contents of the truck because that was not something she would have permitted.

Ms. Cook received photographs of the garbage once it had been deposited at the transfer station from the driver, as requested, and she shared those photographs with the Respondent. Ms. Cook said she does not have a Facebook account and did not see the Respondent subsequent post until very recently. Ms. Cook was shown a copy of the photograph included with the initial Complaint (C22-55-09, Withdrawn November 9, 2022) and stated that the image depicted the garbage which had been emptied out at the NW 20th Street transfer station in the normal fashion and that nothing out of the ordinary took place.

Ms. Cook subsequently went to Mr. "Bud" Farrey's residence to inform him that the items could not be recovered and that, while there, she spoke to the workers and learned that the lost items included passports and important documents. Ms. Cook said she visited the residence because she believes that customer service is important and that she wanted to deliver this news personally to the resident. Ms. Cook indicated that she has no knowledge as to who the contractor was that was working on Mr. Farrey's property and/or whether the contractor was related in any way to the Respondent.

Interview of Brent Latham, Mayor of North Bay Village

On October 31, 2022, the Respondent, Mayor Brent Latham of North Bay Village, provided a voluntary recorded and sworn statement to this agency regarding his alleged actions as detailed in this complaint (no. C22-60-10). He was accompanied by North Bay Village Attorney Haydee Sera.

The Respondent started the interview by clarifying that North Bay Village has a commission-manager form of government. Under a commission-manager form of government, the Respondent is not allowed to impart orders to village staff. However, there is "an active, explicit

understanding," that he is allowed to communicate with senior staff regarding constituent concerns.

The Respondent indicated that he received a phone call from the owner of the property – Bud Farrey – requesting assistance with items mistakenly picked up by municipal sanitation workers on or about August 28, 2021. The items had been placed in trash bags by workers at the residence. The Respondent understood that the bags contained tools and possibly personal documents. The Respondent stated, "[p]robably I called our Public Works Superintendent and made her aware of the situation and asked her to get involved." The Respondent stated, "I didn't give her any specific instructions" other than to try to help Mr. Farrey. The Respondent did not speak to the driver of the garbage truck. The Respondent did not hear anything back about the incident until he received the two or three photographs of the garbage truck and its contents, as shown in the August 28, 2021, Facebook post. The Respondent said he recalled Ms. Cook later telling him, directly or indirectly, that "We looked for it and couldn't find it."

The Respondent said the photographs made an impression on him and caused him to believe that some effort had been made to recover the lost items. The Respondent did not say that Ms. Cook told him explicitly that this was the case. Still, the Respondent said he felt that North Bay Village employees "had gone above and beyond" and that he wanted to share this in a post. The Respondent said he also received a follow-up call from Mr. Farrey expressing his appreciation.

The Respondent stated that he was only contacted by Mr. Farrey to request assistance. The Respondent stated, "I don't know who the contractor in question was. I have no idea, nor do I have any relative who worked on his home. But this accusation, made under oath by Mr. Powell, is completely false. It's a lie." The Respondent said he has a brother who is an architect and that he has no knowledge that his brother was in any way involved with the work being done on the Farrey property.

The Respondent confirmed that he wrote the post in question dated August 28, 2021. The Respondent said he based his post on the photographs and limited information provided either by text message or phone calls. The Respondent said he did not intend for any part of his post to be misleading but stated: "Looking at it in retrospect … this wasn't meant to be a legal description of what happened." He said that if he realized his post would be scrutinized and subject to legal examination, he may have been more careful. The Respondent provided a letter to your staff and asked that the letter be provided to this commission. *See* Letter from Brent Latham to the Miami Dade Commission on Ethics and Public Trust, attached hereto as "Exhibit F."

Interview of John "Bud" Farrey

On November 1, 2022, John "Bud" Farrey was interviewed by phone by this agency regarding this complaint. Mr. Farrey has lived at 1315 Bay Terrance, North Bay Village, Florida for 46 or 47 years. Mr. Farrey stated that in August of 2021, a long-time friend of his, Gary Crews, who is also a contractor helped him to paint an exterior wall. Mr. Crews sent "a couple of laborers" to pressure

wash the wall prior to painting, but because it started raining, the laborers placed some personal items in a plastic bag and left it "under the eaves, near the garbage, not knowing it was a garbage pick-up day." Mr. Farrey said that the workers were very upset because "some of the day laborers keep their lives in a bag."

Mr. Farrey said he called the Respondent and asked, "if there was anything he could do," and that the Respondent put him in touch with Meagan Cook, the Superintendent of Public Works. Ms. Cook later contacted him and stated that they tried to recover the items but were unsuccessful. He said he was under the impression that sanitation workers looked but didn't find anything.

With respect to Gary Crews, the contractor, Mr. Farrey stated that he has known Mr. Crews for 35 years and that at no time has Mr. Crews stated that he was in any way related to the Respondent. Mr. Farrey further advised that the Respondent never told him that he was related to Mr. Crews.

Review of North Bay Village Records Responsive to COE's October 31, 2022 Public Records Request

On October 31, 2022, the COE filed a public records request with North Bay Village requesting copies of any construction permits issued for 1315 Bay Terrace, North Bay Village, Florida 33141 in the past two years. On November 3, 2022, the COE received items responsive this request. The totality of these records consisted of two (2) permit applications. The first permit application is dated May 20, 2021 and was requested by Seaview Building Solutions of Pompano Beach for the replacement of windows and a door. The second permit, dated December 2, 2021, was requested by Tobin Construction of Miami for exterior residential painting. Included with the records produced was a contract for the latter job which was dated December 1, 2021.

Interview of Keneth Tobin, owner of Tobin Construction Company

On November 7, 2022, COE staff spoke with Keneth Tobin, the owner of Tobin Construction Company, to clarify whether Tobin was in any way related to the Respondent. Mr. Tobin responded: "I am not related to the mayor of North Bay Village. I don't even know the mayor's name." Moreover, Mr. Tobin could not recall the details of the project in question at the home of Mr. Farrey.

Interview of Gary Crews, principal of G Crews & Associates

On November 7, 2022, COE staff contacted G Crews & Associates of Hollywood, Florida to speak to the company's principal and a state-registered general contractor, Gary Crews. However, Mr. Crews' partner ("George") stated that he and Mr. Crews know Mr. Farrey very well and that for many years they have purchased lamps and equipment from his company, Farrey's Lighting, Bath and Decorative Hardware. George said he would ask Mr. Crews to contact the COE when he returned to work the following day. Moreover, George indicated that Mr. Crews has never mentioned any relation to the mayor of North Bay Village.

On November 8, 2022, COE staff interviewed Mr. Gary Crews by phone. Mr. Crews informed

COE staff that his firm did assist Mr. Farrey with a project at his home in North Bay Village. Mr. Crews had no detailed knowledge about the events, as alleged in the Complaint, except that he, himself, is in no way related to the mayor of North Bay Village. Mr. Crews indicated that he was just helping Mr. Farrey with a small job at Mr. Farrey's request and that he was not involved as a contractor.

Interview of Brian Velasco, Sewer Utility Worker

On November 14, 2022, Brian Velasco, a sewer utility worker for North Bay Village, provided a sworn statement to this agency. Mr. Velasco advised he has worked for the city for more than twenty-two (22) years, all of them with the North Bay Village Sewer Department. Mr. Velasco possesses a Florida commercial driver's license and sometimes drives North Bay Village garbage vehicles when sanitation workers are out sick or taking leave.

On August 28, 2021, Mr. Velasco was filling in for a North Bay Village garbage driver. Mr. Velasco recalled getting a call from Public Works Superintendent, Meagan Cook, advising him that construction worker(s) had inadvertently lost items placed in a garbage bag at a home on the 1300 block of Bay Terrace. Mr. Velasco received the call sometime after the truck had stopped by the residence and garbage from subsequent stops along the route had been picked up and compacted by the vehicle.

"I told her [Ms. Cook] that we passed by the house, and she said, 'Keep an eye out if you see anything in the hopper." Mr. Velasco was advised that the items were placed in a black trash bag resembling the multitude of such bags already collected. Mr. Velasco stated that he felt that there was little likelihood of locating the items. Mr. Velasco indicated that he looked in the back of the hopper to see if there might be anything identifiable as the missing items but did not find anything. "I took a quick look back, and I didn't see anything, just garbage," Mr. Velasco said. Mr. Velasco stated that he did not conduct any further search because the items had already been "compacted and compressed."

When Mr. Velasco finished the route and arrived at the transfer station on NW 20th Street, he emptied out the contents of the garbage truck in the usual fashion, by dumping it out on the floor where it would be removed for further processing. Mr. Velasco said he knew it was pointless to try and search the pile of garbage on the floor in the transfer facility. Mr. Velasco said he took photographs and shared them with Ms. Cook just to show her that there was no way to locate the items.

When asked if he was told who had lost the items, Mr. Velasco said that, to his knowledge, he only knew that the items belonged to "some workers." Mr. Velasco said that he had no communication with North Bay Village Mayor Brent Latham regarding this matter and that he is in no way related to Mr. Latham. Mr. Velasco said that he has, on occasion, received calls regarding items that residents may have discarded, usually furniture. He said that in such instances, there is little that can be done because everything entering the hopper is crushed and compacted.

Interview of Norman Powell, Complainant

On November 16, 2022, Norman Powell, the affiant to this sworn complaint, provided a voluntary sworn statement to this agency. Mr. Powell stated that he has previously worked for North Bay Village in several capacities, including as a code enforcement magistrate, a red-light camera hearing magistrate and, from approximately late 2017 through February 28, 2019, as Village Attorney. Mr. Powell acknowledged that since the end of his tenure as Village Attorney, his relationship with present North Bay Village officials has been largely adversarial. Mr. Powell noted that a complaint was filed against him with the Florida Bar Association, presumably by North Bay Village officials. Mr. Powell said he considered the Bar complaint to be inaccurate and "malicious." The bar complaint preceded Mr. Powell's filing of multiple ethics complaints against the North Bay Village Mayor, the Respondent, Brent Latham.

Mr. Powell was advised that the COE investigation to date had not yielded any corroboration of the allegation stated in his complaint, which stated that the Respondent had stopped the garbage truck and ordered its contents be searched on behalf of a relative. Mr. Powell was asked for any direct knowledge as to the identity of either the owner of the home who had reported the items missing or the identity of the contractor who was involved in the incident on August 28, 2021, that resulted in a social media posting by the Respondent. In response, Mr. Powell stated "I don't have any direct knowledge."

However, Mr. Powell added that he had received information from several North Bay Village sanitation workers and a number of North Bay Village residents who advised him as to the alleged relationship between the Respondent and the contractor. Mr. Powell claimed that the city workers requested anonymity and that he was not at liberty to provide the identity of the residents without first seeking their permission. Mr. Powell said his sources assured him two things: first, that the homeowner was "very powerful" and influential around North Bay Village city hall, and second that the contractor was the Respondent's brother.

Mr. Powell stated that he spoke to three (3) city sanitation workers after they approached him at his office, which is located in the same building as North Bay Village city hall. Mr. Powell claimed that the sanitation workers were very concerned about retaliation. Per Mr. Powell, "when I spoke to them, I had to leave my office and go to an alleyway to have this conversation."

Mr. Powell said the workers came to visit him about two to three weeks before his initial complaint, which was withdrawn, around late August or early September of 2022. Mr. Powell stated that he had not reached out to anybody in the Village's government to inquiry about the incident. Mr. Powell described the workers as three African American men and one of them identified himself as the driver on the date in question (August 28, 2021).

Per Mr. Powell, the men took exception to being asked to sift through piles of garbage, described the situation as being out of the ordinary, and that they too believed that the mayor had called in a

favor on behalf of a relative. Mr. Powell said the men indicated "they were upset about being put in that position." Mr. Powell said "I don't know these people from Adam, I've never seen them around … I couldn't pick them out of a lineup."

Mr. Powell was asked if he had knowledge that the garbage on that day was handled in any manner that was unusual or inappropriate and he replied, "That's a good question." Mr. Powell said he consulted individuals familiar with the solid waste disposal process and believed that it would have been inappropriate for the garbage to be searched at a waste transfer station, as suggested by the Respondent's post on Facebook.

COE staff asked if Mr. Powell would attempt to contact the sanitation workers and other sources, Mr. Powell said he would attempt to do so but indicated that the workers, in particular, would be unlikely to cooperate. With respect to his other sources, Mr. Powell related that several individuals shared the Respondent's post with him at or about the time of the post in August 2021. But Mr. Powell did not consider filing an ethics action at that time. Mr. Powell claims those sources indicated that the individual who owned the property was "well-connected to the mayor and the contractor was related to the mayor."

Mr. Powell said he did not mean to be "cryptic" by not naming names. Though Mr. Powell admits that he relied on their information to provide the narrative in his complaints, he also admits he had some misgivings since he did not have any corroboration beyond what he had been told. Mr. Powell claims he made a public records request to attempt to obtain additional information that would support the allegations featured in his complaint(s). Moreover, Mr. Powell claimed, he was advised that the complaint would be more viable if the Respondent was acting on behalf of a family member.

Mr. Powell was asked if he was familiar with an individual named John "Bud" Farrey and he stated that he believed this was the owner of a lighting company and that he had served on the North Bay Village Planning and Zoning Board. After being advised that Mr. Farrey was the owner of the residence in question, Mr. Powell stated that he believed that Farrey was, in his view, somebody who was "politically connected" and who fit the description provided to him by his sources. Mr. Powell was asked if he was familiar with a contractor named Kenneth Tobin and he replied that he was not. Mr. Powell was asked if he was familiar with another contactor named Gary Crews and he replied that he was not. Mr. Powell was advised that both were interviewed as part of the inquiry and that neither acknowledged any relationship with the Respondent. In fact, neither claimed to know the Respondent by name.

Mr. Powell stated that he was aware that the Respondent had a brother who was an architect. COE staff conducting the interview advised Mr. Powell that the Respondent's brother was not involved with the property on or about the date in question.

After the statement, Mr. Powell provided the following names of individuals who shared

information with him about the facts which underlay this complaint: former North Bay Village Commissioner Laura Cattabriga, Mitch Eddelstein, Ana Watson.

Interview of Mitchell H. Edelstein

On November 21, 2022, COE staff spoke with Mitchell H. Edelstein by phone and inquired if he possessed any information relevant to this matter. Mr. Edelstein instead discussed a previous case from the early 2000s in which he said a former North Bay Village commissioner (Dave Fleischman) was charged criminally in connection with a phone call he allegedly made relating to garbage pick-up at his residence. Mr. Edelstein said, with respect to the issues under review, that he had no direct knowledge as to the facts and circumstances of the alleged incident on August 28, 2021. Specifically stating, "I didn't see it." "I just heard bits and pieces of it. I'm hearing through the grapevine maybe [the contractor] was [the mayor's] brother. But I don't know." Mr. Edelstein believed the Complainant might have additional information.

Interview of Ana Watson

On November 21, 2022, COE staff spoke with Ana Watson by phone and inquired if she possessed any information relevant to this matter, specifically the August 28, 2021 Facebook post by the Respondent regarding the items inadvertently discarded from a residence by sanitation workers. Ana Watson responded that: "I don't know anything about that incident. This is the first time I've heard about it, what you're telling me now…" Moreover, Ana Watson indicated that she "never discussed this [incident] with Normal Powell."

Interview of Laura Cattabriga, former North Bay Village Commissioner

On November 21, 2022, COE staff contacted former North Bay Village Commissioner Laura Cattabriga by phone to inquire if she had any information pertaining to the subject incident on August 28, 2021. Ms. Cattabriga advised that she didn't have any "first-hand knowledge" and she could only share information that she had heard from other members of the community, specifically, that the owners of the property involved in this incident were "Bud" and Maria Farrey and that a contractor involved with the situation may have been the mayor's brother. Ms. Cattabriga advised that she did speak to Norman Powell about the matter, although she couldn't recall exactly when. Ms. Cattabriga said she believes she spoke to him about it prior to his filing the ethics complaint. Ms. Cattabriga was asked if she was willing to provide a formal statement to this agency and she stated that, while she would be willing to do so, she noted that: "We're all neighbors and things get discussed, but I want to make it clear that I don't have any first-hand knowledge. This is really just neighborhood gossip."

With respect to Mr. Farrey, Ms. Cattabriga did note that he was a long-time North Bay Village resident who was active in municipal affairs, having served for many years on the planning and zoning board. She further suggested that Mr. Farrey may have made campaign contributions to the Respondent.

V. **Applicable Law**

Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, Section 2-11.1(g), entitled "**Exploitation of Official Position Prohibited**" states: No person included in the terms defined in subsection (b)(1) through (6) and (b)(13) shall use or attempt to use his or her official position to secure special privileges or exemptions for himself or herself or others except as may be specifically permitted by other ordinances and resolutions previously ordained or adopted or hereafter to be ordained or adopted by the Board of County Commissioners.

VI. **Analysis**

Section 2-11.1(a) of the Ethics Code provides that the Ethics Code sets minimum standards of ethical conduct and that its provisions are applicable to all municipal governments within Miami-Dade County, including Town of North Bay Village. The Respondent in this case is the Mayor of the North Bay Village. As Mayor, he is a covered party pursuant to Section 2-11.1 (b)(1) of the Ethics Code which applies to members of County and municipal elected legislative bodies. Section (g) of the County Ethics Code prohibits elected officials from using their official positions to secure a special benefit for themselves or others. *See* Miami-Dade County Code at Sec. 2-11.1(g).

In this case, the alleged special benefit the Respondent secured for another person was the interruption of North Bay Village trash operations and the subsequent manual search of tons of garbage collected inside a North Bay Village garbage truck to locate personal articles at the request of his relative. Ultimately, COE investigation and interviews of the parties directly involved in the alleged incident, including but not limited to, Megan Cook (Public Works Superintendent for North Bay Village), Brian Velasco, (North Bay Village sewer utility worker who drove the garbage truck on August 28, 2021 and who took the photos used in the Respondent's Facebook post), John "Bud" Farrey (North Bay Village resident who contacted the Respondent to request assistance with the lost items), and the Respondent, illustrate that the Respondent did not order North Bay Village sanitation employees to halt operations and haphazardly search tons of trash to provide a find items mistakenly discarded by a contractor who is alleged to be related to him.

Rather evidence discovered through the COE investigation and interviews showed that on August 28, 2021, the Respondent was contacted by Mr. Farrey who asked for assistance in retrieving some personal items that belonged to construction laborers, who were employed by his painting contractor Gary Crews, that had been mistaken taken during trash collection from Mr. Farrey's home. The Respondent contacted Ms. Cook to facilitate resolution of the problem. It should be noted that North Bay Village is a Commission-Manager form of municipal government, and the Respondent cannot give orders to staff. However, as Ms. Cook is the Public Works Superintendent, the Respondent is permitted to discuss constituent concerns with Ms. Cook and other senior Village staff.

The Respondent asked Ms. Cook to assist Mr. Farrey, if she could. In response, Ms. Cook called Mr. Velasco to see where the garbage truck was on its daily route and to determine how much additional trash had been collected since the truck left the area of Mr. Farrey's residence. After hearing that the trash truck was almost done with its scheduled route for the day and many

additional tons of trash had been compacted into the truck, Ms. Cook determined that there was no way to safely search the massive amounts of trash collected that day to find the missing items. Ms. Cook then visited Mr. Farrey's home to personally inform him that the lost items could not be recovered. Ms. Cook next called the Respondent to inform him that the lost items could not be recovered. Ms. Cook also shared photographs with the Respondent that were sent to her from Mr. Velasco. The photographs illustrated the regular procedure of emptying the contents of the trash truck onto the floor of the Miami Dade County Transfer station for processing. Ms. Cook stated that she sent the Respondent the photographs to illustrate the impracticality of searching for a non-distinct black garbage bag in seventeen (17) tons of garbage with similar black trash bags. While Ms. Cook's statement may have been misinterpreted by the Respondent, Ms. Cook never told anyone that seventeen (17) tons of garbage had been searched in an effort to find the missing items, as that did not happen.

Moreover, the COE investigation and interviews revealed that the lost items belonged to a contractor's laborer working at the Farrey residence. Lastly, the COE investigation uncovered that the contractor working on the Farrey residence on the date of incident, Gary Crews, is of no relation and is not connected to the Respondent in any way.

This Commission has previously opined that a benefit, exemption, or privilege is special when it is procured solely as a result of the position of the government official or employee involved in the procurement and is not available to others in the same fashion. *See* RQO 00-15(An Executive Assistant to the County Manager was permitted to serve on the Board of Directors of Habitat for Humanity of Greater Miami so long as he did not disclose confidential information acquired through his position or use his position to help the non-profit achieve a privilege or exemption that would not be available to other organizations). In this case, the Respondent's actions, specifically connecting a Village resident to the Public Works Superintendent, was not a privilege or exemption that is not be available to others. Presumably Ms. Cook would have been equally available to Mr. Farrey, and any other resident of North Bay Village, through direct contact or any other North Bay Village commissioner. Moreover, the actions of the Respondent appear more aligned with his role as a Village mayor, as he appears to be providing customer service to Village residents.

Furthermore, it should be noted that the sole difference between the Complainant's initial complaint on this matter (C22-55-09) and the instant complaint (C22-60-10) is the allegation that the Respondent's brother was the contractor who benefited from the Respondent's actions. This allegation was not substantiated by the evidence found in the COE investigation. The COE investigation uncovered that the contractor working on the Farrey residence on the date of incident, Gary Crews, is of no relation to the Respondent and is not connected to the Respondent in any way. Mr. Powell admitted in his sworn statement to this office that he was advised that the complaint would be more viable if the Respondent was acting on behalf of a family member. This change to the Complainant's allegations to fit the specified error in a prior complaint is illustrative of the lack of evidence in the instance case to substantiate probable cause. Further, investigation of this complaint did not reveal any evidence that the respondent used his position to make North Bay Village sanitation workers search through tons of garbage to look for an item that was mistakenly discarded by his relative.

VII. **Conclusion**

Accordingly, based on the investigation conducted, **No Probable Cause** exists to conclude that Respondent, Brent Walter Latham, violated Section 2-11.1(g) of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, entitled "*Exploitation of Official Position Prohibited.*

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MIAMI-DADE COUNTY COMMISSION ON ETHICS AND PUBLIC TRUST

IN RE: **C 22-60-10**

BRENT WALTER LATHAM,

RESPONDENT.

_____/

PUBLIC REPORT AND FINAL ORDER

Complainant, Norman Powell, filed this Complaint against the Mayor of the City of North Bay Village, Florida, Brent Walter Latham (hereinafter "Respondent"). The Complaint alleged that the Respondent violated Section 2-11.1(g) of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance (hereinafter "Ethics Code"), entitled "*Exploitation of Official Position Prohibited*." The Complainant alleged that the Respondent violated Section (g), entitled "*Exploitation of Official Position Prohibited*," by using his position as Mayor to make North Bay Village sanitation workers search through tons of garbage to look for specific items belonging to a resident on behalf of contractor who mistakenly discarded the items. The Complainant also alleges that the unnamed contractor is Mayor Latham's relative.

The Miami Dade County Commission on Ethics and Public Trust ("Ethics Commission") investigated the alleged violation of the "*Exploitation of Official Position Prohibited*" provision of the Ethics Code described in the above listed complaint. The Ethics Commission investigation encompassed interviews of numerous people connected to the allegations in this complaint including, but not limited to, the complainant, the respondent, the North Bay Village residents, and North Bay Village sanitation employees. The investigation also involved the review of public records related to the matter from North Bay Village. The information discovered in the investigation did not substantiate the allegations in the complaint. The investigation showed that the Respondent did not order North Bay Village sanitation employees to halt operations and haphazardly search tons of trash; no one searched through North Bay Village trash looking for lost items; the lost items did not belong to the North Bay Village resident rather to the construction workers working at the residence; and the contractor affiliated with work being done at the North Bay Village residence in question was of no relation to the Respondent.

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The Miami-Dade County Commission on Ethics and Public Trust (hereinafter, "Ethics Commission") has previously recognized that a benefit, exemption, or privilege is special when it is procured solely as a result of the position of the government official or employee and is not available to others in the same fashion. *See* RQO 00-15. In this case, the Respondent's actions, specifically connecting a Village resident to the Public Works Superintendent, was not a privilege or exemption that is not be available to others. Presumably Ms. Cook would have been equally available to Mr. Farrey, and any other resident of North Bay Village, through direct contact or any other North Bay Village commissioner. Moreover, the actions of the Respondent appear more aligned with his role as a Village mayor, as he appears to be providing customer service to Village residents.

On January 18, 2023, this matter was presented to the Ethics Commission for a probable cause determination. The Ethics Commission voted unanimously finding that there was N**o Probable Cause** to conclude that the Respondent violated Section 2-11.1(g) of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, entitled "*Exploitation of Official Position Prohibited*."

Wherefore it is:

ORDERED AND ADJUDGED that Complaint C 22-60-10 against the Mayor for the City of North Bay Village, Florida, Brent Walter Latham, is hereby **DISMISSED**.

DONE AND ORDERED by the Miami-Dade County Commission on Ethics and Public Trust in public session on this 18th day of January 2023.

MIAMI-DADE COUNTY COMMISSION ON
ETHICS & PUBLIC TRUST

By: DocuSigned by:
Judith Bernier
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Judith Bernier
Chair
Signed on : 2/2/2023

MIAMI-DADE COUNTY
COMMISSION ON ETHICS AND PUBLIC TRUST

Norman Powell,

Complainant,

v. Complaint *C22-60-10*

Brent Latham,

Respondent.

RESPONDENT'S PETITION FOR SANCTIONS AND ATTORNEYS FEES

Respondent, Brent Latham ("Respondent") by and through his undersigned counsel, hereby petitions the Miami-Dade Commission on Ethics and Public Trust ("Commission") to impose sanctions against Norman Powell, ("Complainant") and provide the payment of attorney fees to Respondent and in support thereof states the following:

I. Procedural History

Complainant is an attorney and the former attorney for North Bay Village (the "Village"). Respondent is the current Mayor of the Village. Respondent, as Mayor, introduced an item to terminate Complainant's contract as Village Attorney, which was unanimously approved by the Village Commission on November 28, 2019. During such meeting, Complaint threatened Respondent and the Village with actions intended to "exhaust whatever time period you have here as mayor."[1]

On May 10, 2022, in a public hearing, the Village Commission voted to file a bar complaint (the "Bar Complaint") against Complainant. During the Commission's interview of Complainant, he stated that, by the end of his tenure at the Village, his relationship with Village officials was adversarial and that he considered the bar complaint to be "malicious".[2]

On or about July 15, 2022, Complainant filed Complaint C 22-39-07 against Respondent related to the Bar Complaint submitted by the Village. On December 14, 2022, the Commission voted unanimously that there was no probable cause and concluded the complaint.[3]

On September 9, 2022, Complaint 22-55-09 ("Garbage Complaint") attached as Exhibit "A", was filed by the Complainant. On October 12, 2022, during the Commission meeting, staff made a recommendation to dismiss the Original Complaint for lack of legal sufficiency.[4] During such

[1] Blaskey, Sarah. (2019, March 1). Village attorney accused of waging 'campaign of aggressive self-interest.' He's fired. *Miami Herald,*

[2] Probable Cause Memorandum, Miami-Dade County Commission on Ethics and Public Trust, *C 22-60-10,* Page 4, attached as *Exhibit "C"*

[3] Public Report and Final Order, Miami-Dade County Commission on Ethics and Public Trust, *C 22-39-07*

[4] Legal Sufficiency Memorandum, Miami-Dade County Commission of Ethics and Public Trust, *C 22-55-09*

meeting, Commission staff conveyed to the Commission that the Complainant sent an email requesting that the Commission stay the dismissal of the Original Complaint until a pending public records request relevant to the case was fulfilled, which the Commission approved.

On October 13, 2022, the day after the Commission meeting referenced above, the Complainant filed Complaint (C22-60-10)(the "Second Garbage Complaint"), which is the subject of this petition and attached as Exhibit "B".

On October 28, 2022, Complainant submitted Complaint C 22-62-10 against the Respondent which was filed by Laura Cattabriga, however, not coincidently, Complainant was the notary to Ms. Cattabriga's sworn statement further proving Complainant understood the nature of an oath. Once again, on December 14, 2022, the Commission found that there was no probable cause. In addition to being the notary, Complainant, himself and not Ms. Cattabriga, emailed the Complaint to the Commission.[5]

On December 12, 2022, Complainant filed Complaint 22-210 with the State Ethic Commission against Respondent, which remains open.

On January 26, 2023, Complaint filed Complaint 22-62-10 against Respondent, once again, related to the Bar Complaint, which remains open.

On October 14, 2022, the Complainant withdrew the Garbage Complaint stating that the Complainant wished to proceed on the Second Garbage Complaint. The only difference between the Garbage Complaint and the Second Garbage Complaint, as noted by the Commission staff in its Legal Sufficiency recommendation memorandum, "is that the Complainant alleges the [Respondent] used his official position to benefit a third-party, **who is a relative of the [Respondent]...**The suggestion is that the [Respondent] interacted, directly or indirectly, with Village staff to correct this mistake for his relative"[6].

During the investigation of the Second Garbage Complaint, testimony was taken from the Complainant and several individuals whom Complainant alleged provided him with information relevant to the Complaint.

Complainant testified to several things during the investigation demonstrating the complaint was filed in bad faith, specifically:

A) Complainant gave a sworn statement that he was advised that the Original Complaint "would be more viable if the Respondent was acting on behalf of a family member."[7] Then, without obtaining any additional information and without any facts that there was any relationship with Respondent, Complainant filed the Second Garbage Complaint, alleging that the Respondent used his official position to benefit a relative. The Commission determined that "[t]his change to the Complainant's allegation to fit the specified error in a prior complaint is illustrative of the lack

[5] Request for Dismissal Based on Legal Insufficiency Memorandum, *C 22-62-10*
[6] Probable Cause Memorandum, Miami-Dade County Commission of Ethics and Public Trust, *C 22-60-10,* Page 2
[7] Probable Cause Memorandum, Miami-Dade County Commission of Ethics and Public Trust, *C 22-60-10,* Page 12

of evidence..."[8] [in both the Garbage Complaint and the Second Garbage Complaint]. The Commission found that, at the time Complainant filed the Second Garbage Complaint, he had no knowledge of the identity of the third party to whom he claimed Respondent was related to. Further, upon investigation, the third-party was, in fact, NOT related to the Respondent, nor was there any prior relationship at all between the third-party and the Respondent.

B) Complainant alleged that, prior to filing the either Garbage Complaint, he personally spoke with three Village sanitation workers, including the driver of the garbage truck, who reached out to him with information regarding the Complaint. Contrary to Complainant's sworn testimony, the driver of the garbage truck on the day in question refuted the facts contained in the Second Garbage Complaint both as to his specific actions that day and the matter in general. Additionally, Complainant identified the driver of the garbage truck, whom he allegedly met with, as African-American when this is simply not the case.

C) Complainant's sworn testimony relies entirely on third party accounts of the matter. One name given by Complainant as providing facts relating to the matter was Mr. Mitchell H. Edelstein. When interviewed Mr. Edelstein, he admitted that he had no direct knowledge of the facts and circumstances of the issues raised in the Second Garbage Complaint and that he "heard bits and pieces...through the grapevine."[9] Another person who allegedly provided Complainant with the facts he relied on to file the Second Garbage Complaint was Ana Watson who, when interviewed stated, "I don't know anything about that incident. This is the first time I've heard about it, what you're telling me now."[10]

II Legal Standard

Pursuant to Art. LXXVIII, Sec. 2-1074(t), Miami-Dade County Code, a complaint may be deemed frivolous or groundless when there is a complete absence of any justiciable issue of either law or fact raised by the Complainant. Further, pursuant to Rule 3.6, Rules of Procedure, Miami-Dade Commission on Ethics and Public Trust, in any case where the Ethics Commission determines that the complaining party filed a frivolous or groundless Complaint, the Ethics Commission shall order the complaining party to pay any costs and attorney's fees incurred by the Ethics Commission and/or the alleged violator, in this case, the Respondent.

In *Mullins v. Kennelly*, 847 So.2d 1151, 1154 (Fla. 5th DCA 2003) the Court noted:

> "the definition of "frivolous" is incapable of precise determination. Nevertheless, a review of Florida case law reveals that there are established guidelines for determining when an action is frivolous. These include where a case is found: (a) to be completely without merit in law and cannot be supported by a reasonable argument for an extension, modification or reversal of existing law; (b) to be contradicted by overwhelming evidence; (c) as having been undertaken primarily

[8] Id., Page 12
[9] Id., Page 10
[10] Id., Page 10

to delay or prolong the resolution of the litigation, or to harass or to maliciously injure another; or (c) [sic] as asserting material factual statements that are false.

III Argument

Attorney's fees and sanctions are appropriate when a party knew or should have known that a claim… when initially presented…or at any time… (a) was not supported by the material facts necessary to establish the claim.[11] The definition of "frivolous" includes when a case is found "(b) to be contradicted by overwhelming evidence; … or (c)[sic] as asserting material factual statements that are false." *See Mullins*, 847 So.2d at 1154. In the current case, Complainant, a practicing attorney, swore to facts that were, at best, hearsay and at worst, fabrications. At the time both the Garbage Complaint and the Second Garbage Complaint were filed, Complainant had absolutely no firsthand knowledge of any of the facts he relied upon to make the Complaint, nor, apparently, did any of his witnesses. Again, Complainant is a practicing attorney, fully aware of significance of a sworn statement. In finding that the Second Garbage Complaint lacked probable cause, the Commission determined that, not only were the Respondent's actions not in violation of the Miami-Dade Code of Ethics but there was no evidence that the underlying facts were even true. The Probable Cause Memorandum is replete with instances in which the staff could not substantiate the Complainant's sworn statements, violating (b) and (d) of the *Mullins* test.

This Complaint is the very definition of frivolous and exactly the type of case the legislature was trying to prevent by enacting the statute. It should be noted that the allegations contained in both Garbage Complaints allegedly occurred more than a year before Complainant filed this Complaint but, not surprisingly, very shortly after the Bar Complaint against him. Additionally, it appears that Complainant has developed a pattern of filing complaints against Respondent which he either withdraws or the Commission finds that no probable cause exists, violating (c) of the *Mullins* test. Respondent believes that the pattern will continue, ad infinitum, unless the Commission exercises its powers to sanction Complainant and award Respondent with attorneys fees.

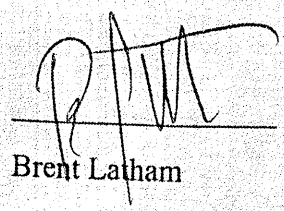
IV Conclusion

Respondent, Brent Latham, respectfully requests the Commission enter an order: (i) sanctioning Complainant for filing two frivolous complaints, (ii) award respondent with attorney fees and costs, and (iii) grant all other relief the Commission deems just and proper.

[11] Section 57.105, Florida Statutes, 2020

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

RESPONDENT:



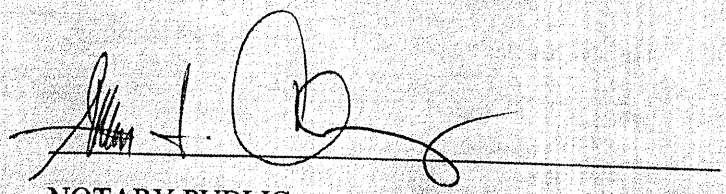
Brent Latham

STATE OF FLORIDA)

)SS:

COUNTY OF MIAMI-DADE)

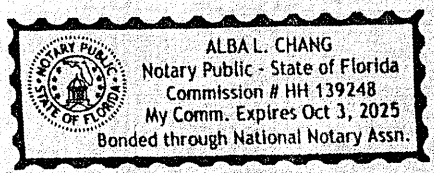
The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization this 24th day of February 2023, by Brent Latham, who is personally known to me or has produced a _____ as identification, and took an oath.



NOTARY PUBLIC

Print Name: Alba L. Chang

My Commission Expires: _____



Dated the 22nd day of February, 2023.

Respectively submitted,

The Alhadeff Law Group, P.L.
11900 Biscayne Blvd., Ste 289
North Miami, Florida 33181

By: _____
Mark Alhadeff, Esq.
Fla Bar No. 573485
Mark@alhadefflaw.com

The undersigned certifies that a copy hereof has been furnished to *Norman Powell* by e-mail and US Mail to the addresses below, on *February 23, 2023*.

_____
Mark Alhadeff

Complainant
The Law Office of Norman C. Powell
1666 J.F. Kennedy Causeway, Suite 420
North Bay Village FL 33141
info@normancpowell.com
Fla Bar No. 870536

Exhibit "A"
Complaint 22-55-09

MIAMI-DADE COMMISSION ON ETHICS & PUBLIC TRUST
COMPLAINT FORM

9/9/2022
RECEIVED
C 22-55-09

COMPLAINANT (Person bringing complaint):

Name: Norman Christopher Powell
Address: 1666 79th St. CSWY, #420 City: North Bay Village Zip Code 33141
Contact No.'s: *Specify Home, Work &/or Cell*
E-mail: norman@normancpowell.com

RESPONDENT (Person against whom complaint is made):

Name: Brent Walter Latham
Address: 725 Beach View Drive City North Bay Village Zip Code 33141
Contact No(s): *Specify Work &/or Cell* 786-390-6367 (w) and 305-951-4287
Title/Office Held or Sought: Mayor, North Bay Village, Florida

ALLEGATION refers to: ____Person in County Gov't. __X__ Person in municipal Gov't. (Specify city) _____
AND
_____Elections Ethical Campaign Ordinance **(Refer to Instructions)** __X__ County's Citizens' Bill of Rights
____Employee Protection Ordinance (Whistleblower retaliation) **(Refer to Instructions)** ____ County/Municipal Ethics Code
____ Other (Specify) _____
Note: The Ethics Commission does not have jurisdiction over Florida Statutes, State or Federal officials, Judges, or the Miami- Dade County School Board.

STATEMENT OF FACTS BASED ON PERSONAL KNOWLEDEGE: In a separate attachment, please describe in detail the facts and actions that form the basis of your complaint, including dates when the action(s) occurred. Also, attach any relevant documents as well as names and contact information of witnesses or other persons who may have knowledge about the actions. If known, **indicate the section of the ordinance you believe is being violated.** Please refer to the Instructions attached to this Complaint Form for further assistance.

OATH:

I, Norman C. Powell, do swear or affirm that the facts set forth in the foregoing complaint & attachments are true and correct to the best my knowledge.

Signature of Complainant / Affiant

STATE OF FLORIDA
COUNTY OF Miami-Dade

Sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [ ] online notarization this 9 day of September, 20 22
By Norman Christopher Powell
Name of Complainant/Affiant
Personally known to me ___ or produced identification __X__(_____)

Signature of Notary Public, State of Florida
CHRISTINE A. CORTES
Print, Type or Stamp Commissioned Name of Notary Public

CHRISTINE CORTES
Notary Public
State of Florida
Comm# HH217802
Expires 1/19/2026

ATTACHEMENT

Miami-Dade Commission on Ethics & Public Trust
Complaint – Brent Walter Latham

Violation of Miami-Dade County – Section 2-11.1(g) – Exploitation of Official Position Prohibited

Brent Walter Latham, Mayor of North Bay Village, ("Latham") knowingly violated Section 2-11.1(g) of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, entitled, *Exploitation of Official Position Prohibited*, to wit:

> *Exploitation of official position prohibited.* No person included in the terms defined in subsection (b)(1) through (6) and (b)(13) shall use or attempt to use his or her official position to secure special privileges or exemptions for himself or herself or others except as may be specifically permitted by other ordinances and resolutions previously ordained or adopted or hereafter to be ordained or adopted by the Board of County Commissioners.

On Saturday August 28, 2021, Latham unwittingly admitted that he, and presumably other public officials of North Bay Village, violated Section 2-11.1(g) (Attachments). Specifically, Latham posted pictures and wrote on his Facebook page, @mayorbrentlatham, that

> When a resident's contractor recently mistakenly threw away items that were not meant to be discarded, the neighbor contacted us to see if they could be retrieved. Our sanitation workers, led by Superintendent Meagan Cook, stopped and pulled over the truck, and dumped the garbage to search through it for the missing items. . .

Suffice it to say that Latham's actions were improper, at best. Most standard garbage trucks can hold approximately 30,000 pounds of compacted garbage; and the Village's staff was improperly forced to sort through a Village garbage truck's load[i]. However, Latham failed to provide the name(s) of the person(s), including the name of the contractor who secured the special privilege and his relationship with them.

Latham failed to inform the public of exactly what items were discarded and ultimately retrieved that warranted his actions. Latham also failed to inform the public of the cost to taxpayers. Further, it appears that the garbage truck's load was emptied at a Miami-Dade County transfer station, which has strict access and other regulatory requirements that may have been violated.

---

[i]Clearly, there was no regard for the health or safety of the Village's sanitation staff that were forced to sort through the tons of garbage.

Mayor Brent Latham
Aug 28, 2021 ·

When a resident's contractor recently mistakenly threw away items that were not meant to be discarded, the neighbor contacted us to see if they could be retrieved.

Our sanitation workers, led by Superintendent Meagan Cook, stopped and pulled over the truck, and dumped the garbage to search through it for the missing items.

You won't find this level of service in many cities anywhere - much less at the heart of an urban metropolis. Thanks to our staff who demonstrate their customer service to #OurNBV each and every day.

Posts About Photos Mentions

Mayor Brent Latham
Aug 28, 2021 ·

When a resident's contractor recently mistakenly threw away items that were not meant to be discarded, the neigh... See more

Exhibit "B"
Complaint 22-60-10

MIAMI-DADE COMMISSION ON ETHICS & PUBLIC TRUST
COMPLAINT FORM

C 22-60-10

received
10-13-2022
RR

COMPLAINANT (Person bringing complaint):

Name: Norman Christopher Powell
Address: 1666 79th St. CSWY, #420 City: North Bay Villge Zip Code 33141
Contact No.'s: *Specify Home, Work &/or Cell* 786-355-4500
E-mail: norman@normancpowell.com

RESPONDENT (Person against whom complaint is made):

Name: Brent Walter Latham
Address: 725 Beach View Drive City North Bay Village Zip Code 33141
Contact No(s): *Specify Work &/or Cell* 786-390-6367 (w) and 305-951-4287
Title/Office Held or Sought: Mayor, North Bay Village, Florida

ALLEGATION refers to: ____Person in County Gov't. X Person in municipal Gov't. (Specify city) North Bay Village
AND
_____Elections Ethical Campaign Ordinance **(Refer to Instructions)** ____ County's Citizens' Bill of Rights
____Employee Protection Ordinance (Whistleblower retaliation) **(Refer to Instructions)** ____ County/Municipal Ethics Code
X Other (Specify) Violation of Miami-Dade County - Section 2-11.1(g) - Exploitation of Official Position Prohibited

Note: The Ethics Commission does not have jurisdiction over Florida Statutes, State or Federal officials, Judges, or the Miami- Dade County School Board.

STATEMENT OF FACTS BASED ON PERSONAL KNOWLEDEGE: In a separate attachment, please describe in detail the facts and actions that form the basis of your complaint, including dates when the action(s) occurred. Also, attach any relevant documents as well as names and contact information of witnesses or other persons who may have knowledge about the actions. If known, **indicate the section of the ordinance you believe is being violated**. Please refer to the Instructions attached to this Complaint Form for further assistance.

OATH:

I, Norman Christopher Powell, do swear or affirm that the facts set forth in the foregoing complaint & attachments are true and correct to the best my knowledge.

Signature of Complainant /Affiant

STATE OF FLORIDA
COUNTY OF Miami-Dade County

Sworn to (or affirmed) and subscribed before me by means of [x] physical presence or [ ] online notarization this 13 day of October, 2022
By Norman Christopher Powell
Name of Complainant/Affiant
Personally known to me ___ or produced identification X (FL. D.L.)

Signature of Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary Public

CHRISTINE CORTES
Notary Public
State of Florida
Comm# HH217802
Expires 1/19/2026

ATTACHEMENT

Miami-Dade Commission on Ethics & Public Trust
Complaint – Brent Walter Latham

Violation of Miami-Dade County – Section 2-11.1(g) – Exploitation of Official Position Prohibited

Brent Walter Latham, Mayor of North Bay Village, ("Latham") knowingly violated Section 2-11.1(g) of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, entitled, *Exploitation of Official Position Prohibited*, to wit:

> *Exploitation of official position prohibited.* No person included in the terms defined in subsection (b)(1) through (6) and (b)(13) shall use or attempt to use his or her official position to secure special privileges or exemptions for himself or herself **or others** except as may be specifically permitted by other ordinances and resolutions previously ordained or adopted or hereafter to be ordained or adopted by the Board of County Commissioners (emphasis added).

On Saturday August 28, 2021, Latham posted pictures and wrote on his Facebook page, @mayorbrentlatham, that

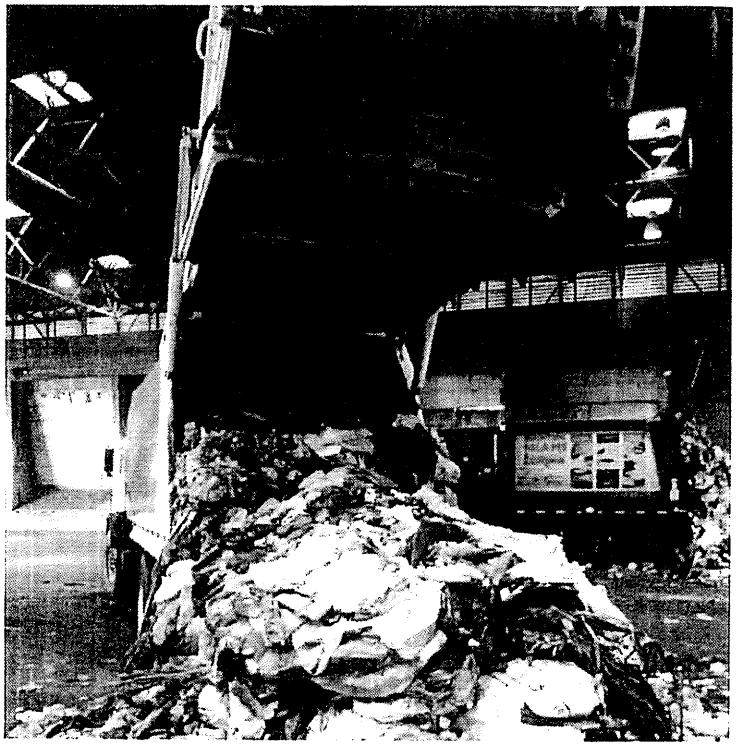
> When a resident's contractor recently mistakenly threw away items that were not meant to be discarded, the neighbor contacted us to see if they could be retrieved. Our sanitation workers, led by Superintendent Meagan Cook, stopped and pulled over the truck, and dumped the garbage to search through it for the missing items. . .

Latham violated Section 2-11.1(g) because he used his official position to secure a special privilege for *others*, the unnamed resident and contractor. Also, the *unnamed* contractor is Mr. Latham's relative.

Mayor Brent Latham

Aug 28, 2021 ·

When a resident's contractor recently mistakenly threw away items that were not meant to be discarded, the neigh... See more



MIAMI-DADE COMMISSION ON ETHICS & PUBLIC TRUST
COMPLAINT FORM

INSTRUCTIONS & PROCEDURES

The Miami-Dade County Board of County Commissioners, through Ordinance 97-105, established the Miami-Dade County Commission on Ethics & Public Trust (COE). The COE encourages persons with personal knowledge of suspected violations of ordinances within its jurisdiction to bring forth evidence in a legally sufficient complaint.

Jurisdiction: The COE has jurisdiction to hear complaints related to the following County & comparable municipal ordinances:

- Miami-Dade County Code of Ethics & Conflict of Interest Ordinance- §§ 2-11.1, *et. seq.*
- Political Campaign Activities- § 2-11.1.1
- Ethical Campaign Practices Ordinance, to be timely heard by a hearing examiner before an election, subject to a filing fee- § 2-11.1.1(E)
- Miami-Dade County's Citizens' Bill of Rights
- Employee Protection Ordinance - § 2-56.28.17 (These complaints must be simultaneously filed with the Office of the Mayor)
- Any other County or municipal ordinance that authorizes the COE to exercise its jurisdiction.

Legal Sufficiency: To be legally sufficient, the Complaint must meet the following criteria:

1) The complaint must be against a natural person, not a business entity, non-governmental organization or public organization.
2) The complaint must allege a violation of an ordinance(s) within the jurisdiction of the COE;
3) The allegation(s) must be based substantially on personal knowledge;
4) The complaint must be signed under oath or affirmation by the complaining individual (complainant);
5) The facts alleged in the complaint are sufficient to allege a violation of an ordinance within the jurisdiction of the COE.

Requirements: Complaints must be notarized. COE will not accept anonymous complaints. Improperly completed Complaint Forms will be returned.

All complaints are considered **independent** of one another. Therefore, if you are filing a complaint against multiple Respondents, please use a **separate** Complaint Form for **each** Respondent and provide a **separate** Statement of Facts for each person.

Submittal and Fees: The Complaint Form notarized and substantiated with relevant documents, if available, may be sent via U.S. mail or personal delivery to the Miami-Dade County Commission on Ethics, 19 West Flagler St., Suite 820, Miami, FL 33130. You may also email the Sworn Complaint Form to the Ethics Commission by electronic mail to ethics@miamidade.gov. For submissions by email, please include the word "CONFIDENTIAL" at the beginning of the email subject line.

Miami-Dade County Commission on Ethics and Public Trust
Overtown Transit Village, North Tower-8th Floor East
701 Northwest 1st Ct.
Miami, FL 33136

MIAMI-DADE COMMISSION ON ETHICS & PUBLIC TRUST
COMPLAINT FORM

Although a filing fee is not generally required, complaints alleging a violation of the Ethical Campaign Practices Ordinance will be assessed a filing fee of Three Hundred and One Dollars ($301.00). This fee may be waived upon a finding of indigency.

Statute of Limitations: No action shall be taken on a Complaint filed more than three (3) years after the violation is alleged to have occurred, with the exception of allegations which are subject to a personnel proceeding or the exhaustion of all administrative remedies, in which instance, the statute of limitations will be tolled until the termination of said action(s).

Procedures: All sworn complaints filed with COE will be assigned a number. A copy shall be forwarded to the Respondent within five (5) days after receipt of the Complaint or as soon as practicable thereafter, unless the Complaint is returned to the complainant. An acknowledgement letter will also be sent to the complainant.

The Complaint will be reviewed to determine whether the COE has jurisdiction over the matter and whether the Complaint is legally sufficient. Upon a determination of no legal sufficiency, a recommendation will be presented to the COE for dismissal. An order dismissing the Complaint will be sent to both the Complainant and the Respondent. Upon a determination of legal sufficiency, a preliminary investigation shall be undertaken to determine whether there is probable cause to believe that a violation has occurred. Complainant may be required to speak to COE Staff and/or produce additional documentation in support of your complaint. If during the investigation, evidence of other wrongful act(s) not materially related to the Complaint is discovered, such evidence may result in further investigation, an ethics complaint or other action in accordance with COE Rules. Respondent shall be given an opportunity to respond to the Complaint.

COE Staff will make a recommendation of either probable cause or no probable cause to the COE which may take such action as authorized by its Rules. The COE may, at its discretion, dismiss a Complaint at any stage should it determine that the public interest would not be served by proceeding further.

- If you are complaining that you have been retaliated against pursuant to Employee Protection Ordinance, you must exhaust your administrative or contractual remedies before filing an ethics complaint in accordance with Section 2-56.28.17, Miami-Dade County Code and Section J, COE Rules.
- Ethical Campaign Practices Complaints will be processed on an expedited basis in accordance with Section 2-11.1.1(E), Miami-Dade County Code and Section K, COE Rules. A fee of $301.00, payable by check, credit card or money order, is required for expedited process.

Withdrawal of Complaint: A request for withdrawal shall be in writing and signed by Complainant. A Complaint may be withdrawn for good cause.

Stay of Proceedings: In accordance with COE Rules, complaint proceedings may be stayed at any time prior to the commencement of a public hearing.

Miami-Dade County Commission on Ethics and Public Trust
Overtown Transit Village, North Tower-8th Floor East
701 Northwest 1st Ct.
Miami, FL 33136

MIAMI-DADE COMMISSION ON ETHICS & PUBLIC TRUST
COMPLAINT FORM

Notices: All sworn complaints will be presented to the Ethics Commission. You may be notified of the date when the COE considers probable cause in the complaint you filed. Notice of the probable cause determination hearing will be sent to all Respondents but only to directly affected Complainants. Attendance at the probable cause determination hearing will depend on whether the violation you allege **directly** affects you, ie., you have personally suffered loss or detriment, directly or indirectly, as a result of the Respondent's alleged violation. Upon the COE's entry of a final order, both the Complainant and Respondent will be notified of the final disposition. Pre-probable cause determinations are not noticed.

Confidentiality: The Complaint and all Staff and COE activities, proceedings and documents related to the Complaint are **confidential.** Staff may advise the Complainant or Respondent about the status of the complaint proceeding. Confidentiality may only be waived in writing by the Respondent.

Costs and Attorney's Fees: Pursuant to Section 2-1074(t) of the Miami-Dade County Code and COE Rule of Procedure 3.6, Respondent may petition the COE for the imposition of costs and attorney's fees based on Complainant filing a frivolous and groundless complaint. If the petition is legally sufficient, a hearing shall take place where a determination shall be made on whether the alleged violator/Respondent is entitled to costs and attorney's fees based on the filing of a frivolous complaint.

For additional information on the complaint process, please contact the COE office at (305) 579-2594, or follow the link to the Ethics Commission at http://miamidade.gov

The Ethics Commission is a public entity subject to the Public Record Laws, Chapter 119, Florida Statutes.

/MDP
October 2020

Miami-Dade County Commission on Ethics and Public Trust
Overtown Transit Village, North Tower-8th Floor East
701 Northwest 1st Ct.
Miami, FL 33136

Exhibit "C"
Probable Cause Memorandum

PROBABLE CAUSE MEMORANDUM

To: Miami-Dade County Commission on Ethics and Public Trust

From: Radia Turay, Advocate
Etta Akoni, Staff Attorney

Re: C 22-60-10 (Norman Powell v. Brent Walter Latham)

Date: December 2022

I. Recommendation:

There is **No Probable Cause** to believe that Respondent, Brent Walter Latham, violated Section 2-11.1(g) of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance (hereinafter "Ethics Code"), entitled "*Exploitation of Official Position Prohibited.*"[1]

II. Introduction

Complainant:
The Affiant to this sworn complaint is Norman Christopher Powell (hereinafter "Complainant"). The Complainant is a Florida attorney and has previously worked for North Bay Village in several capacities, including as a code enforcement magistrate, a red-light camera hearing magistrate and, from approximately late 2017 through February 28, 2019, as Village Attorney.

Respondent:
The Respondent is Brent Walter Latham, the Mayor of North Bay Village (hereinafter "Respondent").

Allegations:
The Complainant alleges that the Respondent violated section (g) of the Ethics Code, entitled "*Exploitation of Official Position Prohibited*" on or about August 28, 2021, by using his official position as Mayor to secure a special privilege for others. *See* Complaint attached hereto as "Exhibit A." Specifically, the Complainant alleges that on August 28, 2021, Mayor Latham used his position as Mayor to make North Bay Village sanitation workers search through tons of garbage to look for specific items belonging to a resident on behalf of contractor who mistakenly discarded

[1] Probable Cause exists where there are reasonably trustworthy facts and circumstances for the Miami-Dade County Commission on Ethics and Public Trust ("COE") to conclude that the Respondent violated any County or municipal law or provision over which the COE has jurisdiction. *See* Miami-Dade Commission on Ethics and Public Trust Rules of Procedure 4.12(b).

the items. *See* Exhibit A at Page 2-3. The Complainant also alleges that the unnamed contractor is Mayor Latham's relative. *See* Exhibit A at Page 2.

The Complainant attached copies of the script and photos of an August 28, 2021, Facebook post by the Respondent which appears to be a commendation of the service provided by the Village Sanitation Department and its workers on behalf of a North Bay Village resident. *See* Exhibit A at Page 3.

III. **Procedural History**

1. On September 9, 2022, Complaint 22-55-09 was filed by the Complainant. *See* Complaint 22-55-09 attached hereto as "Exhibit B."

2. On October 12, 2022, during the COE commission meeting, your staff made a recommendation to dismiss complaint (C 22-55-09) for lack of legal sufficiency. *See* Legal Sufficiency memorandum for C 22-55-09 attached hereto as "Exhibit C." Your staff also conveyed to this commission that the complainant sent an email requesting that the Commission stay the dismissal consideration until a pending public records request relevant to the case is satisfied. In open session, this commission unanimously granted the Complainant a stay of the proceedings.

3. This Complaint (C22-60-10) was filed on October 13, 2022. *See* Exhibit A.

4. On October 14, 2022, the Complainant withdrew Complaint 22-55-09. The withdrawal request was received by COE via email and stated that the Complainant wished to proceed on a separate complaint also against the Respondent, which the Complainant had already filed the day prior, on October 13, 2022 (This Complaint). On November 9, 2022, The COE voted unanimously to dismiss the Complaint 22-55-09 pursuant to Complainant's request to withdraw. *See* Signed Public Report and Final Order for Powell v. Latham, C 22-55-09, attached hereto as "Exhibit D."

5. On October 18, 2022, COE staff found legal sufficiency on "the four (4) corners" of complaint C22-60-10.[2] The Legal Sufficiency recommendation memorandum notes that "[t]he difference between this complaint and the previous complaint filed by Complainant against Respondent is that the Complainant alleges that the Mayor used his official position to benefit a *third-party who is a relative* of the Mayor and who allegedly discarded important items in the trash belonging to a resident. The suggestion is that the Mayor interacted, directly or indirectly, with Village staff to correct this mistake for *his*

[2] Legal sufficiency exists where there is an allegation of a violation of an ordinance within the jurisdiction of the Ethics Commission, purportedly committed by an individual within the authority of the Ethics Commission, based substantially on the personal knowledge of the Complainant and filed with the Ethics Commission within three years of the alleged violation. *See* Miami-Dade County Code § 2-1074(a)(1), (x).

relative." (Emphasis added) *See* Legal Sufficiency Determination, C 22-60-10, attached hereto as "Exhibit E."

6. On November 3, 2022, Radia Turay, COE Advocate, filed a "First Motion for Extension of Time to Make a Probable Cause Determination." The COE granted said motion on November 9, 2022.

IV. **Investigation**

The COE investigated the matters addressed in this complaint. As a part of the investigation, this agency interviewed several witnesses and reviewed documents produced by North Bay Village in a public records request. A summary of this investigation is below.

Interview of Meagan Cook, Public Works Superintendent

On October 28, 2022, Megan Cook, Public Works Superintendent for North Bay Village, provided COE staff with a recorded sworn statement regarding her knowledge and involvement in the alleged incident that is the basis of this complaint. In her capacity as Superintendent of Public Works, Ms. Cook is responsible for all field operations of the department's various entities, including sanitation (solid waste), water and sewer, stormwater, maintenance, landscaping.

Per Ms. Cook, all garbage collected in North Bay Village is taken to the Miami-Dade County Central Transfer station located at 1150 NW 20th Street, Miami, Florida, where it is weighed and emptied out of the truck onto open concrete area for further processing. She said the North Bay Village's truck typically carry between 16 and 17 tons of garbage per trip to the transfer station and that this is a mixture of waste from single-family homes, multi-family buildings, and commercial properties or businesses, including an assisted living facility within the Village limits. Ms. Cook believes it to be impossible to search the contents of a garbage truck for a variety of reasons, and such an act is unsafe and unsanitary.

Ms. Cook recalled getting a call from the Respondent on or about August 28, 2021, regarding some items that her team had inadvertently picked up during trash collection that day. Construction workers at North Bay Village single family residence had placed personal documents, including a passport(s), in a black garbage bag for safekeeping to keep them from getting wet and left the bag near the garbage receptacles on the property. Municipal workers misidentified the bag as garbage. According to Ms. Cook, "backyard service" is provided for North Bay Village residents living in single-family homes. Backyard Service is where North Bay Village sanitation workers enter the grounds of a residence, collect any garbage stored in and around designated trash containers, and return the containers to the property.

With respect to her conversation with the Respondent, Ms. Cook said the Respondent advised her

of a situation at the property of a "Mr. Bud" who lived on the 1300 block of Bay Terrace. "He [the Respondent] called me stating that a situation occurred and was there any way that we can help? He just asked me if anything can be done … He never instructed me to search the contents of the truck." Had he done so, Ms. Cook said she would have flatly denied the request "because it's not safe." Ms. Cook said that, at the time she received the call, she advised the Respondent, "I'll see what I can do." She said that unless the workers were still at or near the property, the likelihood of retrieving the items would have been very unlikely.

Ms. Cook said she called the driver of the garbage truck, and he told her that they were already working another portion of the route at "the end of West Drive." Ms. Cook estimated that approximately five new tons of garbage would have been compacted over the garbage retrieved from Mr. Bud's residence earlier in the route. Ms. Cook said she asked the driver to photograph the garbage once it was dumped at the transfer station so that the Respondent could understand the futility of any search. "I called him [the Respondent] back and said, 'Those bags are gone, and they are going to be gone forever.'" Ms. Cook said that she never suggested to the Respondent that her crew would search through the contents of the truck because that was not something she would have permitted.

Ms. Cook received photographs of the garbage once it had been deposited at the transfer station from the driver, as requested, and she shared those photographs with the Respondent. Ms. Cook said she does not have a Facebook account and did not see the Respondent subsequent post until very recently. Ms. Cook was shown a copy of the photograph included with the initial Complaint (C22-55-09, Withdrawn November 9, 2022) and stated that the image depicted the garbage which had been emptied out at the NW 20th Street transfer station in the normal fashion and that nothing out of the ordinary took place.

Ms. Cook subsequently went to Mr. "Bud" Farrey's residence to inform him that the items could not be recovered and that, while there, she spoke to the workers and learned that the lost items included passports and important documents. Ms. Cook said she visited the residence because she believes that customer service is important and that she wanted to deliver this news personally to the resident. Ms. Cook indicated that she has no knowledge as to who the contractor was that was working on Mr. Farrey's property and/or whether the contractor was related in any way to the Respondent.

Interview of Brent Latham, Mayor of North Bay Village

On October 31, 2022, the Respondent, Mayor Brent Latham of North Bay Village, provided a voluntary recorded and sworn statement to this agency regarding his alleged actions as detailed in this complaint (no. C22-60-10). He was accompanied by North Bay Village Attorney Haydee Sera.

The Respondent started the interview by clarifying that North Bay Village has a commission-manager form of government. Under a commission-manager form of government, the Respondent is not allowed to impart orders to village staff. However, there is "an active, explicit

understanding," that he is allowed to communicate with senior staff regarding constituent concerns.

The Respondent indicated that he received a phone call from the owner of the property – Bud Farrey – requesting assistance with items mistakenly picked up by municipal sanitation workers on or about August 28, 2021. The items had been placed in trash bags by workers at the residence. The Respondent understood that the bags contained tools and possibly personal documents. The Respondent stated, "[p]robably I called our Public Works Superintendent and made her aware of the situation and asked her to get involved." The Respondent stated, "I didn't give her any specific instructions" other than to try to help Mr. Farrey. The Respondent did not speak to the driver of the garbage truck. The Respondent did not hear anything back about the incident until he received the two or three photographs of the garbage truck and its contents, as shown in the August 28, 2021, Facebook post. The Respondent said he recalled Ms. Cook later telling him, directly or indirectly, that "We looked for it and couldn't find it."

The Respondent said the photographs made an impression on him and caused him to believe that some effort had been made to recover the lost items. The Respondent did not say that Ms. Cook told him explicitly that this was the case. Still, the Respondent said he felt that North Bay Village employees "had gone above and beyond" and that he wanted to share this in a post. The Respondent said he also received a follow-up call from Mr. Farrey expressing his appreciation.

The Respondent stated that he was only contacted by Mr. Farrey to request assistance. The Respondent stated, "I don't know who the contractor in question was. I have no idea, nor do I have any relative who worked on his home. But this accusation, made under oath by Mr. Powell, is completely false. It's a lie." The Respondent said he has a brother who is an architect and that he has no knowledge that his brother was in any way involved with the work being done on the Farrey property.

The Respondent confirmed that he wrote the post in question dated August 28, 2021. The Respondent said he based his post on the photographs and limited information provided either by text message or phone calls. The Respondent said he did not intend for any part of his post to be misleading but stated: "Looking at it in retrospect ... this wasn't meant to be a legal description of what happened." He said that if he realized his post would be scrutinized and subject to legal examination, he may have been more careful. The Respondent provided a letter to your staff and asked that the letter be provided to this commission. *See* Letter from Brent Latham to the Miami Dade Commission on Ethics and Public Trust, attached hereto as "Exhibit F."

Interview of John "Bud" Farrey

On November 1, 2022, John "Bud" Farrey was interviewed by phone by this agency regarding this complaint. Mr. Farrey has lived at 1315 Bay Terrance, North Bay Village, Florida for 46 or 47 years. Mr. Farrey stated that in August of 2021, a long-time friend of his, Gary Crews, who is also a contractor helped him to paint an exterior wall. Mr. Crews sent "a couple of laborers" to pressure

wash the wall prior to painting, but because it started raining, the laborers placed some personal items in a plastic bag and left it "under the eaves, near the garbage, not knowing it was a garbage pick-up day." Mr. Farrey said that the workers were very upset because "some of the day laborers keep their lives in a bag."

Mr. Farrey said he called the Respondent and asked, "if there was anything he could do," and that the Respondent put him in touch with Meagan Cook, the Superintendent of Public Works. Ms. Cook later contacted him and stated that they tried to recover the items but were unsuccessful. He said he was under the impression that sanitation workers looked but didn't find anything.

With respect to Gary Crews, the contractor, Mr. Farrey stated that he has known Mr. Crews for 35 years and that at no time has Mr. Crews stated that he was in any way related to the Respondent. Mr. Farrey further advised that the Respondent never told him that he was related to Mr. Crews.

Review of North Bay Village Records Responsive to COE's October 31, 2022 Public Records Request

On October 31, 2022, the COE filed a public records request with North Bay Village requesting copies of any construction permits issued for 1315 Bay Terrace, North Bay Village, Florida 33141 in the past two years. On November 3, 2022, the COE received items responsive this request. The totality of these records consisted of two (2) permit applications. The first permit application is dated May 20, 2021 and was requested by Seaview Building Solutions of Pompano Beach for the replacement of windows and a door. The second permit, dated December 2, 2021, was requested by Tobin Construction of Miami for exterior residential painting. Included with the records produced was a contract for the latter job which was dated December 1, 2021.

Interview of Keneth Tobin, owner of Tobin Construction Company

On November 7, 2022, COE staff spoke with Keneth Tobin, the owner of Tobin Construction Company, to clarify whether Tobin was in any way related to the Respondent. Mr. Tobin responded: "I am not related to the mayor of North Bay Village. I don't even know the mayor's name." Moreover, Mr. Tobin could not recall the details of the project in question at the home of Mr. Farrey.

Interview of Gary Crews, principal of G Crews & Associates

On November 7, 2022, COE staff contacted G Crews & Associates of Hollywood, Florida to speak to the company's principal and a state-registered general contractor, Gary Crews. However, Mr. Crews' partner ("George") stated that he and Mr. Crews know Mr. Farrey very well and that for many years they have purchased lamps and equipment from his company, Farrey's Lighting, Bath and Decorative Hardware. George said he would ask Mr. Crews to contact the COE when he returned to work the following day. Moreover, George indicated that Mr. Crews has never mentioned any relation to the mayor of North Bay Village.

On November 8, 2022, COE staff interviewed Mr. Gary Crews by phone. Mr. Crews informed

COE staff that his firm did assist Mr. Farrey with a project at his home in North Bay Village. Mr. Crews had no detailed knowledge about the events, as alleged in the Complaint, except that he, himself, is in no way related to the mayor of North Bay Village. Mr. Crews indicated that he was just helping Mr. Farrey with a small job at Mr. Farrey's request and that he was not involved as a contractor.

Interview of Brian Velasco, Sewer Utility Worker

On November 14, 2022, Brian Velasco, a sewer utility worker for North Bay Village, provided a sworn statement to this agency. Mr. Velasco advised he has worked for the city for more than twenty-two (22) years, all of them with the North Bay Village Sewer Department. Mr. Velasco possesses a Florida commercial driver's license and sometimes drives North Bay Village garbage vehicles when sanitation workers are out sick or taking leave.

On August 28, 2021, Mr. Velasco was filling in for a North Bay Village garbage driver. Mr. Velasco recalled getting a call from Public Works Superintendent, Meagan Cook, advising him that construction worker(s) had inadvertently lost items placed in a garbage bag at a home on the 1300 block of Bay Terrace. Mr. Velasco received the call sometime after the truck had stopped by the residence and garbage from subsequent stops along the route had been picked up and compacted by the vehicle.

"I told her [Ms. Cook] that we passed by the house, and she said, 'Keep an eye out if you see anything in the hopper." Mr. Velasco was advised that the items were placed in a black trash bag resembling the multitude of such bags already collected. Mr. Velasco stated that he felt that there was little likelihood of locating the items. Mr. Velasco indicated that he looked in the back of the hopper to see if there might be anything identifiable as the missing items but did not find anything. "I took a quick look back, and I didn't see anything, just garbage," Mr. Velasco said. Mr. Velasco stated that he did not conduct any further search because the items had already been "compacted and compressed."

When Mr. Velasco finished the route and arrived at the transfer station on NW 20th Street, he emptied out the contents of the garbage truck in the usual fashion, by dumping it out on the floor where it would be removed for further processing. Mr. Velasco said he knew it was pointless to try and search the pile of garbage on the floor in the transfer facility. Mr. Velasco said he took photographs and shared them with Ms. Cook just to show her that there was no way to locate the items.

When asked if he was told who had lost the items, Mr. Velasco said that, to his knowledge, he only knew that the items belonged to "some workers." Mr. Velasco said that he had no communication with North Bay Village Mayor Brent Latham regarding this matter and that he is in no way related to Mr. Latham. Mr. Velasco said that he has, on occasion, received calls regarding items that residents may have discarded, usually furniture. He said that in such instances, there is little that can be done because everything entering the hopper is crushed and compacted.

Interview of Norman Powell, Complainant

On November 16, 2022, Norman Powell, the affiant to this sworn complaint, provided a voluntary sworn statement to this agency. Mr. Powell stated that he has previously worked for North Bay Village in several capacities, including as a code enforcement magistrate, a red-light camera hearing magistrate and, from approximately late 2017 through February 28, 2019, as Village Attorney. Mr. Powell acknowledged that since the end of his tenure as Village Attorney, his relationship with present North Bay Village officials has been largely adversarial. Mr. Powell noted that a complaint was filed against him with the Florida Bar Association, presumably by North Bay Village officials. Mr. Powell said he considered the Bar complaint to be inaccurate and "malicious." The bar complaint preceded Mr. Powell's filing of multiple ethics complaints against the North Bay Village Mayor, the Respondent, Brent Latham.

Mr. Powell was advised that the COE investigation to date had not yielded any corroboration of the allegation stated in his complaint, which stated that the Respondent had stopped the garbage truck and ordered its contents be searched on behalf of a relative. Mr. Powell was asked for any direct knowledge as to the identity of either the owner of the home who had reported the items missing or the identity of the contractor who was involved in the incident on August 28, 2021, that resulted in a social media posting by the Respondent. In response, Mr. Powell stated "I don't have any direct knowledge."

However, Mr. Powell added that he had received information from several North Bay Village sanitation workers and a number of North Bay Village residents who advised him as to the alleged relationship between the Respondent and the contractor. Mr. Powell claimed that the city workers requested anonymity and that he was not at liberty to provide the identity of the residents without first seeking their permission. Mr. Powell said his sources assured him two things: first, that the homeowner was "very powerful" and influential around North Bay Village city hall, and second that the contractor was the Respondent's brother.

Mr. Powell stated that he spoke to three (3) city sanitation workers after they approached him at his office, which is located in the same building as North Bay Village city hall. Mr. Powell claimed that the sanitation workers were very concerned about retaliation. Per Mr. Powell, "when I spoke to them, I had to leave my office and go to an alleyway to have this conversation."

Mr. Powell said the workers came to visit him about two to three weeks before his initial complaint, which was withdrawn, around late August or early September of 2022. Mr. Powell stated that he had not reached out to anybody in the Village's government to inquiry about the incident. Mr. Powell described the workers as three African American men and one of them identified himself as the driver on the date in question (August 28, 2021).

Per Mr. Powell, the men took exception to being asked to sift through piles of garbage, described the situation as being out of the ordinary, and that they too believed that the mayor had called in a

favor on behalf of a relative. Mr. Powell said the men indicated "they were upset about being put in that position." Mr. Powell said "I don't know these people from Adam, I've never seen them around ... I couldn't pick them out of a lineup."

Mr. Powell was asked if he had knowledge that the garbage on that day was handled in any manner that was unusual or inappropriate and he replied, "That's a good question." Mr. Powell said he consulted individuals familiar with the solid waste disposal process and believed that it would have been inappropriate for the garbage to be searched at a waste transfer station, as suggested by the Respondent's post on Facebook.

COE staff asked if Mr. Powell would attempt to contact the sanitation workers and other sources, Mr. Powell said he would attempt to do so but indicated that the workers, in particular, would be unlikely to cooperate. With respect to his other sources, Mr. Powell related that several individuals shared the Respondent's post with him at or about the time of the post in August 2021. But Mr. Powell did not consider filing an ethics action at that time. Mr. Powell claims those sources indicated that the individual who owned the property was "well-connected to the mayor and the contractor was related to the mayor."

Mr. Powell said he did not mean to be "cryptic" by not naming names. Though Mr. Powell admits that he relied on their information to provide the narrative in his complaints, he also admits he had some misgivings since he did not have any corroboration beyond what he had been told. Mr. Powell claims he made a public records request to attempt to obtain additional information that would support the allegations featured in his complaint(s). Moreover, Mr. Powell claimed, he was advised that the complaint would be more viable if the Respondent was acting on behalf of a family member.

Mr. Powell was asked if he was familiar with an individual named John "Bud" Farrey and he stated that he believed this was the owner of a lighting company and that he had served on the North Bay Village Planning and Zoning Board. After being advised that Mr. Farrey was the owner of the residence in question, Mr. Powell stated that he believed that Farrey was, in his view, somebody who was "politically connected" and who fit the description provided to him by his sources. Mr. Powell was asked if he was familiar with a contractor named Kenneth Tobin and he replied that he was not. Mr. Powell was asked if he was familiar with another contactor named Gary Crews and he replied that he was not. Mr. Powell was advised that both were interviewed as part of the inquiry and that neither acknowledged any relationship with the Respondent. In fact, neither claimed to know the Respondent by name.

Mr. Powell stated that he was aware that the Respondent had a brother who was an architect. COE staff conducting the interview advised Mr. Powell that the Respondent's brother was not involved with the property on or about the date in question.

After the statement, Mr. Powell provided the following names of individuals who shared

information with him about the facts which underlay this complaint: former North Bay Village Commissioner Laura Cattabriga, Mitch Eddelstein, Ana Watson.

Interview of Mitchell H. Edelstein

On November 21, 2022, COE staff spoke with Mitchell H. Edelstein by phone and inquired if he possessed any information relevant to this matter. Mr. Edelstein instead discussed a previous case from the early 2000s in which he said a former North Bay Village commissioner (Dave Fleischman) was charged criminally in connection with a phone call he allegedly made relating to garbage pick-up at his residence. Mr. Edelstein said, with respect to the issues under review, that he had no direct knowledge as to the facts and circumstances of the alleged incident on August 28, 2021. Specifically stating, "I didn't see it." "I just heard bits and pieces of it. I'm hearing through the grapevine maybe [the contractor] was [the mayor's] brother. But I don't know." Mr. Edelstein believed the Complainant might have additional information.

Interview of Ana Watson

On November 21, 2022, COE staff spoke with Ana Watson by phone and inquired if she possessed any information relevant to this matter, specifically the August 28, 2021 Facebook post by the Respondent regarding the items inadvertently discarded from a residence by sanitation workers. Ana Watson responded that: "I don't know anything about that incident. This is the first time I've heard about it, what you're telling me now..." Moreover, Ana Watson indicated that she "never discussed this [incident] with Normal Powell."

Interview of Laura Cattabriga, former North Bay Village Commissioner

On November 21, 2022, COE staff contacted former North Bay Village Commissioner Laura Cattabriga by phone to inquire if she had any information pertaining to the subject incident on August 28, 2021. Ms. Cattabriga advised that she didn't have any "first-hand knowledge" and she could only share information that she had heard from other members of the community, specifically, that the owners of the property involved in this incident were "Bud" and Maria Farrey and that a contractor involved with the situation may have been the mayor's brother. Ms. Cattabriga advised that she did speak to Norman Powell about the matter, although she couldn't recall exactly when. Ms. Cattabriga said she believes she spoke to him about it prior to his filing the ethics complaint. Ms. Cattabriga was asked if she was willing to provide a formal statement to this agency and she stated that, while she would be willing to do so, she noted that: "We're all neighbors and things get discussed, but I want to make it clear that I don't have any first-hand knowledge. This is really just neighborhood gossip."

With respect to Mr. Farrey, Ms. Cattabriga did note that he was a long-time North Bay Village resident who was active in municipal affairs, having served for many years on the planning and zoning board. She further suggested that Mr. Farrey may have made campaign contributions to the Respondent.

V. Applicable Law

Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, Section 2-11.1(g), entitled "**Exploitation of Official Position Prohibited**" states: No person included in the terms defined in subsection (b)(1) through (6) and (b)(13) shall use or attempt to use his or her official position to secure special privileges or exemptions for himself or herself or others except as may be specifically permitted by other ordinances and resolutions previously ordained or adopted or hereafter to be ordained or adopted by the Board of County Commissioners.

VI. Analysis

Section 2-11.1(a) of the Ethics Code provides that the Ethics Code sets minimum standards of ethical conduct and that its provisions are applicable to all municipal governments within Miami-Dade County, including Town of North Bay Village. The Respondent in this case is the Mayor of the North Bay Village. As Mayor, he is a covered party pursuant to Section 2-11.1 (b)(1) of the Ethics Code which applies to members of County and municipal elected legislative bodies. Section (g) of the County Ethics Code prohibits elected officials from using their official positions to secure a special benefit for themselves or others. *See* Miami-Dade County Code at Sec. 2-11.1(g).

In this case, the alleged special benefit the Respondent secured for another person was the interruption of North Bay Village trash operations and the subsequent manual search of tons of garbage collected inside a North Bay Village garbage truck to locate personal articles at the request of his relative. Ultimately, COE investigation and interviews of the parties directly involved in the alleged incident, including but not limited to, Megan Cook (Public Works Superintendent for North Bay Village), Brian Velasco, (North Bay Village sewer utility worker who drove the garbage truck on August 28, 2021 and who took the photos used in the Respondent's Facebook post), John "Bud" Farrey (North Bay Village resident who contacted the Respondent to request assistance with the lost items), and the Respondent, illustrate that the Respondent did not order North Bay Village sanitation employees to halt operations and haphazardly search tons of trash to provide a find items mistakenly discarded by a contractor who is alleged to be related to him.

Rather evidence discovered through the COE investigation and interviews showed that on August 28, 2021, the Respondent was contacted by Mr. Farrey who asked for assistance in retrieving some personal items that belonged to construction laborers, who were employed by his painting contractor Gary Crews, that had been mistaken taken during trash collection from Mr. Farrey's home. The Respondent contacted Ms. Cook to facilitate resolution of the problem. It should be noted that North Bay Village is a Commission-Manager form of municipal government, and the Respondent cannot give orders to staff. However, as Ms. Cook is the Public Works Superintendent, the Respondent is permitted to discuss constituent concerns with Ms. Cook and other senior Village staff.

The Respondent asked Ms. Cook to assist Mr. Farrey, if she could. In response, Ms. Cook called Mr. Velasco to see where the garbage truck was on its daily route and to determine how much additional trash had been collected since the truck left the area of Mr. Farrey's residence. After hearing that the trash truck was almost done with its scheduled route for the day and many

additional tons of trash had been compacted into the truck, Ms. Cook determined that there was no way to safely search the massive amounts of trash collected that day to find the missing items. Ms. Cook then visited Mr. Farrey's home to personally inform him that the lost items could not be recovered. Ms. Cook next called the Respondent to inform him that the lost items could not be recovered. Ms. Cook also shared photographs with the Respondent that were sent to her from Mr. Velasco. The photographs illustrated the regular procedure of emptying the contents of the trash truck onto the floor of the Miami Dade County Transfer station for processing. Ms. Cook stated that she sent the Respondent the photographs to illustrate the impracticality of searching for a non-distinct black garbage bag in seventeen (17) tons of garbage with similar black trash bags. While Ms. Cook's statement may have been misinterpreted by the Respondent, Ms. Cook never told anyone that seventeen (17) tons of garbage had been searched in an effort to find the missing items, as that did not happen.

Moreover, the COE investigation and interviews revealed that the lost items belonged to a contractor's laborer working at the Farrey residence. Lastly, the COE investigation uncovered that the contractor working on the Farrey residence on the date of incident, Gary Crews, is of no relation and is not connected to the Respondent in any way.

This Commission has previously opined that a benefit, exemption, or privilege is special when it is procured solely as a result of the position of the government official or employee involved in the procurement and is not available to others in the same fashion. *See* RQO 00-15(An Executive Assistant to the County Manager was permitted to serve on the Board of Directors of Habitat for Humanity of Greater Miami so long as he did not disclose confidential information acquired through his position or use his position to help the non-profit achieve a privilege or exemption that would not be available to other organizations). In this case, the Respondent's actions, specifically connecting a Village resident to the Public Works Superintendent, was not a privilege or exemption that is not be available to others. Presumably Ms. Cook would have been equally available to Mr. Farrey, and any other resident of North Bay Village, through direct contact or any other North Bay Village commissioner. Moreover, the actions of the Respondent appear more aligned with his role as a Village mayor, as he appears to be providing customer service to Village residents.

Furthermore, it should be noted that the sole difference between the Complainant's initial complaint on this matter (C22-55-09) and the instant complaint (C22-60-10) is the allegation that the Respondent's brother was the contractor who benefited from the Respondent's actions. This allegation was not substantiated by the evidence found in the COE investigation. The COE investigation uncovered that the contractor working on the Farrey residence on the date of incident, Gary Crews, is of no relation to the Respondent and is not connected to the Respondent in any way. Mr. Powell admitted in his sworn statement to this office that he was advised that the complaint would be more viable if the Respondent was acting on behalf of a family member. This change to the Complainant's allegations to fit the specified error in a prior complaint is illustrative of the lack of evidence in the instance case to substantiate probable cause. Further, investigation of this complaint did not reveal any evidence that the respondent used his position to make North Bay Village sanitation workers search through tons of garbage to look for an item that was mistakenly discarded by his relative.

VII. **Conclusion**

Accordingly, based on the investigation conducted, **No Probable Cause** exists to conclude that Respondent, Brent Walter Latham, violated Section 2-11.1(g) of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, entitled "*Exploitation of Official Position Prohibited.*

MIAMI-DADE COUNTY
COMMISSION ON ETHICS AND PUBLIC TRUST

NORMAN C. POWELL,

Complainant, Complaint No.: C22-60-10

v.

BRENT WALTER LATHAM,

Respondent.

_____/

PETITIONER'S MOTION TO DISMISS RESPONDENT'S PEITION FOR SANCTIONS

Petitioner, Norman C. Powell, by and through is undersigned attorney hereby files this Motion to Dismiss Respondent's Petition For Sanctions and states as follows:

1. On or about, February 22, 2023, Alhadeff filed Respondent's Petition For Sanctions and Attorney's Fees ("Petition") on behalf of its purported client, Brent Latham ("Latham").

2. The Petition seeks attorneys' fees for allegedly the filing of a frivolous Ethics Complaint against Latham.

3. However, the Probable Cause Memorandum ("Memorandum") prepared by the Staff Attorney and Advocate for the Commission on Ethics and Public Trust specifically included the testimony of individuals that substantiated the allegations contained in the Ethics Complaint against Latham.

4. Further, there was no finding or conclusion in the Memorandum or by the Ethics Commission pursuant to Section 2-1074(t), Miami-Dade County Code, that "the complaining party filed a frivolous or groundless complaint as defined in Section 57.105. . ."

5. As such, there is no jurisdiction or legal basis for this Commission to consider the Petition and to permit Latham to engage in an after-the-fact re-investigation.

6. Attached is Complainant's Response To Respondent's Petition For Sanctions and Attorneys' Fees ("Response").

7. The Response is also incorporated in support of this Motion to Dismiss as follows:

Respondent's Petition Should Be Dismissed Because The Amended Complaint C22-60-10 ("Complaint") Was Not Legally Frivolous

A. Background

On October 13, 2022, Complainant filed the Complaint with the Miami-Dade County Commission on Ethics and Public Trust ("Commission") alleging, among other things, that

> Latham violated Section 2-11.1(g) because he used his official position to secure a special privilege for others, the unnamed resident and contractor. Also, the unnamed contractor is Mr. Latham's relative."

Prior to amending the Complaint, Complainant discussed the additional allegations that would be included in the Complaint with Commission staff, including that several people had informed him that the unnamed contractor involved was the Respondent's brother. In addition, Complainant also sought to obtain additional information from North Bay Village ("Village") regarding this matter and served a Public Records Request to the Village for the identities of the unnamed resident and unnamed contractor that were mentioned in the Respondent's social media post. In response, the Village informed the Complainant that there were no responsive public records. However, the Village's response to the Complainant's request appears to be contrary to the readily available information revealed in the Commission's investigation. In any event,

Complainant ultimately filed the Complaint *because the allegations contained in the Complaint were true and correct to the best of his knowledge* when it was filed.

It is noteworthy that the Commission's resulting investigation revealed that the unnamed resident involved was indeed politically connected. The resident served on the Village's Planning and Zoning Board and was a contributor to the Respondent's Mayoral campaign.[1] Ultimately, the Commission's investigation also concluded that the Respondent was not related to the unnamed contractor. That singular finding is the gravamen of the Respondent's Petition.

B. LEGAL ARGUMENT

The Commission's Mission Statement ("Mission"), legislative purpose, and intent is included in Sec. 2-1067, **Legislative intent and purpose**, of the Miami-Dade County Code which specifically states:

> The Board of County Commissioners ("County Commission") finds that the integrity of both the governmental decision making process and the process whereby candidates are elected is essential to the continued functioning of an open government. In order to ensure the integrity of these processes and restore public confidence in government, the County Commission finds it necessary to create the Ethics Commission. The purpose of the Ethics Commission is to serve as the guardian of the public trust by, among other things, educating the public, candidates for elective office, elected and appointed officials and other public servants as to the required standards of ethical conduct and enforcing those standards of conduct. It is not the intent of the County Commission that the Ethics Commission serve as a personnel board resolving personnel matters involving County and municipal employees.

[1] The investigation also revealed that the Respondent falsely informed the public that the Village's "sanitation workers, led by Superintendent Meagan Cook, **stopped** and **pulled over the truck and dumped the garbage to search through it for the missing items**." The Commission's investigation revealed that none of the Respondent's factual statements occurred.

In order to carry out its Mission, the Commission ***seeks the public's assistance*** in identifying unethical conduct and other forms of public corruption in Miami-Dade County and all 34 municipalities (emphasis added). As such, the Commission's Complaint form simply requires that the Complainant swear or affirm that the facts set forth in a complaint are true and correct *to the best of [my] the complainant's knowledge*.

In order to protect against abuse, Sec. 2-1074(t) provides that in any case in which the Commission determines that the complaining party filed a frivolous or groundless complaint as defined in Section 57.105, Florida Statutes, the Commission shall order the complaining party to pay any costs and attorney's fees incurred by the Ethics Commission and/or the alleged violator. It is well settled that frivolous means no legitimate legal or factual support. Therefore, to reconcile its Mission and to encourage the public's continued assistance in reporting potentially unethical conduct, the Commission must find **by clear and convincing evidence that the petitioner knowingly made a false statement or allegation** in order to sanction a complainant (emphasis added). Accordingly, the Commission's Complaint Form ("Form") is consistent with this standard. The Form simply requires the Complainant complete the following (emphasis added):

> OATH:
>
> I, _____, do swear or affirm
> that the facts set forth in the foregoing complaint
> & attachments are true and correct *to the best [of] my knowledge*.
>
> _____
> Signature of Complainant/Affiant

Courts that have construed verifications based on knowledge and belief and fails to show that the affiant had personal knowledge[2] of the matters stated in the complaint, the trial court cannot consider the verified complaint as a basis for the entry of summary judgment. *See Houk v. PennyMac Corp*., 210 So. 3d 726 (Fla. 2nd DCA 2017), citing *Ballinger v. Bay Gulf Credit Union*, 51 So. 3d 528 (Fla. 2d DCA 2010); *Colon v. JP Morgan Chase Bank, N.A*., 162 So. 3d 195 (Fla. 5th DCA 2015); *Lindgren v. Deutsche Bank Nat'l Trust Co*., 115 So. 3d 1076 (Fla. 4th DCA 2013) (finding a verification based on "information and belief" to be insufficient for purposes of summary judgment), *accord Morales v. ICI Paints(Puerto Rico), Inc*., 383 F. Supp. 2d 304 (D.P.R. 2005) (the phrase "to the best of his knowledge" is not sufficient to represent personal knowledge as required by Fed. R. Civ. Proc. 56(e).

Moreover, several cases have held that the phrase "to the best of my knowledge" when used in affidavits suggests a level of uncertainty. See *Pelayo v. J.J. Lee Mgmt Co., Inc.*, 94 Cal. Rptr. 3d 502 (Ct. App. 2009); *Katelaris v. County of Orange*, 112 Cal. Rptr. 2d 556 (Ct. App. 2001). The Supreme Court of Alabama stated in *Board of Water and Sewer Commissioners v. Spriggs*, 146 So. 2d 872 (Ala. 1962), that when an affiant uses the phrase "true to the best of his knowledge, information and belief," the statement "means nothing 'more than the affiant believes the allegations of the bill to be true, though he has neither knowledge nor information of their truth,' and 'an affidavit of belief in their truth simply amounts to nothing.'" Likewise, the Supreme Court of Vermont made this same point in Vermont Department of Social Welfare v. Berlin Development Associates, 411 A.2d 1353, 1355 (Vt. 1980), when it stated: "[T]he phrase

[2] Black's Law Dictionary (10th ed. 2014) defines "personal knowledge" as knowledge gained through firsthand observation or experience, as distinguished from a belief on what someone else has said.

to the best of means "as far as I know, but I may not have all necessary information.' This is not personal knowledge."

Applying the foregoing to this matter, the Petition should be dismissed. Prior to filing the amended complaint several individuals *personally* informed Complainant that the unnamed contractor was the Respondent's relative (brother). The fact that some of those individuals have retracted or refused to confirm their conversations with the Complainant on the record during the Commission's, after filing, investigation cannot be the basis of a determination of whether that the amended Complaint was frivolous when it was filed.[3]

In any event, at least two individuals confirmed that serval people in the community believed the unnamed contractor was related to the Respondent. Specifically, the interviews of North Bay Village Residents Edelstein and Cattabriga confirm the same. In his interview, Edelstein stated that:

> I just heard bits and pieces of it. I'm hearing through the grapevine maybe [the contractor] ***was [the mayor's] brother***. But I don't know (emphasis added).

Likewise, Ms. Cattabriga also stated that:

> she had heard from other members of the community specifically, that the owners of the property involved in the incident were "Bud" and Maria Farrey and that the contractor involved with the situation ***may have been the mayor's brother*** (emphasis added).

At minimum, Ms. Cattabriga and Mr. Edelstein's confirmation *on the record* that there may have been a widespread belief in the Village that the unnamed contractor referenced in the

[3] As noted in Complainant's interview and discussions with the Commission's staff, it should not be of any surprise that the sanitation workers and other residents would avoid getting involved in any matter involving the Respondent and are fearful of retribution based on North Bay Village's recent history of retaliatory conduct under the Respondent's tenure as Mayor. Indeed, Respondent has a demonstrable history of using social media to defame, malign and attack anyone who he perceives as a detractor.

Respondent's post was his brother is clearly sufficient to refute the Respondent's claim that the Complaint was legally frivolous. Therefore, on its face, the Respondent Petition is frivolous.

CONCLUSION

The Petition should be dismissed because the amended Complaint was not legally frivolous. Further, the Petition should also be dismissed because it would only serve to chill or stifle public complaint process, which is contrary to the Commission's Mission that encourages the County's citizens who have limited investigative resources, to report conduct that they have a good faith belief, *to the best of their knowledge*, may be unethical and or corrupt for investigation.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of July, 2023, I electronically served the foregoing on Rachelle Ross, the Clerk of the Miami-Dade County Commission on Ethics and Public Trust (rachelle.ross@miamidade.gov) and Mark Alhadeff, Esq, (mark@alhadefflaw.com), 11900 Biscayne Boulevard, Suite 289, North Miami, Florida 331381.

/s/ *Neil D. Kodsi*
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RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE PAYMENT FOR LEGAL SERVICES RELATING TO THE LEGAL DEFENSE OF MAYOR BRENT LATHAM BEFORE THE MIAMI-DADE COUNTY COMMISSION ON ETHICS AND PUBLIC TRUST; AUTHORIZING ADDITIONAL PAYMENTS IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on or about October 13, 2022, an ethics complaint was filed by former Village Attorney Norman Powell with the Miami-Dade County Commission on Ethics and Public Trust (the "COE"), which assigned the complaint case number C-22-60-10, relating to an alleged violation by Mayor Brent Latham of North Bay Village (the "Village") of section 2-11.1(g) of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, entitled "Exploitation of Official Position Prohibited" (the "Ethics Proceeding"); and

WHEREAS, in December 2022, the COE issued its Probable Cause Memorandum recommending that no probable cause be found and on February 2, 2023, the COE Board entered an order finding no probable cause to believe that Mayor Latham violated section 2-11.1(g) and dismissing the case against Mayor Latham; and

WHEREAS, Mayor Latham has requested reimbursement/payment of the legal fees incurred by him in the defense of the Ethics Proceeding; and

WHEREAS, after careful review and consideration, the Village Commission has determined to reimburse Mayor Latham in an amount not to exceed budgeted funds for his attorney's fees and finds that the Ethics Proceeding arose from (1) the performance of his official duties and (2) while serving a public purpose; and

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

WHEREAS, pursuant to Section 166.241(5), Florida Statutes, the Village Commission may amend a budget at any time within a fiscal year; and

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

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

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

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

Section 2. Authorization. That the Village Commission hereby authorizes the payment of $10,735 to the Orolofsky Law Firm, P.L. and $12,000 to Alhadeff & Rousso Law, P.A. for the Mayor's legal defense in the Ethics Proceeding.

Section 3. Additional Fees. That the Village Commission hereby authorizes the Manager to approve (without further Commission approval or action) additional, future payments for the Mayor's legal defense in the Ethics Proceeding in an amount not to exceed budgeted funds. In the event that the Miami-Dade Commission on Ethics and Public Trust orders Mr. Powell to pay the Mayor's legal defense fees, the Mayor shall remit the fees he is awarded and collects from Mr. Powell to the Village to cover the fees and costs expended by the Village.

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 "A" attached hereto and incorporated herein.

Section 5. Implementation. That the Village Manager and Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

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

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

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

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Budget Amendment Form

Department	Village Commission	Date	1/16/2024
Fund(s) to be changed: General Fund			

GL Account	GL Line Item	Transfer to:	Transfer from:
001.11.511.3102	Other Legal Fees	$ 25,000.00	
001.00.389.3891	Appropriation of Unreserved Fund Balance	$ -	$ 25,000.00
TOTAL (Columns must be equal)		**$ 25,000.00**	**$ 25,000.00**

Description:

Increase Village Commission - Other Legal Fees to $50,000 for the Mayor's Legal Fees

ITEM NO. 14.C

North Bay Village
Recommendation Memorandum

DATE: January 16, 2024

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Discussion and Status Update on the 7918 West Drive Project

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RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None