NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING
PUBLIC MEETING NOTICE

Tuesday, September 16, 2025 at 6:30 PM
1666 Kennedy Causeway, #101, North Bay Village, FL 33141

(In-person and virtual via Zoom. See below for details)

Zoom

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: 891 2658 3746
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)
Zoom Meeting ID: 891 2658 3746
Tuesday, September 16, 2025
6:30 PM

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

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

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

2. Order of Business

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

4. Open Forum

5. Approval of Commission Minutes

5.A. Approval of the Following Meeting Minutes - Village Clerk, Alba L. Chang
06.17.2025 - Minutes Draft
07.15.2025 - Minutes Draft
07.24.2025 - Minutes Draft
08.20.2025 - Minutes Draft

6. Village Commission's Report

7. Village Attorney's Report

8. Village Manager's Report

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

8.A. Communications & Special Events Report (August 2025)
August2025CommunicationsReport.pdf

8.B. Code Enforcement Report (July & August 2025)
July 2025 CM-Code Report.pdf
August 2025 CM-Code Report.pdf

8.C. Traffic Enforcement Report (August 2025)
Monthly Traffic Report (August 2025).pdf

9. Village Clerk's Report

9.A. Village Clerk Report for July and August of 2025
PRR Log - July
PRR Log - August
Advisory Board Attendance - July

10. Consent Agenda
A. Staff Items
B. Proclamation/Award/Village Key Requests

10.A. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING EXPENDITURES AND APPROVING AND AUTHORIZING PAYMENTS RELATED TO THE GROUNDBREAKING OF THE VILLAGE'S COMMUNITY CENTER IN THE AMOUNT OF $53,305.91; PROVIDING FOR IMPLEMENTATION; AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025, TO APPROPRIATE FUNDS FOR COMMUNITY CENTER PROJECT RELATED EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission ratify the $53,305.91 of expenditures associated with the Community Center Groundbreaking Event and approve and authorize payment of a pending invoice.

Reso Ratifying Expend. Community Center Groundbreaking
Reso Exhibit A - Groundbreaking Expenses.pdf
Budget Amendment - Capital Projects-Community Center.pdf

10.B. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH MIAMI-DADE COUNTY FOR FIRE RESCUE STATION 27 AT THE NEW VILLAGE HALL/PUBLIC SAFETY COMPLEX; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission adopt the Resolution to Approve a First Amendment to the Development Agreement with Miami-Dade County for the Fire Station at Village Hall.

Resolution - 1St Amendment to DA with MDC - VH.DOCX
Reso Exhibit A - 1 to DA with County for Fire Station.DOCX

10.C. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE PURCHASE OF LAW ENFORCEMENT COMPUTER AIDED DISPATCH (CAD), RECORD MANAGEMENT (RMS), AND MOBILE PLATFORM SYSTEM SERVICES FROM ORACLE AMERICA, INC. IN AN AMOUNT NOT TO EXCEED $247,761.20 FOR THE FIRST YEAR OF THE SERVICES UTILIZING FEDERAL POLICE FORFEITURE FUNDS AND AN AMOUNT NOT TO EXCEED BUDGETED FUNDS FOR FUTURE FISCAL YEARS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025, TO APPROPRIATE FEDERAL FORFEITURE FUNDS FOR POLICE DEPARTMENT EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON (DEPUTY CHIEF OF POLICE, SAMUEL BEJAR)

It is recommended that the Village Commission adopt the resolution to ratify the purchase of a new CAD/RMS system and appropriate federal forfeiture funds for the same.

Resolution Oracle CAD Police Software.DOCX
Exhibit A
Exhibit B
Exhibit C
Exhibit D
Reso Exhibit E - BA PD FEDERAL FORFEITURE.pdf

10.D. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF THE REAL PROPERTY LOCATED AT 7501 NORTHEAST 3RD PLACE, MIAMI, FLORIDA 33138; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission authorize the Village Manager to purchase the real property located at 7501 Northeast 3rd Place, Miami, Florida 33138 for a purchase price of $2,900,000.00.

Resolution - 7501 NE 3 PL - PW & SW Maintenance Site.DOCX
Exhibit A-PSA 7501 NE 3 PL Contract & Addendum 08-01-2025.PDF

10.E. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RESCINDING RESOLUTION NO. 2025-070; FINDING THAT ACQUISITION, THROUGH NEGOTIATED CONVEYANCE, OR THE USE OF EMINENT DOMAIN OF PRIVATE PROPERTY DESIGNATED AS PARCEL 1 (PERMANENT EASEMENT) DESCRIBED IN EXHIBIT "A" AND LOCATED AT 1356 BAY TERRACE, SERVES A PUBLIC PURPOSE AND IS NECESSARY FOR CONSTRUCTION OF STORMWATER PUMP STATION IMPROVEMENTS ON NORTH BAY ISLAND; AUTHORIZING THE VILLAGE ATTORNEY AND OTHERS ACTING ON THEIR BEHALF TO INITIATE EMINENT DOMAIN PROCEEDINGS, IF NEEDED; AUTHORIZING THE VILLAGE MANAGER, VILLAGE ATTORNEY, AND OFFICIALS ACTING ON THEIR BEHALF TO RETAIN EXPERT WITNESSES AND CONSULTANTS, AND TO TAKE ALL FURTHER ACTIONS THAT ARE REASONABLY REQUIRED TO ACQUIRE THE PRIVATE PROPERTY DESCRIBED IN EXHIBIT "A" AND IMPLEMENT THE PURPOSES OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission authorize the Village Manager, in coordination with the Village Attorney, to either obtain a negotiated conveyance (i.e., an easement) or take legal action to obtain a drainage easement on private property, as part of the improvements for the proposed drainage pump on North Bay Island.

Resolution- Parcel for NBI Pump Station Improvements.DOCX
Exhibit A-Legal and Sketch.pdf

10.F. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH 7922 EAST DR LLC FOR THE LEASE OF VACANT REAL PROPERTY GENERALLY LOCATED AT 7927-7931 EAST DRIVE FOR THE VILLAGE'S USE FOR CONSTRUCTION STAGING AND OPERATIONS DURING VILLAGE HALL CONSTRUCTION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission approve the proposed Lease

Agreement with 7922 East Dr LLC to serve as a staging area for the construction of the new Village Hall and to accommodate Village offices during the project's duration.

Resolution - Lease Agreement - Village Hall Const Staging.DOCX
Reso Ex A - Lease Agreement- 7922 East Drive GranVita

10.G. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO KIMLEY-HORN AND ASSOCIATES, INC. FOR SOIL MANAGEMENT PLAN SERVICES FOR THE 1851 GALLEON STREET COMMUNITY CENTER PROJECT IN AN AMOUNT NOT TO EXCEED $668,890.00 - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission ratify the Village Manager's approval of the proposal from Kimley-Horn and Associates for $668,890.00 for Soil Management Services at the Galleon Street Redevelopment Project.

Resolution WO Kimley-Horn-Soil Management Plan Services.DOCX
Exhibit A-Kimley-Horn Work Order 5.pdf

10.H. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING AND AUTHORIZING EXPENDITURES TO CHIN DIESEL, INC. FOR SOIL REMOVAL SERVICES IN AN AMOUNT NOT TO EXCEED $200,000; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission ratify of the Village Manager's approval for expenditures associated with contaminated soil disposal services with Chin Diesel at the Village Community Center site in an amount not to exceed $120,000.00, and add an additional amount of $80,000.00 as later deemed necessary by staff for a total amount not to exceed $200,000.00.

Resolution Ratifying Approving Chin Diesel Soil Services
Chin Diesel 25-0379.pdf
Chin Diesel 25-0348.pdf
Chin Diesel 25-0392.pdf

10.I. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO KIMLEY-HORN AND ASSOCIATES, INC. FOR POST DESIGN AND CONSTRUCTION BID ASSISTANCE SERVICES FOR THE BAYWALK NORTH PLAZA PROJECT IN AN AMOUNT NOT TO EXCEED $74,485.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission approve the issuance of a work order to Kimley-Horn and Associates, Inc. for post design and construction bid assistance services for the Baywalk North Plaza in an amount not to exceed

$74,485.00.

Resolution - KHA Wo Baywalk Post Design Services.DOCX
Exhibit A-WO 005-A1- KHA-7-03-25.pdf
WO 005-A1- KHA-7-03-25 Fee breakdown.pdf

10.J. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE ISSUANCE OF A WORK ORDER FOR $81,310.00 TO ARDURRA GROUP, INC. FOR PROFESSIONAL SERVICES RELATED TO THE 2024 & 2025 NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) ANNUAL REPORT AND PUBLIC INVOLVEMENT OUTREACH ACTIVITIES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission ratify a work order issued by Ardurra Group Inc. in the amount of $81,310 for the preparation of the 2024 and 2025 annual NPDES Reports.

Resolution - Ratify Ardurra WO NPDES
Exhibit A-WO#7 Ardurra-s.pdf
NPDES Report 2024 Cycle 4 Year 7.pdf

10.K. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO EXP US SERVICES, INC. FOR AS-NEEDED OWNER'S REPRESENTATIVE SERVICES FOR THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX PROJECT IN AN AMOUNT NOT TO EXCEED $250,000; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission approve the Work Order from US EXP Services for as-needed owner's representative services in an amount not-to-exceed $250,000.00.

Resolution - WO-US EXP Services- VH Owners Rep Ser.DOCX
Exhibit A-EXP Work Order 2403-A2.pdf
EXP Rate Schedule WO#2403-A2 5.pdf

10.L. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING CHANGE ORDER NO. 3 IN THE AMOUNT OF $15,956.84 AND CHANGE ORDER NO. 4 IN THE AMOUNT OF $17,292.68 TO THE CONSTRUCTION AGREEMENT WITH FLORIDA ENGINEERING AND DEVELOPMENT CORP. FOR UNFORSEEN CONDITIONS RELATING TO THE TREASURE ISLAND ADA IMPROVEMENTS PROJECT PURSUANT TO INVITATION TO BID NO. 2022-006, FOR A TOTAL AMOUNT NOT TO EXCEED $33,249.52; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission authorize the Issuance of Change Order No. 03 in the amount of $15,956.84 and Change Order No. 04 $17,292.68 to Florida Engineering & Development Corporation for the Signalization Changes for the total amount of $33,249.52.

Reso - Florida Engineering Dev Corp CO - Repair Broken Conduit
CO 03 - Repair Conduit And Concrete Removal.pdf
Cost and Entitlement Analysis CO # 3.pdf
CO 4 Installation of directional bore.pdf
Cost and Entitlement Analysis - CO # 4.pdf

11. First Reading of Ordinances

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor 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.

11.A. AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING "APPENDIX A, SUNBEAM NBV SPECIAL AREA PLAN" OF THE UNIFIED LAND DEVELOPMENT CODE TO ADDRESS WORKFORCE HOUSING REQUIREMENTS AMONG OTHER PROVISIONS, APPLICABLE TO PROPERTIES ZONED "SUNBEAM SPECIAL AREA PLAN"; PROVIDING FOR SEVERABILITY,CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

Staff finds that the proposed text amendments to "Appendix A – Sunbeam NBV Special Area Plan" comply with the applicable criteria outlined in Section 4.19 of the ULDC, as amended by Ordinance 2025-003. Staff has no technical objection to the proposed amendments and recommends **approval** of the application request.

The Planning and Zoning Board on September 3rd, 2025, voted to recommend approval of the request to amend "Appendix A, Sunbeam NBV Special Area Plan" of the Unified Land Development Code as presented with the following recommended modification:

- Recommendation of construction hours to be amended to 7:30 a.m. - 6:00 p.m. during the summer.

The Planning and Zoning Board also made a separate motion and voted to

recommend that Sunbeam engage with the Village to explore options to activate the north lots on the causeway for public use.

Staff Report - Sunbeam SAP Text Amendment .pdf
1 - Application- Sunbeam pdf
2 - Letter of Intent - Sunbeam pdf
3 - Location Map of Impacted Properties.pdf
4 - Survey Sketch with Legal Descriptions.pdf
6 - Sunbeam SAP-Section Detail Illustration.pdf
7 Exhibit A - Appendix A_Sunbeam SAP_REDLINE.docx
5 - Sunbeam SAP Building Illustration-North-A.pdf
Ordinance_Amending_Sunbeam_SAP - FR.docx
09.03.2025 PZB PH Notice - MDC Legals Ads.pdf
Notice of Public Hearing - MDC -legal ads 09.02.2025.pdf

12. 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.

12.A. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/ APPROVING WITH CONDITIONS/DENYING] A VARIANCE APPLICATION BY JULIO CESAR ALONSO CHOCHO FOR PROPERTY LOCATED AT 1540 N TREASURE DR (FOLIO NO. 23-3209-009-0770) TO ALLOW A POOL WITHIN THE REQUIRED REAR/EASEMENT AND SIDE SETBACKS, WHERE SECTION 8.17.M.2.B OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) REQUIRES A SETBACK OF AT LEAST 7.5 FEET FROM THE REAR EASEMENT AND 15 FEET FROM SIDE PROPERTY LINE; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

The Planning and Zoning Board on September 3rd, 2025, voted to recommend approval of the variance request, as presented by Staff. Should the Commission find in favor of approving the variance, it is recommended that the approval be subject to the conditions presented by Staff.

Attachment 1 â€“ Complete variance application.pdf
Attachment 2 â€“ Boundary survey.pdf
Attachment 3 -Site plan.pdf
Attachment 4 â€“ Citation Notice and evidence photos.pdf
Attachment 5 - Current condition photographs.pdf
Attachment 6 - Letter from attorney about UE.pdf

Attachment 7 - Letter Of Support From 1540 N Treasure Dr (adjacent East).pdf
Attachment 9-Resolution - 1540 N Treasure Driv.DOCX
Certified List of Mailers.pdf
09.03.2025 PZB Public Hearing Notice - MDC Legals Ads.pdf
List of Mailers with Addresses 08.25.25.pdf
Aerial image notified properties.pdf
Notice - 1540 N. Treasure Dr. Variance.pdf
Staff Report - 1540 N Treasure Drive Pool setbacks.pdf
Notice of Public Hearing - MDC -legal ads 09.02.2025.pdf

12.B. AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE ZONING OF CERTAIN PARCELS LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209- 001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030), FROM RM-70 HIGH DENSITY MULTIPLE FAMILY RESIDENTIAL DISTRICT TO "8000 EAST SPECIAL AREA PLAN"; AMENDING THE UNIFIED LAND DEVELOPMENT CODE TO CREATE "APPENDIX D, 8000 EAST SPECIAL AREA PLAN" TO PROVIDE SPECIFIC ZONING REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLANSON

It is recommended that the proposed ordinance be approved on 2nd reading as presented.

Staff Report_8000 East Drive Special Area Plan 2025-02 (VC 20250916).pdf
Attachment 1_Survey and Plat.pdf
Attachment 2 â€“ LOI and Appendix D - 8000 East Drive.pdf
Attachment 3 â€“ Proposed Zoning Map change - 8000 East Drive.pdf
Attachment 4_Site Plan
Attachment 5 - Summary of Community Meeting for 8000 East Drive.pdf
Attachment 6 - Ordinance 8000_East_SAP_- SR.docx
07-15-2025-Notice of PH - MDC Legal-Ads.7-2-25.pdf
SAP - 7946-8000 E Drive - Mailers 6.20.25.pdf
Notice of PH-Postings onsite 8000 SAP 06.20.25.pdf
Notice of Public Hearing - MDC -legal ads.pdf
Mailers - Posting.pdf

12.C. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY HARBOR ISLAND DEVELOPMENT COMPANY LLC TO PERMIT A RESIDENTIAL DEVELOPMENT CONSISTING OF TWO MULTIFAMILY RESIDENTIAL TOWERS, A PARKING STRUCTURE, MARINA, AND CIVIC SPACE, LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030); PROVIDING FOR FINDINGS, CONDITIONS, LIMITATION OF APPROVAL, IMPLEMENTATION, AND AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the proposed site plan application be approved subject to conditions as recommended by Staff, based on the Planning and Zoning Board's vote from July 2, 2025.

Site Plan Staff Report_8000 East Drive (Commission 09.16.2025).pdf
Attachment 1_Survey and Plat.pdf
Attachment 2_Letter of Intent.pdf
Attachment 3_Site Plan and Arch Plans.pdf
Attachment 4_Civil Plans.pdf
Attachment 5_Landscape Plans.pdf
Attachment 6_Marina Plan.pdf
Attachment 7_Seawall Plans.pdf
Attachment 8_NGBS Certification Proposal.pdf
Attachment 9_Infrastructure Summary.pdf
Attachment 10_Economic Impact Analysis.pdf
Attachment 11_Traffic Study_June 2025.pdf
Attachment 12_Maneuverability Analysis.pdf
Reso_8000 East_District_Site_Plan - Commission.docx
SAP - 7946-8000 E Drive - Mailers.pdf
Notice of Public Hearing -MDC Legals.pdf
Notice of Public Hearing - MDC -legal Ads.pdf
certification of mailers- Posting 9.4.2025 -F.pdf

12.D. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH HARBOR ISLAND DEVELOPMENT COMPANY LLC FOR THE PROPERTIES LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030) RELATING TO THE DEVELOPMENT OF A RESIDENTIAL DEVELOPMENT CONSISTING OF TWO MULTIFAMILY RESIDENTIAL TOWERS, A PARKING STRUCTURE, MARINA, AND CIVIC SPACE PURSUANT TO SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION, PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission consider the proposed Development Agreement with Harbor Island Development Company, LLC.

Resolution - Development Agreement - 8000 East.docx
Development Agreement 9-9-25.docx
Notice of Public Hearing - MDC -legal Ads 09.02.2025.pdf

12.E. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT, PURSUANT TO SECTIONS 163.3221 THROUGH 163.3243, FLORIDA STATUTES, AND SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE, TO REPLACE THE PREVIOUSLY APPROVED SUNBEAM DEVELOPMENT AGREEMENT GOVERNING THE DEVELOPMENT OF A MIXED-USE PROJECT CONSISTING OF RESIDENTIAL, OFFICE, COMMERCIAL, HOTEL/LODGING, AND CIVIC USES ON CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBERS 23-3209-000-0010, 23-3209-000-0200, 23-3209-000-0201, 23-3209-000-0020, 23-3209-000-0030, 23-3209-000-0031, 23-3209-000-0040, 23-3209-000-0161, 23-3209-010-0240, AND 23-3209-010-0270, LEGALLY DESCRIBED IN EXHIBIT "A" TO THE PREVIOUSLY APPROVED DEVELOPMENT AGREEMENT; PROVIDING FOR AUTHORIZATION, PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission consider the proposed Development Agreement with Sunbeam Television Corp., Sunbeam 1601 1601 79th St. LLC, Sunbeam Properties, Inc., and Sunbeam 1600-1624 79th St. LLC, collectively referred to as "Sunbeam NBV"

Resolution - DA - Sunbeam Amendment - FR Commission.docx
Development Agreement 9-8-25- FR Version.pdf
Notice of Public Hearing - MDC -legal Ads 09.02.2025.pdf
Notice to Consider a DA - MH .pdf

13. Discussion/Action Items

A. Unfinished Business
B. New Business

13.A. Discussion to Join an Amicus Brief Karenza Apartments v. City of Miami - Sponsored by Mayor Rachel Streitfeld

13.B. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING THE VILLAGE'S 2025-2026 STATE LEGISLATIVE APPROPRIATION REQUESTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON
Reso State Appropriation Requests - 2025-2026

13.C. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING, AMONG OTHER THINGS, TO DECLARE THAT SENATE BILL 180'S IMPOSITION OF A BLANKET STATEWIDE PROHIBITION ON THE EXERCISE OF HOME RULE AUTHORITY OVER LAND USE AND ZONING REGULATIONS, IS UNCONSTITUTIONAL AND SHOULD BE ENJOINED, AND RETAINING WEISS SEROTA HELFMAN COLE & BIERMAN, PL TO PROSECUTE THE LAWSUIT; AND PROVIDING FOR AN EFFECTIVE DATE.

Discuss the proposed resolution and, if in agreement, adopt the same
Resolution-Participation in Lawsuit Relating to SB 180.DOCX
SB 180 (Chapter Laws of Florida 2025-190).pdf

13.D. Advisory Board Appointment - Village Clerk, Alba L. Chang
FAB Applicants - Condensed List
FAB Application - Lars Schoett
FAB Application - Liz Avalos
FAB Application - Mr. Sidharth Mehta

14. Adjournment

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

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

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

ITEM NO. 5.A

North Bay Village
Recommendation Memorandum

DATE: September 16, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Approval of the Following Meeting Minutes - Village Clerk, Alba L. Chang

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RECOMMENDATION

BACKGROUND AND ANALYSIS

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

* June 17, 2025 - Regular Commission Meeting
* July 15, 2025 - Regular Commission Meeting
* July 24, 2025 - Budget Workshop
* August 20, 2025 - Budget Workshop

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NoneNA-NONE

PERSONNEL IMPACT

None

ATTACHMENTS

06.17.2025 - Minutes Draft
07.15.2025 - Minutes Draft
07.24.2025 - Minutes Draft
08.20.2025 - Minutes Draft

NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING MINUTES
TUESDAY, JUNE 17, 2025 | 6:00 P.M.

1666 KENNEDY CAUSEWAY, SUITE 101, NORTH BAY VILLAGE, FL. 33141
MEETING ID: 876 1077 0939 | PASSCODE: 393324

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1. **Opening Items**
   - **A.** ***Call to Order*:** Mayor Streitfeld called the meeting to order at 5:27 p.m.
   - **B.** ***Roll Call*:** Present were the following Commission Members –
     - Mayor Rachel Streitfeld
     - Vice Mayor Goran Cuk
     - Commissioner Doris Acosta, via ZOOM
     - Commissioner Richard Chervony
     - Commissioner Andrew Rotondaro
   - **C.** ***Pledge of Allegiance***
     - The *Pledge of Allegiance* was recited.
   - **D.** ***Invocation*:** None

2. **Order of Business:** The following changes were made to the agenda items:

   Commissioner Chervony added Discussion Item 14C – SB180 Bill.

   Commissioner Rotondaro added Discussion Item 14D – Update on finances for the new Community Center project.

   Village Manager Rollason asked to defer Consent Agenda Item 11L to July.

   ACTION: Commissioner Chervony made a motion to approve the Order of Business. Mayor Streitfeld seconded it, and it passed by unanimous voice vote.

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

   3A. Presentation of the Optimist Club Scholarship Award Recipients:
   The North Bay Village Optimist Club presented the 2025 Scholarship Award to the following students:
   1. STEM Scholarship: Miami Beach Senior High, Verona Farfan
      Presented by Vice Mayor Goran Cuk

   2. NBV Scholarship: Miami Beach Senior High, Joseph Hudson-Hull
      Presented by Commissioner Doris Acosta, presenting virtually

DRAFT

3. Pani Family NMBSH Scholarship: North Miami Beach Senior High, Marianelle Jean-Francois
   Presented by Eliana Pani

4. Julie's Realty Scholarship: Miami Beach Senior High, Penelope Heller
   Presented by Penelope Friedland

5. Grey's Jeweller: Miami Beach Senior High, Adriana Guti
   Presented by Al Blake

6. Manny Cetner Scholarship: Miami Beach Senior High, Cole Gonya
   Presented by Jane Blake

7. Dr. Doug Hornsby & Sissy Shute Scholarship: Miami Beach Senior High, Matteo Marques
   Presented by Commissioner Doris Acosta, presenting virtually

8. Pagani Scholarship: Miami Beach Senior High, Myroslava Koliadenko
   Presented by Penelope Friedland

9. WSVN Scholarship: Miami Beach Senior High, Maia Ottagio
   Presented by Jane Blake

4. Open Forum: None

5. Approval of Commission Minutes: May 20, 2025

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

6. Advisory Board Minutes / Written Report: None

7. Village Commission's Report:

***Commissioner Richard Chervony*:**

- Commissioner Chervony requested that the following discussion item be added to a future meeting: A resolution/ordinance on how the Village plans to handle all new development agreements that go into effect the day of passage, including language on Community Contribution Fees, Property Resale, TDRs, and Height Bonus.
- He emphasized what a grand accomplishment it was to finally launch the groundbreaking for the TIES Community Center.

Commissioner Andrew Rotondaro: Deferred

Commissioner Doris Acosta:

- Commissioner Acosta offered congratulations to the Optimist Club and its award recipients.
- Summer Camp 2025: Summer camp began this week, and she reports all is running smoothly with the YMCA.

- Coastal Mayor Executive Session 8 – The discussion on the water crisis offered many ways to protect our bay.
- Internship Program: The deadline to apply is June 25, 2025. Selection interviews begin on June 27, 2025.
- Police Department: Special recognition to our police department for their proactive hurricane preparation and their work to push Lucy's Law.
- Miami Dade County League of Cities: Congratulations to Mayor Nickerson, the new MDCLC president.
- Parking Review Meeting: Discussion with the Village Manager will continue how to streamline the parking enforcement program as street renovations continue.
- Commissioner Acosta requested a report on the cost of the AFA Community Center event.

Vice Mayor Goran Cuk: Deferred

Mayor Rachel Streitfeld:

- Mayor Streitfeld deferred on a formal report, but gave the following instructions:
  - Requested the second budget workshop to be advertised.
  - Mayor Streitfeld recommended that Commissioner Chervony meet with the Village Attorneys to draft a proposal on his ideas about the proposed revision on how the Village handles development agreements.

8. Village Attorney's Report:

A. July 1 – hearing on motion to dismiss the 1353 Public Works Site Lease
B. June 24 – Oral argument on Code Enforcement matter with Mr. Javitt

Village Attorney Sera requested an Executive Session with the Commission regarding both of these matters.

3B. Presentation of a Proclamation to the Miami-Dade County LGBTQ Advisory Board
The recipients of the Proclamation recognizing the work of the Miami LGBTQ Proclamation arrived, and the agenda order was momentarily interrupted to present the framed document.

The Proclamation was read and presented by Commissioner Chervony.

9. Village Manager's Report: *For detailed reporting of the prior month's expenditures, please visit the Finance Department webpage on the North Bay Village website at https://northbayvillage-fl.gov/finance-department/*

A. ***Code Enforcement Report*****:** May 2025
B. ***Communications and Special Events Report*****:** May 2025
C. ***Traffic Enforcement Report*****:** May 2025
D. A parking program with the City of Miami is being finalized. It will most likely be available for presentation at the July Meeting.

Mayor Streitfeld asked to hold the conversation with the City of Miami and conduct an evaluation of the parking situation on Harbor Island instead.

Commissioner Acosta requested an update on the parking enforcement program on Treasure Island.

10. Village Clerk's Report:

A. Village Clerk's Report: May 2025

B. Resident Advisory Board – Resident Services: Village Clerk Alba Chang reported that a member of the Resident Services Board has accrued more than three unexcused absences. As part of the protocol, the member was contacted and made aware of the attendance policy.

Commissioner Chervony made a motion to remove the member with excessive absences and advertise the vacancy to the community. Vice Mayor Cuk seconded the motion, and it passed by unanimous voice vote.

11. Consent Agenda

A. ***Staff Items***

B. ***Proclamations / Awards / Village Key Requests***

11A. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH RONALD L. BOOK, P.A. FOR LOBBYING CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED $57,750 PER YEAR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

11B. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) OR SUCH OTHER FORM OF AGREEMENT(S) WITH MIAMI-DADE COUNTY FOR DEBRIS REMOVAL, STAGING & REDUCTION, LONG-RANGE HAULING, AND/OR MONITORING SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

11C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN UPDATE TO THE VILLAGE'S TITLE VI NONDISCRIMINATION POLICY AND PLAN IN ACCORDANCE WITH TITLE VI, 42 U.S.C. § 2000D, OF THE CIVIL RIGHTS ACT OF 1964 AS REQUIRED TO RECEIVE FEDERAL PASS-THROUGH FUNDING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (HUMAN RESOURCES DIRECTOR, JENICE ROSADO).

11D. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF PAYROLL AND HUMAN RESOURCES MANAGEMENT SERVICES FROM AUTOMATIC DATA PROCESSING, INC. (ADP); PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (HUMAN RESOURCES DIRECTOR, JENICE ROSADO).

11E. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN UPDATED FEE SCHEDULE FOR ADMINISTRATIVE

SERVICES, BUILDING FEES, AND ZONING FEES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (LEILANI CALZADILLA, BUILDING AND CUSTOMER SERVICE MANAGER).

11F. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A LIMITED REVOCABLE LICENSE AGREEMENT WITH SUNBEAM 1400 LLC FOR THE VILLAGE'S USE OF THE PROPERTY LOCATED AT 1400 79 STREET CAUSEWAY FOR THE TEMPORARY STORAGE AND STAGING OF VILLAGE FACILITIES AND EQUIPMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON.

11G. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE RELEASE OF A UNITY OF TITLE FOR THE PROPERTY LOCATED AT 7921 EAST DRIVE, UNITS 14 AND 15, NORTH BAY VILLAGE, FLORIDA; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE ATTORNEY HAYDEE SERA.

11H. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF STORMWATER MAINTENANCE EQUIPMENT FROM ORLANDO FREIGHTLINER, INC. IN AN AMOUNT NOT TO EXCEED $425,533.00, UTILIZING A CONTRACT COMPETITIVELY BID BY THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. FSA23-VEH21.1; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (PUBLIC WORKS DIRECTOR STEVEN BUCKLAND).

11I. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF A FORD F-450 CHASSIS AND EQUIPMENT FROM BACHRODT FT, LLC (DBA PALMETTO FORD OF MIAMI) IN AN AMOUNT NOT TO EXCEED $150,195, UTILIZING A CONTRACT COMPETITIVELY BID BY THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT NO. FSA24-VEL32.0; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (PUBLIC WORKS DIRECTOR STEVEN BUCKLAND).

11J. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF TWO TRASH PUMPS AND RELATED EQUIPMENT FROM MWI CORPORATION (DBA MWI PUMPS) IN AN AMOUNT NOT TO EXCEED $126,710.00, UTILIZING A CONTRACT COMPETITIVELY BID BY THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. FSA23-EQU21.0; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11K. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN INTERGOVERNMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS WITH MIAMI-DADE COUNTY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (PROJECT MANAGER ROGER HOGG).

MOTION: Commissioner Chervony made a motion to approve the Consent Agenda. Vice Mayor Cuk seconded the motion, and it passed by unanimous voice vote.

11L. ~~A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDMENT TO WORK ORDER NO. 10-A1 WITH STANTEC CONSULTING SERVICES, INC. FOR ADDITIONAL SERVICES RELATED TO THE EAST ENTRYWAY SIGN PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDED WORK ORDER IN AN AMOUNT NOT TO EXCEED $48,967.50; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (CIP MANAGER ROGER HOGG, PE~~).

Item 11L deferred until the July Regular Commission Meeting.

12. First Reading of Ordinances:
Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn in, your testimony will be given its due weight. The 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.

12A. AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) TO MODIFY T6 TRANSECT REGULATIONS TO ADDRESS ROOFTOP/MECHANICAL STRUCTURES, BONUS HEIGHT, FLOORPLATE LIMITATIONS, AND VIEW CORRIDOR REQUIREMENTS; PROVIDING SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (VILLAGE PLANNER, SILVIA VARGAS).

Village Clerk Alba Chang read the Ordinance into the official record.

John Hucky took to the podium to elaborate on the proposed amendment initiative text amendment, and introduced the following changes:

1. View Corridors
2. Cantilever flexibility in the design
3. Floorplate: The proposed amendment removes balconies

Also presenting in favor of the Ordinance were Attorney Graham Penn and Architect Barbara Razzoli.

Mayor Streitfeld agreed with the mechanical height and the change in floorplate. She was a pedestrian access added to the view corridor. Mayor Streitfeld proposed a fee of $100,000 per additional foot of bonus height. Commissioner Chervony disagreed with this suggestion.

Commissioner Acosta is also in favor of the mechanical height exception, but does not agree with the bonus height being increased or the modifications to the view corridor.

Commissioner Chervony opposed a change in the Village Code, and he is content with the rooftop height modification as long as it is justified by the Planning Staff.

Vice Mayor Cuk agreed with all points made by Commissioner Chervony and opposed the Ordinance as it was presented on first reading.

ACTION: Vice Mayor Cuk made a motion to deny the ordinance on first reading. Commissioner Chervony seconded the motion.

Upon roll call vote, the motion passed 3 to 1 with Vice Mayor Cuk, Commissioner Chervony, and Commissioner Acosta voting in favor to deny the Ordinance on item 12A on first reading.

Mayor Streitfeld voted against denying the Ordinance on first reading.

Commissioner Rotondaro recused himself from voting on this item.

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 public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions from staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, the Village Clerk may obtain details of the quasi-judicial procedures.

13A. AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE ZONING OF CERTAIN PARCELS LOCATED AT 1755 79 STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79 STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120), FROM T6-30 TRANSECT TO "CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX C, CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (VILLAGE PLANNER, SILVIA VARGAS).

Village Clerk Chang read the Ordinance into the official record.

Village Clerk Chang swore in all parties participating in the public hearing.

Village Attorney Tony Recio read the legalities of the quasi-judicial proceeding.

The developers asked for the addition of bollards for safety zones of the Island Walk.

The developers on the project elected to pay $1.5 million instead of constructing/participating in the Workforce Housing program.

MOTION: Commissioner Rotondaro made a motion to approve item 13A – Special Area Plan [SAP] as presented at the meeting. Commissioner Chervony seconded the motion.

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

13B. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH 1755 JFK OWNER LLC AND 1819 NBV OWNER LLC (BOTH C/O THE CONTINUUM COMPANY LLC) FOR THE PROPERTIES LOCATED AT 1755 79 STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79 STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120) RELATING TO THE DEVELOPMENT OF A TWO-PHASED MIXED-USE PROJECT CONSISTING OF MULTIFAMILY HOUSING, CIVIC SPACE, HOTEL, RETAIL, AND COMMERCIAL USES INCLUDING ALCOHOL SERVICE, ENTERTAINMENT, AND FOOD SERVICE ESTABLISHMENTS PURSUANT TO SECTIONS 163.3221 THROUGH 163.3243, FLORIDA STATUTES, AND SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION, PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

Village Clerk Chang read the Resolution into the official record.

Village Clerk Chang swore in all parties participating in the public hearing.

Village Attorney Tony Recio read the legalities of the quasi-judicial proceeding.

All parties reached consensus that the developer agreed to pay $1.5 million to the Village instead of participating in the Workforce Housing program. Payment is due in 90 days.

MOTION: Commissioner Chervony made a motion to approve item 13B – the Development Agreement [DA] as presented at second reading. Commissioner Rotondaro seconded the motion.

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

13C. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY 1755 JFK OWNER, LLC AND 1819 NBV OWNER, LLC TO CONSOLIDATE

AND MODIFY THE SITE PLANS PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2022-011A, AS AMENDED BY RESOLUTION NO. 2022-091, AND RESOLUTION NO. 2023-002 TO DEVELOP A TWO-PHASED MIXED-USE DEVELOPMENT PROJECT CONSISTING OF MULTIFAMILY HOUSING, HOTEL, AND COMMERCIAL USES INCLUDING ALCOHOL SERVICE ESTABLISHMENT(S), ENTERTAINMENT ESTABLISHMENT(S), FOOD SERVICE ESTABLISHMENT(S), GENERAL COMMERCIAL, AND CIVIC SPACE, ALL LOCATED AT 1755 79 STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79 STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120); PROVIDING FOR FINDINGS, CONDITIONS, LIMITATION OF APPROVAL, IMPLEMENTATION, AND AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (VILLAGE PLANNER, SILVIA VARGAS).

Village Clerk Chang read the Resolution into the official record.

Village Clerk Chang swore in all parties participating in the public hearing.

Village Attorney Tony Recio read the legalities of the quasi-judicial proceeding.

MOTION: Commissioner Chervony made a motion to approve item 13C – the site plan as presented at second reading. Commissioner Rotondaro seconded the motion.

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

14. Discussion/Action Items

A. ***Unfinished Business***

B. ***New Business***

14A. Discussion on the Shoma North Bay Village, LLC Development Agreement - Village Manager Frank Rollason.

Village Attorney Sera provided a report on the recent communications between the Village and Shoma North Bay Village, LLC.

Shoma North Bay Village, LLC offered to pay $750,000 in installments, and a recorded memo was presented by Publix. They are also using a construction loan to continue the project.

The Village Attorneys asked for direction to draft a new development agreement by the July meeting, and there was consensus among the Commission for Attorney Sera to proceed.
Commissioner Chervony asked the Village Manager to bring back an amended development agreement in July. He also proposed the following fee schedule:

$500,000 – due immediately
$500,000 – due upon the approval of building permits
$500,000 – at time Certificate of Occupancy is requested.

Commissioner Chervony recommended applying as much of the collected amounts to the Community Contribution Fees owed by the developer.

14B. Discussion on Workforce Housing Program/Resilient Housing Trust Fund - Sponsored by Mayor Rachel Streitfeld.

Mrs. Vickki Placide-Pickard, the Planning and Grant Administrator from Calvin, Giordano and Associates, took to the podium to give the Commission a presentation on the status of the program and new ideas to garner interest.

So far, the program has granted $8,530 in rental assistance. She recommends increasing the income categories to 140 Average Median Income.

Mrs. Placide-Pickard recommended the addition of the following assistance program:

Condo Assessment Assistance Fund – offering a 30-year loan at zero interest, plus the addition of lease renewals.

The Commission agreed on allocating up to $25,000 to eligible applicants to help offset the costs of condo maintenance fees mirroring the County's program. The loans will be offered at zero percent interest, and the Annual Median Income range will be raised to 140 percent.

Mayor Streitfeld requested that the newly updated program be advertised.

14C. Discussion on SB 180 Bill - Commissioner Chervony.

Senate Bill 180 (SB 180), titled "Emergencies, "is a Florida bill focused on emergency management and disaster recovery, particularly in the wake of recent hurricanes. It includes provisions that affect local government land use regulations and development permitting processes. The bill aims to streamline rebuilding efforts after hurricanes by limiting local governments' ability to impose new, more restrictive regulations on development in affected areas.

Many Florida municipalities are urging Governor DeSantis to veto this bill. Commissioner Chervony recommends that the Village do so as well.

MOTION: Mayor Streitfeld made a motion to draft a resolution and cover letter urging Florida Governor DeSantis to repeal SB 180. It was seconded by Commissioner Chervony.

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

14D. Update on financial status of the Village for Village Hall and the Community Center - Commissioner Rotondaro.

The Village Hall project is currently at 38 million dollars. Village Manager Rollason offered the following options for financing:

A GO Bond Loan – this must be voted on by the residents.
A Revenue Loan

Village Attorney Sera recommended an RFP for banking solutions.

MOTION: Commissioner Chervony made a motion to allow the Village to proceed with RFP preparations. It was seconded by Mayor Streitfeld, and the motion passed by unanimous voice vote.

15. Adjournment

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

There being no further business to discuss, the meeting adjourned at 9:32 p.m.

Accepted this 16th day of September 2025.

_____
Rachel Streitfeld, Mayor

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING MINUTES
TUESDAY, JULY 15, 2025 | 6:00 P.M.

1666 KENNEDY CAUSEWAY, SUITE 101, NORTH BAY VILLAGE, FL. 33141
ZOOM MEETING ID: 891 2658 3746

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1. **Opening Items**

A. ***Call to Order*:** Vice Mayor Cuk called the meeting to order at 6:01 p.m.

B. ***Roll Call*:** Present were the following Commission Members –

- Mayor Rachel Streitfeld
- Vice Mayor Goran Cuk
- Commissioner Doris Acosta
- Commissioner Richard Chervony
- Commissioner Andrew Rotondaro

C. ***Pledge of Allegiance***

- The *Pledge of Allegiance* was recited.

D. ***Invocation*:** None

E. ***Moment of Silence*:** Vice Mayor Cuk asked for a moment of silence to remember the lives lost during the Texas floods.

2. **Order of Business:** The following changes were made to the agenda items:

Vice Mayor Cuk pulled Consent Agenda Items 11A, 11I, and 11J on the Mayor's behalf. He asked to hold item 14B until Mayor Streitfeld's arrival because she wanted to be part of the discussion.

Commissioner Acosta pulled Consent Agenda Item 11F.

Village Manager Rollason asked to defer Discussion Item 14C until the September meeting.

ACTION: Commissioner Acosta made a motion to approve the Order of Business. Commissioner Chervony seconded it, and it passed by unanimous voice vote.

3. **Presentations: NONE**

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

4. **Open Forum:**

Pablo Martinez – 1865 79 Street Causeway
Nicholas Lawrence – 7945 E Drive

DRAFT

5. **Approval of Commission Minutes:**
   A. Budget Workshop – June 24, 2025
   B. Special Commission Meeting – July 1, 2025

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

6. **Advisory Board Minutes / Written Report:** Planning and Zoning report presented by Chair Ryan Shaw.

   Chair Ryan Shaw took to the podium to update the Commission on the most recent unanimous approval by the Board on a variance request to install a 9-foot-tall fence around a residence where the maximum height is 6 feet. He added that the Board also granted unanimous approval for a SAP and site plan application on 8000 E Drive.

7. **Village Commission's Report:**
   Commissioner Doris Acosta:

   - Commissioner Acosta expressed appreciation for the staff for the success of the Fourth of July event.

   - She announced that her internship program will begin this week, and she has selected six students to come aboard. The results of this pilot program will be discussed during the September Commission meeting.

   - Commissioner Acosta also announced she is making monthly walks throughout Treasure Island to assess any needs that may require attention, and all matters are being delegated to staff for prompt action.

   - Commissioner Acosta shared that she communicated with the Florida Department of Transportation's [FDOT] and requested design plans for the East/West bridges to evaluate what design components are being integrated to enhance pedestrian/biker safety.

   - She attended the first Boater Safety and Bay Education Task Force meeting created by the Miami-Dade County Mayor. She took the opportunity at the meeting to share the Village's initiatives for water safety and improving water quality in Biscayne Bay.

   - She announced her agenda review for the September meeting happening on September 11, 2025, at 6:30 p.m. via ZOOM.

   - Commissioner Acosta announced North Bay Village will be participating in a Culture Crawl in partnership with Miami Beach and invited all to participate by boarding the new trolley. It will make stops along its route at various locations where food and refreshments await.

   - She spoke briefly about the artist featured on Discussion Item 14D and how art can be a peaceful outlet to express concern and unity during difficult times.

- Commissioner Acosta said she is in talks with the Village Manager regarding the Palm Tree Club's loud music. She shared concerns that the venue is overextending the permissions granted in their "special use permit" by boaters who continue the festivities after the Palm Tree Clubs conclude theirs.

- Finally, she shared her office hours and contact information.

Vice Mayor Goran Cuk: Vice Mayor Cuk also expressed pride and appreciation for the success of the Fourth of July event and clarified that the North Bay Village Police Department is not benefiting in any way from events at the Palm Tree Club. Police presence at the club's events is being paid for by the Palm Tree Club and not taxpayers. He advised the club will have an event every Saturday from now until August, and will close for renovations after the Summer.

***Commissioner Richard Chervony*:** Deferred

Commissioner Andrew Rotondaro: Deferred

8. **Village Attorney's Report:** NONE

9. **Village Manager's Report:** *For detailed reporting of the prior month's expenditures, please visit the Finance Department webpage on the North Bay Village website at https://northbayvillage-fl.gov/finance-department/*
   A. ***Status Report of Village Grants***
   B. ***Communications and Special Events Report*:** June 2025
   C. ***Code Enforcement Report*:** June 2025
   D. ***Traffic Enforcement Report*:** June 2025
   E. Village Manager Rollason added to Vice Mayor Cuk's report that the reopening of the Palm Tree Club is contingent upon the venue receiving its change of use permit to operate as a nightclub.

10. **Village Clerk's Report:** NONE
    A. Village Clerk's Report: June 2025

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

11B. A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, DECLARING, AS REQUIRED BY SECTION 200.065, FLORIDA STATUTES, THE VILLAGE'S PROPOSED MILLAGE RATE, ROLLED-BACK RATE COMPUTED PURSUANT TO SECTION 200.065(1), FLORIDA STATUTES, AND THE DATE, TIME AND PLACE AT WHICH THE FIRST AND SECOND PUBLIC BUDGET HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2025-2026; DECLARING THE PROPOSED DEBT-SERVICE MILLAGE RATE; DIRECTING THE VILLAGE CLERK AND VILLAGE MANAGER TO FILE THIS RESOLUTION WITH THE MIAMI-DADE COUNTY PROPERTY APPRAISER; AUTHORIZING THE VILLAGE MANAGER TO CHANGE BUDGET HEARING DATES,

IF NEEDED; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

11C. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AMENDMENTS TO THE MANAGEMENT BENEFITS POLICY FOR EXECUTIVE LEVEL EMPLOYEES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (HUMAN RESOURCES DIRECTOR, JENICE ROSADO).

11D. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, FOR IMPLEMENTATION AND FUNDING OF AN INTERNATIONAL BACCALAUREATE (IB) PROGRAM AT TREASURE ISLAND ELEMENTARY SCHOOL (TIES); PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

11E. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A LIMITED REVOCABLE LICENSE AGREEMENT WITH SUNBEAM DEVELOPER CORPORATION FOR THE VILLAGE'S USE OF THE PROPERTY LOCATED AT 1601 NORTH TREASURE DRIVE FOR SOCCER PROGRAM ACTIVITIES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

11G. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO EXP US SERVICES, INC. FOR LANDSCAPE ARCHITECTURAL DESIGN SERVICES FOR THE KENNEDY CAUSEWAY/PELICAN HARBOR MEDIAN BEAUTIFICATION PROJECT IN AN AMOUNT NOT TO EXCEED $19,912.50; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON.

11H. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING ADDITIONAL SERVICES REQUEST NO. 14 WITH WANNEMACHER JENSEN ARCHITECTS, INC. RELATING TO ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX PROJECT IN AN AMOUNT NOT TO EXCEED $59,626; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON.

11K. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, FINDING THAT ACQUISITION, THROUGH NEGOTIATED CONVEYANCE OR THE USE OF EMINENT DOMAIN, OF PRIVATE PROPERTY DESIGNATED AS PARCEL 1 (PERMANENT EASEMENT) DESCRIBED IN EXHIBIT "A" AND LOCATED AT 1356 BAY TERRACE SERVES A PUBLIC PURPOSE AND IS NECESSARY FOR CONSTRUCTION OF STORMWATER PUMP STATION IMPROVEMENTS ON NORTH

BAY ISLAND; AUTHORIZING THE VILLAGE ATTORNEY AND OTHERS ACTING ON THEIR BEHALF TO INITIATE EMINENT DOMAIN PROCEEDINGS, IF NEEDED; AUTHORIZING THE VILLAGE MANAGER, VILLAGE ATTORNEY, AND OFFICIALS ACTING ON THEIR BEHALF TO RETAIN EXPERT WITNESSES AND CONSULTANTS, AND TO TAKE ALL FURTHER ACTIONS THAT ARE REASONABLY REQUIRED TO ACQUIRE THE PRIVATE PROPERTY DESCRIBED IN EXHIBIT "A" AND IMPLEMENT THE PURPOSES OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE - FRANK ROLLASON.

11L. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER TO BREEZELINE FOR RELOCATION AND UNDERGROUNDING OF OVERHEAD CABLES AND FIBER OPTIC LINES NEAR THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX PROJECT IN AN AMOUNT NOT TO EXCEED $31,371.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (PROJECT MANAGER, CARLOS LLAMAS).

ACTION: Commissioner Chervony made a motion to approve the remaining items on the Consent Agenda. Commissioner Rotondaro seconded it.

Upon roll call vote, the motion passed 4 - 0 with Commissioner Chervony, Commissioner Rotondaro, Commissioner Acosta, and Vice Mayor Cuk voting for.

11F. A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT AND A FIRST AMENDMENT TO THE OPERATIONS AND MANAGEMENT AGREEMENT WITH PROJECT FOOTBALL, LLC (PFL) RELATING TO THE DEVELOPMENT AND OPERATION OF A COMMUNITY CENTER, SPORTS COURTS, AND OTHER IMPROVEMENTS AT THE PROPERTY LOCATED AT 1851 GALLEON STREET; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

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

Commissioner Acosta pulled item 11F to learn how the community center and its amenities will be overseen, specifically regarding the concession stand that will operate within.

Commissioner Chervony said the concession stand within the Community Center is to offer the convenience of having food and beverage items available within the Center, further adding that there is a split in profits between the owner of the business and the Village.

Village Attorney Sera clarified that the split of profits is not with the café vendor, but that can be discussed, and an amendment can be drafted if the Commission desires.

Commissioner Chervony said he has an upcoming meeting with PFL and the Village Manager, and he will determine if Commissioner Acosta's profit-sharing proposal with the café can be introduced in September.

ACTION: Commissioner Rotondaro made a motion to approve Item 11F. Vice Mayor Cuk seconded it.

Upon roll call vote, the motion passed 4 - 0 with Commissioner Rotondaro, Vice Mayor Cuk, Commissioner Acosta, and Commissioner Chervony voting for.

14. Discussion/Action Items

14A. Discussion to Consider Amendments to the RM 40 High-Density Multifamily Residential Zoning District - Sponsored by Commissioner Daro.

Commissioner Rotondaro explained the proposed amendments for RM 40 are aimed at clarifying certain Codes that are unclear, without impacting density, which currently stands at 40 units/acre in that Zone.

He wants to entertain the idea of possibly adding 10 stories and focusing on underdeveloped areas. The setbacks for RM 40 leave little room for a suitable-sized structure, which may lead to empty lots because the remaining area is too small for a building.

Commissioner Chervony recommended allowing some time for the new Village Planner, Craig Pinder, to familiarize himself with the RM 40 section of the Village Code and reconvene at a future time.

Commissioner Acosta and Vice Mayor Cuk both agreed that a public workshop would be the best forum for this topic.

14E. Discussion and Status Report on the Baywalk, Island Walk, and Entrance Sign - Village Manager Frank Rollason.

The West entrance sign has to be relocated because it conflicts with a speed sensor installed by the Florida Department of Transportation [FDOT]. In exchange for the removal of the sign, FDOT agreed to extend our grant deadline. Currently, there are very limited options for the sign's location. The East sign is not in compliance with the City of Miami's requirements.

Commissioner Chervony proposed contacting FDOT and asking how Miami Beach was approved for their signs, so we can gain guidance on how to obtain approval for ours.

The Baywalk/Island Walk projects are not impacted by FDOT's plans and are progressing.

14F. Discussion on the Removal of the Flower Planters and a John F. Kennedy Bust that are currently on the FDOT Bridge - Village Manager Frank Rollason.

Village Manager Rollason explained that FDOT is planning to redesign the East/West bridges, and we must logistically plan where/how to move the large flower planters and the bust of President Kennedy by May 2026. He said he has an upcoming meeting with FDOT to discuss further.

Commissioner Chervony said those planters were installed to prevent cars from jumping the median, but the new design is completely different from what currently exists, and the planters cannot remain on the Causeway.

14G. Advisory Board Appointments - Village Clerk, Alba L. Chang.

Village Clerk Chang stated for the record that Mayor Streitfeld was now in attendance via ZOOM.

Village Clerk Chang explained that a seat became open on the Resident Services Board [RSB], and six applicants submitted packets. She named each applicant and their island of residence.

The RSB did not express interest in a particular candidate. Commissioner Acosta and Mayor Streitfeld nominated Ms. Susan Swartz.

ACTION: Vice Mayor Cuk made a motion to appoint Ms. Susan Swartz and the new member of the Resident Services Board. Commissioner Acosta seconded it, and it passed by unanimous voice vote.

14B. Discussion on the Village's 80th Anniversary Event - Sponsored by Mayor Rachel Streitfeld.

The Communication and Marketing Department prepared a presentation on what ideas have been considered for the anniversary celebration. A public call was made for ideas.

The following are the potential ideas to celebrate the Village's 80th Anniversary:
- The Village Clerk's Office will pull archival photos and news clippings.
- Theatre-style seating with an open stage and LED screen in the background.
- An official welcome from Mayor Streitfeld
- Award Ceremony, example: Special Resident Recognition
- A mini movie on the history of North Bay Village.
- An eclectic, energetic dance performance
- A birthday cake
- A drone show finale.

Mayor Streitfeld liked the cultural dance presentation, but wants to cut the drone show. Commissioner Acosta asked to include the students from Treasure Island Elementary School [TIES] and the Optimist Club.

Commissioner Chervony offered some resources, and he will look through his personal archives to submit materials.

11. Consent Agenda, continued

A. Staff Items

B. Proclamations / Awards / Village Key Requests

11J. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDMENT TO WORK ORDER NO. 10-A1 WITH STANTEC CONSULTING SERVICES, INC. FOR ADDITIONAL SERVICES RELATED TO

THE EAST ENTRYWAY SIGN PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDED WORK ORDER IN AN AMOUNT NOT TO EXCEED $48,967.50; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (CIP MANAGER ROGER HOGG, PE).

Mayor Streitfeld was concerned that we are being overbilled for time by some consultants. She had a conversation with the Village Manager about large invoices received from Stantec Consulting Services, Inc., possibly overcharging. She would like clarity on how the time is being calculated and to draft clearer consultation contracts in the future.

The Director of Public Works, Steven Buckland, explained that the invoice from Stantec was reviewed, and he believes we were fairly billed. More controls are being put in place to streamline conversations for projects to reduce/eliminate revisions and changes that add cost. He added a recommendation to review all engineer/consultant contracts and renegotiate terms where applicable.

Mayor Streitfeld agreed to the suggestion of performing a contract audit. She understands that current invoices will be satisfied, but this new process will be implemented moving forward.

Vice Mayor Cuk echoed the Mayor's concerns and asked to minimize the consultation fees wherever possible.

Village Manager Rollason said that current contracts must be approached with the terms agreed by all parties clearly stated, and until an agreement expires, a proactive course of action is to review the bills to ensure that whatever service is billed was indeed provided, specifically for bills that involve time, consulting, reviews, etc.

ACTION: Mayor Streitfeld made a motion to approve the item. Vice Mayor Cuk seconded it, and it passed by unanimous voice vote.

11I. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH MIAMI ECONOMIC ASSOCIATES, INC. FOR VALUE ANALYSIS OF REAL ESTATE DEVELOPMENT INCENTIVES IN AN AMOUNT NOT TO EXCEED $40,000; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - SPONSORED BY MAYOR RACHEL STREITFELD.

Mayor Streitfeld would like to hire a consultant to evaluate the Village's bonus fees to ensure the Village is always in the most optimal position with all real estate redevelopment deals, and to determine if the way the Village is approaching its development agreements can be improved.

ACTION: Commissioner Rotondaro made a motion to approve Item 11A. Vice Mayor Cuk seconded it.

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

11A. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CALVIN, GIORDANO, & ASSOCIATES, INC. FOR GENERAL PLANNING SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

At this time, Mayor Streitfeld arrived at Chambers.

Village Manager Rollason explained that the proposed recommendation is to modify and extend the fee schedule with the consultant.

Jim Hickey, a representative from Calvin, Giordano and Associates, Inc., [CGA] took to the podium to address the Commission.

Commissioner Chervony would like to defer a contract with CGA for approximately 3 to 6 months, until the new Village Planner has become familiar with his role.

Our current agreement with the firm is on a month-to-month basis. CGA will increase fees for its services. The representative said a short-term arrangement can be discussed before a multi-year contract is signed.

ACTION: Commissioner Chervony made a motion to approve a contract extension with Calvin, Giordano and Associates, Inc., with an amendment allowing a six-month trial period and reducing the proposed fee increase by the firm by 50 percent. Commissioner Acosta seconded it.

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

14. Discussion/Action Items, continued

14D. Discussion on a Potential Partnership with a Local Artist to Design an Interactive Art Installation for Civic Park - Sponsored by Commissioner Doris Acosta.

Local artist Rebecca White gave a presentation on her creative style and ideas for a new art installation in North Bay Village, exploring the current circumstances surrounding immigration and Florida's Alligator Alcatraz facility.

Commissioner Chervony proposed that every member of the Dais contribute $200.00 towards the art installation.

Vice Mayor Cuk would like to strike any mention of Alligator Alcatraz from the piece. The artist stated that the origin of the piece is in response to the facility, and removing it would nullify its purpose. Vice Mayor Cuk said it is in the Village's best interest not to take a stance on such polarizing issues and requested that no marketing/media-related messages include the name Alligator Alcatraz.

Commissioner Rotondaro said the piece itself does not seem to convey a particular stance.

Commissioner Acosta said the project's goal is to promote compassion. Ms. White said the message related to Alligator Alcatraz will not be explicitly stated on the piece.

Mayor Streitfeld asked the legal team if allowing this art installation sets a precedent that would prevent the Commission from possibly rejecting another artist with a different social or political viewpoint in the future.

Village Attorney Tony Recio said if the piece is a government-commissioned installation, that message can be tailored in any way the Commission decides. If the artwork is intended to serve as a public forum, the risk exists that no viewpoint can be denied.

Mayor Streitfeld said she does not want to actively restrict the artist's speech on the way she describes her work, but does not want to unintentionally create resentment that can have broader implications for the Village. She asked that media-facing materials be submitted to the Commission for prior approval.

Village Attorney Recio asked publicly if this artwork would be an airing of the views of the Village, and there was affirmative consensus.

Mayor Streitfeld instructed the Village Manager to oversee the agreement between the artist and the Village.

ACTION: Commissioner Chervony made a motion to approve the item. Commissioner Acosta seconded it.

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

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 public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions from staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, the Village Clerk may obtain details of the quasi-judicial procedures.

Mayor Streitfeld asked if item 13B could be heard first; there were no objections.

13B. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A VARIANCE APPLICATION BY DEMIS ALAIN RODRIGUEZ FOR PROPERTY LOCATED AT 7821 BEACH VIEW DRIVE (FOLIO NO. 23-3209-008-0230) TO ALLOW A FENCE HEIGHT OF NINE (9) FEET WITHIN THE REQUIRED REAR SETBACK, WHERE SECTION 8.17.F.2.A OF THE UNIFIED

LAND DEVELOPMENT CODE (ULDC) LIMITS WALL AND FENCE HEIGHTS TO SIX (6) FEET; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (VILLAGE PLANNER SILVIA E. VARGAS, FAICP).

Mayor Streitfeld read the Resolution title into the official record.

Village Attorney Tony Recio asked the Commission if anyone had any ex parte disclosures to declare. Mayor Streitfeld stated she spoke with the homeowner and supports approving his variance application.

Village Planner Craig Pinder provided an overview of the proposed variance request and compared it to the current Code and Unified Land Development Code [ULDC] regulations. The applicant cited ongoing issues with trespassing, vandalism, and theft as the primary hardship. Unknown individuals have been using his backyard as a shortcut, gaining access by jumping over public barricades and his private fence.

The property is located adjacent to the Causeway, making it a frequent target for individuals crossing through the area. Incidents include stolen items, equipment, and invasions of privacy, such as people peering into the windows. The North Bay Village Police Department has responded to multiple reports of theft and unauthorized access from the property owner.

To address the issue, the applicant is requesting a variance to install a 9-foot backyard fence, exceeding the current 6-foot height limit permitted by the Code. The proposed solid aluminum fence would run from the edge of the property line along the Causeway/bridge to the owner's private wooden dock. It would be positioned on the outer edge of the seawall, which runs parallel to the backyard, thus reducing the risk of the seawall being used as a point of entry.

The application meets the criteria for a valid hardship under Village Code and warrants consideration.

Property owner Demis Rodriguez addressed the Board and presented CCTV footage documenting instances of trespassing and other criminal activities involving his property and personal belongings.

Mayor Streitfeld opened the floor to public comments, upon hearing none, public comment was closed.

ACTION: Commissioner Chervony made a motion to approve the variance request. Commissioner Rotondaro seconded it.

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

12. First Reading of Ordinances:
Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the

Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn in, your testimony will be given its due weight. The 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.

12A. AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE ZONING OF CERTAIN PARCELS LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030), FROM RM-70 HIGH DENSITY MULTIPLE FAMILY RESIDENTIAL DISTRICT TO "8000 EAST SPECIAL AREA PLAN;" AMENDING THE UNIFIED LAND DEVELOPMENT CODE TO CREATE "APPENDIX D, 8000 EAST DRIVE SPECIAL AREA PLAN" TO PROVIDE SPECIFIC ZONING REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLANSON (VILLAGE PLANNER SILVIA E. VARGAS, FAICP).

Commissioner Rotondaro recused himself from participating in the discussion and voting on this item, citing a conflict of interest.

Village Attorney Recio said he must make a formal statement. Commissioner Rotondaro explained that, as a realtor, his efforts are to raise property values, and he shares that endeavor as part of his role as Commissioner; therefore, this qualifies him to recuse himself from participating in the conversation around item 12A.

Village Clerk Chang read the item on official record.

Village Attorney Recio said the official applicant's name is Harbor Island Development Company, LLC. Folio Numbers are 23-3209-001-0020; 23-3209-001-0024, and 23-3209-001-0030. The two addresses associated with this application are 7946/8000 E. Drive – Harbor Island. The Commission will not make a final decision on the item tonight, as this is the Ordinance's first reading.

This Ordinance can be considered quasi-legislative, but final consideration will be quasi-judicial. At this time, communication with the public is permissible, and ex parte declarations are not required. However, when the item returns for a second reading, it will contain the site plan. The site plan application falls under a quasi-judicial hearing, and ex parte disclosures apply.

Village Planner Craig Pinder gave an overview of the details contained in the application and how it compares with the current Code and ULDC provisions.

The current request has three parts:

1. Special Area Plan: Appendix D to the ULDC adopting regulations specific to the 8000 E Drive SAP.
2. Zone: Rezoning property from RM-70 to 8000 East SAP.
3. Site Plan:

a. 364 multifamily residential units
b. Two towers over pedestals
c. 43 stories - Up to 43 stories and 500 feet to the top of the roof at level 43, and an additional 25 feet for mechanical equipment.
d. 798 parking spaces - Two spaces per residential unit vs. the ULDC's ratio of parking spots tied to bedrooms for a multifamily residential unit.
e. 9,000 sq. ft. for Civic Space
f. View corridor and Island Walk easement
g. Marina – docking length up to 150 feet.
h. Green Building Features
i. No workforce housing is provided on-site.

Appendix D – Key Proposals:

- Title: Establishing it as the 8000 E SAP
- Purpose: Establishing the intent of the SAP consistent with ULDC and the purposes of SAP regulations mandated by the Village.
- Applicability: Establishes the applicability of the proposed regulations under re-zoning and clarifies that current RM-70 underlying regulations apply, except where SAP has been modified and the owner reserves the right not to develop under SAP regulations.
- Approval: Establishes criteria for findings that the Commission will use to possibly approve an application under the SAP.

The Workforce Housing contribution was not addressed in the application.

Village Planner Pinder recommended that the potential adoption of the Ordinance include two public hearings before the Village Commission, site plan approval to coincide with the second reading, and the execution of a development agreement.

The property owner representative, Mario Garcia, took to the podium to further elaborate on the details of the applicant's request with a detailed presentation. Several individuals from the development team took to the podium to provide details of the specs, landscaping, environmental considerations, marina, views, and the flow of traffic.

Village Manager Rollason corrected one of the applicant's slides, indicating that they agreed to replace, not repair, the surrounding sea wall.

Mayor Streitfeld opened the floor to public comments.

- Nicholas Lawrence – 7945 E Drive
- Pedro Galdomez – 7929 W Drive

Once all public comments were heard, Mayor Streitfeld closed the floor for public comments.

Commissioner Acosta began the discussion by addressing the impact such a large marina might have on the environment.

Environmental concerns were addressed by the project's environment coordinator, who said the area is not considered a critical manatee area, and the slips have limited capacity for power boats. Most of the slips must be wind-powered vessels. There will be no access point to the water for kayaks, paddles, etc.

Mayor Streitfeld and Commissioner Acosta both asked to add this amenity to the plans.

Mayor Streitfeld asked the project coordinators to bring back details about how many boat slips are currently in Jerusalem Harbor for comparison. She also asked the property owner to include a plan to clean minor oil spills in the marina and the water surrounding the property.

The property will have a dock master.

Mayor Streitfeld asked the project developers to connect with FDOT regarding their planned bridge construction and how it may impact the left-turn lane.

ACTION: Commissioner Chervony made a motion to approve the proposed ordinance for a Special Area Plan [SAP]. Vice Mayor Cuk seconded it.

Upon roll call vote, the motion passed 4 - 0 with Commissioner Chervony, Vice Mayor Cuk, Commissioner Acosta, and Mayor Streitfeld voting for.

Commissioner Rotondaro returned to the meeting after voting concluded.

At this time, Mayor Streitfeld requested a two-minute recess.

13. Public Hearings, continued:
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 public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions from staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, the Village Clerk may obtain details of the quasi-judicial procedures.

13A. A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH SHOMA NORTH BAY VILLAGE, LLC RELATING TO THE DEVELOPMENT OF A MIXED-USE DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 1872 79 STREET CAUSEWAY; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

Mayor Streitfeld read the resolution into the official record.

Village Attorney Tony Recio explained the legalities of the resolution.

In this Amendment to the restated Development Agreement, the property representatives asked to pay the $1.5 million penalty fee in two installments of $750,000 each, and extend the deadline to obtain a master building permit from August 30, 2025, to October 31, 2025.

This $1.5 million fee is for the developer's failure to pull a master building permit by the assigned original deadline in 2024.

The first half of the $1.5 million is due one year after the master permit is pulled [October 31, 2026]. The second half is due at the time the developers are ready to obtain a Certificate of Occupancy.

The developers are considering adding density and height to the Special Area Plan [SAP]. Currently, the project stands at 119 units per acre, and the maximum density for the site's zoning is 150 units per acre. The legal representative for Shoma NBV, LLC, said his client may pursue an amendment to its original SAP at a later time to expand the density and add height.

The owner of the property said the lease with Publix Supermarkets was still in effect, and the grocery chain would still be incorporating a location in his building by the end of 2026 or early 2027. A memorandum of an amended lease agreement with the grocery chain was presented to the Village Attorneys and Commission.

Commissioner Acosta asked the Shoma team about their status on the construction loan. The owner is personally funding all costs for the project at the present time.

Commissioner Chervony asked the Shoma team if they knew exactly how much density and height they would add to the SAP. The owner said it will be 64 units divided into four separate floors with a height of almost 10 feet per floor.

Commissioner Chervony asked if the addition of four stories to the residential building would impact the garage, and the property owner said it would require adding an extra floor to the parking garage.

Village Manager Rollason said the construction site has been prepped to install grade beams. He wanted to learn how the developer plans to proceed with the pile caps if they decide to increase density. The construction plans are to build the foundation according to the anticipated additional height, and the developer will revise the foundation permit.

Mayor Streitfeld said the development agreement allows for the project to add density, but separate fees for the added density will be incurred on the current balance. She explained that the payment of $1.5 million is not towards the added density, but a reduced cost in fees for the developer's failure to pull a master building permit by the assigned original deadline in 2024.

ACTION: Commissioner Chervony made a motion to approve the amended restated development agreement with the following conditions:

1. The deadline to submit for a Master Building Permit is October 31, 2025
2. A two-part payment plan as follows:

i. $750,000 will be due one year after the issuance of the Master Building Permit.
ii. $750,000 will be due before the issuance of the Temporary Certificate of Occupancy.

Commissioner Acosta seconded the motion.

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

15. Adjournment

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

There being no further business to discuss, Mayor Streitfeld adjourned the meeting at 10:06 p.m.

Accepted this 16th day of September 2025.

_____
Rachel Streitfeld, Mayor

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

North Bay Village

BUDGET WORKSHOP
July 24, 2025, | 6:00 P.M.
1666 Kennedy Causeway, Suite 101, North Bay Village, FL. 33141

ZOOM Meeting ID: 839 6921 8101

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1. **Opening Items**
   - **A.** ***Call to Order*****:** Mayor Streitfeld called the meeting to order at 6:09 p.m.

   - **B.** ***Roll Call*****:** Present were the following individuals –
     - Mayor Rachel Streitfeld
     - Vice Mayor Goran Cuk
     - Commissioner Doris Acosta
     - Commissioner Richard Chervony, *via ZOOM*
     - Commissioner Andrew Rotondaro

   - **C.** ***Pledge of Allegiance***
     - The *Pledge of Allegiance* was recited.

   - **D.** ***Invocation*****:** None

2. **Discussion Items:**

2A. Discussion on the Five-Year Capital Improvement Program for Fiscal Years 2025-2026 through 2029-2030 - Village Manager, Frank Rollason.

Vice Mayor Cuk asked the Village Attorneys if discussions could extend beyond the CIPs. Village Attorney Haydee Sera advised that the Public Notice only mentions CIPs, so the meeting should focus solely on those funds.

Village Manager Frank Rollason gave a comprehensive presentation of the proposed budget as it relates to Capital Improvement Program Projects only.

It is the mission of the administration to develop and submit for consideration to the Mayor and Commission of North Bay Village, a Capital Improvements budget that provides for the financial resources necessary to carry out and execute each of the Village's Capital Improvement projects while maintaining the best interests of the Village's residents as a priority.

<u>Objectives</u>

- Create a balanced CIP budget without increasing the tax rate/millage.
- Ensure CIP projects and possible grant funding for those projects are on track, in compliance, and fiscally sound.
- Ensure that long-term CIP goals are met and delivered on time.
- Provide a CIP budget that is an accurate reflection of resources, mindful of community impacts, realistic on expenditures, and provides timelines for each CIP project.
- All the Project Funding and Project Expenditures amounts per project are for FY 2025-2026.

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Stormwater Inlet Filters

This project is intended to reduce roadway flooding and prevent pollutants from entering Biscayne Bay by installing custom, patented upward-flow drainage filters on existing storm inlets. This project is fully funded with grants from the Florida Department of Environmental Protection (FDEP).

	FY 2025-2026 Budget	Total Projected
Project Funding	$150,000	$300,000
Project Expenditures	$150,000	$300,000
Overall Project Surplus/Deficit		NA

Stormwater Outfall Rehabilitation

The initial phase of this project is to identify the existing outfall structures and ensure they function as intended. This phase had located 26 of the 37 total outfalls. The purpose of this new project is to reassess the condition of the existing outfalls and replace nineteen (19) of the remaining outfalls' check valves with in-line valves. This project is fully funded with FDEP and other state grants.

	FY 2025-2026 Budget	Total Projected
Project Funding	$125,000	$2,667,500
Project Expenditures	$2,145,582	$2,145,582
Overall Project Surplus/Deficit		$521,918

Treasure Island ADA Improvements – Phase II

This project includes the installation of audible beacons along John F Kennedy Causeway, ADA detectable warning pads at crosswalks, improved crosswalk striping and signage, and sidewalk curb ramps. This project is partially funded by a grant from the Florida Department of Transportation (FDOT) that covers up to $153,000 of the estimated construction costs at the time of the grant application. The remaining balance of the project must be covered by the Village.

- Commissioner Acosta informed the Public Works team that prior ADA enhancements on certain sidewalks were done incorrectly and to please ensure those repairs are included.

	FY 2025-2026 Budget	Total Projected
Project Funding	$181,144	$365,144
Project Expenditures	$93,079	$365,144
Overall Project Surplus/Deficit		$0

Treasure Island, Harbor Island ADA Sidewalk Improvements – Phase III

This project includes the installation of audible beacons along John F Kennedy Causeway, ADA detectable warning pads at crosswalks, improved crosswalk striping and signage, and sidewalk curb ramps. The Village has identified several ADA improvements that will greatly enhance pedestrian safety and access along local roadways and the JFK Causeway. The current conservative estimate for the construction of this project (including inspection and post-design/construction engineering) is $1.1 million. The project is still pending final design and approval from FDOT. The current funding includes an FDOT grant agreement with a village match being funded by the Road and Safety Improvement Fund. The project is currently estimated to be fully funded.

	FY 2025-2026 Budget	Total Projected
Project Funding	$89,463	$1,090,963
Project Expenditures	$522,000	$1,090,963
Overall Project Surplus/Deficit		$0

Entrance Way Sign – East

The North Bay Village Commission previously adopted the new NBV Brand Guide. Based on the approved Brand Guide, the Village would like to develop plans for the entry sign on Kennedy Causeway / NE 79 Street. This project's phase of work will include one sign for Westbound traffic located at the east end of Treasure Island, on the north side north of the bridge, where other improvements are planned as part of the North Plaza project. The original planned location for the sign at the Baywalk Plaza North site has been cancelled due to conflicts with other projects that could not be resolved. A new location for the sign is being identified.

	FY 2025-2026 Budget	Total Projected
Project Funding	$0	$200,000
Project Expenditures	$0	$145,994
Overall Project Surplus/Deficit		$54,006

- Commissioner Chervony asked to investigate repairing the current sign against the rock wall at the start of North Bay Island. The letters have a lighted-color wheel that does not work.

Entrance Way Sign – West

In 2022, the North Bay Village Commission approved the NBV Brand Guide, which serves as a blueprint for developing design concepts for an entry sign along Kennedy Causeway / NE 79 Street. The Village now seeks to initiate a new phase of this branding and signage initiative for the development and installation of a west entry sign. Design of the west entry way sign must meet the City of Miami roadway sign criteria due to the current proposed location within the City of Miami limits. No estimate for construction can be calculated until the design is completed.

	FY 2025-2026 Budget	Total Projected
Project Funding	$0	$200,000
Project Expenditures	$0	$19,919
Overall Project Surplus/Deficit		$180,082

Vogel Park Marine Facilities – Phase I

This project was scheduled to provide kayaking access to the bay for the residents in North Bay Village at this park. The project also provided a dock and launch for the police boat. This project is complete and will be closed out with a surplus. There is a Phase II that will address the kayaking launch and the jet ski lift scheduled for the original project.

	FY 2025-2026 Budget	Total Projected
Project Funding	$0	$700,000
Project Expenditures	$0	$642,670
Overall Project Surplus/Deficit		$57,330

Civic Park Recreational Improvements

This project is for the construction of the North Bay Village Civic pocket park on East Drive. It aims to construct a boating dock, picnic area with pavilion, nature trail with signage, lighting, landscaping, and a bike rack. The Grant Agreement with FDEP that serves as the largest portion of the funding available for this project will expire on December 31, 2025. Due to the lack of sufficient funding, we recommend postponing this project indefinitely.

	FY 2025-2026 Budget	Total Projected
Project Funding	$0	$120,000
Project Expenditures	$3,806,650	$3,706,354
Overall Project Surplus/Deficit		($3,586,354)

- Mayor Streitfeld supports the idea of postponing this project indefinitely.

New Village Hall Complex

Permitting, Design, and Construction of a new Fire Station and Village Hall Complex to house North Bay Village's Government, Administration, and Police. The current deficit shown on this project will be met by funding contributions from future developments.

	FY 2025-2026 Budget	Total Projected
Project Funding	$14,556,675	$49,685,256
Project Expenditures	$24,378,991	$57,709,805
Overall Project Surplus/Deficit		($8,024,549)

New Community Center

Permitting, Design, and Construction of a new community center in partnership with PFL. The recent addition of a third floor to the community center increased the cost by an additional $2.1 million; however, the project is fully funded via the Village Park Bond and outside developer contributions.

	FY 2025-2026 Budget	Total Projected
Project Funding	$7,600,370	$7,600,370
Project Expenditures	$7,189,622	$7,432,693
Overall Project Surplus/Deficit		$167,677

- Mayor Streitfeld asked to revise this sheet to include the drainage expenses and confirm/negate if we can use stormwater bond funds for drainage improvements.
- Mayor Streitfeld asked to prepare a sheet showing the Village's financial obligation to Treasure Island Elementary School.

North Bay Island Stormwater Improvements

The stormwater improvements for NBI have been broken down into four phases. The first two phases focus on implementing the two pump station systems, including pollution control structures, trash racks, filter elements, energy dissipator structures, and other appurtenances. The last two phases consist of the remaining upstream improvements, which will interconnect the remainder of the Island and add needed capture and conveyance capacity for the overall system. Expenditures in FY 2025-2026 include design for phases 2,3, and 4 and construction of Phase I. Scheduled expenditures for North Bay Island stormwater improvements in FY 2025-2026 are fully funded through a combination of FDEP grants and the Village Stormwater Bond.

	FY 2025-2026 Budget	Total Projected
Project Funding	$16,592,535	$33,655,516
Project Expenditures	$16,592,535	$40,340,781
Overall Project Surplus/Deficit		($6,685,265)

Treasure Island Stormwater Improvements

The stormwater improvements for TI have been broken down into six phases. The first three phases focus on implementing the three (3) pump station systems, including pollution control structures, trash racks, filter elements, energy dissipator structures, and other appurtenances. The last three phases consist of the remaining upstream improvements, which will interconnect with the remainder of the Island and add needed capture and conveyance capacity for the overall system. Scheduled expenditure for FY 2025-2026 includes design and engineering for all phases and construction of Phase I. Further consideration is needed to properly assess and prioritize the execution of the remaining improvements on Treasure Island. Funding this project for FY 2025-2026 is planned exclusively via the Village Stormwater Bond. Additional funding is required to complete construction of the remaining phases in the outer years of the 5-year Capital Improvement Plan.

	FY 2025-2026 Budget	Total Projected
Project Funding	$29,031,438	$29,031,438
Project Expenditures	$29,031,438	$96,552,980
Overall Project Surplus/Deficit		($67,521,542)

Harbor Island Stormwater Improvements

The stormwater improvements for HI have been broken down into three phases. The first phase focuses on implementing the new pump station system, including pollution control structures, trash racks, filter elements, energy dissipator structures, and other appurtenances. The last two phases consist of the remaining upstream improvements, which will interconnect the remainder of the Island and add needed capture and conveyance capacity for the overall system. Scheduled expenditures in FY 2025-2026 for Harbor Island Improvements are for design and engineering of all 3 planned phases. Construction of the remaining phases in the outer years of the 5-year Capital Improvement Plan will require additional funding to complete.

	FY 2025-2026 Budget	Total Projected
Project Funding	$913,036	$913,036
Project Expenditures	$913,036	$14,676,377
Overall Project Surplus/Deficit		($13,763,331)

Stormwater Improvements Budget Summary:

Budgeted costs include Engineering Coordination and Support from BCC Engineering, property acquisition for easements on Treasure Island and North Bay Island, construction contingencies, and escalation. Cost reductions may be available by consolidating design and construction phases, reducing the property acquisitions needed via engineering design, and reducing the scope of the engineering coordination support work order by utilizing Village staff. Even with the potential cost reductions described above, additional funding will be necessary to complete the stormwater improvements identified in the Stormwater Master Plan.

Island	Projected Deficit
North Bay Island	($6,685,265)
Treasure Island	($67,521,542)
Harbor Island	($13,763,331)
Combined Projected Deficit	($87,970,138)

- Mayor Streitfeld would like to workshop all the stormwater improvement projects sometime in October with the new Chief Resilience Officer.

Kennedy Causeway Complete Streets and Bus Shelters

The project involves the following short-term improvements: Five bus shelter structures and yield to pedestrian signs at the four major intersections on 79 Street in the Village, emphasizing safety for pedestrians. Intersection Improvements involve the coloring and restriping of intersections to give clearer pedestrian pathways and bring awareness to all road users of the crossroads. Construction of this project is partially funded by an FDOT state funding agreement that has a 50 percent requirement, which is based on the original construction estimate of $414,000. Any overage is exclusively the responsibility of the Village.

	FY 2025-2026 Budget	Total Projected
Project Funding	$273,907	$712,927
Project Expenditures	$671,935	$712,927
Overall Project Surplus/Deficit		$0

- Commissioner Acosta asked for the bus shelter designs.

Treasure Island Roadway Resurfacing

The project objective is to evaluate the pavement and recommend reconstruction in certain areas, including mill and overlay for the entire neighborhood. The improvements will also consist of stamped asphalt crosswalks within the Project limits. The approximate length of roadway to be reconstructed and/or milled and overlayed is 9,200 LF on Treasure Island only. The limits of work are West Treasure Drive, Jewel Avenue, South Treasure Drive, and the south right-of-way of North Treasure Drive. This project is fully funded by the NBV Road & Safety Improvement Fund.

	FY 2025-2026 Budget	Total Projected
Project Funding	$0	$1,320,047
Project Expenditures	$23,270	$1,320,047
Overall Project Surplus/Deficit		$0

Baywalk Plaza North/Island Walk

The Baywalk Plaza Area North: Phase I will consist of two plaza areas at the corner base of the John F. Kennedy Causeway (NW 79 Street) bridge that links North Bay Village to Miami Beach, at the Village's easternmost area. This North Plaza offers public access to the Intracoastal Waterway/Biscayne Bay and provides access to the future Baywalk Boardwalk project known as Island Walk. This project is funded by two separate grant agreements, one of which (via FDEP) expires on September 30, 2025, that constitutes nearly $1.5 million in funding combined. A revised construction estimate is pending from the design engineer.

	FY 2025-2026 Budget	Total Projected
Project Funding	$0	$2,097,822
Project Expenditures	$2,075,485	$2,089,704
Overall Project Surplus/Deficit		$8,118

Kennedy Causeway Median Beautification

This project aims to improve the aesthetic value in the medians along 79 Street Causeway that runs through the Village in a way that reflects Florida's unique identity and ecology, consisting of native plant materials that are context appropriate. The improved landscaping will also serve to prevent roadside erosion, minimize the need for irrigation, and enhance air and water quality, while preserving required sight distances, lateral offsets, and clear zones for traffic safety. This project is partially funded by an FDOT Beautification Grant.

	FY 2025-2026 Budget	Total Projected
Project Funding	$116,787	$116,787
Project Expenditures	$116,787	$116,787
Overall Project Surplus/Deficit		$0

Generator for Main Wastewater Pump Station

This project is for the acquisition and installation of a new backup generator for the main wastewater pump station. This project is fully funded by the North Bay Village Utility Fund.

	FY 2025-2026 Budget	Total Projected
Project Funding	$350,000	$350,000
Project Expenditures	$350,000	$350,000
Overall Project Surplus/Deficit		$0

Wastewater Pump Station Rehabilitation

The goal of this project is to complete wastewater system improvements at each of the four wastewater pump stations that serve the Village (Village Hall, South Treasure Drive, Hispanola Avenue, and Main). The improvements include replacement of control panels and SCADA systems, replacement upgrades of the pumps at Hispanola Avenue and Main, and new force main piping at Hispanola Avenue. The project was completed under budget in FY 2024-2025. No expenditure is expected for FY 2025-2026.

	FY 2025-2026 Budget	Total Projected
Project Funding	$0	$6,741,856
Project Expenditures	$0	$5,945,379
Overall Project Surplus/Deficit		$796,477

Vogel Park Marine Facilities – Phase II

This project is to provide revised kayak access to the bay for the residents in North Bay Village at this park. The project will also provide a revised kayaking launch and a new jet ski lift. This project will be partially funded via the NBV Police Civil Asset Forfeiture fund.

	FY 2025-2026 Budget	Total Projected
Project Funding	$189,848	$189,848
Project Expenditures	$189,848	$189,848
Overall Project Surplus/Deficit		$0

Harbor Island Entryway Traffic Modification

This project aims to make modifications to the entryway of Harbor Island that will include:

1. Removal of stop signs
2. Construction of a traffic circle at the intersection of Harbor Island Drive, East Drive, and West Drive
3. Addition of pedestrian signals as needed

	FY 2025-2026 Budget	Total Projected
Project Funding	NA	NA
Project Expenditures	NA	NA
Overall Project Surplus/Deficit		NA

- Mayor Streitfeld requested the cost estimate for this project.

North Treasure Drive Temporary Soccer Field

This project will convert the vacant lot along Pirate's Alley in Treasure Island into a temporary soccer field. The project includes the removal and replacement of existing sod, topsoil backfill, grading, and irrigation installation. Bids for this project are currently being sought.

	FY 2025-2026 Budget	Total Projected
Project Funding	NA	NA
Project Expenditures	NA	NA
Overall Project Surplus/Deficit		NA

- Commissioner Chervony said to make accommodations for portable bathroom facilities.

Water, Sewer, and Road Improvements Master Plan

The proposed North Bay Village Water, Sewer, and Road Improvement Master Plan aims to establish a phased, cost-effective strategy to guide future infrastructure upgrades that will enhance system reliability, reduce flooding and service interruptions, and support the Village's long-term growth and resilience. This project will build upon and incorporate the existing Stormwater Master Plan.

	FY 2025-2026 Budget	Total Projected
Project Funding	NA	NA
Project Expenditures	NA	NA
Overall Project Surplus/Deficit		NA

- Mayor Streitfeld asked that a discussion item on the utility master plan project be added to the January 2026 agenda of the Regular Commission Meeting.

- Mayor Streitfeld asked Village Clerk Alba Chang to schedule a Sunshine Meeting in August to discuss the full budget once more before the September hearings.

3. Public Comments:

Mayor Streitfeld opened the floor to public comments. Upon being none, she closed the floor to public comments.

4. Adjournment:

There being no further business to discuss, the meeting adjourned at 8:55 p.m.

Accepted this 16th day of September 2025.

_____
Rachel Streitfeld, Mayor

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

North Bay Village
VILLAGE COMMISSION BUDGET WORKSHOP
VIRTUAL MEETING

AUGUST 20, 2025, | 9:00 A.M.
ZOOM Meeting ID: 847 8286 3138

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1. **Opening Items**
   - **A.** ***Call to Order*****:** Mayor Streitfeld called the meeting to order at 9:01 a.m.

   - **B.** ***Roll Call*****:** Present were the following individuals –
     - Mayor Rachel Streitfeld
     - Vice Mayor Goran Cuk
     - Commissioner Doris Acosta
     - Commissioner Richard Chervony
     - Commissioner Andrew Rotondaro

Mayor Rachel Streitfeld said this meeting will serve as a Q and A for the Commission, and no formal vote will be taken.

Mayor Streitfeld attended the Florida League of Cities Conference this past weekend and relayed the following:

The Florida League of Cities believes the State of Florida will pursue eliminating property taxes.

The Department of Government Efficiency [DOGE] will be monitoring Florida Municipalities for any expenses under the Diversity, Equity, Inclusion [DEI] programs and any expenses marked under "climate change." If any expenses for these programs are spent, DOGE may audit that local government.

DOGE submitted a questionnaire to North Bay Village, and it was completed and sent back by the deadline.

Mayor Streitfeld requested a follow-up on DOGE's comments, if any.

2. **Discussion Items:**

2A. Discussion and Review of the Village's Proposed Budget for FY 2025-2026.

Village Manager Frank Rollason began with a presentation explaining the amendments made to the FY 2025-2026 budget since the last hearing:

Soon after the Budget Workshop on July 24, 2025, Chief Financial Officer Mayte Gamiotea and Vice Mayor Goran Cuk met to further discuss the budget, and $4 million discrepancy was discovered. The Village took immediate action and contracted a third-party vendor to audit the Village's finances from FY 2019-2020 to the present day.

Several approved development agreements from 2020 led to the Village receiving $4 million in Community Contribution Fees that were deposited into General Funds and were never properly

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allocated to the correct account. This led to a domino effect that altered the figures of subsequent fiscal years.

The auditing company will be at the Village for the next few weeks reviewing the books. At the time they share their findings, the Village will properly allocate funds.

The following are rate increases not controlled by the Village:

1. The Florida Retirement System increased rates on July 1, 2025, by 2.4 to 3 percent, depending on the class title, totaling $200,428.

2. Health and Medical Insurance increased by 26 percent, totaling $346,804.

3. Florida Municipal Insurance Trust on Property, Casualty, and Work Comp decreased by 11 percent, yielding a savings of $102,871, less than last year.

The following were revenue adjustments made to the proposed budget:

1. An anticipated TDR sale of $3.6 million was removed. These TDRs remain unsold, but the total value of TDR sales has been calculated at $3.6 million.

2. Anticipated Escrow funds of $2.4 million were removed. A directive by the Commission instructed that this amount be dedicated to the new Village Hall building.

3. A $2,022,660 was added to Unrestricted Community Contribution Fees from a pending Development Agreement currently being negotiated with The Related Group. Consideration of the Development Agreement will take place on September 16, 2025. This amount will help offset the problems in the General Fund.

   Mayor Streitfeld asked to withhold this figure since formal approval of the DA has not taken place, and the figure has the potential to change.

   Village Manager Rollason said that the removal of the anticipated $2,022,660 from Unrestricted Community Contribution Fees will result in an impact on personnel: Salaries, furloughs, and layoffs. This may also result in unexpected resignations that can impact Village operations.

Mayor Streitfeld asked to be briefed on the results of the independent financial audit once it is complete.

The following were personnel reduction recommendations: All figures mentioned include salary and benefits.

1. For General Government, $25,000 was cut for personnel contractual services.
2. The Village Manager's fund cut $160,000 from the Executive Assistant position.
3. The Village Clerk’s Office removed the new Records Specialist position at $79,000.
4. Police deducted $285,000 from new positions.
5. Code Enforcement removed a new position for Code Enforcement Officer for $101,000
6. Finance deducted $8,000 from its departmental expenses for internal promotion.

7. Communications reduced its budget by $25,178
8. Parks and Recreation reduced expenses by $144,261 in new hires.

The following are non-personnel reductions by department:

1. General Government: $51,000 in various areas from training to comp absences.
2. Village Manager: $4,000 in travel expenses
3. Human Resources: $25,000 in events
4. Village Clerk: $3,000 in travel expenses
5. Information Technology: $87,282 in hardware and software
6. Finance: $12,5000 across various areas from training to supplies.
7. Police: $1,052,632 across various areas, including equipment and overtime. Forfeiture money will be used to supplant this cut.
8. Code Enforcement: $5,600 vehicle lease and maintenance
9. Parks and Recreation: $60,000 across various areas, from events to travel.

The following is a timeline of how the FY 2025-2026 budget has been amended:

- June 24, 2025 – First Workshop: $18,239,218. Revisions lowered the initial figure to $18,131,418.
- August 20, 2025 – Last Workshop: $16,564,458
    - Personnel Savings: $827,439
    - Non-Personnel Savings: $1,301,014
    - Total Reductions: $2,128,453

All the Commissioners concurred with Mayor Streitfeld that the best course of action is to wait for the results of the audit.

Vice Mayor Cuk said to prioritize current staff to protect them against layoffs, salary reductions, and furloughs. He suggested meeting with Human Resources Director Jenice Rosado to learn from staff what benefits are the most crucial to further reducing costs.

He suggested considering a work-from-home pilot program and added a suggestion of collaborating with Chief Information Officer Johnny Saavedra on ways we can rely more on AI for daily routine tasks.

Commissioner Acosta suggested that removing the Legislative Aide position for the Commission could also be cut to alleviate the deficit.

Vice Mayor Cuk suggested that the salary for the position be reduced. He offered to cut the Commission's Event budget.

Mayor Streitfeld suggested combining the Village Manager's Assistant and the Legislative Aide into one position. She also proposed combining the Village Hall groundbreaking ceremony with the State of the Village event.

Commissioner Chervony and Commissioner Acosta recommended leaving the Unrestricted Community Contribution Fees from a pending Development Agreement currently being negotiated with The Related Group of $2,022,660 in the budget for now.

All the members of the Commission expressed appreciation to the staff for their work and cooperation in creating a reasonable budget.

3. Adjournment:

Commissioner Chervony made a motion to adjourn. It was seconded by Vice Mayor Cuk.

There being no further business to discuss, the meeting adjourned at 9:55 a.m.

Accepted this 16th day of September 2025.

_____
Rachel Streitfeld, Mayor

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

ITEM NO. 8.A

North Bay Village
Recommendation Memorandum

DATE: September 16, 2025

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 (August 2025)

RECOMMENDATION

BACKGROUND AND ANALYSIS
Communications & Special Events Report (August 2025)

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONEN/A

PERSONNEL IMPACT
NONE

ATTACHMENTS
August2025CommunicationsReport.pdf

North Bay Village

Communications & Events Monthly Report: July - August - September

NORTH BAY VILLAGE
HEART OF THE BAY

Public Education & Outreach:

- Recycling Education Campaign: Partnered with Code Enforcement on bin compliance initiative with educational tagging program
- PD Back-to-School Giveaway: Coordinated promotional activities and community outreach
- Mobile Mammogram Unit: Coordinated from start to finish at Village Hall, successfully screening dozens of women for breast cancer
- Million Orchid Project: Promoted Village participation in conservation initiative
- Culture Crawl: Completed final NBV Connector trolley stop for July event

Policy Communications:

- Condo Special Assessment Program: Created press release and promotional materials for Commission-passed program

Recreation Programming:

- NBV Soccer Program: Full takeover including relocation, restructuring, marketing, and program management

Planning & Budget:

- FY 2025-2026 Budget: Completed budget preparation including new community programming initiatives

Major Event Planning:

- NBV 80th Anniversary Celebration: Actively planning and marketing October celebration. Presented event outline to Commission in July, now executing approved plans with vendor coordination, logistics, and promotional campaigns.

On *Instagram*, our NBV account has **4,734 followers. (Average increased 100/month)**
On *Facebook*, our NBV account has 2,200+ followers.
On *Twitter*, our NBV account has 1,265 followers.
On *LinkedIn*, our NBV account has 60,000 impressions.

ITEM NO. 8.B

North Bay Village
Recommendation Memorandum

DATE: September 16, 2025

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

FROM: Orlando Rodriguez, Code Enforcement Division Director

SPONSORED BY:

SUBJECT: Code Enforcement Report (July & August 2025)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Recovered $9,025.00 in Code Enforcement Fines.

PERSONNEL IMPACT
N/A

ATTACHMENTS
July 2025 CM-Code Report.pdf
August 2025 CM-Code Report.pdf

	Code	Statistics	Aug-25	$	$	X	X
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7904 West Drive #817	Property Maintenance	Warning	8/1/2025				
7920 East Drive	Bulk Trash	Warning	8/4/2025				
7917 West Drive	Bulk Trash	Warning	8/4/2025				
7929 West Drive #1103	SWO	Posted	8/5/2025				
7904 West Drive #917	Property Maintenance	Warning	8/5/2025				
7800 Center Bay Drive	WWP	Citation	8/6/2025	$250.00			
7730 Center Bay Drive	WWP	Citation	8/6/2025	$250.00			
7548 W Treasure Drive	Construction Site Maint/ID	Citation	8/7/2025	$500.00			
7549 W Treasure Drive	Recycling Violation	Warning	8/7/2025				
7516 W Treasure Drive	Construction Site Maint/ID	Citation	8/7/2025	$250.00			
7939 East Drive	Operating/Advertising	Warning	8/7/2025				
1630 S Treasure Drive	Construction Site Maint	Warning	8/7/2025				
7548 W Treasure Drive	SWO	Posted	8/12/2025				
7937 East Drive	Property Maintenance	Warning	8/12/2025				
7509 W Treasure Drive	Noise	Citation	8/12/2025	$250.00			
7544 W Treasure Drive	Construction Site Maint	Warning	8/12/2025				
7548 W Treasure Drive	Construction Site Maint	Warning	8/12/2025				
7516 W Treasure Drive	Construction Site Maint/ID	Citation	8/13/2025		$250.00		
7524 Mutiny Ave	Operating/Advertising	Warning	8/13/2025				
7524 Mutiny Ave	BTR	Warning	8/13/2025				
7528 Buccaneer Ave	Operating/Advertising	Warning	8/13/2025				
7528 Buccaneer Ave	BTR	Warning	8/13/2025				
7920 East Drive	Bulk Trash	Warning	8/13/2025				
8000 West Drive	Bulk Trash	Warning	8/13/2025				
7533 W Treasure Drive	Bulk Trash	Warning	8/14/2025				
7711 Beach View Drive	Landscape	Warning	8/14/2025				
7545 Hispanola Ave	Landscape	Warning	8/14/2025				
7730 Center Bay Drive	WWP	Citation	8/15/2025		$250.00		
1601 Kennedy Cswy	Property Maintenance	Warning	8/14/2025				
7536 Bounty Ave	Operating/Advertising	Citation	8/15/2025	$250.00			
7536 Bounty Ave	BTR	Citation	8/15/2025	$250.00			
7930 East Drive	WWP	Citation	8/15/2025	$250.00			
7420 Beach View Drive	Noise	Warning	8/17/2025				
1666 Kennedy Cswy #102	BTR	Warning	8/18/2025				
7946 East Drive	Bulk Trash	Warning	8/18/2025				
7917 East Drive	Bulk Trash	Warning	8/18/2025				
7937 East Drive	Bulk Trash	Warning	8/18/2025				
7937 East Drive	Trash	Citation	8/18/2025	$200.00			
1455 N Treasure Drive	Noise	Warning	8/18/2025				
7544 Adventure Ave	Bulk Trash	Warning	8/18/2025				
7400 Miami View Drive	Recycling Violation	Warning	8/19/2025				
7421 Center Bay Drive	Recycling Violation	Warning	8/19/2025				
7421 Beach View Drive	Recycling Violation	Warning	8/19/2025				
7401 Beach View Drive	Fence Maintenance	Warning	8/19/2025				
7501 Adventure Ave	Recycling Violation	Warning	8/19/2025				
7513 W Treasure Drive	Recycling Violation	Warning	8/19/2025				
7509 W Treasure Drive	Construction Site Maint	Warning	8/19/2025				
7560 W Treasure Drive	Landscape	Citation	8/19/2025		$200.00		
7801 Center Bay Drive	Landscape	Warning	8/19/2025				
Recycling Project	Treasure Island	Posted	8/20/2025				
Recycling Project	North Bay Island	Posted	8/20/2025				
1750 S Treasure Drive	Building Recertification	Warning	8/20/2025				
7545 E Treasure Drive	Building Recertification	Warning	8/20/2025				
7508 W Treasure Drive	Fence Mesh	Warning	8/21/2025				
7927 East Drive	Trash	Warning	8/21/2025				
7930 East Drive	WWP	Citation	8/21/2025		$250.00		
7421 Center Bay Drive	Recycling Cans	Warning	8/22/2025				
1351 Bay Terrace	Recycling Cans	Warning	8/22/2025				
1353 Bay Terrace	Recycling Cans	Warning	8/22/2025				
1624 Kennedy Cswy	Trash Violation	Warning	8/22/2025				
7401 Miami View Drive	WWP	Citation	8/25/2025		$250.00		
1750 S Treasure Drive	WWP	Citation	8/25/2025	$250.00			
7924 East Drive	Bulk Trash	Warning	8/25/2025				
7516 Bounty Ave	Noise	Warning	8/26/2025				
1750 S Treasure Drive	WWP	Citation	8/26/2025		$250.00		
7512 Buccaneer Ave	Trash	Warning	8/26/2025				
7516 Bounty Ave	Prohibited Sign	Warning	8/27/2025				
7516 Bounty Ave	Construction Site Maint	Warning	8/27/2025				
7521 Bounty Ave	Bulk Trash	Warning	8/27/2025				
7544 W Treasure Drive	Blocking ROW	Warning	8/27/2025				

7711 Center Bay Drive	Bulk Trash	Warning	8/27/2025				
7524 Mutiny Ave	Operating/Advertising	Citation	8/27/2025	$250.00			
7524 Mutiny Ave	BTR	Citation	8/27/2025	$250.00			
7524 Mutiny Ave	Recycling Violation	Warning	8/27/2025				
7900 Harbor Island Drive	Blowers	Warning	8/28/2025				
7528 Buccaneer Ave	Operating/Advertising	Citation	8/28/2025	$250.00			
7528 Buccaneer Ave	BTR	Citation	8/28/2025	$250.00			
7915 East Drive	Bulk Trash	Warning	8/29/2025				
(28) Lien Searches							

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
SWO	Stop Work Order
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
STRV Strike	Code violation counted when revoking/denying an STVR License

	Code	Statistics	Aug-25	$	$	X	X
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
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Open/Unsecured	Construction Site Open and Unsecured
STRV Strike	Code violation counted when revoking/denying an STVR License

ITEM NO. 8.C

North Bay Village
Recommendation Memorandum

DATE: September 16, 2025

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

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY: NONE

SUBJECT: Traffic Enforcement Report (August 2025)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONENONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Monthly Traffic Report (August 2025).pdf

North Bay Village Police Department
Memorandum

Date: September 1, 2025

To: Assistant Chief, R. Jenkins

From: Lieutenant, Norlan Benitez

Subject: Monthly Traffic Enforcement Report for August 1 to August 31, 2025

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 August 2025. The purpose of our traffic safety campaign is to enhance traffic safety in our community and mitigate violations of traffic laws through the apprehension and citation of drivers, public education, and raise 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:

- 265 – Speeding Citations
- 54– Criminal Citations
- 78–Moving Violation Citations
- 261 – Non-Moving Citations
- 97 – Warnings

Traffic Enforcement on Treasure Island:

- 0 – Speeding Citation
- 5 – Criminal Citations
- 31 – Moving Violation Citations
- 32– Non-Moving Citations
- 18 – Warnings

Traffic Enforcement on Harbor Island:

- 0 – Speeding Citation
- 3 – Criminal Citation
- 12– Moving Violation Citations
- 28– Non-Moving Citations
- 12 – 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:

- 769– Citations
- 127–Warnings
- 183– Parking Citations

ITEM NO. 9.A

North Bay Village
Recommendation Memorandum

DATE: **September 16, 2025**

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

FROM: **Alba L. Chang, Village Clerk**

SPONSORED BY:

SUBJECT: **Village Clerk Report for July and August of 2025**

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 processing of agreements, Resolutions and Ordinances, Management and Oversight of the Village Business Tax Receipts, Residents' Board Administration/Support, and the coordination of the General and Special Elections.

Agendas

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 Advisory Boards.

Public Notices - July

The Village Clerk's Office issued a total of 10 Public Meeting Notices for July and 2 Notices for August 2025.. These notices include various types of meetings, including Town Hall, Village Commission Meetings, Workshops, Resident Advisory Boards, Special Magistrate Hearings, Sunshine Meetings, and Request for Proposals.

Execution of Documents - July

Resolutions	Agreements
14	3

Execution of Documents - August

Resolutions	Agreements
0	7

Records Management / Building Department Property Files Project
* Cap Government

The first phase of scanning all property files for the Building Department records room has been completed. The second phase, which is mainly large architectural files in the vault room, will commence.

Business Tax Receipt - Update
As of September 8, 2025, the number of businesses pending a submittal for a County Certificate of Use has significantly reduced to 1. Many of the pending businesses are either in the process of completing the DERM CU application, have already submitted it, and are currently under review or follow-up.

Summary of Total Business not in compliance with DERM or under review
* Not in Compliance - 1
* Pending CU Submit - 13

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NoneN/A

PERSONNEL IMPACT
None

ATTACHMENTS
PRR Log - July
PRR Log - August
Advisory Board Attendance - July

Last Updated:	8/27/2025 12:42				
Public Records Request Log - JULY					
DATE	**NAME (REQUESTOR)**	**DEPARTMENT**	**REQUESTED INFORMATION**	**COST**	**RESPONSE DATE (BUSINESS DAYS) CLOSED / COMPLETED**
7/1/2025	Josy Infante - Sales Admin Assistant / FE Florida Engineering Josephine@fleng.com	Building	Any/All permits for the following btwn January 1, 2025 - PRESENT *pool/spaool / spa *Screen enclosures *Solar Installations *Mechanical HVACp	N/A	7/1/2025
7/1/2025	Lissanny LISA Ross - Quality Control Analyst / APC Engineering Enterprises, INC. lissannyapc@gmail.com	Building Village Clerk	Most recent roof permit for 7530 Beach View Drive, NBV - 33141	N/A	7/2/2025
7/1/2025	Dave O'Hagan - Director / Porto La Vie	Village Clerk	MOU - AFA/NBV and TIES	N/A	7/1/2025
7/2/2025	Jack and Elisa Selanikio selanikio@atlanticbb.net 786-209-9304	Building Village Clerk	7516 Cutlass Avenue - Roof Permit	N/A	7/8/2025
7/3/2025	Eli Dalfin elichalfinny@gmail.com	Building	Approved foundation/piling plans for Shoma Bay - 1872 79 Street	N/A	7/3/2025
7/8/2025	Lautaro Desiano lau@brick2.net	Building Village Clerk	Microfilm records for the following property: 1365 Bay Terrace	N/A	7/17/2025

7/8/2025	Scott Temares stemares@yahoo.com	Human Resources	Personnel File: Angela Atkinson 1) Complete personnel file, including all documents related to hiring, employment history, compensation, benefits, training, certifications, disciplinary actions, performance evaluations, and any derogatory records. 2) Any records created or sent after the employee's separation from employment, including but not limited to job reference letters, responses to reference inquiries, performance assessments, or any other correspondence related to the employee's tenure or conduct. 3) Any internal or external communications, memoranda or notes regarding the employee's performance, conduct, or separation or derogatory information, or complaints.	N/A	7/11/2025
7/11/2025	Maria Aljure maaljurec99@yahoo.com	Finance	1. Bank Accounts: A list of all demand deposit accounts (e.g., checking, money market, savings) held by the City as of the most recent date available. 2. Interest Rates: The interest rates applied to each of these accounts for the most recent period for which data is available. 3. Balance: Could you kindly provide the total balance that is kept in these accounts at First Horizon Bank, please?	N/A	8/6/2025

7/14/2025	Federico Mautone fmautone@rsmiami.com	Building	Building Audit Process (BAP) report for the property located at Bay Waters Condo - 7945 East Drive	N/A	7/14/2025
7/14/2025	Federico Mautone fmautone@rsmiami.com	Building	Building Audit Process (BAP) report for the property located at Mon Plaisir - 7941 East Drive	N/A	7/14/2025
7/14/2025	Federico Mautone fmautone@rsmiami.com	Building Village Clerk	Certificate of Occupancy for 7941 E Drive 7945 E Drive	N/A	7/14/2025
7/14/2025	Paula Barros pauleyyes@gmail.com victoriabateslidosecretary@outlook.com	Public Works	The Lido Condomimium - 7921 E Drive As-Builts plumbing/pipe system plans	N/A	7/24/2025
7/14/2025	Johana Andreina Molero Ochoa jmolero2109@gmail.com	Village Clerk	property records, owners and property tax paid	N/A	7/15/2025
7/14/2025	Adil Benjelloun adil@abbint.net 786-282-8000	Public Works	7510 Coquina Drive is connected to the city sewer system or is currently operating on a septic system.	N/A	7/17/2025
7/15/2025	Anamarie Era aalvarez2313@gmail.com	Building Village Clerk	All active business licenses (or Local Business Tax Receipts and Certificates of Use, if applicable) currently issued within your municipality: • Business name • Business address • License number or account number • License type or business category • Status (e.g., active/inactive) • Issue and expiration dates	N/A	7/22/2025

7/15/2025	Danick Baron - Data Acquisition Specialist / SmartProcure	Finance	Purchasing Records from April 17, 2025, through PRESENT 1. Purchase order number. If purchase orders are not used, a comparable substitute is acceptable, i.e., invoice, encumbrance, or check number 2. Purchase date 3. Line item details (Detailed description of the purchase) 4. Line item quantity 5. Line item price 6. Vendor ID number, name, address, contact person and email address If you would like to let me know what type of financial software you use, I may have report samples that help to determine how, or if, you are able to respond.	N/A	7/15/2025
7/15/2025	William Ortiz c/o City of Miami District 3 Commissioner Joe Carollo	Village Clerk	Special Meeting video from April 2, 2024	N/A	7/15/2025
7/17/2025	Joe Balber - Property Key jbalber@propertykey.com	Code Enforcement Village Clerk	NBV - Code Violation Report	N/A	7/18/2025
7/17/2025	Anabely Revetti arevetti@mcm-us.com	Finance	RFQ 2025-006: Construction of Village Hall/Public Safety Complex and Fire Station 27	N/A	7/22/2025
7/17/2025	Jenna Weissman jweissman@pirtleconstruction.com	Finance	RFQ 2022-005: Architectural/Engineering Design Services for Village Hall/Public Safety Complex	N/A	7/24/2025
7/17/2025	Ahad Momin - Staff Engineer / Langan	Public Works	As Builts for 1681-1725 79 Street Causeway	N/A	8/1/2025
7/18/2025	Brandon Fabio brandon@foremostroofingfl.com	Building Village Clerk	7530 Center Bay Drive - roof permit	N/A	7/18/2025

7/18/2025	Lautaro Desiano lau@brick2.net	Building Village Clerk	1365 Bay Terrace: 170000525-6826 170000526-6827 10-P00133-345 10-M00119-383	N/A	7/18/2025
7/21/2025	Mark Murphy - Owner / MIA CUCINA	Building Village Clerk	7531 Coquina Drive - Plans/Survey	N/A	7/21/2025
7/21/2025	Luis Arrieta - Project Manager / NINE Engineering Luis.Arrieta@9eng.com	Public Works	As-Builts: 7611 Coquina Drive: • Water • Sanitary Sewer • Storm Drainage • Any relevant underground utilities in the project area	N/A	8/1/2025
7/22/2025	Libardo Garcia impalaservicesusa@gmail.com	Building Village Clerk	1865 79 Street Causeway, Unit PH K Plans	N/A	8/4/2025
7/24/2025	Maria Aparicio - Project Manager / Roofing Nation	Building Village Clerk	7510 Beachview Drive - Roofing Permit	N/A	7/24/2025
7/24/2025	Adrian Harrison adrianharrison366@gmail.com	Code Enforcement Village Clerk	NBV - Code Violation Report - JUNE	N/A	7/25/2025
7/27/2025	Alisha Graham closings@fltcteam.com	Building Village Clerk	Construction/Structure Plans for - i.~~1580 S Treasure Drive~~ ii.~~1460 S. Treasure Drive~~ iii.~~1550 S Treasure Drive~~ iv.~~7441 Coquina Drive~~	N/A	8/5/2025

7/29/2025	Glenn Matonak - Chief Administrative Officer / Florida FOP	Human Resources	General Employees Bargaining Unit, PERC Certification 1850, can you please send the following: 1. The list of employee names and job titles for employees who are eligible for representation under the bargaining unit. To avoid any confusion, we are not asking about FOP membership status, we are asking for the names and titles of all eligible employees in bargaining unit positions. 2. Please limit the list to employees who were employed as of 7/29/2025, as required by Florida Statute 447.305(3)(a).	N/A	8/12/2025
7/30/2025	Agneth Camille foia@buildzoom.com	Building	Request a copy of your building permit records since June 17, 2025, to present. Please include any fields that your permitting system tracks. This includes but is not limited to: -Permit Number -Applied/Issued Dates -Work Address -Permit Type -Permit Status -Description of the work being done -Contractor and Architect Details -Job Valuations	N/A	8/5/2025
7/30/2025	Lisa Martin - Realtor-Associate / Urban Resource	Building	Bayshore Yacht and Tennis Club 7904 W Drive 40-Year Certification	N/A	8/5/2025
7/31/2025	Angelo Menezes - President Zayra Shmuels	Building Village Clerk	7521 W Treasure Drive - Roof Permit	N/A	8/4/2025

Last Updated:	8/27/2025 12:42				
Public Records Request Log - JULY: NBV PD					
7/2/2025	Simone Stewart - Traffic Misdemeanor Division / State Attorney	Police	BWC: AG8X2KE NBV PD Case Number:	N/A	7/2/2025
7/2/2025	Kamari Dawson - Traffic Divisions / State Attorney	Police	BWC: AKM9HXE NBV PD Case Number: 202500033122	N/A	7/3/2025
7/2/2025	Miguel Angel Palacios - Legal Assistant / State Attorney	Police	BWC: AKM8HME NBV PD Case Number: 202500019643	N/A	7/3/2025
7/7/2025	Kamari Dawson - Traffic Divisions / State Attorney	Police	BWC: AKM9EHE NBV PD Case Number: 202500032167	N/A	7/7/2025
7/9/2025	Miguel Angel Palacios - Legal Assistant / State Attorney	Police	BWC: AKM8UGE NBV PD Case Number: 202500024535	N/A	7/9/2025
7/9/2025	Callie L. Fink Julian Peterson bluealarm1@gmail.com	Police	NBV PD Case Number: 13-2023-CF-011311-0001-XX	N/A	
7/10/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: B25013145 NBV PD Case Number: 202500039697	N/A	7/10/2025
7/10/2025	Kamari Dawson - Traffic Divisions / State Attorney	Police	BWC: ALO0JRE NBV PD Case Number: 202500037246	N/A	7/10/2025
7/10/2025	Walter Solomon, MD waltersalomon777@gmail.com	Police	NBV PD Case Number: 202500033657	$ 306.06	7/22/2025
7/11/2025	Gary Scott - Traffic Division / State Attorney	Police	BWC: AKM5XQE NBV PD Case Number: 202400063014	N/A	7/14/2025
7/11/2025	Gary Scott - Traffic Division / State Attorney	Police	BWC: AKM67EE NBV PD Case Number: 20240066711	N/A	7/14/2025
7/14/2025	Sara William - Traffic Secretary / State Attorney	Police	BWC: AI8DVHE NBV PD Case Number: 202400038072	N/A	7/14/2025
7/14/2025	Julian Peterson Team Blue Alarm - bluealarm1@gmail.com	Police	NBV PD Case Number: 13-2023-CF-019209-0001-XX	N/A	7/14/2025

7/14/2025	Kamari Dawson - Traffic Divisions / State Attorney	Police	BWC: AKM7GKE BWC: AKM7GLE BWC: AKM7GJE NBV PD Case Number: 2503180018034	N/A	7/14/2025
7/15/2025	Adrianne Louis - Legal Assistant / State Attorney	Police	BWC: ALO0PME NBV PD Case Number: 202500039618	N/A	7/15/2025
7/15/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM94AE NBV PD Case Number: 202500028367	N/A	7/15/2025
7/15/2025	Tiketha Allen - Legal Assistant / State Attorney	Police	BWC: A9KU8OE NBV PD Case Number: PD250610171173 / 2025-00036727	N/A	7/15/2025
7/16/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM6KTE NBV PD Case Number: 202400069695	N/A	7/16/2025
7/16/2025	Jason Apolinario japolinario@360condo.net	Police	Police Reports for Taylor Minter at 7910 Harbor Island Drive, UNIT 709	N/A	
7/17/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM7DIE NBV PD Case Number: 202500007415	N/A	7/17/2025
7/17/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AI8F24E NBV PD Case Number: 202400056631	N/A	7/17/2025
7/17/2025	Luca Angiolotti lucatoscanaconstruction@gmail.com 786-953-2130	Police	NBV PD Case Number: 202100029303	N/A	7/23/2025
7/18/2025	Miguel Angel Palacios - Legal Assistant / State Attorney	Police	BWC: AGS63KE NBV PD Case Number:	N/A	7/21/2025
7/21/2025	Kamari Dawson - Traffic Divisions / State Attorney	Police	BWC: AKM9JRE NBV PD Case Number: 20250003486	N/A	7/21/2025
7/21/2025	Emily Castelloe - Commercial Auto Adjuster / Constitution State Services	Police	NBV PD Case Number: 202500031383	**$ 355.09**	**PENDING PAYMENT**
7/24/2025	Kamari Dawson - Traffic Divisions / State Attorney	Police	BWC: ALO0SUE NBV PD Case Number: 202500040613	N/A	7/24/2025
7/24/2025	Daniela Alvarado / State Attorney	Police	BWC: AI8DORE NBV PD Case Number: 202400035662	N/A	7/28/2025

7/24/2025	Kamari Dawson - Traffic Divisions / State Attorney	Police	BWC: AKM9KZE NBV PD Case Number: Requesting Case Number NBV PD Case Number: 202500033658	N/A	7/28/2025
7/24/2025	Paula Barros pauleyyes@gmail.com	Police	BWC from April 2, 2025, at 8:56 p.m. on HI w Sergeant David Floyd Badge number 00242 ID number 0242 Troop / unit number NBV 211	N/A	8/15/2025
7/24/2025	Melanie Stewart - Felony Screening Unit / Assistant State Attorney	Police	NBV PD Case Number: 202500044919	N/A	
7/25/2025	Kamari Dawson - Traffic Divisions / State Attorney	Police	BWC: AKM99WE NBV PD Case Number: 202500030426	N/A	7/28/2025
7/29/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: B25014071 NBV PD Case Number: 202500042438	N/A	7/29/2025
7/30/2025	Stephany Mercado - MIAMI DADE STATE ATTORNEY's OFFICE StephanyMercado@MiamiSAO.com	Police	NBV PD Case Number: 202500023954	N/A	7/30/2025 8/14/2025
7/30/2025	Odalys De Armas odalysdearmas@gmail.com	Police	NBV PD Case Number: 202500002001 NBV PD Case Number: 202500002888 NBV PD Case Number: 202500004827 NBV PD Case Number: 20250006876	**$ 883.50**	**PENDING PAYMENT for BWC** PD Reports/Audio sent by M. Armand on 8/22/2025 [ib]
7/31/2025	Sujey Rosales - Leadworker / State Attorney	Police	BWC: F25015045 NBV PD Case Number: 202500046005	N/A	7/31/2025
7/31/2025	Miguel Angel Palacios - Legal Assistant / State Attorney	Police	BWC: ALO0LQE NBV PD Case Number: 202500038199	N/A	7/31/2025
7/31/2025	Sydra Shapiro - Felony Divisions / State Attorney	Police	BWC: F25016252 NBV PD Case Number: 202500045629	N/A	8/1/2025
8/15/2025	Kamari Dawson - Traffic Divisions / State Attorney	Police	BWC: ALO0VLE NBV PD Case Number: 202500041651	N/A	8/15/2025
8/15/2025	Kamari Dawson - Traffic Divisions / State Attorney	Police	BWC: ALO15NE NBV PD Case Number: 202500044050	N/A	8/15/2025

8/15/2025	Kamari Dawson - Traffic Divisions / State Attorney	Police	BWC: ALO18AE NBV PD Case Number: 202500044601	N/A	8/15/2025

Last Updated:	9/8/2025 10:43				
Public Records Request Log - AUGUST					
DATE	**NAME (REQUESTOR)**	**DEPARTMENT**	**REQUESTED INFORMATION**	**COST**	**RESPONSE DATE (BUSINESS DAYS) CLOSED / COMPLETED**
8/1/2025	Guillermo Parra, LCAM mgr@islandplacecondos.com	Building	Island Place at NBV Condo 1455 N Treasure Drive Permits for shutters and sliding doors from 2015 - 2025	N/A	8/13/2025
8/1/2025	Danny Atar dannyatar2@gmail.com	Building Village Clerk	7811 Beachview Drive - Roof Permit	N/A	8/1/2025 8/13/2025
8/1/2025	Teresa Muniz tmuniz@gunster.com	Building Village Clerk	Any correspondence between the building official and any village employee, elected official, property owner, property manager, or condominium association at 7945 East Drive concerning deterioration to the pool deck and/or seawall of 7945 East Drive. Any documentation showing damage to the pool deck and/or seawall at 7945 East Drive.	N/A	PENDING RESPONSE
8/1/2025	D. Ruel Miles - BD Director / Land Developers Consortium, LLC. ruel@ldccompanies.com	Finance	Recording pre-bid meeting North Bay Village Village Hall/Public Safety Complex & Miami-Dade County Fire Station No. 27	N/A	8/4/2025
8/5/2025	Norman Selby - Property Analyst / Prop Logix Norman.Selby@proplogix.com	Building	Lien Search Request for 7900 Harbor Island Drive, UNIT 1026	N/A	8/8/2025
8/6/2025	Andreana Jackson 305-345-6858 andreanajackson@gmail.com	Communications / Special Events / Marketing	NBV EMAIL LIST	N/A	8/6/2025
8/11/2025	Josh Greenspoon Marder 305-789-2748 joshua.remedios@gmlaw.com	Building	Osteria Del Teatro - 1666 79 Street Causeway, Suite 102 Certificate of Use and BTR	N/A	8/21/2025
8/12/2025	Glenn Matonak - Chief Administrative Officer / Florida FOP	Human Resources	List of all employees in the bargaining unit who were actively employed on July 29, 2025. This includes any employee hired on or before that date and still employed by NBV on that specific day. Even if an employee resigned or was terminated after July 29, 2025, we still need their names as they were employed as of that date. Essentially, we need a snapshot of the employees as of July 29, 2025.	N/A	8/19/2025
8/12/2025	Debbie Person 561-881-3300 dperson@lakeparkflorida.gov	Human Resources	Personnel File - Samantha-Minns	N/A	8/28/2025
8/13/2025	Harrison Denman 305-381-9818 hdenman@theeuclidgrp.com	Building	A list of condominiums/co-ops that are pending, have recently applied for, or have been noticed for building recertification, as well as those that have recently undergone their building recertification and/or structural integrity reserve studies.	N/A	8/18/2025
8/13/2025	Danny Vercetti dv@vercetti.net	Finance	RFQ 2025-006 NBV Hall / Firestation 27	N/A	8/20/2025
8/18/2025	Joe Balber - Property Key jbalber@propertykey.com	Code Enforcement Village Clerk	NBV - Code Violation Report	N/A	8/18/2025
8/19/2025	Kate Brooks - Lien Search Processor / Network Transaction Solutions kate.brooks@ntspros.com lspc@ntspros.com	Building	7536 Cutlass Avenue - Lien Search	N/A	8/29/2025
8/19/2025	Ian Dolan 305-861-4863 Idolan@townofsurfsidefl.gov creyes@townofsurfsidefl.gov	Village Clerk	NBV EMAIL DISTRIBUTION LIST - Residents and Elected Officials	N/A	8/19/2025
8/21/2025	Joe Pileri via Vice Mayor G. Cuk	Building Village Clerk	Window/Door Permits for the LEXI CONDO 1700 Kennedy Causeway 7901 Hispanola Avenue, UNIT 712	N/A	8/26/2025

8/21/2025	Jenorgen Guillen - City Clerk / City of Hallandale Beach jguillen@hallandalebeachfl.gov	Village Clerk	Cost of Lobby/Principal Registration	N/A	8/22/2025
8/25/2025	Denise Harrison 954-857-1489, ext 4209 dharrison@cohb.org	Human Resources	Personnel File - Marlon Lobban	N/A	8/26/2025
8/25/2025	Helen Alba 3056675474 halba@keithteam.com	Public Works	As-Builts: 1265 NE 79 Street - 01-3208-031-0020 1275 NE 79 Street - 01-3208-031-0010	N/A	
8/26/2025	David Correa - Investigator Miami Dade Public Defender's Office	Building	Permit History for 7529 Mutiny Avenue from January 2024 - PRESENT	N/A	8/26/2025
8/28/2025	Moshe Korf mk@thehummingteam.com mendy@thehummingteam.com	Building Village Clerk	Grandview Palace - 7601 E Treasure Drive, UNIT CU-13: Plans	N/A	
8/29/2025	David Correa - Investigator Miami Dade Public Defender's Office	Building	Amended Request: ALL Permit History for 7529 Mutiny Avenue from January 2020 - PRESENT	N/A	8/26/2025
8/29/2025	Vanessa Urrego vurrego04@gmail.com	Building	Land/Ground Lease affiliated with North Bay White House/Building A - 1800 79 Street Causeway, Suite A101/Mario Martinez	N/A	8/29/2025

			Last Updated: 9/8/2025 10:43		
Public Records Request Log - JULY: NBV PD					
8/4/2025	Margalit Sabin - Legal Assistant / State Attorney	Police	BWC: AKM94DE NBV PD Case Number: 202500028368	N/A	8/5/2025
8/5/2025	Sara William - Traffic Secretary / State Attorney	Police	BWC: ALO0NCE NBV PD Case Number: 202500038986	N/A	8/5/2025
8/5/2025	Gary Scott - Traffic Division / State Attorney	Police	BWC: AGS4U1E NBV PD Case Number: 20230061879	N/A	8/5/2025
8/6/2025	Kamari Dawson - Traffic Divisions / State Attorney	Police	BWC: ALO13OE NBV PD Case Number:20250043734	N/A	8/7/2025
8/7/2025	Rebecca De Lima - Crimes Division / State Attorney	Police	BWC: B25014270 NBV PD Case Number: 202500043389	N/A	8/11/2025
8/12/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: B25014271 NBV PD Case Number: 202500043389	N/A	8/11/2025
8/12/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: B25016422 NBV PD Case Number: 202500045906	N/A	8/12/2025
8/15/2025	Gary Scott - Traffic Division / State Attorney	Police	BWC: AGS5DGE NBV PD Case Number:	N/A	8/13/2025
8/18/2025	Tiketha Allen - DUI / State Attorney	Police	BWC: ALO1NXE NBV PD Case Number: 202500050825	N/A	8/18/2025
8/19/2025	Lillian Gonzalez - Legal Assistant III / State Attorney	Police	BWC: A9KUELE NBV PD Case Number: PD250808232869	N/A	8/19/2025
8/20/2025	Gary Scott - Traffic Division / State Attorney	Police	BWC: ALO0Q4E NBV PD Case Number: 202500039632	N/A	8/20/2025
8/20/2025	Gary Scott - Traffic Division / State Attorney	Police	BWC:ALO0NHE NBV PD Case Number: 202500038990	N/A	8/20/2025
8/21/2025	Gary Scott - Traffic Division / State Attorney	Police	BWC: AKM811E NBV PD Case Number: 202500013526	N/A	8/21/2025
8/25/2025	Kamari Dawson - Traffic Divisions / State Attorney	Police	BWC: ALO19SE NBV PD Case Number: 202500044891	N/A	8/25/2025

8/18/2025	Marie De La Paz 305-558-3333 mdelapaz@hgpd.org	Police	NBV PD Case Number: 202500054061	N/A	8/26/2025
8/27/2025	Miguel Angel Palacios - Legal Assistant / State Attorney	Police	BWC: ALO14WE NBV PD Case Number: 202500044006	N/A	8/27/2025
8/28/2025	Kamari Dawson - Traffic Divisions / State Attorney	Police	BWC: ALO1M6E NBV PD Case Number: 202500050011	N/A	8/28/2025
8/28/2025	Kamari Dawson - Traffic Divisions / State Attorney	Police	BWC: ALO1I3E NBV PD Case Number: 202500048464	N/A	8/28/2025
8/28/2025	Kamari Dawson - Traffic Divisions / State Attorney	Police	BWC: ALO1E0E NBV PD Case Number: 202500046568	N/A	8/28/2025
8/5/2025	Poli Lapiras 954-686-340-0398 poli@rafaelilaw.com	Police	NBV PD Case Number: 202500050662	N/A	**PENDING RESPONSE**
8/6/2025	Ana Plaba 954-356-215-9392 aplaba@rafaelilaw.com	Police	NBV PD Case Number: 26084879	N/A	**PENDING RESPONSE**
8/12/2025	Urban Resource 305-403-2424 jesus@urbanresource.com	Police	7927 E Drive, UNIT 265 and UNIT 278 on August 4, 2025	N/A	
8/18/2025	Police Insider 1 policeinsider1@workwdeep.com	Police	Arrest logs from your department covering the period from October 1, 2023, through August 1, 2025. Please include any case in which at least one of the following charges is present (even if there are additional charges): 1. Resisting Arrest – Fla. Stat. § 843.02 2. Obstructing a Law Enforcement Officer – Fla. Stat. § 843.02 3. Battery on a Law Enforcement Officer – Fla. Stat. § 784.07(2) 4. Fleeing or Attempting to Elude a Police Officer – Fla. Stat. § 316.1935 5. Kidnapping – Fla. Stat. § 787.01 6. First-Degree Murder – Fla. Stat. § 782.04(1)(a) 7. Second-Degree Murder – Fla. Stat. § 782.04(2) 8. Child Neglect – Fla. Stat. § 827.03 9. Sexual Exploitation of a Minor – Fla. Stat. § 847.0135 For each qualifying arrest, I respectfully request the following data fields: • Case number • Date of arrest • Time of arrest • Address of arrest • Gender of the accused • Name of the accused (only if gender is not available) • All charges/violations	N/A	
8/25/2025	Juan Sarceno - MIAMI DADE STATE ATTORNEY's OFFICE JuanSarceno@MiamiSAO.com	Police	Additional Details Requested - Can you please share the BWC of B# 023-00281? BWC: AI8F2YE NBV PD Case Number: 202400056940	N/A	

2025 - Resident Advisory Board - Attendance

RESIDENT SERVICES: ***FIRST TUESDAY - 6:30 P.M.***

NAME	JANUARY	Tuesday February 4	Tuesday March 4	Tuesday April 1	Tuesday May 6	Tuesday June 3	Tuesday July 1	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Alili, Farahim	CANCELED	P	P	P	P	P	P	*Summer Recess*				
Cantave, Lidia		P	P	P	P	P	A					
Larche, Francois		P	P	P	A	P	P					
Parada, Jose		A	P	P	P	P	P					
Swartz, Susan		APPOINTED - 07/15/2025: Regular Commission Meeting										
Heredia-Revelo, Silvia Filomena		P	A	A	A	A	REMOVED - 6/17/2025: Absences					

FINANCE ADVISORY: ***SECOND TUESDAY - 6:30 P.M.***

NAME	JANUARY	Wednesday February 11	Tuesday March 11	Tuesday April 8	MAY	Tuesday June 10	Tuesday July 8	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Horwitz, Sandi		A	P	P	CANCELED	A	P	*Summer Recess*				
Jacob, Paul		P	A	P		P	A					
Zuniga, Marco		P	A	A		P	P					
VACANT												
VACANT												
Siefken, Sandra Helena		P	P	P		P	P		RESIGNED - 08/26/2025			
Martin, Nicholas		P	P	P		P	A		RESIGNED - 08/18/2025			

SUSTAINABILITY/RESILIENCE TASK FORCE: ***FOURTH TUESDAY - 6:30 P.M.***

NAME	Tuesday January 28	Monday February 24	Tuesday March 25	APRIL	Tuesday May 27	Wednesday June 25	Tuesday July 22	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Doebler, David	A	P	P	CANCELED	P	P	A	*Summer Recess*				
Krasner, Neil	P	P	P		P	P	P					
Krebs, Brenda	P	P	P		P	P	P					
Graham, Alisha	P	P	P		P	P	P					
Pfeffer, Oliver B.	P	P	P		P	P	P					

PLANNING/ZONING: FIRST WEDNESDAY - ***6 P.M.***

NAME	JANUARY	Wednesday February 12	MARCH	Wednesday April 9	MAY	Wednesday June 4	Wednesday July 2	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Turbides, Maximo E. - Alternate	CANCELED	P	CANCELED	P	CANCELED	P	P	*Summer Recess*				
Losada, Joelyn		P		A		P	A					
Gonzalez, Jorge Pablo		P		P		P	P					
Abramson, Sherry		P		P		P	P					
Murphy, Paul		A		P		P	P					
Shaw, Ryan		P		P		P	P					

ANIMAL WELFARE: *QUARTERLY - 6:30 P.M. / THIRD WEDNESDAY of QUARTER*												
NAME	JANUARY	FEBRUARY	Wednesday March 5	APRIL	MAY	JUNE	JULY	AUGUST *Summer Recess*	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Shakti, Indira	CANCELED	NO MEETING	P	NO MEETING								
Amadi, Sole Anamaria			P									
Fasana, Sabrina			P									
Lopez, Rosaura			P									
Marquez-Arrechea, Maria De La Cruz			P									

COMMUNITY ENHANCEMENT: *FOURTH WEDNESDAY - 6:30 P.M.*												
NAME	JANUARY	Thursday February 27	MARCH	Wednesday April 30	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Cotton, Christopher	CANCELED	P	CANCELED	P	CANCELED	CANCELED	CANCELED	*Summer Recess*				
Farriga, Bree		P		P								
Petrini, Jacob		P		P								
Quay, Nick		A		A								
Segall, Alexei Julian		P		P								

Last Updated: 8/27/2025 14:20

ATTENDANCE CODES	
P	Present
A	Absent - Unexcused
A	Absent - Excused
C	Confirmed
CAM	"*Cannot attend meeting*"

ITEM NO. 10.A

North Bay Village
Recommendation Memorandum

DATE: September 16, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING EXPENDITURES AND APPROVING AND AUTHORIZING PAYMENTS RELATED TO THE GROUNDBREAKING OF THE VILLAGE'S COMMUNITY CENTER IN THE AMOUNT OF $53,305.91; PROVIDING FOR IMPLEMENTATION; AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025, TO APPROPRIATE FUNDS FOR COMMUNITY CENTER PROJECT RELATED EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission ratify the $53,305.91 of expenditures associated with the Community Center Groundbreaking Event and approve and authorize payment of a pending invoice.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's approval and ratification of expenditures related to the Village Community Center groundbreaking event held on June 13, 2025.

At the May 20, 2025, Regular Commission Meeting, the Village Commission received an update on the status of the scheduled NBV/AFA Community Center Groundbreaking Ceremony. Following the discussion, there was consensus for the Village Manager's Office to continue the planning and coordination of the event in partnership with AFA. The event required timely decision-making, ongoing collaboration with AFA officials, and the management of logistics, personnel, equipment, and related support services. Given the time-sensitive nature of the event, the Village Manager's office participated in numerous in-person meetings, virtual sessions, and phone calls to ensure its successful execution.

As part of the planning, the Village Manager authorized expenditures as outlined in the attached document, AFA Groundbreaking cost factors. All listed invoices have been paid, except a remaining balance of $25,223 owed to The Playground & Timoteo Group Company for the Village Resident's Tent and Graphic Tower. This particular expenditure exceeds the Village Manager's spending authority and thus requires the Village Commission's approval.

This budget amendment will ratify the expenses related to the Groundbreaking Event and provide funding for additional costs associated with soil management at the Community Center, as explained in a separate item on this agenda.

It is recommended that the Village Commission ratify the Village Manager's expenditures totaling $28,082.91 and authorize the outstanding payment of $25,223 to The Playground & Timoteo Group Company for the Resident's Tent and Graphic Tower. The total cost incurred by the Village for the groundbreaking event amounts to $53,305.91.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: Capital Project-Community Center
GL Line Item Number: #326-61-572-6210
Total Budget Allocated: $1,000,000
Encumbered Amount: $53,305.91
Remaining Balance: $334,988.70

Allocation of $1,000,000 from Parks Improvement Account. See attached Budget Amendment.

PERSONNEL IMPACT
None

ATTACHMENTS
Reso Ratifying Expend. Community Center Groundbreaking
Reso Exhibit A - Groundbreaking Expenses.pdf
Budget Amendment - Capital Projects-Community Center.pdf

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING EXPENDITURES AND APPROVING AND AUTHORIZING PAYMENTS RELATED TO THE GROUNDBREAKING OF THE VILLAGE'S COMMUNITY CENTER IN THE AMOUNT OF $53,305.91; PROVIDING FOR IMPLEMENTATION; AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025, TO APPROPRIATE FUNDS FOR COMMUNITY CENTER PROJECT RELATED EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at the May 20, 2025, regular North Bay Village (the "Village") Commission meeting, the Village Commission received an update on the status of the scheduled NBV/AFA/PFL Community Center Groundbreaking Ceremony (the "Groundbreaking") and, following discussion, there was consensus for the Village Manager's Office to continue the planning and coordination of the Groundbreaking in partnership with AFA; and

WHEREAS, the Groundbreaking required timely decision-making, ongoing collaboration with AFA officials, and the management of logistics, personnel, equipment, and related support service; and

WHEREAS, given the time-sensitive nature of the Groundbreaking, the Village Manager's office participated in numerous in-person meetings, virtual sessions, and phone calls to ensure its successful execution; and

WHEREAS, as part of the planning, the Village Manager authorized expenditures as outlined in Exhibit "A" attached hereto (the "Groundbreaking Expenditures"); and

WHEREAS, all invoices listed on Exhibit A have been paid, except a remaining balance of $25,223 owed to The Playground & Timoteo Group Company for a tent and graphic tower intended for the Village's residents and stakeholders, which balance exceeds the Village Manager's spending authority and thus requires the Village Commission's approval; and

WHEREAS, the Village Commission wishes to ratify the previously paid Groundbreaking Expenditures totaling $28,082.91 and approve and authorize the outstanding payment of $25,223 to The Playground & Timoteo Group Company, for a total of $53,305.91 in Groundbreaking Expenditures; and

WHEREAS, on September 24, 2024, the Village Commission adopted Resolution No. 2024-089 approving the budget for fiscal year 2024-2025 (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 to appropriate funds for Community Center related expenditures, including but not limited to the Groundbreaking Expenditures and Soil Management (as further explained in a separate item on the September 16, 2025 Commission agenda); 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. Ratifying Expenditures; Approving and Authorizing Payment. That the Village Commission hereby ratifies the previously paid Groundbreaking Expenditures totaling $28,082.91 and approves and authorizes the outstanding payment of $25,223 to The Playground & Timoteo Group Company, for a total of $53,305.91 in Groundbreaking Expenditures.

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

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

Section 5. 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 Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this ___ day of _____, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

		DATE	6/23/25
		Invoice #	5563
		Customer ID	NBV
		Supplier #	
		PO #	
Bill To: NORTH BAY VILLAGE 1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141	Bill From: The Playground @ Timoteo Group Company 5055 Collins Ave. Suite 4J Miami Beach, FL 33140 786.282.8020		
Description of Events: NBV Community Center and AFA Dates of services: June 13			

DESCRIPTION			UNIT PRICE	AMOUNT
Frame Rental				4,000
Windows see windows				790
Plywood floor covered with turf				6,900
6 Water Evaporator				2,300
Pedestal Fans				560
Bistro lights				1,600
2 LED Strong lights x nigh light end of the day				0
Tech on site				350
Generator				1,400
Drawings for Permit				500
Delivery/ set up/ removal				600
			SUB-TOTAL	**19,000**
Portable Restrooms				$1,200
	Including water source and generator			
Furniture	Chairs including delivery	x 200		$1,023
Entertainment				$1,500
	Photo opportunity: Graphic tower + Pedestal + Trophy + stantions			
Set up/ Coordination / Production				$2,500
			TOTAL	**$25,223**

PAYMENT OPTIONS

Citi Bank

BANK ACCOUNT # 9136977415

ABA # 266086554

Account name: Timoteo Group Inc/ DBA The Playground

Beneficiary address: 5055 Collins Ave Suite 4 J Miami Beach, Fl 33140

ZELLE:
786.282.8020 / Guillermina Fanelli

AFA GROUNDBREAKING COST FACTORS

1. NBV Tent - $23,723
2. AFA Virtual Experience - $1,500
3. JumboTron - $2,500 – paid
4. NBV Event Food - $$4,750 – paid
5. Soccer Jersey Gifts - $1,326.99 – paid
6. Soccer Scarfs - $1,165 – paid
7. Golf Cart - $600 – paid
8. 2 Fire Inspectors - $600 – paid
9. Fire-Rescue Emergency Cart - $1,595.14 – paid
10. Field Ant Control - $875 – paid
11. NBV Police Security - $4,950 – paid
12. School Board Police Security - $6,291.44 – paid
13. Miscellaneous Expenses
    a. Police Food - $362 – paid
    b. Public Works Ground Supplies - $290.73 – paid
14. IT Expenses - $254.92 - paid
15. CAO Pastries for AFA/NBV Coordination Meeting - $82.73 – paid
16. Fire Tent Permi Fees – 578.38 – paid
17. Circulator Bus - $1,000 – paid
18. Field Rental/School Board - $25.88 - paid
19. Fast Signs – "No Parking After 4pm" - $361.70 - paid
20. Fast Signs – "Residents Parking Only" - $523 - paid

NBV PAID - $28,082.91
AFA OWED - $25,223

EVENT TOTAL - $53,305.91

Budget Amendment Form

Department	Capital Projects-Community Center	Date	9/16/2025
Fund(s) to be changed:		Capital Projects	

GL Account	GL Line Item	Transfer to:	Transfer from:
326-61-572-6200	Parks Improvements-TIES	$ -	$ 1,000,000.00
326-61-572-6210	Contract Services-Data Processing	$ 1,000,000.00	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
TOTAL (Columns must be equal)		**$ 1,000,000.00**	**$ 1,000,000.00**

Description:

Budget Allocated to the Parks Improvement line item being moved to cover expenses for construction of the Community Center, moving from expense account #326-61-572-6200 to the new account created for the Building of the Community Center #326-61-572-6210. As the project advances funds will be allocated.

Department Director: _____ **Date:** _____

Chief Financial Officer: _____ **Date:** _____

Village Manager: _____ **Date:** _____

ITEM NO. 10.B

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: September 16, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH MIAMI-DADE COUNTY FOR FIRE RESCUE STATION 27 AT THE NEW VILLAGE HALL/PUBLIC SAFETY COMPLEX; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission adopt the Resolution to Approve a First Amendment to the Development Agreement with Miami-Dade County for the Fire Station at Village Hall.

BACKGROUND AND ANALYSIS

The Village and the County entered into a Memorandum of Understanding (the MOU) in 2020, which MOU was amended in 2022, pursuant to which the Parties have agreed that the Village shall build and incorporate into the Village Hall Complex a facility to be leased to the County for use as a County Fire Rescue District Station (the “Fire Station”). The Fire Station will consist of approximately 12,500 square feet of ground floor space along with 8 covered parking spaces and 7 on-site parking spaces dedicated for the exclusive use of the County, and when complete, will be governed by a Fire Station 27 Lease Agreement. Subsequently, the County and the Village entered into a Development Agreement on March 11, 2025, which governs the construction of said facility.

TERMS – SECTION 4 – DEVELOPMENT SCHEDULE

* 4.1 – Subject to the occurrence of Force Majeure events, the Village shall, in the development of the Project, meet the following deadlines:
* 4.1.1 – The Village shall achieve Commencement of Construction by August 30, 2025.
* 4.1.2 – The Village shall achieve Substantial Completion of the Project, including the Fire

Station, by October 30, 2027 (26 months). Substantially complete means that a County can occupy and use the Project for its intended purpose with only minor, non-material, punch list work remaining unfinished ("Substantial Completion").
* 4.1.3 – The Village shall achieve Final Completion of the Project, including the Fire Station, within ninety (90) days of the date of Substantial Completion (January 29, 2028).

UNFORSEEN DELAYS

1. In August of 2024, the Village Commission changed the Village Managers. The newly appointed Village Manager, Frank Rollason, in reviewing the existing draft plans for a five-story structure, determined that the Village component lacked adequate space for future growth. As a result of his findings, on February 18, 2025, the Village Commission approved the addition of a 6th floor for Village Administration use for the current use at planned occupancy and projected growth.
2. On or about March 27, 2025, FDOT (Florida Department of Transportation) informed the Project Architect that a Causeway Flat Bridge Project would be breaking ground in 2029 and as a result of this project the elevations on the Causeway would change and those changes would have an impact on the Village Hall/Fire Station Project; especially with the interface between the Causeway and the driveway for entrance into the Fire Station.
3. The result of these two events caused the Architect to substantially amend and revise the plans for construction. First, the plans had to be revised for the addition of the 6th floor. This caused significant structural requirement revisions as well as to the electrical, plumbing, and mechanical plans, extremely time-consuming. Then, with the FDOT notification, additional changes had to be made to accommodate the new Causeway elevations, which impacted not only the Fire Station driveway access, but also the entire elevation of the building itself – again, significant revisions had to be made to the Civil Plans to accommodate the elevation changes.

PROPOSED CHANGES TO SECTION 4 – DEVELOPMENT SCHEDULE

1. Commencement of Construction (Groundbreaking) – August 30, 2026 (from current DA date of August 30, 2025)
2. Substantial Completion Date – October 30, 2028 (from current DA date of October 30, 2027)
3. Final Completion of Project – January 29, 2029 (from current DA date of January 29, 2028)
4. These proposed dates extend the current deadlines by 1 year.

The proposed Resolution approves a First Amendment to the Development Agreement to provide a one year extension of the current deadlines. All other provisions of the Development Agreement remain the same.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NoneN/A

PERSONNEL IMPACT

None

ATTACHMENTS

Resolution - 1St Amendment to DA with MDC - VH.DOCX
Reso Exhibit A - 1 to DA with County for Fire Station.DOCX

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH MIAMI-DADE COUNTY FOR FIRE RESCUE STATION 27 AT THE NEW VILLAGE HALL/PUBLIC SAFETY COMPLEX; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 11, 2024, the Village Commission adopted Resolution No. 2024-065 approving a Development Agreement and Lease with Miami-Dade County (the "County") relating to the Village Hall and Public Safety Complex Project (the "Project"); and

WHEREAS, the Development Agreement was executed March 11, 2025 and provides the terms and conditions: (a) under which the Village shall design, develop, construct, within the Village Hall Complex, a fire rescue district station facility for the County (the "Fire Station"); (b) by which the Village would lease the Fire Station to the County; and (c) setting forth the respective roles and financial contributions of the Parties in that undertaking; and

WHEREAS, in February 2025, the Village Commission authorized the addition of an additional floor for the Project to provide additional space for Village-related growth; and

WHEREAS, in March 2025, the Florida Department of Transportation ("FDOT") informed the Project architect, Wannemacher Jensen Architects, Inc., (the "Architect") that a NW 79th Street causeway flat bridge project would be breaking ground in 2029 and as a result of the FDOT project, the elevations on the Causeway would change and those changes would have an impact on the Village's Project; especially with the interface between the Causeway and the driveway for entrance into the Fire Station; and

WHEREAS, as a result of these two events, the Village's Architect has had to substantially amend and revise the plans for construction of the Project; and

WHEREAS, the County and the Village, through their respective administrations, have negotiated a First Amendment to the Development Agreement that is attached hereto as Exhibit "A" (the "First Amendment") to extend the deadlines for commencement of construction and substantial completion; and

WHEREAS, the Village Commission wishes to approve the First Amendment in substantially the form attached hereto as Exhibit "A" and authorize the Village Manager to make such material and non-material changes to the First Amendment as may be in the Village's best interest and execute the First Amendment, subject to the approval of 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,

including the expenditure of 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 First Amendment in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to make such material and non-material changes to the First Amendment as may be in the Village's best interest and execute the First Amendment, subject to the 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 and First Amendment, including the expenditure of budgeted funds.

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

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

Mayor Rachel Streitfeld _____
Vice Mayor Goran Cuk _____
Commissioner Doris Acosta _____
Commissioner Richard Chervony _____
Commissioner Andy Rotondaro _____

PASSED AND ADOPTED on this 16th day of September, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to the Development Agreement (this "Amendment No. 1") dated as of the _____ day of _____ 2025, between MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "County"), having an office and place of business at 701 NW 1st Court, 16th Floor, Miami, Florida 33136, and NORTH BAY VILLAGE, a Florida municipal corporation (the "Village" and, together with the County, the "Parties", and each a "Party") having an office and place of business at 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

RECITALS

WHEREAS, the Village is the owner of the approximately 0.756-acre property located at 1335 79th Street Causeway (identified for property tax purposes by folio number 23-3209-001-0060), on which it will be constructing and operating a multiuse municipal building, including administrative offices, commission chambers, a police station, and a County-operated fire rescue station (the "Village Hall Complex"); and

WHEREAS, on March 11, 2025, the Village and the County entered into a Development Agreement setting forth the terms and conditions: (a) under which the Village shall design, develop, construct, within the Village Hall Complex, a fire rescue district station facility for the County (the "Fire Station"); (b) by which the Village would lease the Fire Station to the County; and (c) setting forth the respective roles and financial contributions of the Parties in that undertaking; and

WHEREAS, the Parties desire to amend the Development Agreement as set forth in this Amendment No. 1,

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Village agree as follows:

TERMS

1. **Incorporation of Recitals.** The Recitals are true and correct, and are hereby incorporated into this Agreement.

2. **Time Extensions.** The Parties agree that the deadlines set forth in 4.1.1, 4.1.2, and 11.2 shall each be extended by one year such that the Commencement of Construction shall occur by August 30, 2026 and the Substantial Completion shall be achieved by October 30, 2028.

3. **Effective Date of Amendment No. 1.** The Amendment No. 1 shall be effective on the date that it is executed by the County Mayor or the County Mayor's designee which County Mayoral execution shall occur following the effective date of the resolution approving this Amendment No. 1.

4. **Effect of Amendment No. 1**. Except for the provisions expressly amended herein, the Development Agreement remains in full force and effect and all other provisions continue to be in effect.

IN WITNESS WHEREOF, the County, through its Board of County Commissioners, has caused this Amendment No. 1 to be executed in its name by the County Mayor or County Mayor's designee, and the Village has caused this Agreement to be executed by its respective duly authorized representative all on the day and year first written above.

MIAMI-DADE COUNTY, a political subdivision of the State of Florida

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

By:_____
County Mayor or Mayor's Designee

Name:_____

Title: _____

Date: _____

JUAN FERNANDEZ-BARQUIN
CLERK

ATTEST:

By: _____
JUAN FERNANDEZ-BARQUIN, CLERK

_____
Approved by County Attorney as to form and legal sufficiency

Print Name:_____

[SIGNATURES CONTINUE ON NEXT PAGE]

VILLAGE:

NORTH BAY VILLAGE, A FLORIDA MUNICIPAL CORPORATION

By: _____
Print Name: _____
Village Manager
Pursuant to Resolution No. 2025-_____

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

ITEM NO. 10.C

North Bay Village
Recommendation Memorandum

DATE: September 16, 2025

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

FROM: Samuel Bejar, Deputy Chief of Police

SPONSORED BY:

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE PURCHASE OF LAW ENFORCEMENT COMPUTER AIDED DISPATCH (CAD), RECORD MANAGEMENT (RMS), AND MOBILE PLATFORM SYSTEM SERVICES FROM ORACLE AMERICA, INC. IN AN AMOUNT NOT TO EXCEED $247,761.20 FOR THE FIRST YEAR OF THE SERVICES UTILIZING FEDERAL POLICE FORFEITURE FUNDS AND AN AMOUNT NOT TO EXCEED BUDGETED FUNDS FOR FUTURE FISCAL YEARS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025, TO APPROPRIATE FEDERAL FORFEITURE FUNDS FOR POLICE DEPARTMENT EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON (DEPUTY CHIEF OF POLICE, SAMUEL BEJAR)**

RECOMMENDATION

It is recommended that the Village Commission adopt the resolution to ratify the purchase of a new CAD/RMS system and appropriate federal forfeiture funds for the same.

BACKGROUND AND ANALYSIS

The Police Department's (NBVPD) current CAD/RMS (Computer-Aided Dispatch/Records Management System) system is antiquated, somewhat archaic, and slow to keep up with the agency's and the law enforcement industry's needs – thus it is nearing obsolescence.

Oracle has developed a state-of-the-art CAD/RMS system for public safety – particularly law enforcement agencies. To effectively penetrate this niche, and gain market share, the system

is very favorably priced and includes all the agency hardware, except keyboards. It is cloud-based and has been discussed with, and favorably reviewed by both the Village IT Director and the NBVPD's Communications Supervisor. In addition, it is currently in advanced phases of deployment at both the Key Biscayne (KBPD), and Pinecrest Police Departments (PPD), two Miami metropolitan area agencies that are very similar in composition and operations to the NBVPD. This ensures that the NBVPD does not act as a beta site, where the kinks in the system are worked out, but rather positions the agency as early adapters of new, cutting-edge, proven technology that is backed by the IT powerhouse that is Oracle.

In Oracle's efforts for market penetration, and to further bolster their yearend numbers – Oracle has further refined their offer pricing and presented the NBVPD with an opportunity to gain significant savings in the amount of $41,419. The caveat to attaining these savings is that the contract must be signed and submitted by no later than 25 August 2025. Also, the NBVPD is fortunate to be able to use forfeiture funds to pay for the projected $227,761.20 in start-up costs ($119,394 [implementation], $83,563.20 [first year SaaS], $24,804 [Lexis/Nexis interface], plus an additional $20,000 to allow for potential variances in the implementation labor costs, though the expectation is that it will not be expended).

After implementation and the first year of SaaS, the SaaS costs ($92,201.55/year in years 4, 5 and 6; $106,734.81/year in years 7, 8 and 9) over the life of the contract would then be addressed via the Village's standard budgeting process. Since costs include a hardware refresh every three years, additional savings will also be realized.

The above detailed opportunity was presented to the Village Manager, and in light of the circumstances that allowed the Village to save money, advance one of the most crucial pieces of NBVPD tech at reduced costs, use a vetted contract, and pay with budget neutral funding, the Manager, within his decision making authority, opted to proceed and execute the contract, as the terms dictated that the documents had to be signed, executed and presented to Oracle by not later than 25 August 2025.

The exhibits detail of the cost savings and includes the new offer, the new offer docs with contract, and the explanation and quote for the Lexis/Nexis interface piece (Exhibit A); the original Oracle pricing offer and executed PPD contract [for reference] (Exhibit B). Exhibit C is a scan of the final executed Oracle contract with signatures from both parties. Exhibit D is a scan of the final executed LexisNexis contract with signatures from both parties.

Staff recommends adoption of the resolution to ratify the purchase of a new CAD/RMS system using federal forfeiture funds as being in the Village's best interest pursuant to Section 36.25(L) of the Village Code.

The purchase will assist the Police Department in furtherance of its mission to deliver, excellent, and efficient life-safety services to the residents of North Bay Village.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Fund Name: Federal Forfeiture Fund

GL Line-Item Number: 107-21-521-6410

Total Budget Allocated: $247,761.00

Encumbered Amount: 0

Remaining Balance: $1,131,546.78

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Oracle CAD Police Software.DOCX
Exhibit A
Exhibit B
Exhibit C
Exhibit D
Reso Exhibit E - BA PD FEDERAL FORFEITURE.pdf

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE PURCHASE OF LAW ENFORCEMENT COMPUTER AIDED DISPATCH (CAD), RECORD MANAGEMENT (RMS), AND MOBILE PLATFORM SYSTEM SERVICES FROM ORACLE AMERICA, INC. IN AN AMOUNT NOT TO EXCEED $247,761.20 FOR THE FIRST YEAR OF THE SERVICES UTILIZING FEDERAL POLICE FORFEITURE FUNDS AND AN AMOUNT NOT TO EXCEED BUDGETED FUNDS FOR FUTURE FISCAL YEARS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025, TO APPROPRIATE FEDERAL FORFEITURE FUNDS FOR POLICE DEPARTMENT EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to authorize the expenditure of Village funds for the purchase of law enforcement computer aided dispatch (CAD), record management (RMS), and mobile platform system services (the "Services") to facilitate the provision of day-to-day operations of the Village's Police Department; and

WHEREAS, Section 36.25(L) of the Village Code of Ordinances (the "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, for the reasons set forth in the staff memorandum accompanying this resolution, the Village Commission finds that it is in the best interest and welfare of the Village to purchase the Services from Oracle America, Inc. (the "Vendor"); and

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village Commission ratifies the purchase of the Services from the Vendor and authorizes the Village Manager to negotiate and execute such agreements as may be necessary consistent with the Exhibits "A" through "D" attached hereto (collectively, the "Quote and Agreement"), with the Vendor in the amount of $247,761.20 for the first year of the Services, utilizing federal police forfeiture funds, and an amount not to exceed budgeted funds for future fiscal years; and

WHEREAS, on September 24, 2024, the Village Commission adopted Resolution No. 2024-089 approving the budget for fiscal year 2024-2025 (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 "E" attached hereto and incorporated herein to appropriate federal forfeiture funds for police department expenditures of the Services; 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 ratifies the purchase of the Services from the Vendor consistent with the Quote and Agreement attached hereto as Exhibits "A" through "D," in the amount of $247,761.20 for the first year of the Services, utilizing federal police forfeiture funds, and an amount not to exceed budgeted funds for future fiscal years.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to negotiate and execute such agreements as may be necessary consistent with the Exhibits "A" through "D" attached hereto, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the Village Manager is hereby authorized to execute any purchase order or required documentation for the purchases described in this Resolution, and to take any such further action as may be necessary to implement the purpose and provisions of this Resolution, including the expenditure of budgeted funds.

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

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 Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this ___ day of September, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

ORACLE ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065

Your Name	North Bay Village	**Your Contact**	Manuel Casais
Your Location	1666 Kennedy Cswy Ste 700 North Bay Village, FL 33141	**Phone Number**	+1 (305) 758-2626
		Email Address	mcasais@nbvillage.com

Hardware Devices Ship to Address:

Name	North Bay Village	**Contact**	Manuel Casais
Ship to Address	1666 Kennedy Cswy Ste 700 North Bay Village, FL 33141	**Phone Number**	+1 (305) 758-2626
		Email Address	mcasais@nbvillage.com

New Subscription (CPQ-3660156)

Services Period: 36 months

Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B109338 - Oracle Public Safety Tablet Communication System - Tablet	US Government	10	36 mo	50.00	18,000.00
B108631 - Oracle Public Safety Learning Subscription - Hosted Named User	US Government	1	36 mo	0.00	0.00
B95766 - Oracle Public Safety Dispatch Command Center System - Workstation	US Government	2	36 mo	208.00	14,976.00
B95768 - Oracle Public Safety Personal Communication System - Phone	US Government	43	36 mo	10.40	16,099.20
B95885 - Oracle Public Safety Records Management System - Sworn Officer	US Government	40	36 mo	36.40	52,416.00
B96459 - Oracle Public Safety Vehicle Communication System - Vehicle Outfitted	US Government	30	36 mo	75.00	81,000.00
B96562 - Oracle Public Safety, GIS powered by ESRI, Basemaps Location Service from ArcGIS Platform - Interface	US Government	1	36 mo	550.00	19,800.00
B96563 - Oracle Public Safety, GIS powered by ESRI, Geocoding and Routing Location Services from ArcGIS Platform up to 10 workstations total - Interface	US Government	1	36 mo	320.00	11,520.00
B96670 - Oracle Public Safety Interface, LexisNexis, Accurint, Analytics - Interface	US Government	1	36 mo	83.20	2,995.20
B96691 - Oracle Public Safety Interface, LexisNexis, Coplogic Ethos - Interface	US Government	1	36 mo	83.20	2,995.20
B97241 - Oracle Public Safety Interface, Motorola, Avigilon - Interface	US Government	1	36 mo	83.20	2,995.20
B97269 - Oracle Public Safety Interface, Kologik, Miami-Dade County, Arrest Forms - Interface	US Government	1	36 mo	83.20	2,995.20
B97273 - Oracle Public Safety Interface, iPaaS integration - Interface	US Government	1	36 mo	41.60	1,497.60
B98174 - Oracle Public Safety, NCIC powered by Datamaxx, (Up to Quantity) - Sworn Officer	US Government	100	36 mo	4.00	14,400.00
B98175 - Oracle Public Safety, NCIC powered by Datamaxx, Cloud Connector - Each	US Government	1	36 mo	250.00	9,000.00
			Subtotal		250,689.60

Hardware and Hardware-Related Service Offerings (CPQ-4017069)

Item	Part Number	Hardware Description	Quantity	Net Fee
1.0	7628559	Oracle Public Safety Tablet 210, for Vehicle Communication System only	34	0.00
		Total Hardware and Hardware-Related Service Offerings Fees		0.00

Hardware and Hardware-Related Service Offerings (CPQ-4017076)

Item	Part Number	Hardware Description	Quantity	Net Fee
1.0	7628559	Oracle Public Safety Tablet 210, for Vehicle Communication System only	6	0.00
		Total Hardware and Hardware-Related Service Offerings Fees		0.00

Hardware and Hardware-Related Service Offerings (CPQ-3811605)				
Item	**Part Number**	**Hardware Description**	**Quantity**	**Net Fee**
1.0	7628560	Dock kit for Oracle Public Safety Tablet 210 with dock, mounting spacer and power supply, for Vehicle Communication System only	30	0.00
2.0	7628562	Dash mount for Oracle Public Safety tablet 210 for 2015-2023 Dodge Charger Police Pursuit and Charger SXT, for Vehicle Communication System only	30	0.00
		Total Hardware and Hardware-Related Service Offerings Fees		0.00

Other Fees	Quantity	Net Fee
Hardware Device Freight Fee	100	0.00
Shipping Method: HARDWARE - STANDARD	Subtotal Other Fees	0.00

Fee Description	Net Fee
Cloud Services Fees	250,689.60
Hardware Device Fees	0.00
Other Fees	0.00
Net Fees	250,689.60
Total Fees	250,689.60

A. TERMS OF YOUR ORDER

1. Applicable Agreement

a. This order incorporates by reference the terms of the Public Sector Agreement for Oracle Cloud Services US-CSA-CPQ-3660156 by and between North Bay Village and Oracle America, Inc. ("**Oracle**"), and all amendments and addenda and supplemental terms thereto, including the CJIS STCs specified in section A.2 below, (the "Agreement"). The defined terms in the Agreement shall have the same meaning in this order unless otherwise specified herein.

2. Applicable Supplemental Terms

Criminal Justice Information Services Supplemental Terms and Conditions ("**CJIS STCs**") which are attached to the Service Specifications applicable to Cloud Services.

You acknowledge and agree that you have read and understand the CJIS STCs which are attached to the Services Specifications for the products and service being purchased hereunder and which may be accessed at: http://www.oracle.com/contracts.

3. Service Specifications

The Service Specifications applicable to the Services ordered may be accessed at http://www.oracle.com/contracts.

4. Payment Terms

Net 30 days from invoice date

5. Pricing, Invoicing, and Payment Options

a. In addition to the prices listed in the table(s) above section A, Oracle will invoice you for any applicable freight charges or applicable taxes, and you will be responsible for such charges and taxes notwithstanding any express or implied provision in the "Incoterms" referenced in the Order and Delivery Policies. The Order and Delivery Policies may be accessed at http://oracle.com/contracts.

b. You understand that you may receive multiple invoices for the products and/or services you ordered.

c. Invoices will be submitted to you pursuant to Oracle's Invoicing Standards Policy, which may be accessed at http://oracle.com/contracts.

6. Currency

US Dollars

7. Offer Valid through

31-AUG-2025

8. Territory

a. You have ordered Hardware Device and Cloud Services specified in the table(s) above section A for use in the United States.

b. The Hardware Device (including but not limited to Public Safety Suite Hardware Components) included on this ordering document shall be installed only in the United States.

9. Non-Appropriation

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

B. TERMS FOR CLOUD SERVICES

The following terms and conditions apply to the Cloud Services specified in the tables above section A.

1. Services Period

The Services Period for the Services commences on the date stated in this order. If no date is specified, then:

- the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services.

2. Payment Frequency

- Cloud Services Payment Frequency: Quarterly in Arrears

3. No Auto-Renewal

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the Services acquired under this order will not Auto-Renew.

4. Optional Renewal Period

You shall have the option to renew the same services listed in the table above section A at the same usage limits for two (2) additional 36-month renewal period (each an "Option Renewal Period") at the following annual amounts:

Option Renewal Period 1: 3-year term at $276,604.64 at the following annualized amounts:

- Option Year 1 $92,201.55
- Option Year 2 $92,201.55
- Option Year 3 $92,201.55

Option Renewal Period 2: 3-year term at $320,204.44 at the following annualized amounts:
- Option Year 4 $106,734.81
- Option Year 5 $106,734.81
- Option Year 6 $106,734.81

Professional Services are not included in the Option Renewal Period.

The cloud services listed in the tables above section A may not be renewed at the Option Renewal Period pricing specified above if (i) Oracle is no longer making such cloud services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the cloud services specified in this ordering document.

C. TERMS FOR PUBLIC SAFETY SUITE HARDWARE COMPONENTS, HARDWARE DEVICES

You have ordered Hardware Device. The following terms and conditions apply to the Public Safety Suite Hardware Components, and Hardware Devices specified in the tables above section A.

1. Public Safety Suite Hardware Components and Hardware Device

a. The Public Safety Suite Hardware Components consist of the Cloud Services components included as part of the suite that are specified in the "Hardware Device" table above section A (the "**Public Safety Suite Hardware Components**").

b. You are solely responsible for exercising control and management of the location of each of the Hardware Device (including but not limited to Public Safety Suite Hardware Components). Oracle expressly disclaims any liability or responsibility for (i) the loss or misappropriation of Your Content that is stored on any Hardware Device, regardless of whether such Hardware Device is lost or otherwise misplaced; and (ii) the storage or disposal of the Hardware Device. You must take appropriate measures to securely store and sanitize the Hardware Device prior to releasing such Hardware Device from Your control. In addition, You must ensure the Hardware Devices are securely disposed of by authorized personnel in accordance with the Criminal Justice Information Services Security Policy guidelines, any applicable state laws, local E-waste regulations, state regulations, and guidelines for safe disposal of devices containing lithium batteries.

c. You acknowledge that to operate certain Hardware Devices (including but not limited to Public Safety Suite Hardware Components), the vehicle in which such components are installed must meet a minimum set of requirements as described in the applicable Hardware Device documentation. Such requirements may change from time to time, as communicated by Oracle in the applicable Hardware Device documentation.

2. Commencement Date

For the Hardware Devices (including but not limited to Public Safety Suite Hardware Components), the commencement date shall be the date the applicable Hardware Device is delivered.

3. Payment Frequency

Hardware Device Payment Frequency: One time in full, as of the commencement date

4. Delivery, Installation and Acceptance of Hardware Device

a. Oracle will deliver the Hardware Device (including but not limited to Public Safety Suite Hardware Components) to the ship to address specified above Section A; and acceptance of the Hardware Device (including but not limited to Public Safety Suite Hardware Components) occurs on delivery.

b. The Hardware Device You have ordered will be delivered: DDP; Freight prepaid and charged back via delivery method HARDWARE - STANDARD.

c. You are responsible for installation of the Hardware Device unless You purchase installation services from Oracle for that Hardware Device.

6. Vehicle Dash Mount SKU(s) Substitution Request

You may request a substitution of the Vehicle Dash Mount SKU(s) identified in the table above section A of this order ("**Substitution Request**"), at no additional charge, provided that the Substitution Request:

a. Is provided to Oracle in writing at least thirty (30) days prior to shipment;
b. Does not exceed the quantity of Vehicle Dash Mount SKU(s) identified on this order; and
c. Is limited to the following vehicle dash mount SKUs for Oracle Public Safety tablet 210, for Oracle Vehicle Communication System only, (each a "**Vehicle Dash Mount SKU**"):

- 7628562 (for 2015-2023 Dodge Charger Police Pursuit and Charger SXT)
- 7628563 (for 2015-2020 Ford F-150 Retail, Responder and SSV, 2017-2022 Ford F-250, 350, 450 Pickup, F-450, 550, 600 Cab Chassis, 2018-2021 Expedition Retail, MAX, and SSV)
- 7628564 (for 2019-2025 Chevrolet Silverado and GMC Sierra 1500)
- 7628565 (for 2013-2024 RAM 1500, 2500, 3500 Retail, 1500 Special Services Police, and 1500 Tradesman Pickup Trucks with classic DS Body style)
- 7628566 (for 2020-2024 Ford Interceptor)
- 7628567 (for 2021-2024 Chevy Tahoe)
- 7628568 (for 2021-2025 Ford E-Series Cutaway)

- 7628569 (for 2021-2025 Ford F-150)
- 7628570 (for 2021-2025 Dodge Durango)
- 7628571 (for 2019-2024 RAM 1500, 2500, 3500, 4500, 5500)
- 7628572 (for 2023-2024 Ford F-250, F-350, F-450, F-550 Super Duty Pickup)
- 7628573 (for 2025 Ford Interceptor)

North Bay Village		Oracle America, Inc.	
Signature		Signature	
Name	FRANK ROLLASON	Name	
Title	VILLAGE MANAGER	Title	
Signature Date	8/13/25	Signature Date	

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	North Bay Village	**Customer Name**	North Bay Village
Customer Address	1666 Kennedy Cswy Ste 700 North Bay Village FL 33141	**Customer Address**	1666 Kennedy Cswy Ste 700 North Bay Village FL 33141
Contact Name	Manuel Casais	**Contact Name**	Manuel Casais
Contact Phone	+1 (305) 758-2626	**Contact Phone**	+1 (305) 758-2626
Contact Email	mcasais@nbvillage.com	**Contact Email**	mcasais@nbvillage.com

PROFESSIONAL SERVICES ORDERING DOCUMENT

Ordering Document Number: US-19373022

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	**Your Name:** North Bay Village **Your Address:** 1666 Kennedy Cswy, Ste 700 North Bay Village, FL 33141

Oracle Representative:	Jonathan Appel	**Your Billing Contact:**	Manuel Casais
Address:	2300 Oracle Way Austin, TX 78741	**Address:**	1666 Kennedy Cswy, Ste 700 North Bay Village, FL 33141
Phone Number:	954-994-5042	**Phone Number:**	305-758-2626
Email Address:	jonathan.appel@oracle.com	**Email Address:**	mcasais@nbvillage.com

You have ordered the Services listed in the table below and detailed in the attached exhibit(s), which are incorporated herein by reference.

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Time and Materials Services	Exhibit 1	$99,494.00	$19,900.00	$119,394.00
Total Fees and Estimated Expenses				**$119,394.00**

A. TERMS

1. **Applicable Master Agreement:** This order incorporates by reference the Master Agreement **US-CSA-CPQ-3660156** and all amendments and addenda thereto (collectively, the "Master Agreement"). You acknowledge and agree that the terms and conditions of this ordering document are contingent upon the execution of the Master Agreement between the parties on or prior to the last signature date of this ordering document. If the parties do not execute the Master Agreement on or prior to the last signature date of this ordering document, then this ordering document shall be deemed to have no legal effect, even if executed.

2. **Professional Services Delivery Policies:** The Oracle Professional Services Delivery Policies ("Policies") available at https://www.oracle.com/a/ocom/docs/corporate/professional-services-delivery-policies.pdf apply to and are incorporated into this order.

3. **Payment Terms:** Net 30 days from invoice date.

4. **Currency:** US Dollars.

5. **Offer Valid through:** 29-AUG-2025.

6. **Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.

7. **Order of Precedence:** In the event of any inconsistencies, priority shall be established in the following descending order: (a) any exhibit(s) attached to this order; (b) this order; (c) the Policies; and (d) the Master Agreement.

8. **Rights Granted:** Upon payment, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the services and anything developed and delivered by Oracle under this order ("services and deliverables") for Your internal business operations. You may allow Your agents and contractors to use the services and deliverables for Your internal business operations, and You are responsible for their compliance in such use. The services and deliverables may be related to Your right to use cloud or hosted/managed services or Products owned

or distributed by Oracle which You acquired under a separate order. The agreement referenced in that order shall govern Your use of such services or Products, and nothing in this order is intended to grant a right to use such services or Products in excess of the terms of that order, such as the services period or number and type of environments specified in a cloud or hosted/managed service order.

You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle under this order.

B. ADDITIONAL ORDER TERMS

1. When services will be performed on-site at customer location in the US, as required by US Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.

North Bay Village	**Oracle America, Inc.**
Authorized Signature: [signature]	Authorized Signature: _____
Name: FRANK ROLLASON	Name: _____
Title: VILLAGE MANAGER	Title: _____
Signature Date: 8/13/25	Signature Date: _____
Ordering Document Effective Date: _____	*{to be completed by Oracle}*

Your Name: North Bay Village
Ordering Document Number: US-19373022
Exhibit Number: 1

1. Description of Services.
Oracle will provide You with up to eighty-four (84) person days of technical and functional assistance with the following activities related to the enablement of Oracle Public Safety: Dispatch Command Center System, Vehicle Communication System, Tablet Communication System, Personal Communication System, and Records Management System ("RMS"), collectively referred to hereafter as Oracle Public Safety Suite ("OPSS") (the "Services").

A. Engage Phase:
   1. Conduct one remote (1) project kick-off workshop for up to two (2) hours, to review the project including:
      a. Scope management;
      b. Risk management;
      c. Project overview;
      d. Collaboration portal; and
      e. Communication plan.
   2. Create and provide an initial project work plan, to include the following:
      a. Tasks, estimated task start and end dates, and estimated task durations;
      b. Assigned resources from both parties; and
      c. Known dependencies.
   3. Conduct up to one (1) remote workshop for up to two (2) hours to review the scope and plan for each implementation area specified below:
      a. Information technology/networking and security;
      b. Configuration;
      c. Data migration;
      d. Interfaces;
      e. Training; and
      f. Hardware.

B. Focus Phase:
   1. Conduct one (1) workshop for up to two (2) hours for each of the functional areas specified below, to review current processes and workflows:
      a. System administration;
      b. Dispatch;
      c. Geographic information system ("GIS");
      d. Mobile / devices;
      e. Records management; and
      f. Reporting and dashboards.

C. Refine Phase:
   1. Guide You through the configuration of the following functional areas, based upon results from workshops in section 1.B.1, for up to thirty (30) person days as outlined in the project plan:
      a. System administration;
      b. Dispatch;
      c. GIS;
      d. Vehicle Communication System;
      e. Tablet Communication System;
      f. Personal Communication System;
      g. RMS; and
      h. Reporting and dashboards.
   2. Assist You with installation and configuration of Vehicle Communication System for the following:
      a. Outfit up to thirty (30) vehicles / apparatuses with Hardware for Vehicles.

3. Assist You with the configuration of Tablet Communication System for up to ten (10) tablets.
4. Guide You through data migration configuration and completion of field mapping for the following third-party applications:

Source System	Product Area	Functional Description	Data Format
Computer Information Systems	Dispatch	Dispatch data, core indices	American Standard Code for Information Interchange ("ASCII") datafile
Computer Information Systems	Records	Record management data, core indices	ASCII datafile
USA Software	Records	Record management data, core indices	ASCII datafile

5. Assist You with enabling third-party system interfaces with OPSS to include the following:
   a. Interfaces:
      1. Oracle Public Safety Interface, Datamaxx, NCIC;
      2. Oracle Public Safety Interface, Motorola, Avigilon;
      3. Oracle Public Safety Interface, LexisNexis, Accurint, Analytics;
      4. Oracle Public Safety Interface, LexisNexis, Coplogic Ethos;
      5. Oracle Public Safety Interface, Kologik, Miami-Dade County, Arrest Forms; and
      6. Oracle Public Safety Interface, iPaaS integration.

D. Enable Phase:
1. Conduct training sessions for up to three (3) person days, scheduled as mutually agreed, covering:
   a. System administration;
   b. Dispatch;
   c. Vehicle Communication System;
   d. Tablet Communication System;
   e. Personal Communication System; and
   f. RMS.
2. Assist You with creating a "Go Live" plan.
3. Assist with "Go Live" cutover tasks to move You from Your legacy system(s) to the production OPSS environment.
   a. Dispatch;
   b. Vehicle Communication System;
   c. Tablet Communication System;
   d. Personal Communication System; and
   e. RMS.
4. Provide onsite "Go Live" assistance for up to forty-eight (48) hours delivered by two (2) resources over three (3) consecutive business days.

E. Live-Operate Phase:
1. Provide remote post "Go Live" assistance during normal working hours for up to twenty (20) hours to be used within the first thirty (30) calendar days immediately following "Go Live."
2. Facilitate the transition from Your Oracle Local Government implementation team to the Oracle Local Government support team.

2. Rates, Estimated Fees and Expenses, and Taxes.

A. The Services are performed on a time and materials ("T&M") basis; that is, You shall pay Oracle for the actual time spent performing the Services, plus materials, taxes, and expenses.

B. Rates. For a period of eighteen (18) months from the ordering document effective date, the Services will be provided at the rates set forth below. Thereafter, unless otherwise agreed by You and Oracle in an amendment, the Services will be provided at Oracle's consulting rates in effect when the Services are performed.

Standard Rates	
Price Level	**Hourly Rate**
Managing Consultant	$143.98
Advanced Consultant	$102.84

At Oracle's discretion, Oracle may retain third-party subcontractors to perform some of the Services at Your site or remotely ("Subcontractors"). For a period of eighteen (18) months from the ordering document effective date, the Services performed by Subcontractors will be provided at the rate of $187.50 per hour. Thereafter, You and Oracle must agree in an amendment to rates for the Services performed by Subcontractors.

C. Estimated Fees and Expenses. All fees and expenses will be invoiced monthly. The fee and expense estimates specified in Your order are intended only to be for Your budgeting and Oracle's resource scheduling purposes, and may exceed the specified totals; these estimates do not include taxes. Once fees for Services reach the estimate, Oracle will cooperate with You to provide continuing Services on a T&M basis.

3. Project Management. You and Oracle each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services.

4. Your Cooperation.
   A. Modify Your processes as necessary to align with the standard processes and standard functionality of OPSS.
   B. Conduct all organizational change management activities including, but not limited to, corporate communications, business process changes, procedural or policy changes, and business user readiness training.
   C. Prior to the commencement of Services, designate and identify a project sponsor and a project manager that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the OPSS. Responsibilities include but are not limited to:
      1. Provide user feedback during configuration and validation.
      2. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required.
      3. Provide on-going support to Your internal users following the implementation.
      4. Assign adequate resources from Your organization during the project to participate, support, and respond to Oracle project efforts on behalf of Your goals and interests.
      5. Facilitate the necessary distribution of documentation or correspondence within Your organization.
      6. Document issues, assign ownership within Your organization, and coordinate with the Oracle project manager to ensure tasks are completed within project timeline.
   D. Ensure the Services will not be adversely impacted by other projects or initiatives underway at Your agencies/facilities. Oracle is not responsible for adverse impact to the Services arising from other concurrently scheduled projects or initiatives.
   E. Identify the participants and schedule discovery and implementation planning sessions with Your project team members.
   F. Enable administrator access for the Oracle project team to allow provisioning of Your OPSS instance prior to the commencement of Services.
   G. Provide necessary entitlements to access production data on Your legacy system(s), as mutually agreed.
   H. Provide any necessary hardware and user credentials to support the performance of Services.
   I. Administer all the hardware (networks, servers, storage, etc.) owned by You, software, middleware, and any other infrastructure required to perform the Services.
   J. Be responsible for addressing and resolving functional and/or compatibility issues in Your environments that are not expressly included in the Services to be performed by Oracle.
   K. Configure vehicle global position system ("GPS") signal to connect to the Oracle Cloud Infrastructure.
   L. Configure network connectivity from Oracle Vehicle Communication System to Oracle Cloud Infrastructure in accordance with the project plan.
   M. Ensure vehicles identified for Oracle Vehicle Communication System replacement are available to designated vehicle outfitter for installations of Oracle Vehicle Communication System in accordance with the project plan.
   N. Provide Oracle with access to base-layer maps and all map layers, addresses, and points agreed upon.
   O. Allow access to Your data as mutually agreed in the project plan.
   P. You are responsible for all source and destination data validation.

Q. You are responsible for completing all code mapping, data translations, and queries required for data migration.
R. Assist Oracle in resolving technical concerns regarding legacy data structure, linkages, and formatting.
S. Provide the necessary, appropriate, and clean data (ex: test data, configuration data) required by Oracle for the performance of Services.
T. Provide a stable Wi-Fi or network connection for uploads and firmware updates.
U. Be responsible for the configuration of necessary firewall rules, ports, or proxy settings for camera connectivity.
V. Make required change requests to Your state department for state switch connectivity.
W. You are responsible for ensuring that You are permitted to store Criminal Justice Information ("CJI") data in OPSS.
X. Engage with third-party vendors required to interface with OPSS to facilitate the signing of the Oracle Confidentiality Disclosure Agreement ("CDA") and the Oracle Interoperability Agreement ("IOA") required to build Your interfaces.
Y. You are responsible for configuration of Your customer premise equipment ("CPE") to enable a secure site to site virtual private network ("VPN") for certain interfaces requiring an Oracle connection to any CPE hardware or software.
Z. You are responsible for the contractual relationships with agents and third parties that You engage to assist with the Services, and You shall ensure that such agents and third parties provide full and timely cooperation to the Oracle project team.
AA. You are responsible for planning, executing, and managing all aspects of, training readiness, and OPSS system reviews, including preparing and executing test cases and plans, and reviewing test results.
BB. You will not film or record any of Oracle's delivery of Services, Oracle resources, or any Oracle materials.
CC. Ensure Your existing procedure and business process documentation is made available to Oracle prior to the configuration workshops.
DD. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
EE. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle.
FF. You will accept all OPSS release updates.

5. Project Assumptions.
A. A person day is defined as one (1) resource working up to eight (8) hours.
B. The implementation methodology for this implementation will be Oracle's True Cloud Method ("TCM").
C. All project documentation, presentations, and project communication will be in the U.S. English language.
D. Oracle staffing will be all onshore, will be shared with other projects, and will work remotely as much as possible with any onsite work being mutually agreed by all parties.
E. Normal working hours are 8:00 AM to 5:00 PM, in the time zone local to where Services are performed, Monday to Friday, excluding holidays.
F. OPSS will be configured to make use of the base application capabilities as defined in the applicable Oracle product documentation. Oracle's attempt to address any gaps will be identified by proposing current system based or business process workarounds.
G. All interfaces will be performed utilizing configurations included within OPSS.
H. Data migrations will be managed through the Oracle Migration Center.
I. Product issues will be reported using the Oracle Service Cloud ("OSvC") portal and will be addressed in accordance with Oracle Support policies.
J. Issues with the OPSS environment will require a ticket to be created by You through the OSvC portal to allow the Oracle team to address it.
K. Your uniforms and mounting options are compatible with the camera hardware.
L. The following are not included in the scope of, or fees for, Services under this exhibit:
    1. Performance testing, tuning, or any management of performance.
    2. Agency information technology, networking, and other hardware activities.
    3. Integrations beyond what is explicitly described in this exhibit.
    4. Code customizations to OPSS.
    5. Data migration assistance beyond the activities described in this exhibit.
    6. Training and "Go Live" assistance beyond the activities described in this exhibit.
    7. Post "Go Live" support beyond the activities described in this exhibit.
    8. Anything not expressly identified in Section 1 above.

ORACLE

PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES

This Public Sector Agreement for Oracle Cloud Services (this "Agreement") is between Oracle America, Inc. ("Oracle," "we," "us," or "our") and the entity that has executed this Agreement as identified in the signature block below ("You" or "Your"). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement.

1. USE OF THE SERVICES

1.1. We will make the Oracle services listed in Your order (the "Services") available to You pursuant to this Agreement and Your order. Except as otherwise stated in this Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Agreement or Your order (the "Services Period"), solely for Your internal business operations. You may allow Your Users (as defined below) to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.

1.2. The Service Specifications describe and govern the Services. During the Services Period, we may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content (as defined below). Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3. You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe intellectual or other property rights; sell, manufacture, market and/or distribute any product or service in violation of applicable laws; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services, except as permitted in the Service Specifications; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, except as permitted in the Service Specifications, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that we have in this Agreement and Your order, we have the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

2. FEES AND PAYMENT

2.1. All fees payable are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Services You ordered, except for taxes based on our income. Fees for Services listed in an order are exclusive of taxes and expenses, unless expressly stated otherwise in Your order.

2.2. If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

2.3. You understand that You may receive multiple invoices for the Services. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, available at https://www.oracle.com/contracts/cloud-services.

3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1. You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement.

3.2. You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3. You have the authority to and do grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.4. Except as permitted by this Agreement or Your order, You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party.

4. NONDISCLOSURE

4.1. By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

4.2. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

4.3 Subject to applicable law, each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, we will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law.

4.4 The parties acknowledge and agree that You and this Agreement are subject to applicable freedom of information or open records laws. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

5. PROTECTION OF YOUR CONTENT

5.1. In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at https://www.oracle.com/contracts/cloud-services.

5.2. To the extent Your Content includes Personal Information (as that term is defined in the applicable data privacy policies and the Data Processing Agreement (as defined below)), Oracle will furthermore comply with the following:

a. the relevant Oracle privacy policies applicable to the Services, available at http://www.oracle.com/us/legal/privacy/overview/index.html; and

b. the applicable version of the Data Processing Agreement for Oracle Services (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (i) is available at https://www.oracle.com/contracts/cloud-services and is incorporated herein by reference, and (ii) will remain in force during the Services Period of Your order. In

the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

5.3. Without prejudice to Sections 5.1 and 5.2 above, You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Personal Information) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of this Agreement and/or Your order. To the extent You disclose or transmit Your Content to a third party, we are no longer responsible for the security or confidentiality of such content outside of Oracle's control.

5.4. Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any data that imposes specific data security, data protection, or regulatory obligations on Oracle in addition to or different from those specified in the Data Processing Agreement, Service Specifications or this Agreement. If Your Content includes any of the foregoing data (e.g., certain regulated health or payment card information), Oracle will process such data only pursuant to the terms of Your order, the Data Processing Agreement, Service Specifications and this Agreement. You are responsible for complying with Your specific regulatory, legal or data security obligations which may apply to such data. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security, data protection or regulatory requirements applicable to such data.

6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

6.1. Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. We warrant that during the Services Period we will perform the Services using commercially reasonable care and skill and in all material respects as described in the Service Specifications (the "Services Warranty"). If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

6.2. WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

6.3. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

7.1. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE ORACLE

PRODUCTS OR SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

8. INDEMNIFICATION

If a third party makes a claim against either You or Oracle ("Recipient," which may refer to You or us, depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or us ("Provider," which may refer to You or us depending on which party provided the Material) infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will, to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
b. gives the Provider sole control of the defense and any settlement negotiations to the extent permitted by law; and
c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

8.1. If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects our ability to meet obligations under the relevant order, then we may, upon 30 days' prior written notice, terminate the order and refund any unused, prepaid fees for the Services under the terminated order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, upon 30 days' prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

8.2. The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded (and the Recipient has been notified in writing of the new version), if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any material not furnished by the Provider. We will not indemnify You to the extent that an infringement claim is based on Third Party Content or any material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.3. This Section 8 provides the parties' exclusive remedy for any claims or damages under Section 8.1.

9. TERM AND TERMINATION

9.1. Unless this Agreement is terminated earlier, You may place orders governed by this Agreement for a period of five years from the date You accept this Agreement. Even if terminated, this Agreement will continue to govern any order for the duration of the Services Period of such order.

9.2. Services shall be provided for the Services Period defined in Your order. Notwithstanding anything to the contrary in the Service Specifications, the Services You order will not be automatically renewed.

9.3. We may suspend Your and/or Your Users' access to, or use of, the Services if we believe that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; (c) there is a violation of the Acceptable Use Policy; or (d) You provided false account or payment information or Your digital payment method is refused. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. For Services with the applicable operational capability, Oracle will

use reasonable efforts to limit any suspension only to the portion of the Services related to the issue causing suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this Section shall not excuse You from Your payment obligations.

9.4. If either of us breaches a material term of this Agreement or any order and fails to correct the breach within 30 days of written specification of the breach (provided in accordance with Section 16.1 below), then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any order, the order under which the breach occurred; or (b) in the case of breach of this Agreement, this Agreement and any orders that have been placed under this Agreement. If we terminate any orders as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the terminated order(s) plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement and/or Your order, You may not use those Services ordered.

9.5 You may terminate this Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. Termination of the Agreement will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Agreement were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Agreement.

9.6 At the end of the Services Period, we will make Your Content (as it existed at the end of the Services Period) available for retrieval by You during a retrieval period specified in the Service Specifications. Following the retrieval period, and except as may be required by law, we will delete any of Your Content that remains in the Services. Our data deletion practices are described in more detail in the Service Specifications.

9.7 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

10. THIRD PARTY CONTENT, SERVICES AND WEBSITES

10.1. The Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access, third parties' websites, platforms, content, products, services, and information ("Third Party Services"). Oracle does not control and is not responsible for Third Party Content or Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

10.2. Any Third Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. We disclaim all liabilities arising from or related to Third Party Content.

10.3. You acknowledge that: (a) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (b) features of the Services that interoperate with Third Party Services, such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We may need to update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. Any change to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

11. SERVICE MONITORING, ANALYSES AND ORACLE-PROVIDED SOFTWARE

11.1. We continuously monitor the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing

in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2. We may (a) compile statistical and other information related to the performance, operation and use of the Services, and (b) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (above clauses (a) and (b) are collectively referred to as "Service Analyses"). We retain all intellectual property rights in Service Analyses.

11.3. We may provide You with the ability to obtain certain Oracle-provided Software (as defined below) for use with the Services. Unless we specify that separate terms will apply to Oracle-provided Software, any Oracle-provided Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use, and allow Your Users to use, such Oracle-provided Software, subject to the terms of this Agreement and Your order, solely to facilitate Your authorized use of the Services. Your right to use any Oracle-provided Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Services associated with the Oracle-provided Software. Your right to use any part of the Oracle-provided Software that is licensed under the separate terms is not restricted in any way by this Agreement.

12. HARDWARE DEVICES

The terms in this Section 12 (Hardware Devices) only apply to an order which includes a Hardware Device.

12.1. Your order may include a Hardware Device (as defined below), which You may use with the applicable Services as described in the Service Specifications. The terms of this Agreement and Your order (including those terms that refer to Services) govern Hardware Devices, the Operating System and Integrated Software (both as defined below), unless expressly stated otherwise in this Section 12, or if the terms by their nature would be inapplicable to Hardware Devices.

12.2. We provide a limited warranty for Hardware Devices as described in the Oracle Hardware Warranty available at http://www.oracle.com/contracts/hardware. Any changes to the Oracle Hardware Warranty will not apply to Hardware Devices ordered prior to such change.

12.3. We provide technical support services for Hardware Devices as described in the Service Specifications and/or Oracle's Hardware and Systems Support Policies in effect at the time the technical support services are provided (available at http://www.oracle.com/contracts/hardware), as applicable.

12.4. With respect to our indemnification for Hardware Devices under Section 8, notwithstanding the provisions of Section 8.2, if we believe or it is determined that the Hardware Device (or portion thereof) may have violated a third party's intellectual property rights, we may choose to either replace or modify the Hardware Device (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, we may remove the applicable Hardware Device (or portion thereof) and refund the net book value for the Hardware Device.

12.5. "Hardware Device" is defined as hardware that meets both of the following requirements: (a) the hardware is managed by or used as part of the Services, and (b) the hardware is designated as a Hardware Device by Oracle. Title to Hardware Devices will transfer to You upon delivery to You unless otherwise specified in Your order.

12.6. "Operating System" refers to the software that manages the Hardware Device. You have the right to use the Operating System delivered with the Hardware Device (and any updates acquired through our technical support services) only as incorporated in, and as part of, the Hardware Device and subject to the terms of the license agreement(s) delivered with or on the Hardware Device. Current versions of the license agreements are located in the documentation for the Hardware Device.

12.7. "Integrated Software" refers to any software or programmable code that is embedded or integrated in a Hardware Device and enables the functionality of the Hardware Device. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, development tools, or system management software or other code that is separately licensed by us or a third party. You have the limited, non-exclusive right to use Integrated Software

delivered with a Hardware Device (and any updates acquired through our technical support services) only as incorporated in, and as part of, the Hardware Device and subject to any terms delivered with or on the Hardware Device and/or in the applicable documentation.

12.8. We or our licensors retain all ownership and intellectual property rights in and to the Operating System and Integrated Software. The Hardware Device may contain or require the use of third party technology that is provided with or pre-installed on the Hardware Device. Third party technology is licensed under terms which we may provide to You (i) with or on the Hardware Device, (ii) in the applicable product documentation, (iii) in the readme files, or (iv) in the notice files. Your right to use this third party technology under separate license terms are not restricted in any way by this Agreement. We do not warrant or provide any technical support services for this third party technology.

12.9. The Operating System or Integrated Software may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; Your rights to use the Operating System and Integrated Software under such terms are not restricted in any way by this Agreement. The appropriate terms associated with these separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System and Integrated Software. For software (i) that is part of the Operating System or Integrated Software and (ii) that You receive from us in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from https://oss.oracle.com/sources/ or http://www.oracle.com/goto/opensourcecode. If the source code for the software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

13. EXPORT

13.1. Export control and economic sanctions laws and regulations ("export laws") of the United States and any other relevant local export laws apply to the Oracle Products and Services ordered under this Agreement. Such export laws govern use of the Oracle Products and Services (including technical data) and any Oracle products or services deliverables provided under this Agreement, and You and we each agree to comply with all such export laws (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from the Oracle products or services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

13.2. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

14. FORCE MAJEURE

Neither You nor we shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including, without limitation, an embargo, economic sanction or the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both You and we will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of You or we may cancel unperformed Services and affected orders upon written agreement. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

15. UCITA

The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

16. NOTICE

16.1. Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with us or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

16.2. We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You (a) by electronic mail to Your e-mail address on record in our account information or (b) by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

16.3. You may register to receive notice of updates to the Oracle Cloud Hosting and Delivery Policies and the Data Processing Agreement (and certain other Service Specifications made available by Oracle) at http://www.oracle.com/contracts/cloud-services.

17. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services or any interest in the Services to another individual or entity.

18. OTHER

18.1. We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

18.2. Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Even if recommended by us, we are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts or omissions of any business partner or third party, unless the business partner or third party is providing Services as our subcontractor or is otherwise engaged by Oracle in connection with performance of its obligations under this Agreement, and, if so, then only to the same extent as we would be responsible for our resources under this Agreement.

18.3. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

18.4. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

18.5. Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

19. ENTIRE AGREEMENT

19.1. You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Oracle Products and Services ordered by You and supersedes all prior or contemporaneous agreements, proposals, negotiations, demonstrations or representations, written or oral, regarding such Oracle Products and Services.

19.2. It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document, and no terms included in

any such purchase order, portal, or other non-Oracle document shall apply to Your order. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by this Agreement.

20. AGREEMENT DEFINITIONS

20.1. "**Oracle-provided Software**" means any software agent, application or tool that Oracle makes available to You specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

20.2. "**Program Documentation**" refers to the user manuals, help windows, readme files for the Services and any Oracle-provided Software. You may access the documentation online at http://oracle.com/contracts or such other address specified by Oracle.

20.3. "**Service Specifications**" means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Oracle Corporate Security Practices; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired under Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle-provided Software: the Oracle Cloud Hosting and Delivery Policies.

20.4. "**Third Party Content**" means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

20.5. "**Users**" means, for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.

20.6. "**Your Content**" means all software, data (including Personal Information), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under this Agreement, Oracle-provided Software, other Oracle Products and Services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content." Your Content includes any Third Party Content that is brought by You into the Services by Your use of the Services or any Oracle-provided tools.

21. CLOUD SERVICES AGREEMENT EFFECTIVE DATE

The Effective Date of this Cloud Services Agreement is _____. (DATE TO BE COMPLETED BY ORACLE)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. THE SIGNATURE BLOCK FOR THIS AGREEMENT FOLLOWS IMMEDIATELY ON THE NEXT PAGE.

North Bay Village	**Oracle America, Inc.**
Authorized Signature: _____	Authorized Signature: _____

Name: FRANK ROLLASON

Title: VILLAGE MANAGER

Signature Date: 8/13/25

Name: _____

Title: _____

Signature Date: _____

Agreement No.: US-CSA-CPQ-3660156

AMENDMENT ONE

Agreement Information

This Amendment One (this "Amendment") amends the Oracle Cloud Services Agreement US-CSA-CPQ-3660156, dated _____, and all amendments and addenda thereto (the "Agreement") between You and Oracle America, Inc. ("Oracle").

The parties agree to amend the Agreement as follows:

1. **NONDISCLOSURE:**

   Add the following after the section title 4. NONDISCLOSURE:

   "Subject to Chapter 119, Florida Statutes, the parties agree as follows:"

2. **LIMITATION OF LIABILITY**

   In section 7.2, delete "TWELVE (12) MONTHS" and replace with "THIRTY-SIX (36) MONTHS".

3. **SOVEREIGN IMMUNITY**

   Add the following as a new section 22. SOVEREIGN IMMUNITY:

   "Nothing in this Agreement shall be deemed or considered a waiver of any immunity to which the Village is entitled by law under Section 768.28, Florida Statutes.

   Notwithstanding the foregoing, You and Oracle agree to submit to the jurisdiction of and venue in the U.S. federal courts in the Southern District of the State of Florida for any dispute where subject matter jurisdiction lies exclusively within federal courts.

4. **Addendum A**

   Add the attached **Addendum A (North Bay Village and Florida Terms and Conditions)** to the Agreement.

This Amendment is valid for signature through 31-AUG-2025. If this Amendment is not signed by both parties on or before that date, this Amendment will be null and void and of no legal effect even if executed by both parties.

Subject to the modifications herein, the Agreement shall remain in full force and effect.

The Effective Date of this Amendment is _____(to be completed by Oracle).

North Bay Village		Oracle America, Inc.	
Signature		**Signature**	
Name	FRANK ROLLASON	**Name**	
Title	VILLAGE MANAGER	**Title**	
Signature Date	8/13/25	**Signature Date**	

Addendum A
North Bay Village and Florida Terms and Conditions

1. Public Records.

1. Public Records Law

A. It is the Village's position that the statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that the Contractor/Service Provider has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the Contractor/Service Provider is acting on behalf of the Village as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the Contractor/Service Provider. The Village by contracting with Oracle to provide certain Services does not intend for, or request Oracle to act on the Village's behalf, or for Oracle to otherwise meet the definitions of "Contractor" or "Agency" for the purposes of Florida Statutes Chapter 119. If however it is judicially determined that Oracle is "acting on behalf of" the Village pursuant to such statute in its capacity as a provider of information technology Services under this Agreement, the Parties will immediately commence an evaluation of the feasibility of continued performance under the applicable orders. As stated below, the Contractor/Service Provider may contact the Village's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Contractor/Service Provider is advised to seek independent legal counsel as to its legal obligations. The Village cannot provide the Contractor/Service Provider advice regarding its legal rights or obligations. Subject to the above, Oracle will comply with those applicable public records laws:

1. Oracle America, Inc. ("Oracle" or "Contractor") must keep and maintain public records required by the public agency to perform the service.

2. Upon request from the North Bay Village ("Village") custodian of public records, Oracle must 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.

3. Oracle must 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.

4. Upon completion of the contract, Oracle must 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.

B. **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:**

Manuel Casais, 1666 Kennedy Cswy Ste 700 North Bay Village, Miami-Dade, FL, US, 33141, mcasais@nbvillage.com, +1 (305) 758-2626.

2. State Required Terms:

Addendum A

North Bay Village and Florida Terms and Conditions

A. **Public Entity Crimes.** Contractor acknowledges Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference.

B. **Scrutinized Companies.** Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Contractor certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, 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, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. **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.

D. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

E. Prohibition on Contracting with Entities of Foreign Concern. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

Addendum A
North Bay Village and Florida Terms and Conditions
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:

The below signatory is an authorized representative of Oracle America, Inc. and is signing this form on behalf of Oracle America, Inc. and not in his or her individual capacity.

_____ _____

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

Addendum A
North Bay Village and Florida Terms and Conditions
AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:
The below signatory is an authorized representative of Oracle America, Inc. and is signing this form on behalf of Oracle America, Inc. and not in his or her individual capacity.

_____ _____

Witness #1 Print Name: _____ Print Name: _____

_____ Title: _____

Witness #2 Print Name: _____ Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed 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

Addendum A

North Bay Village and Florida Terms and Conditions

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

The below signatory is an authorized representative of Oracle America, Inc. and is signing this form on behalf of Oracle America, Inc. and not in his or her individual capacity.

_____ _____

Witness #1 Print Name: _____ Print Name: _____

_____ Title: _____

Witness #2 Print Name: _____ Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed 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

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065

February 10, 2025

North Bay Village PD, FL
305-758-2626
1666 Kennedy Causeway Suite 300
North Bay Village, FL, 33141

ATTN: Lieutenant Manuel Casais
VIA EMAIL TO: mcasais@nbvillage.com

Dear Lieutenant Casais,

This letter is to confirm that the Oracle Public Safety Suite offerings specified in the attached Exhibit A (List of Oracle Public Safety Suite Offerings) below are manufactured, sold, and distributed exclusively by Oracle America, Inc. ("**Oracle**"), except as described below.

Except as described in the attached Exhibit A for the part denoted with an asterisk (*), (a) Oracle creates and is the sole source of the proprietary products and services that may be provided as part of Oracle Public Safety Suite; and (b) Oracle confirms that third parties cannot lawfully provide Oracle Public Safety Suite offerings.

For more detailed information about Oracle Public Safety Suite offerings, please review the Oracle Public Safety Service Descriptions available at https://www.oracle.com/contracts/cloud-services/[1].

Should you have any questions, please contact me at (858) 705-3858 or steve.seoane@oracle.com.

Regards,

Steve Seoane
SVP & GM, Oracle Local Government

[1] Please select "Industry – Local Government" for Product.

Exhibit A
List of Oracle Public Safety Suite Offerings[2]

- (*) B95766 - Oracle Public Safety Dispatch Command Center System - Workstation
- B95768 - Oracle Public Safety Personal Communication System - Phone
- B95885 - Oracle Public Safety Records Management System - Sworn Officer
- (*) B96459 - Oracle Public Safety Vehicle Communication System - Vehicle Outfitted
- B96542 - Oracle Public Safety Interface, AXON, Evidence.com - Interface
- B96562 - Oracle Public Safety Interface, ESRI Basemaps Location Service from ArcGIS Platform - Interface
- B96563 - Oracle Public Safety Interface, ESRI Geocoding and Routing Location Services from ArcGIS Platform up to 10 workstations total - Interface
- B96646 - Oracle Public Safety Interface, RapidSOS, LEI - Interface
- (*) B98174 - Oracle Public Safety Suite, NCIC powered by Datamaxx - Sworn Officer
- (*) B98175 - Oracle Public Safety Suite, NCIC powered by Datamaxx, Cloud Connector - Each
- B96667 - Oracle Public Safety Interface, LeadsOnline - Interface
- 7605786 - Oracle Public Safety Tablet 110 with 8 GB RAM, 256 GB storage, and 12.4-inch display, for Vehicle Communication System only
- 7605787 - Customer Spare: Oracle Public Safety Tablet 110 with 8 GB RAM, 256 GB storage, and 12.4-inch display
- 7607024 - Car seat rail mount for Oracle Public Safety tablets for 2020+ Ford Explorer Interceptor vehicles and other models, for Vehicle Communication System only
- 7607026 - Dock kit for Oracle Public Safety tablets with tablet casing, dock and cabling, for Vehicle Communication System only
  7607027 - Vehicle mount kit for Oracle Public Safety tablets, for Vehicle Communication System only

[2] (*) For parts B95766 and B96459, embedded third-party component(s), if any, may not be purchased separately from a third party for purposes of the service descriptions set forth in Oracle Public Safety Service Descriptions.
For parts B98174 and B98175, please see the applicable description set forth in Oracle Public Safety Service Descriptions for the third-party components.

Manuel Casais

From: Jonathan Appel <jonathan.appel@oracle.com>
Sent: Tuesday, August 5, 2025 3:15 PM
To: Manuel Casais
Cc: Chance Hill
Subject: [ALERT External Email] Updated pricing with discount

Manny,

Per our meeting I wanted to summarize the new savings we offered you. Here are the new amounts based on signing the agreement by Aug 25, 2025:

Old	SaaS Years 1-3	85,428	New	SaaS Years 1-3	83,563.20
	Total years 1-3	256,254		Total years 1-3	250,689.60
				Savings years 1-3	5,564.40
	SaaS Years 4-6	94,259.12		SaaS Years 4-6	92,201.55
	Total years 4-6	282,777,36		Total Years 4-6	276,604.64
				Savings years 4-6	6,172.72
	SaaS Years 7-9	109,116.71		SaaS Years 7-9	106,734.81
	Total Tears 7-9	327,350.14		Total Years 7-9	320,204.44
				Savings Years 7-9	7,145.70
	9 Year SaaS total	866,411.50 Total		9 Years SaaS Total	847,498.68 Total
				SaaS 9 Year Savings	18,912.82 Total
Old Services 122,000		New Services 99.494		Services Savings	22,506.00 Total
		Total savings for SaaS and Services			41,418.82 Total

I am working on the executable documents for signature, and I will get them to you ASAP.

Thanks,
Jonathan

Jonathan Appel
Application Sales Rep, Oracle Public Safety
Oracle Local Government
Mobile: 954-994-5042
Visit my personal webpage.
https://engage.oracle.com/61882b

ORACLE

We are on a mission to make first responders' working life simpler, safer, happier, and vastly more productive. We are developing the technologies to make this possible, building trust between first responders and the communities they serve, with the ultimate goal of saving lives.

This email has been scanned for spam and viruses by Proofpoint Essentials. Click here to report this email as spam.

Manuel Casais

From: Jonathan Appel <jonathan.appel@oracle.com>
Sent: Friday, August 8, 2025 8:40 AM
To: Manuel Casais
Cc: Chance Hill
Subject: [ALERT External Email] Oracle Ordering Documents for Signature
Attachments: North Bay Village PD FL_Public Safety LGGIU Sole Source Letter.v1.pdf; North Bay VillageFL_US-CSA-CPQ-3660156 & Am1_18287896.pdf; Professional Services Order Doc NBV.pdf; SaaS Order Doc NBV.pdf

Manny,

As discussed, I have attached 4 documents for your review. Three of the documents need to be signed, scanned and returned to me by August 25, 2025.

- "North Bay Village PD FL Public Safety LGGIU Sole Source Letter.v1.pdf" – This is the requested sole source letter for your procurement process. This does not require a signature and is for NBV internal process.
- "North Bay VillageFL_US-CSA-CPQ-3660156 & Am1_18287896.pdf" – This is our standard Oracle Cloud Services Agreement and an amendment that was created for Florida agencies with input from Roger Pou and his staff. This amendment was created during Pinecrest and Key Biscayne's purchasing process. This document requires two signatures from North Bay Village and upon return to us, we will countersign the document and return fully executed copies for your file.
- "SaaS Order Doc NBV.pdf" – This is your SaaS order document with the new discounted annual initial term rate of $83,563. Additionally, further down in the document, you will see the two renewal term periods as listed in our previous emails. This document requires one signature from North Bay Village and upon return to us, we will countersign the document and return fully executed copies for your file.
- "Professional Services Order Doc NBV.pdf" – This is your services order document with the new reduced median price point of $99,494. This document requires one signature from North Bay Village and upon return to us, we will countersign the document and return fully executed copies for your file.

Please let me know if you have any questions or require any further explanation on the attached documents. Thank you for your trust and confidence in Oracle.

Respectfully,
Jonathan

Jonathan Appel
Application Sales Rep, Oracle Public Safety
Oracle Local Government
Mobile: 954-994-5042
Visit my personal webpage.
https://engage.oracle.com/61882b

eCitation Quote

LexisNexis® Coplogic Solutions
1000 Alderman Drive
Alpharetta, GA 30005

February 25, 2025
Quote: 20250225 Oracle Public Safety | North Bay Village PD FL

TO: Oracle Public Safety
(on behalf of North Bay Village PD FL)

Term	Description	# of Units	Amount
One Time Fee	**LexisNexis® eCitation via Coplogic Ethos** • Configurable Citations/Summons and Warning form • Hosting Fee Included • Set-Up & Configuration of the software remotely • Online Train the trainer session(s) • Court & RMS export interface to transfer data in PDF & LexisNexis's XML format	Enterprise	$ 20,670.00
Annual	**LexisNexis® eCitation Support and Maintenance** • Unlimited customer support (phone and e-mail) • Notice of new product releases • Access to new releases	Enterprise	$ 4,134.00
		Quote Subtotal	**$ 24,804.00**
		Sales Tax	As Applicable

The license fee proposed by LexisNexis in this email is provided pursuant to the standard features shown in the attached features exhibit for the associated services and with an implementation date occurring no earlier than January 2025. Any request for features not included in the attached features exhibit or for an implementation timeline beginning earlier than 2025, such request is subject to authorization by LexisNexis and additional costs/fees shall apply as agreed upon in writing by LexisNexis. This proposal expires 120 days after the delivery date of this email.

LexisNexis® appreciates the opportunity to provide you with this quote. If you have any questions regarding this quote, feel free to reach out to your account manager:

Steven Albano
steven.albano@lexisnexisrisk.com

Signature to Accept Quote: _____ Date: 8/22/2

Pricing is guaranteed for 120 days from the date this quote was issued

LexisNexis® Coplogic Solutions
1000 Alderman Drive
Alpharetta, GA 30005

February 25, 2025
Quote: 20250225 Oracle Public Safety | North Bay Village PD FL

TO: Oracle Public Safety
(on behalf of North Bay Village PD FL)

Term	Description	Price	Amount
Annual	**LexisNexis® eCrash** • Setup and Maintenance/Support • This will remain a $0 cost to the agency with the expectation they will continue to use LexisNexis BuyCrash for the eCommerce sales of their crash reports	$0.00	$0.00
		Quote Subtotal	$ -
		Sales Tax	As Applicable

The license fee proposed by LexisNexis in this email is provided pursuant to the standard features shown in the attached features exhibit for the associated services and with an implementation date occurring no earlier than January 2025. Any request for features not included in the attached features exhibit or for an implementation timeline beginning earlier than 2025, such request is subject to authorization by LexisNexis and additional costs/fees shall apply as agreed upon in writing by LexisNexis. This proposal expires 120 days after the delivery date of this email.

LexisNexis® appreciates the opportunity to provide you with this quote. If you have any questions regarding this quote, feel free to reach out to your account manager:

Steven Albano
steven.albano@lexisnexisrisk.com

Signature to Accept Quote: _____ Date: _____

Pricing is guaranteed for 120 days from the date this quote was issued

LexisNexis® | Coplogic™ Solutions

LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement ("**Agreement**") is dated _____, 20_____ ("**Effective Date**") by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 ("**Provider**"), and North Bay Village Police Department, with its principal place of operations at 1666 John F Kennedy Causeway, North Bay Village, FL 33141 ("**Agency**"). Provider and Agency may be referred to herein individually as a "**Party**" and collectively referred to as "**Parties**".

1. SCOPE.

Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the "**Services**") as described in an applicable order to this Agreement ("**Order**"). The Parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a "**Report**"). "Report" shall also include any associated or supplemental information provided with the Report including Agency name, images and upload date, as applicable. The Parties further acknowledge that Provider acts on behalf of Agency to the extent it assists in carrying out Agency's obligations to provide the public access to vehicle accident reports and Provider shall provide such access in accordance with the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.).

2. LICENSE AND RESTRICTIONS.

2.1. License Grant and License Restrictions. Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:

(a) Agency shall not use the Services for marketing or commercial solicitation purposes, resell, or broker the Services to any third-party or otherwise use the Services for any personal (non-law enforcement) purposes; and

(b) Agency shall not access or use Services from outside the United States without Provider's prior written approval; and

(c) Agency shall not use the Services to create a competing product, provide data processing services to third parties, resell, or broker the Services to any third-party, or otherwise use the Services for any personal (non-law enforcement) purposes; and

(d) Agency's use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and

(e) Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and

(f) Agency may not use the Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and

(g) Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency's employees who have a need to know such information); and

(h) Except as specifically set forth in an Order, Agency shall not permit any third party (third parties shall not include Agency's employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and

(i) Agency shall comply with all laws, regulations, and rules which govern the use of the Services.

2.2. Other Restrictions. In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency's use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined below), a change in law or regulation, or the interpretation thereof, and/or an order from a Court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider's written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement. Provider shall be Agency's designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Reports.

2.3. Violation of License Terms and / or Restrictions. Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

3. SUPPORT AND MAINTENANCE.

3.1. Ongoing Maintenance. Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("**Maintenance**"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.

3.2. Support Services. Provider will provide ongoing support services for problems, queries or requests for assistance ("**Support**") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide after-hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.

3.3. On Site Support. In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred ($2,500.00) dollars per day for each Provider employee who provides any on-site support. This daily fee includes all Provider travel time and expenses.

4. FEES.

4.1. Fees due to Provider. Any fees due to Provider for Services hereunder shall be specified in an Order ("**Fees**"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. To the extent an interface or other technological development is required (outside of the

Service Features defined in the Order(s)) to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider.

4.1.1. Disputes. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice ("**Dispute**"), Agency shall notify Provider in writing and follow the procedures set forth herein. In the event of a Dispute, Agency shall promptly, but in no case more than thirty (30) days from receipt of the invoice, notify Provider in writing pursuant to the notice provisions of this Agreement ("**Dispute Notice**"). Agency shall identify in writing the specific cause of the Dispute, the amount in dispute, and reasonable documentation supporting the Dispute. Invoices not disputed within ninety (90) days of the invoice date will be deemed valid and may not later be disputed. The Parties agree to use best efforts to resolve all Disputes promptly and in good faith. However, in the event the Parties are not able to resolve a Dispute within sixty (60) days from Provider's receipt of a Dispute Notice, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency's RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.

4.2. Fees due to Agency. Using the process as herein defined, on behalf of Agency, Provider will collect and remit to Agency a fee for all Reports ("**Agency Fee**") purchased from the eCommerce portal set forth on the applicable Order, including but not limited to fees for purchases of Reports from that eCommerce portal by an Affiliate. On a monthly basis, Provider will electronically transfer to Agency's designated account, the total amount of applicable Agency Fee collected by Provider during the previous month. Provider will make available a monthly report to Agency identifying the number of Reports provided on its behalf via the LexisNexis® Command Center ("**Command Center**") administration portal and/or its successor.

4.2.1. No Agency Fee will be paid with respect to the following:

(a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor (as defined in Section 5.2 of this Agreement), including Reports purchased before the applicable Order Effective Date, and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or

(b) When one or more components of a Report (e.g., VIN number), rather than the Report in its entirety, is provided by Provider to an Authorized Requestor or an Affiliate of Provider; or

(c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or

(d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Agreement shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

4.3. Fees retained by Provider. Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor ("**Convenience Fee**") which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall it exceed the amount Provider may legally charge an Authorized Requestor.

4.4. Product Enhancements. Should Agency request enhancements to Services outside of the standard Service Features set forth in a specific Order, Provider will provide Agency with a scope document, as part of the Change Control Process, reflecting the requested enhancement(s), cost, and schedule to complete such enhancement. Where Agency executes such scope document, the scope document shall comply with the terms and conditions set forth in this Agreement.

5. CONTRIBUTION/DISTRIBUTION.

5.1. Agency acknowledges and agrees that Provider has compiled certain databases of person data, vehicle data, and/or incident data contributed from other law enforcement agencies ("**Participating Agencies**") accessing certain of the Services. Agency

further acknowledges and agrees that such contribution data (a) is available only to Participating Agencies that have authorized the contribution and distribution of their data via such databases and (b) may be used solely for investigative and/or law enforcement purposes and for no other purpose whatsoever.

5.2. For Services that contemplate the sale of Reports, as more specifically described in an Order, Provider shall distribute Reports and/or specific data extracted from the Report to individuals or legal entities ("**Authorized Requestors**") and other authorized law enforcement entities ("**Agency Requestors**") in accordance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this Agreement shall prohibit Provider's Affiliates (defined in Section 15.1, "Affiliates" below) from purchasing Reports from the ecommerce portal set forth in the Order, or from distributing previously purchased Reports and/or specific data extracted from the Report to Authorized Requestors or Agency Requestors in accordance with the terms of the Order and applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this Agreement shall prohibit Affiliates from acquiring Reports from a source other than the ecommerce portal set forth in the Order.

6. TERMS AND TERMINATION.

6.1. Term. This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.

6.2. Termination.

6.2.1. Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.

6.2.2. Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.

6.2.3. Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.

6.3. Effect of Termination. Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.

7. RELEVANT LAWS.

Each Party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

7.1. Driver's Privacy Protection Act. Agency acknowledges that certain Services provided under this Agreement may include the provision of certain personal information data obtained from state Departments of Motor Vehicles ("**DMV Data**") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws ("**DPPA**"), and that Agency is required to comply with the DPPA, as applicable. Agency acknowledges and agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by Provider.

7.2. Fair Credit Reporting Act. The Services provided pursuant to this Agreement are not provided by "consumer reporting agencies" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("**FCRA**") and do not constitute "consumer reports" as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.

7.3. Protected Health Information. Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.

7.4. Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.

7.5. Privacy Principles. Agency shall comply with the "Provider Data Privacy Principles" available at http://www.lexisnexis.com/privacy/data-privacy-principles.aspx, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.

7.6. Security. Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.

8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

8.1. Definition. "**Confidential Information**" means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient's possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.

8.2. Treatment of Confidential Information. Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party's Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.

8.3. Intellectual Property Ownership. Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.

8.4. Exception for Subpoenas and Court Orders. A Party may disclose Confidential Information solely to the extent required by subpoena, court order, the freedom of information act for the state which is applicable to the Agency ("**FOIA**"), or other governmental authority, provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order, FOIA request or other governmental authority so as to allow the disclosing Party an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order, FOIA request or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.

8.5. Duration. Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

8.6. Return of Confidential Information. Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's Confidential Information unless retention of such information is required by law, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.

8.7. Injunctive Relief. In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.

8.8. Other. During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

9. PROVIDER AUDIT RIGHTS.

Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the Services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

10. REPRESENTATIONS AND WARRANTIES.

Agency represents and warrants to Provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any Services, in strict conformance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider and consistent with the terms of this Agreement.

11. LIMITATION OF WARRANTY.

FOR PURPOSES OF THIS SECTION, "**PROVIDER**" INCLUDES PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND DATA PROVIDERS. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

12. LIMITATION OF LIABILITY.

To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by Provider from Agency (excluding pass through or out of pocket expenses) for the specific Services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. To the extent the relevant Services are made available at no cost to Agency, then in no event shall Provider's liability to Agency under this Agreement exceed one hundred dollars ($100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising

from Provider's gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

13. FORCE MAJEURE.

Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of God or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that Agency will be obligated to pay Provider for the Services provided under this Agreement prior to the effective date of such termination.

14. NOTICES.

All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the Party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other Party timely, written notice of its new address in the manner set forth above.

15. MISCELLANEOUS.

15.1. Affiliates. For purposes of this Agreement, "**Affiliate**" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder and nothing in this Agreement shall prevent or limit Affiliates from offering previously purchased Reports or data extracted from Reports for sale.

15.2. Independent Contractor/No Agency. Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.

15.3. Assignment. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.

15.4. Headings, Interpretation, and Severability. The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

15.5. Waiver; Remedies Non-Exclusive. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.

15.6. Survival. Sections 2-4, 7-12, and 14 shall survive the termination or rescission of this Agreement.

15.7. Provider Shared Facilities. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized, they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.

15.8. Entire Agreement. This Agreement represents the entire Agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms

containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.

15.9. Governing Law. This Agreement shall be governed by and construed in accordance with the state or federal law(s) applicable to such Agency, irrespective of conflicts of law principles.

16. AGENCY AUTHORIZATION FOR RMS VENDOR.

Agency hereby authorizes Provider to disclose, transmit, and otherwise make available reports and related data under this Agreement to Agency's designated RMS Vendor, Oracle America, Inc. (the "RMS Vendor") for the purpose of facilitating integration, data sharing, and operational support and as otherwise directed by Agency.

17. RMS Vendor Indemnification.

To the extent that Agency engages an RMS Vendor, including but not limited to Oracle America Inc., to receive, store, process, or otherwise handle Reports or related data provided under this Agreement, Agency agrees that it shall be solely responsible and liable for any data breach, unauthorized access, or misuse of such data resulting from the RMS Vendor's systems, services, or acts or omissions. Provider shall have no liability for any such breach or security incident attributable to the RMS Vendor. Agency agrees to release and hold harmless Provider, its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any act or omission of the RMS Vendor, including but not limited to any data breach or failure to comply with applicable laws.

18. NOTICE OF RMS VENDOR RELATIONSHIP TERMINATION.

The Agency shall provide the Provider with prompt written notice in the event that the Agency's relationship with its designated RMS Vendor is terminated or expires for any reason. Upon receipt of such notice, the Provider shall promptly cease providing the RMS Vendor with access to the Agency's reports, data, and any related information. The Agency acknowledges that timely notice is essential to ensure the protection and confidentiality of its data.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Agency: **North Bay Village Police Department**	Provider: **LexisNexis Coplogic Solutions Inc.**
Signature: _____	Signature: _____
Print Name: FRANK ROLLASON	Print Name: William S. Madison
Title: VILLAGE MANAGE	Title: Executive Vice President
Date: _____	Date: _____

EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

1. Data Protection. Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("**Account IDs**") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.

2. Agency's Information Security Program. Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("**Agency's Information Security Program**"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.

3. Agency Security Event. In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "**Agency Security Event**") Agency shall:

   (a) provide immediate written notice to:

      (i) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
      (ii) via email to (security.investigations@lexisnexis.com); or
      (iii) by phone at (1-888-872-5375) with a written notification to follow within twenty-four (24) hours; and

   (b) promptly investigate the situation; and
   (c) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
   (d) if required by law, or in Provider' discretion, Agency shall:

      (i) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
      (ii) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and

   (e) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
   (f) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

   In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.

LexisNexis® eCitation Standard Features

LexisNexis® eCitation Service will provide the following standard features. If the agency requests any features, functions, forms, interfaces, or general customizations outside of these standard features, LexisNexis Coplogic Solutions Inc. (Provider) will work with the agency to document the requested customizations in a Change Request Document. LexisNexis reserves the right to charge additional fees for any customization outside of the standard features listed herein.

Reference Number	Features and Functionality
	Forms
1	Citation: One standard interface with non-configurable fields and non-configurable validations used to capture traffic citation data. One PDF citation form based on state standards. Agency name, agency location, agency contact information, and court information are the only configurable data fields on the PDF.
2	Parking: One standard interface with non-configurable fields and non-configurable validations used to capture parking citation data. One PDF parking form based on state standards. Agency name, agency location, agency contact information, and court information are the only configurable data fields on the PDF.
3	Tow: One standard interface with non-configurable fields and non-configurable validations used to capture tow report data. One PDF tow form. Agency name, agency location, and agency contact information are the only configurable data fields on the PDF.
4	Standard report actions: Citation - Create, view, Issue, print, delete/archive (in draft status only), Void, Send to Court. Parking - Create, view, Issue print, delete/archive (in draft status only), Void, Send to Court. Tow - Create, view, submit, print, delete/archive (in draft status only).
5	Ability to create preset citation templates using available pre-defined fields. These cannot be edited.
6	Ability to clone a citation using available pre-defined fields. These cannot be edited.
	Validation Rules
7	Realtime validation indicators appear in user interface and are based on state-defined business rules. These cannot be edited.
	Citation Workflow
8	Standard workflow for a citation: Create -> Save -> Issue -> Print -> Sent to Court.
	Interfaces
9	Electronic export of citation report data in the Coplogic standard XML or JSON format to one records management system of Agency's choice.
10	Electronic export of citation report data in the Coplogic standard XML or JSON format to one court system.

Reference Number	Features and Functionality
	Agency and User Administration
11	Ability to create and maintain an agency defined offense file and group violation offenses by category.
12	Ability for administrators to manage users, offenses, court dates, and citation numbers.
13	Ability to generate and populate a court date and time-based configurable logic parameters and preset blackout dates per form.
	Core Features – Cannot be Customized
14	Ability for a user to search for reports using standard search fields on the Find A Report page.
15	Support of system-generated, state-defined, or agency-defined citation number distribution and ability to manually add agency local case number.
16	Support for scanning driver's license and vehicle registration barcodes to prefill report fields. Subject to compatibility with the mobile devices and magnetic stripe readers specified on the Coplogic approved hardware device list. New state barcodes might need to be coded prior to working within the application.
17	Ability to attach, save, and review attachments to a citation (images, short video files, PDFs). Attachment limitations are: • 2MB per attachment, 10MB per citation, 100MB in aggregate • Of the following types: HEIC, TXT, DOC, DOCX, PDF, JPG, JPEG, PNG, BMP, MP3, MP4, ZIP, AVI, WMA, WAV
18	Night mode/dark theme support.
19	Offline mode allows reports to be written when loss of internet connectivity occurs.
20	Non-configurable tooltips to assist officer with data entry.
21	Location component comes with base ESRI map layer only and allows user to easily populate address, latitude, and longitude based on current location.
22	Integration with agency instance of Azure Active Directory, Ping Federated, and Okta to allow Agency users to authenticate into Ethos with their Agency email address.
23	Audit logging tracks user and system actions.
24	Standard analytics dashboards are provided at implementation but do not include personally identifiable information.
25	Roles and permissions are set up at implementation. Standard roles are officer, supervisor, and administrator.
26	Session inactivity timeout is set to 30 minutes.
27	Hardware compatibility is specified in the *LexisNexis® eCrash and LexisNexis® eCitation Compatible Hardware List*.

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Order No. 1
LexisNexis® eCitation

This Order No. 1 ("**Order**") is entered into this ____ day of _____, 20___ ("**Order Effective Date**") between North Bay Village Police Department ("**Agency**") and LexisNexis Coplogic Solutions Inc. ("**Provider**") and subject to the terms and conditions of the Law Enforcement Agreement effective _____, 20___ ("**Agreement**") between the Parties.

1. **TERMS AND CONDITIONS.** All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.

2. **DESCRIPTION OF SERVICES**. Provider, as part of its business has developed and makes available to law enforcement entities an electronic citation solution called LexisNexis® eCitation ("**eCitation**") for law enforcement which enables electronic ticket writing and the ability to print citations on demand. Provider shall make eCitation available via Coplogic™ Ethos, a highly configurable platform that can be used by law enforcement agencies to meet a wide range of data collection, storage, and management needs. Agency agrees that the citations and the data contained therein do not constitute Criminal History Record Information (CHRI) as more particularly defined in 28 CFR § 20.3.

3. **SCOPE OF SERVICES**. Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order or by Provider's Change Control Process (process of mutually modifying the scope of work, pricing and timeline) and signed by both Parties. Provider will provide the following Services subject to Agency's technology capabilities, processes, and work-flow functionality:

   3.1. Provide Services including an Enterprising license to Agency, enabling installation of the Services on Agency's application-compatible computing devices to include the features detailed in the , eCitation Standard Features which are available at https://docs.lexisnexisrisk.com/bundle/Standard_Features_eCitation/resource/Standard_Features_eCitation.pdf, as updated from time to time.

   3.2. Features and functionality that are not part of the eCitation Standard Features are considered Enhancements (**"Enhancements"**). If requested by the Agency, Provider may agree to Enhancements to the Agency's specific and reasonable requirements. Any Enhancements by Provider in accordance with this clause will become part of the Services and will continue to be subject to all the terms of the Agreement and this Order. Provider shall be entitled to charge a reasonable fee and schedule for such Enhancement(s) which will be agreed upon by the Parties in writing as part of the Provider's Change Control Process prior to any work being performed. Provider's reasonable fee for Enhancement(s) is pursuant to Section 6.4.

   3.3. Provide Support and Maintenance as set forth in the Agreement

   3.4. Facilitate Agency transfer of Reports to Agency Designated Third Parties ("**ADTP**"), such as the Clerk of Courts and/or applicable record management system vendor(s) ("**RMS Vendor**"). Agency assumes any and all responsibilities for the actions or inactions of such transfers to Agency Designated Third Parties and indemnifies Provider from any and all claims such parties may have arising from or relating to Provider's compliance with this Agency request.

   ADTP or RMS Vendor: Oracle

   3.5. If maintenance requires updates to terms and conditions, Agency will require users to accept those updates at the next login after the update has been provided.

   3.6. As provided by Section 7.1 of the Agreement, Agency acknowledges that certain Services provided under this Order may

include the provision of certain personal information data obtained from the state Department of Motor Vehicles ("**DMV Data**") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "**DPPA**"), and that Agency is required to comply with the DPPA, as applicable. Agency acknowledges and agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services, that it will recertify upon request by Provider and that its access and use of any DPPA or DMV data will always be solely in furtherance of its certified DPPA permissible purpose. Should an Agency user's permissible purpose change, the Agency understands it has an obligation to advise Agency user that it must recertify before accessing such DPPA or DMV Data. Agency has requested that its users be obligated to recertify only in the circumstances set forth in the preceding sentence and once every thirty days and as a result of this request, releases and holds harmless Provider from any claims, suits, damages, actions, demands, settlements, judgments and any other expenses (including reasonable attorneys' fees) related to Agency's or Agency users' breach of this provision. Agency certifies it has a permissible use under the DPPA to use and/or obtain such information and Agency further certifies it will use such information obtained from Services only for one (1) of the purposes selected below or for the purpose indicated by Agency electronically while using the Services, which purpose will apply to searches performed during such electronic session:

Please check one below (required):

	1.	No permissible use.
X	2.	Use by a government agency, but only in carrying out its functions.

4. TRAINING.

4.1.1. Train-the-Trainer Training Sessions. At no additional cost to Agency, Provider will provide Agency users instructor-led, online 'train-the-trainer' training sessions. Courses can cover new user training, refresher training for existing users, system administration, or other Agency-requested topics. The 'train the trainer' approach aims to educate Agency users with skills that are needed to train other users. Provider aims to train Agency users within 60 days of go-live. Provider will offer Agency up to two (2) training sessions annually. Additional requests will be evaluated based on available resources and may be subject to additional fees.

4.1.2. User Guides. Provider will provide Agency with user guides or training documentation appropriate for the Services.

4.1.3. On Site Training. In response to written Agency requests for Provider to provide on-site training, Provider shall produce a written estimate of the time required to provide the requested training to include any requirements, such as the presence of Agency staff, other resources or materials. The Agency shall reimburse Provider at the rate of two thousand five hundred ($2,500.00) dollars per day for each Provider employee who provides any on-site training (this daily fee includes all Provider travel time and expenses).

5. TERM AND TERMINATION. This Order shall commence upon the completion of the project ("Project Completion") and shall continue for an initial term of thirty-six (36) months ("**Initial Term**"), whereupon this Order shall automatically renew for additional twelve (12) month periods ("**Renewal Term**") unless either Party provides written notice to the other Party, at least ninety (90) days prior to the expiration of the Renewal Term.

6. FEES.

The Fees for the Services shall be subject to the terms set forth in **Section 4 of the Agreement**.

6.1. The one-time license Fee for the Services is Twenty-Three Thousand Two Hundred Seventy Dollars and 00/100 ($23,270.00) and shall be invoiced by Provider within forty-five (45) days of completion of the project.

6.2. The annual Support and Maintenance Fee for the Services shall be Five Thousand Six Hundred Fifty-Four Dollars and 00/100 ($4,654.00) and shall be invoiced by Provider within forty-five (45) days of completion of the project and thereafter shall be due on the anniversary of completion of the project.

6.3. Provider will charge Agency an hourly rate of $250 for approved Enhancements. This Fee will be invoiced by Provider upon implementation of the Enhancement(s).

Provider and Agency agree that the implementation of eCitation Services into production will not commence before calendar

year 2025 at which time the Parties will mutually agree on the timeline for such implementation.

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: **North Bay Village Police Department**	Provider: **LexisNexis Coplogic Solutions Inc.**
Signature: _____	Signature: _____
Print Name: FRANK ROLLASON	Print Name: William S. Madison
Title: VILLAGE MANAGER	Title: Executive Vice President
Date: _____	Date: _____

LexisNexis® eCrash Standard Features

LexisNexis® eCrash Service will provide the following standard features. If the agency requests any features, functions, forms, interfaces, or general customizations outside of these standard features, LexisNexis Coplogic Solutions Inc. (Provider) will work with the Agency to document the requested customizations in a Change Request Document. LexisNexis Coplogic Solutions Inc. reserves the right to charge additional fees for any customization outside of the standard features listed herein .

Reference Number	Features and Functionality
	Forms
1	Crash: One standard interface with non-configurable fields and non-configurable validations used to capture crash report data. One PDF crash form based on state standards. Agency name, agency location, and agency contact information are the only configurable data fields on the PDF.
2	Tow: One standard interface with non-configurable fields and non-configurable validations used to capture tow report data. One PDF tow form. Agency name, agency location, and agency contact information are the only configurable data fields on the PDF.
3	Drivers Exchange: One standard interface with non-configurable fields and non-configurable validations used to capture crash report data. One PDF crash form based on state standards. Agency name, agency location, and agency contact information are the only configurable data fields on the PDF.
4	Standard report actions: Crash - Create, view, submit, print, delete/archive (in draft status only), supplement, approve, reject. Tow - Create, view, submit, print, delete/archive (in draft status only).
	Validation Rules
5	Realtime validation indicators appear in user interface and are based on state-defined business rules. These cannot be edited.
	Report Workflow
6	Review process for crash reports: Officer -> Supervisor -> Record Supervisor -> State Submission or Officer -> Supervisor -> State Submission.
	Interfaces
7	Electronic submission of crash report data to the state interface in the state-specified format.
8	Electronic submission of crash report data in the Coplogic standard XML or JSON format to one records management system of Agency's choice.
	Core Features – Cannot be Customized
9	Ability for a user to search for reports using standard search fields on the Find A Report page.

Reference Number	Features and Functionality
10	Ability for administrators to create, modify, remove review groups to support the agency crash report review process.
11	Support of system-generated or state-defined crash report number distribution and ability to manually add agency local report number.
12	Night mode/dark theme support.
13	Support for scanning driver's license and vehicle registration barcodes to prefill report fields. Subject to compatibility with the mobile devices and magnetic stripe readers specified on the Coplogic approved hardware device list. New state barcodes might need to be coded prior to working within the application.
14	Ability to attach, save, and review attachments to a crash report (images, short video files, PDFs). Attachment limitations are: - 2MB per attachment, 10MB per crash, 100MB in aggregate - Of the following types HEIC, TXT, DOC, DOCX, PDF, JPG, JPEG, PNG, BMP, MP3, MP4, ZIP, AVI, WMA, WAV
15	Offline mode allows reports to be written when loss of internet connectivity occurs.
16	Location component comes with base ESRI map layer only and allows user to easily populate address, latitude, and longitude based on current location.
17	Crash diagramming is supported through the integrated LexisNexis Crash Designer module.
18	Integration with agency instance of Azure Active Directory, Ping Federated, and Okta to allow agency users to authenticate into eCrash with their agency email address.
19	Audit logging tracks user and system actions.
20	Roles and permissions are set up at implementation. Standard roles are officer, supervisor, and administrator.
21	Session inactivity timeout is set to 30 minutes.
22	Standard analytics dashboards are provided at implementation. Dashboards do not include personally identifiable information.
23	Permission-based administrative tool provided to perform user- and agency-level administrative tasks.
24	Hardware and software compatibility is specified in the *LexisNexis® eCrash and LexisNexis® eCitation Compatible Hardware List*.
25	Non-configurable tooltips to assist officer with data entry.

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Order No. 2
LexisNexis® eCrash

This Order No. 2 ("**Order**") is entered into this _____ day of _____, 20___ ("**Order Effective Date**") between North Bay Village Police Department ("**Agency**") and LexisNexis Coplogic Solutions Inc. ("**Provider**") and subject to the terms and conditions of the Law Enforcement Agreement effective _____, 20___ ("**Agreement**") between the Parties.

1. **TERMS AND CONDITIONS**. All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.

2. **DESCRIPTION OF SERVICES**. Provider, as part of its business has developed and makes available to law enforcement entities a solution called LexisNexis® eCrash ("**eCrash**") that enables for the collection and the online distribution of Reports via Provider's eCommerce portal(s), LexisNexis® BuyCrash, or its successor(s). Provider shall make eCrash available via Coplogic™ Ethos, a configurable platform that can be used by law enforcement agencies to meet a wide range of data collection, storage, and management needs. In exchange for the Services provided to Agency, Agency agrees that Provider shall have the sole and exclusive right to sell the Agency's crash Reports online and to distribute data extracted from the Reports. Agency retains the rights to fulfill requests for a Report made pursuant to state freedom of information laws.

3. **SCOPE OF SERVICES**. Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order or by Provider's Change Control Process and signed by both Parties. Provider will provide the following Services subject to Agency's technology capabilities, processes, and work-flow functionality:

   3.1. Permit connection of Provider's application on Agency's application-compatible computing devices as described in the eCrash Service Features which are available at https://docs.lexisnexisrisk.com/bundle/Standard_Features_eCrash/resource/Standard_Features_eCrash.pdf, as updated from time to time.

   3.2. Features and functionality that are not part of the eCrash Services Features are considered Enhancements (**"Enhancements"**). If requested by the Agency, Provider may agree to Enhancements to the Agency's specific and reasonable requirements. Any Enhancements by Provider in accordance with this clause will become part of the Services and will continue to be subject to all the terms of the Agreement and this Order. Provider shall be entitled to charge a reasonable fee and schedule for such Enhancement(s) which will be agreed upon by the Parties in writing as part of the Provider's Change Control Process prior to any work being performed. Provider's reasonable fee for Enhancement(s) is pursuant to Section 6.2.

   3.3. To the extent e-Commerce is contemplated under the Agreement and/or Order, Provider shall also establish a communication protocol to electronically or manually transfer Reports in a timely manner from Agency to Provider.

   3.4. Subject to Section 5.1 of the Agreement, Agency agrees to allow access to Agency's Reports by Participating Agencies and, in return, shall receive access to Participating Agencies' Reports. Agency agrees that it shall use Participating Agency Reports strictly for investigative and/or law enforcement purposes only.

   3.5. As provided by Section 7.1 of the Agreement, Agency acknowledges that certain Services provided under this Order may include the provision of certain personal information data obtained from the state Department of Motor Vehicles ("**DMV Data**") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "**DPPA**"), and that Agency is required to comply with the DPPA, as applicable. Agency acknowledges and agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services, that it will recertify upon request by Provider and that its access and use of any DPPA or DMV data will always be solely in furtherance of its certified DPPA permissible purpose. Should an Agency user's permissible purpose change, the Agency understands it has an obligation to advise Agency user that it must recertify before accessing such DPPA or DMV

Data. Agency has requested that its users be obligated to recertify only in the circumstances set forth in the preceding sentence and once every thirty days and as a result of this request, releases and holds harmless Provider from any claims, suits, damages, actions, demands, settlements, judgments and any other expenses (including reasonable attorneys' fees) related to Agency's or Agency users' breach of this provision. Agency certifies it has a permissible use under the DPPA to use and/or obtain such information and Agency further certifies it will use such information obtained from Services only for one (1) of the purposes selected below or for the purpose indicated by Agency electronically while using the Services, which purpose will apply to searches performed during such electronic session:

Please check one below (required):

	1.	No permissible use.
X	2.	Use by a government agency, but only in carrying out its functions.

4. TRAINING.

4.1 Train-the-Trainer Training Sessions. At no additional cost to Agency, Provider will provide Agency users instructor-led, online 'train-the-trainer' training sessions. Courses can cover new user training, refresher training for existing users, system administration, or other Agency-requested topics. The 'train the trainer' approach aims to educate Agency users with skills that are needed to train other users. Provider aims to train Agency users within 60 days of go-live. Provider will offer Agency up to two (2) training sessions annually. Additional requests will be evaluated based on available resources and may be subject to additional fees.

4.2 User Guides. Provider will provide Agency with user guides or training documentation appropriate for the Services.

4.3 On Site Training. In response to written Agency requests for Provider to provide on-site training, Provider shall produce a written estimate of the time required to provide the requested training and state any requirements, such as the presence of Agency staff,other resources, or materials. The Agency shall reimburse Provider at the rate of two thousand five hundred ($2,500.00) dollars per day for each Provider employee who provides any on-site training (this daily fee includes all Provider travel time and travel expenses).

5. TERM AND TERMINATION. This Order shall commence upon completion of the project ("Project Completion") and shall continue for an initial term of thirty-six (36) months ("**Initial Term**"), whereupon this Order shall automatically renew for additional twelve (12) month periods ("**Renewal Term**") unless either Party provides written notice to the other Party, at least ninety (90) days prior to the expiration of the Renewal Term.

6. FEES. Pursuant to Section 4 of the Agreement, the Agency Fee is write out agency fee ex: Five Dollars and 00/100) ($write out agency fee in decimal ex: $5.00). There shall be no fee to Agency for the Services.

6.1. For the avoidance of doubt, no Agency Fee will be paid with respect to the following:

a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or

b) When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or

c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or

d) When a fee is not charged to an Authorized Requestor for the Report.

6.2 Provider will charge Agency an hourly rate of $250.00 for approved Enhancements. This Fee will be invoiced by Provider upon implementation of the Enhancement(s).

Nothing in this Order shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

Provider and Agency agree that the implementation of eCrash Services into production will not commence before calendar year 2025 at which time the Parties will mutually agree on the timeline for such implementation.

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: **North Bay Village Police Department**

Signature: _____

Print Name: FRANK ROLLASON

Title: VILLAGE MANAGER

Date: _____

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Print Name: William S. Madison

Title: Executive Vice President

Date: _____

Manuel Casais

From: Albano, Steven (RIS-HBE) <Steven.Albano@lexisnexisrisk.com>
Sent: Friday, August 22, 2025 4:14 PM
To: Manuel Casais
Subject: [ALERT External Email] LexisNexis

Lieutenant Casais,
As we discussed, you will not be billed for ecitation until you are fully setup on the system. Once you are setup on the system you will be billed for the one-time fee plus year one maintenance fee. You will then be charged the maintenance fee each year after as part of the agreements. Let me know if you have any questions. Thanks

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Manuel Casais

From: Jonathan Appel <jonathan.appel@oracle.com>
Sent: Monday, February 24, 2025 6:38 PM
To: Manuel Casais
Subject: [ALERT External Email] Clarification on Docs
Attachments: SaaS NBV V2 CPQ-3660156.pdf; Servives LGGIU_FL-NBV-PD_PSSImpBE_BEPPT_12NOV2024_v1.pdf; OD North Bay Village_Cloud+HW_CPQ-3660156+CPQ-3811563_24FEB25.pdf

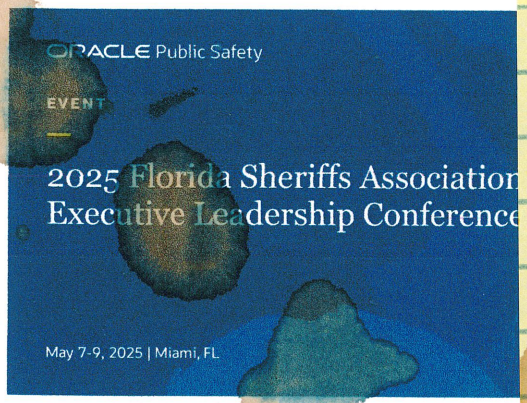
SaaS is 85,428 for years 1-3 (256,284 3 year total) → SAAS COST
SaaS $94,259 years 4-6
SaaS $109,116 years 7-9

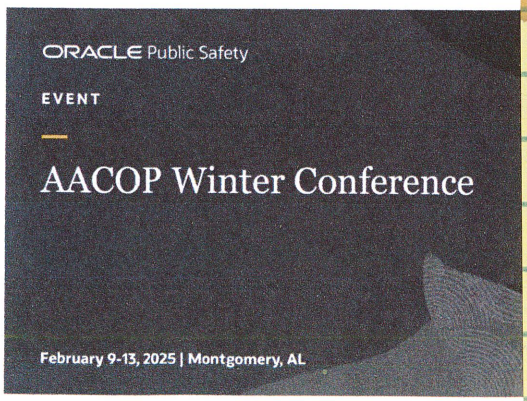
Services year 1 range $105 - $140 – Avg is $122K with approx. 10K Travel and fees → IMPLEMENTATION

Plus Lexis Nexis

- 1ST YEAR (ALL-IN) #220K.
- YEAR 2&3 = #90K.

Jonathan Appel
Application Sales Rep, Oracle Public Safety
Oracle Local Government
Mobile: 954-994-5042
Visit my personal webpage.
https://engage.oracle.com/61882b





CTS ANNUAL
APPROX: #38K.

ORACLE
1ST YEAR - #220 - #240.
2ND YEAR - #90K.
3RD YEAR - #90K.

ORIGINAL SUBMISSION

Manuel Casais

From: Albano, Steven (RIS-HBE) <Steven.Albano@lexisnexisrisk.com>
Sent: Wednesday, February 26, 2025 7:52 AM
To: Jonathan Appel; Manuel Casais
Subject: RE: [ALERT External Email] [External] : RE: LexisNexis Coplogic Solutions

Sorry for any confusion with the quote. The $20,670 is a onetime fee for the licenses and the services listed in the quote under the Description section. You will then pay $4,134 a year (including year one) for Maintenance and Support (see description section of quote under Maintenance and support section). The initial term is for 3 years so the maintenance fee is fixed for 3 years. After the initial term (3 years) the maintenance fee can adjust up to 3% a year. So year one total is $24,804 then years 2 and 3 is $4,134 a year for each of those years, after that it can adjust up to 3% increase a year starting year 4 and moving forward. Please let me know if this answers your question.

From: Jonathan Appel <jonathan.appel@oracle.com>
Sent: Tuesday, February 25, 2025 11:23 PM
To: Manuel Casais <mcasais@nbvillage.com>; Albano, Steven (RIS-HBE) <Steven.Albano@lexisnexisrisk.com>
Subject: Re: [ALERT External Email] [External] : RE: LexisNexis Coplogic Solutions

***** External email: use caution *****

Steve.... Can you please advise.

Get Outlook for iOS

From: Manuel Casais <mcasais@nbvillage.com>
Sent: Tuesday, February 25, 2025 7:40:15 PM
To: Jonathan Appel <jonathan.appel@oracle.com>; Albano, Steven (RIS-HBE) <Steven.Albano@lexisnexisrisk.com>
Subject: RE: [ALERT External Email] [External] : RE: LexisNexis Coplogic Solutions

Jon,

Understood, however I was referring to the $20,670.00, what is included in this one-time fee?
Will the Annual cost increase at point throughout the 9 years should we approve this option?

Kindly Advise,

Regards,

Manny

From: Jonathan Appel <jonathan.appel@oracle.com>
Sent: Tuesday, February 25, 2025 6:24 PM

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LexisNexis® eCitation Standard Features

LexisNexis® eCitation Service will provide the following standard features. If the agency requests any features, functions, forms, interfaces, or general customizations outside of these standard features, LexisNexis Coplogic Solutions Inc. (Provider) will work with the agency to document the requested customizations in a Change Request Document. LexisNexis reserves the right to charge additional fees for any customization outside of the standard features listed herein.

Reference Number	Features and Functionality
	Forms
1	Citation: One standard interface with non-configurable fields and non-configurable validations used to capture traffic citation data. One PDF citation form based on state standards. Agency name, agency location, agency contact information, and court information are the only configurable data fields on the PDF.
2	Parking: One standard interface with non-configurable fields and non-configurable validations used to capture parking citation data. One PDF parking form based on state standards. Agency name, agency location, agency contact information, and court information are the only configurable data fields on the PDF.
3	Tow: One standard interface with non-configurable fields and non-configurable validations used to capture tow report data. One PDF tow form. Agency name, agency location, and agency contact information are the only configurable data fields on the PDF.
4	Standard report actions: Citation - Create, view, Issue, print, delete/archive (in draft status only), Void, Send to Court. Parking - Create, view, Issue print, delete/archive (in draft status only), Void, Send to Court. Tow - Create, view, submit, print, delete/archive (in draft status only).
5	Ability to create preset citation templates using available pre-defined fields. These cannot be edited.
6	Ability to clone a citation using available pre-defined fields. These cannot be edited.
	Validation Rules
7	Realtime validation indicators appear in user interface and are based on state-defined business rules. These cannot be edited.
	Citation Workflow
8	Standard workflow for a citation: Create -> Save -> Issue -> Print -> Sent to Court.
	Interfaces
9	Electronic export of citation report data in the Coplogic standard XML or JSON format to one records management system of Agency's choice.
10	Electronic export of citation report data in the Coplogic standard XML or JSON format to one court system.

Reference Number	Features and Functionality
	Agency and User Administration
11	Ability to create and maintain an agency defined offense file and group violation offenses by category.
12	Ability for administrators to manage users, offenses, court dates, and citation numbers.
13	Ability to generate and populate a court date and time-based configurable logic parameters and preset blackout dates per form.
	Core Features – Cannot be Customized
14	Ability for a user to search for reports using standard search fields on the Find A Report page.
15	Support of system-generated, state-defined, or agency-defined citation number distribution and ability to manually add agency local case number.
16	Support for scanning driver's license and vehicle registration barcodes to prefill report fields. Subject to compatibility with the mobile devices and magnetic stripe readers specified on the Coplogic approved hardware device list. New state barcodes might need to be coded prior to working within the application.
17	Ability to attach, save, and review attachments to a citation (images, short video files, PDFs). Attachment limitations are: • 2MB per attachment, 10MB per citation, 100MB in aggregate • Of the following types: HEIC, TXT, DOC, DOCX, PDF, JPG, JPEG, PNG, BMP, MP3, MP4, ZIP, AVI, WMA, WAV
18	Night mode/dark theme support.
19	Offline mode allows reports to be written when loss of internet connectivity occurs.
20	Non-configurable tooltips to assist officer with data entry.
21	Location component comes with base ESRI map layer only and allows user to easily populate address, latitude, and longitude based on current location.
22	Integration with agency instance of Azure Active Directory, Ping Federated, and Okta to allow Agency users to authenticate into Ethos with their Agency email address.
23	Audit logging tracks user and system actions.
24	Standard analytics dashboards are provided at implementation but do not include personally identifiable information.
25	Roles and permissions are set up at implementation. Standard roles are officer, supervisor, and administrator.
26	Session inactivity timeout is set to 30 minutes.
27	Hardware compatibility is specified in the *LexisNexis® eCrash and LexisNexis® eCitation Compatible Hardware List*.

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LexisNexis® | Coplogic™ Solutions

LexisNexis® eCrash Standard Features

LexisNexis® eCrash Service will provide the following standard features. If the agency requests any features, functions, forms, interfaces, or general customizations outside of these standard features, LexisNexis Coplogic Solutions Inc. (Provider) will work with the Agency to document the requested customizations in a Change Request Document. LexisNexis Coplogic Solutions Inc. reserves the right to charge additional fees for any customization outside of the standard features listed herein .

Reference Number	Features and Functionality
	Forms
1	Crash: One standard interface with non-configurable fields and non-configurable validations used to capture crash report data. One PDF crash form based on state standards. Agency name, agency location, and agency contact information are the only configurable data fields on the PDF.
2	Tow: One standard interface with non-configurable fields and non-configurable validations used to capture tow report data. One PDF tow form. Agency name, agency location, and agency contact information are the only configurable data fields on the PDF.
3	Drivers Exchange: One standard interface with non-configurable fields and non-configurable validations used to capture crash report data. One PDF crash form based on state standards. Agency name, agency location, and agency contact information are the only configurable data fields on the PDF.
4	Standard report actions: Crash - Create, view, submit, print, delete/archive (in draft status only), supplement, approve, reject. Tow - Create, view, submit, print, delete/archive (in draft status only).
	Validation Rules
5	Realtime validation indicators appear in user interface and are based on state-defined business rules. These cannot be edited.
	Report Workflow
6	Review process for crash reports: Officer -> Supervisor -> Record Supervisor -> State Submission or Officer -> Supervisor -> State Submission.
	Interfaces
7	Electronic submission of crash report data to the state interface in the state-specified format.
8	Electronic submission of crash report data in the Coplogic standard XML or JSON format to one records management system of Agency's choice.
	Core Features – Cannot be Customized
9	Ability for a user to search for reports using standard search fields on the Find A Report page.

Reference Number	Features and Functionality
10	Ability for administrators to create, modify, remove review groups to support the agency crash report review process.
11	Support of system-generated or state-defined crash report number distribution and ability to manually add agency local report number.
12	Night mode/dark theme support.
13	Support for scanning driver's license and vehicle registration barcodes to prefill report fields. Subject to compatibility with the mobile devices and magnetic stripe readers specified on the Coplogic approved hardware device list. New state barcodes might need to be coded prior to working within the application.
14	Ability to attach, save, and review attachments to a crash report (images, short video files, PDFs). Attachment limitations are: - 2MB per attachment, 10MB per crash, 100MB in aggregate - Of the following types HEIC, TXT, DOC, DOCX, PDF, JPG, JPEG, PNG, BMP, MP3, MP4, ZIP, AVI, WMA, WAV
15	Offline mode allows reports to be written when loss of internet connectivity occurs.
16	Location component comes with base ESRI map layer only and allows user to easily populate address, latitude, and longitude based on current location.
17	Crash diagramming is supported through the integrated LexisNexis Crash Designer module.
18	Integration with agency instance of Azure Active Directory, Ping Federated, and Okta to allow agency users to authenticate into eCrash with their agency email address.
19	Audit logging tracks user and system actions.
20	Roles and permissions are set up at implementation. Standard roles are officer, supervisor, and administrator.
21	Session inactivity timeout is set to 30 minutes.
22	Standard analytics dashboards are provided at implementation. Dashboards do not include personally identifiable information.
23	Permission-based administrative tool provided to perform user- and agency-level administrative tasks.
24	Hardware and software compatibility is specified in the *LexisNexis® eCrash and LexisNexis® eCitation Compatible Hardware List*.
25	Non-configurable tooltips to assist officer with data entry.

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Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065

February 10, 2025

North Bay Village PD, FL
305-758-2626
1666 Kennedy Causeway Suite 300
North Bay Village, FL, 33141

ATTN: Lieutenant Manuel Casais
VIA EMAIL TO: mcasais@nbvillage.com

Dear Lieutenant Casais,

This letter is to confirm that the Oracle Public Safety Suite offerings specified in the attached Exhibit A (List of Oracle Public Safety Suite Offerings) below are manufactured, sold, and distributed exclusively by Oracle America, Inc. ("**Oracle**"), except as described below.

Except as described in the attached Exhibit A for the part denoted with an asterisk (*), (a) Oracle creates and is the sole source of the proprietary products and services that may be provided as part of Oracle Public Safety Suite; and (b) Oracle confirms that third parties cannot lawfully provide Oracle Public Safety Suite offerings.

For more detailed information about Oracle Public Safety Suite offerings, please review the Oracle Public Safety Service Descriptions available at https://www.oracle.com/contracts/cloud-services/[1].

Should you have any questions, please contact me at (858) 705-3858 or steve.seoane@oracle.com.

Regards,

Steve Seoane
SVP & GM, Oracle Local Government

[1] Please select "Industry – Local Government" for Product.

Exhibit A
List of Oracle Public Safety Suite Offerings[2]

- (*) B95766 - Oracle Public Safety Dispatch Command Center System - Workstation
- B95768 - Oracle Public Safety Personal Communication System - Phone
- B95885 - Oracle Public Safety Records Management System - Sworn Officer
- (*) B96459 - Oracle Public Safety Vehicle Communication System - Vehicle Outfitted
- B96542 - Oracle Public Safety Interface, AXON, Evidence.com - Interface
- B96562 - Oracle Public Safety Interface, ESRI Basemaps Location Service from ArcGIS Platform - Interface
- B96563 - Oracle Public Safety Interface, ESRI Geocoding and Routing Location Services from ArcGIS Platform up to 10 workstations total - Interface
- B96646 - Oracle Public Safety Interface, RapidSOS, LEI - Interface
- (*) B98174 - Oracle Public Safety Suite, NCIC powered by Datamaxx - Sworn Officer
- (*) B98175 - Oracle Public Safety Suite, NCIC powered by Datamaxx, Cloud Connector - Each
- B96667 - Oracle Public Safety Interface, LeadsOnline - Interface
- 7605786 - Oracle Public Safety Tablet 110 with 8 GB RAM, 256 GB storage, and 12.4-inch display, for Vehicle Communication System only
- 7605787 - Customer Spare: Oracle Public Safety Tablet 110 with 8 GB RAM, 256 GB storage, and 12.4-inch display
- 7607024 - Car seat rail mount for Oracle Public Safety tablets for 2020+ Ford Explorer Interceptor vehicles and other models, for Vehicle Communication System only
- 7607026 - Dock kit for Oracle Public Safety tablets with tablet casing, dock and cabling, for Vehicle Communication System only
  7607027 - Vehicle mount kit for Oracle Public Safety tablets, for Vehicle Communication System only

[2] (*) For parts B95766 and B96459, embedded third-party component(s), if any, may not be purchased separately from a third party for purposes of the service descriptions set forth in Oracle Public Safety Service Descriptions.
For parts B98174 and B98175, please see the applicable description set forth in Oracle Public Safety Service Descriptions for the third-party components.

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QUOTATION

Valid through **31-MAY-2025**

Name	North Bay Village	**Contact**	Manuel Casais
Address	1666 Kennedy Cswy Ste 700 North Bay Village FL 33141	**Phone Number**	+1 (305) 758-2626
		Email Address	mcasais@nbvillage.com

All fees on this Budgetary Quote are in **USD**

New Subscription

Services Period: 36 months						
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**List Fee**	**Unit Net Price**	**Net Fee**
B109338 - Oracle Public Safety Tablet Communication System - Tablet	US Government	10	36 mo	18,000.00	50.00	18,000.00
B108631 - Oracle Public Safety Learning Subscription - Hosted Named User	US Government	1	36 mo	0.00	0.00	0.00
B95766 - Oracle Public Safety Dispatch Command Center System - Workstation	US Government	2	36 mo	28,800.00	220.00	15,840.00
B95768 - Oracle Public Safety Personal Communication System - Phone	US Government	43	36 mo	30,960.00	11.00	17,028.00
B95885 - Oracle Public Safety Records Management System - Sworn Officer	US Government	40	36 mo	100,800.00	38.50	55,440.00
B96459 - Oracle Public Safety Vehicle Communication System - Vehicle Outfitted	US Government	30	36 mo	81,000.00	75.00	81,000.00
B96562 - Oracle Public Safety, GIS powered by ESRI, Basemaps Location Service from ArcGIS Platform - Interface	US Government	1	36 mo	19,800.00	550.00	19,800.00
B96563 - Oracle Public Safety, GIS powered by ESRI, Geocoding and Routing Location Services from	US Government	1	36 mo	11,520.00	320.00	11,520.00

Services Period: 36 months						
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**List Fee**	**Unit Net Price**	**Net Fee**
ArcGIS Platform up to 10 workstations total - Interface						
B96670 - Oracle Public Safety Interface, LexisNexis, Accurint, Analytics - Interface	US Government	1	36 mo	5,760.00	88.00	3,168.00
B96691 - Oracle Public Safety Interface, LexisNexis, Coplogic Ethos - Interface	US Government	1	36 mo	5,760.00	88.00	3,168.00
B97241 - Oracle Public Safety Interface, Motorola, Avigilon - Interface	US Government	1	36 mo	5,760.00	88.00	3,168.00
B97269 - Oracle Public Safety Interface, Kologik, Miami-Dade County, Arrest Forms - Interface	US Government	1	36 mo	5,760.00	88.00	3,168.00
B97273 - Oracle Public Safety Interface, iPaaS integration - Interface	US Government	1	36 mo	2,880.00	44.00	1,584.00
B98174 - Oracle Public Safety, NCIC powered by Datamaxx, (Up to Quantity) - Sworn Officer	US Government	100	36 mo	14,400.00	4.00	14,400.00
B98175 - Oracle Public Safety, NCIC powered by Datamaxx, Cloud Connector - Each	US Government	1	36 mo	9,000.00	250.00	9,000.00
			Subtotal	340,200.00		256,284.00

Fee Description	Net Fee
Cloud Services Fees	256,284.00
Net Fees	256,284.00
Total Fees	256,284.00

This pricing example is provided for evaluation purposes. This quote is intended to further our discussions, it is not eligible for acceptance by you and is not a part of a binding contract between us for the products and/or services specified. User minimums and licensing rules may apply to the products specified. If you would like to purchase the products and/or services specified in this draft quotation, please ask Oracle to issue you a formal Quote (which may include an Oracle agreement if you do not already have an agreement with Oracle) for your acceptance and execution and return to Oracle. Your order will be effective only upon Oracle's acceptance of the formal Quote (and the Oracle agreement, if required).

Estimated Subscription Start 24-Feb 2025

Estimated Annual SaaS Spend by Subscription Year

Year 1	85,428.00
Year 2	85,428.00
Year 3	85,428.00
Total	**256,284.00**

ORACLE — ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065

Your Name	North Bay Village	**Your Contact**	Manuel Casais
Your Location	1666 Kennedy Cswy Ste 700 North Bay Village FL 33141	**Phone Number**	(305) 758-2626
		Email Address	mcasais@nbvillage.com

Hardware Devices Ship to Address:

Name	North Bay Village	**Contact**	Manuel Casais
Ship to Address	1666 Kennedy Cswy Ste 700 North Bay Village FL 33141	**Phone Number**	(305) 758-2626
		Email Address	mcasais@nbvillage.com

New Subscription

CPQ-3660156

Services Period: 36 months

Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B109338 - Oracle Public Safety Tablet Communication System - Tablet	US Government	10	36 mo	50.00	18,000.00
B108631 - Oracle Public Safety Learning Subscription - Hosted Named User	US Government	1	36 mo	0.00	0.00
B95766 - Oracle Public Safety Dispatch Command Center System - Workstation	US Government	2	36 mo	220.00	15,840.00
B95768 - Oracle Public Safety Personal Communication System - Phone	US Government	43	36 mo	11.00	17,028.00
B95885 - Oracle Public Safety Records Management System - Sworn Officer	US Government	40	36 mo	38.50	55,440.00
B96459 - Oracle Public Safety Vehicle Communication System - Vehicle Outfitted	US Government	30	36 mo	75.00	81,000.00
B96562 - Oracle Public Safety, GIS powered by ESRI, Basemaps Location Service from ArcGIS Platform - Interface	US Government	1	36 mo	550.00	19,800.00
B96563 - Oracle Public Safety, GIS powered by ESRI, Geocoding and Routing Location Services from ArcGIS Platform up to 10 workstations total - Interface	US Government	1	36 mo	320.00	11,520.00
B96670 - Oracle Public Safety Interface, LexisNexis, Accurint, Analytics - Interface	US Government	1	36 mo	88.00	3,168.00
B96691 - Oracle Public Safety Interface, LexisNexis, Coplogic Ethos - Interface	US Government	1	36 mo	88.00	3,168.00
B97241 - Oracle Public Safety Interface, Motorola, Avigilon - Interface	US Government	1	36 mo	88.00	3,168.00
B97269 - Oracle Public Safety Interface, Kologik, Miami-Dade County, Arrest Forms - Interface	US Government	1	36 mo	88.00	3,168.00
B97273 - Oracle Public Safety Interface, iPaaS integration - Interface	US Government	1	36 mo	44.00	1,584.00
B98174 - Oracle Public Safety, NCIC powered by Datamaxx, (Up to Quantity) - Sworn Officer	US Government	100	36 mo	4.00	14,400.00
B98175 - Oracle Public Safety, NCIC powered by Datamaxx, Cloud Connector - Each	US Government	1	36 mo	250.00	9,000.00

Services Period: 36 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
			Subtotal		256,284.00

CPQ-3811563

Hardware and Hardware-Related Service Offerings					
Item	**Part Number**	**Hardware Description**	**Quantity**	**List Fee**	**Net Fee**
1.0	7605786	Oracle Public Safety Tablet 110 with 8 GB RAM, 256 GB storage, and 12.4-inch display, for Vehicle Communication System only	30	0.00	0.00
		Total Hardware and Hardware-Related Service Offerings Fees			0.00

Other Fees	Quantity	
Hardware Device Freight Fee	30	0.00
Shipping Method: HARDWARE - STANDARD	**Other Fees**	0.00

Fee Description	Net Fee
Cloud Services Fees	256,284.00
Hardware Device Fees	0.00
Other Fees	0.00
Total Fees	256,284.00

A. TERMS OF YOUR ORDER

1. Applicable Agreement

a. This order incorporates by reference the terms of the Public Sector Agreement for Oracle Cloud Services US-CSA-CPQ-3660156 by and between North Bay Village and Oracle America, Inc. ("**Oracle**"), and all amendments and addenda and supplemental terms thereto, including the CJIS STCs specified in section A.2 below, (the "Agreement"). The defined terms in the Agreement shall have the same meaning in this order unless otherwise specified herein.

2. Applicable Supplemental Terms

Criminal Justice Information Services Supplemental Terms and Conditions ("**CJIS STCs**") which are attached to the Service Specifications applicable to Cloud Services.

You acknowledge and agree that you have read and understand the CJIS STCs which are attached to the Services Specifications for the products and service being purchased hereunder and which may be accessed at: http://www.oracle.com/contracts.

3. Service Specifications

The Service Specifications applicable to the Services ordered may be accessed at http://www.oracle.com/contracts.

4. Payment Terms

Net 30 days from invoice date

5. Pricing, Invoicing, and Payment Options

a. In addition to the prices listed in the table(s) above section A, Oracle will invoice you for any applicable freight charges or applicable taxes, and you will be responsible for such charges and taxes notwithstanding any express or implied provision in the "Incoterms" referenced in the Order and Delivery Policies. The Order and Delivery Policies may be accessed at http://oracle.com/contracts.

b. You understand that you may receive multiple invoices for the products and/or services you ordered.

c. Invoices will be submitted to you pursuant to Oracle's Invoicing Standards Policy, which may be accessed at http://oracle.com/contracts.

6. Currency

US Dollars

7. Offer Valid through

31-MAY-2025

8. Territory

a. You have ordered Hardware Device and Cloud Services specified in the table(s) above section A for use in the United States.

b. The Hardware Device (including but not limited to Public Safety Suite Hardware Components) included on this ordering document shall be installed only in the United States.

9. Non-Appropriation

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

B. TERMS FOR CLOUD SERVICES

The following terms and conditions apply to the Cloud Services specified in the tables above section A.

1. Services Period

The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services.

2. Payment Frequency

- Cloud Services Payment Frequency: Quarterly in Arrears

3. No Auto-Renewal

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the Services acquired under this order will not Auto-Renew.

4. Optional Renewal Periods for Cloud Services

You shall have the option to renew the same services listed in the table above section A at the same usage limits for two (2) additional 36-month renewal period (each an "Option Renewal Period") at the following annual amounts:

Option Renewal Period 1: 3-year term at $282,777.36 at the following annualized amounts:

- Option Year 1 $94,259.12
- Option Year 2 $94,259.12
- Option Year 3 $94,259.12

Option Renewal Period 2: 3-year term at $327,350.14 at the following annualized amounts:
- Option Year 4 $109,116.71
- Option Year 5 $109,116.71
- Option Year 6 $109,116.71

Professional Services are not included in the Option Renewal Period.

The cloud services listed in the tables above section A may not be renewed at the Option Renewal Period pricing specified above if (i) Oracle is no longer making such cloud services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the cloud services specified in this ordering document.

C. TERMS FOR PUBLIC SAFETY SUITE HARDWARE COMPONENTS, HARDWARE DEVICES

You have ordered Hardware Device. The following terms and conditions apply to the Public Safety Suite Hardware Components, and Hardware Devices specified in the tables above section A.

1. Public Safety Suite Hardware Components and Hardware Device

a. The Public Safety Suite Hardware Components consist of the Cloud Services components included as part of the suite that are specified in the "Hardware Device" table above section A (the "**Public Safety Suite Hardware Components**").

b. You are solely responsible for exercising control and management of the location of each of the Hardware Device (including but not limited to Public Safety Suite Hardware Components). Oracle expressly disclaims any liability or responsibility for (i) the loss or misappropriation of Your Content that is stored on any Hardware Device, regardless of whether such Hardware Device is lost or otherwise misplaced; and (ii) the storage or disposal of the Hardware Device. You must take appropriate measures to securely store and sanitize the Hardware Device prior to releasing such Hardware Device from Your control. In addition, You must ensure the Hardware Devices are securely disposed of by authorized personnel in accordance with the Criminal Justice Information Services Security Policy guidelines, any applicable state laws, local E-waste regulations, state regulations, and guidelines for safe disposal of devices containing lithium batteries.

c. You acknowledge that to operate certain Hardware Devices (including but not limited to Public Safety Suite Hardware Components), the vehicle in which such components are installed must meet a minimum set of requirements as described in the applicable Hardware Device documentation. Such requirements may change from time to time, as communicated by Oracle in the applicable Hardware Device documentation.

2. Commencement Date

For the Hardware Devices (including but not limited to Public Safety Suite Hardware Components), the commencement date shall be the date the applicable Hardware Device is delivered.

3. Payment Frequency

Hardware Device Payment Frequency: One time in full, as of the commencement date

4. Delivery, Installation and Acceptance of Hardware Device

a. Oracle will deliver the Hardware Device (including but not limited to Public Safety Suite Hardware Components) to the ship to address specified above Section A; and acceptance of the Hardware Device (including but not limited to Public Safety Suite Hardware Components) *occurs on delivery*.

b. The Hardware Device You have ordered will be delivered: DDP; Freight prepaid and charged back via delivery method HARDWARE - STANDARD.

You are responsible for installation of the Hardware Device unless You purchase installation services from Oracle for that Hardware Device.

North Bay Village		Oracle America, Inc.	
Signature		Signature	
Name		Name	
Title		Title	
Signature Date		Signature Date	

BILL TO / SHIP TO INFORMATION

Bill To		**Ship To**	
Customer Name	North Bay Village	**Customer Name**	North Bay Village
Customer Address	1666 Kennedy Cswy Ste 700 North Bay Village FL 33141	**Customer Address**	1666 Kennedy Cswy Ste 700 North Bay Village FL 33141
Contact Name	Manuel Casais	**Contact Name**	Manuel Casais
Contact Phone	+1 (305) 758-2626	**Contact Phone**	+1 (305) 758-2626
Contact Email	mcasais@nbvillage.com	**Contact Email**	mcasais@nbvillage.com

ORACLE

Oracle Public Safety Suite: Professional Services Budgetary Estimate

North Bay Village

November 2024

Jonathan Appel

Oracle Local Government Global Industry Unit

Contents

1. Services Scope
2. Implementation Services Financial Estimate
3. Assumptions, Cooperation, and Exclusions
4. Disclaimers
5. Next Steps

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1. Services Scope



Assumed Services Scope

Applications & Hardware

- Dispatch Command Center System
- Personal Communication System
- Tablet Communication System
- Vehicle Communication System, to include tablet installation for up to thirty (30) vehicles/apparatuses
- Records Management System

Enabled Processes

- Dispatch & Command Center
- Smartphone field communications
- In-car dispatch, reporting-writing , search
- Report writing with National Incident-Based Reporting System (NIBRS) validation
- Property & Evidence tracking

Integrations*

- LexisNexis, Coplogic Ethos
- LexisNexis, Accurint, Analytics
- Motorola, Avigilon
- Kologic, Miami-Dade County, Arrest Forms
- Datamaxx, NCIC
- **iPaaS Integration**

Data Migration

- Load tables from: Computer Information Systems Computer Aided Dispatch and Records Management System and USA Software Records Management System
- Load legacy data into Oracle Cloud
- Load code tables into Migration Center for mapping
- Configure field mapping & data translations within Migration Center

User Enablement

- Up to three (3) person days of training delivered as mutually agreed
- Up to forty-eight (48) hours of Go-Live assistance, delivered by two (2) resources over three (3) consecutive business days

Post Go-Live Assistance

- Up to twenty (20) hours of post go-live assistance delivered remotely within thirty (30) calendar days immediately following Go Live
- Transition to Oracle Support

*Please reference your corresponding subscription Quotation for detail on the Oracle Public Safety Interfaces

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2. Implementation Services Financial Estimate



Implementation Services Financial Estimate

Oracle Local Government estimates that fees for services as described in this budgetary estimate, using a typical staffing mix, would require the following:

Indicative level of effort:	70 – 100 person days
Indicative level of fees:	$105,000 – $140,000*

This budgetary estimate* ***is not inclusive of travel expenses**, taxes and mobility costs if applicable. Based on a mix of on-site and remote services, an additional amount of approximately 20% of the total fees for services is generally estimated for travel expenses.*

Budgetary estimates can vary considerably. The estimate provided above is subject to revision based upon fluctuations in scope, timeframes, and resources.

This budgetary estimate assumes contracting on a Time & Materials basis.

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Public Safety

3. Assumptions, Cooperation, and Exclusions



Key Assumptions, Your Cooperation, and Exclusions

This budgetary estimate is based on the limited information provided by You. Sufficient discovery will be required in order to validate and refine this estimate. Many factors will affect the ultimate cost of the project, and while we have documented what we believe to be the most important ones, not all of our estimating assumptions, your responsibilities, exclusions are detailed below. Some unstated might have a significant impact on the required investment.

Key Assumptions	Your Cooperation	Exclusions
1. A person day is defined as one (1) resource working up to eight (8) hours. 2. The implementation methodology for this implementation will be Oracle's True Cloud Method ("TCM"). 3. All project documentation, presentations, and project communication will be in the U.S. English language. 4. Oracle staffing will be all onshore, will be shared with other projects, and will work remotely as much as possible with any onsite work being mutually agreed by all parties. 5. Normal working hours are 8:00 AM to 5:00 PM, in the time zone local to where Services are performed, Monday to Friday, excluding holidays. 6. Oracle Public Safety Suite ("OPSS") will be configured to make use of the base application capabilities as defined in the applicable Oracle product documentation. Oracle's attempt to address any gaps will be identified by proposing current system based or business process workarounds. 7. All interfaces will be performed utilizing configurations included within the cloud solution. 8. Data migrations will be managed through the Oracle Migration Center. 9. Product issues will be reported using the Oracle Service Cloud ("OSvC") portal and will be addressed in accordance with Oracle Support policies. 10. Issues with the OPSS environment will require a ticket to be created by You through the OSvC portal to allow the Oracle team to address it.		

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Key Assumptions, Your Cooperation, and Exclusions

This budgetary estimate is based on the limited information provided by You. Sufficient discovery will be required in order to validate and refine this estimate. Many factors will affect the ultimate cost of the project, and while we have documented what we believe to be the most important ones, not all of our estimating assumptions, your responsibilities, exclusions are detailed below. Some unstated might have a significant impact on the required investment.

Key Assumptions	Your Cooperation	Exclusions

1. Modify Your processes as necessary to align with the standard processes and standard functionality of OPSS.
2. Conduct all organizational change management activities including, but not limited to, corporate communications, business process changes, procedural or policy changes, and business user readiness training.
3. Prior to the commencement of Services, designate and identify a project sponsor and a project manager that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the OPSS. Responsibilities include but are not limited to:
    a. Provide user feedback during configuration and validation.
    b. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required.
    c. Provide on-going support to Your internal users following the implementation.
    d. Assign adequate resources from Your organization during the project to participate, support, and respond to Oracle project efforts on behalf of Your goals and interests.
    e. Facilitate the necessary distribution of documentation or correspondence within Your organization.
    f. Document issues, assign ownership within Your organization, and coordinate with the Oracle Project Manager to ensure tasks are completed within project timeline.
4. Ensure the Services will not be adversely impacted by other projects or initiatives underway at Your agencies/facilities. Oracle is not responsible for adverse impact to the Services arising from other concurrently scheduled projects or initiatives.
5. Identify the participants and schedule discovery and implementation planning sessions with Your project team members.
6. Enable administrator access for the Oracle project team to allow provisioning of Your OPSS instance prior to the commencement of Services.
7. Provide any necessary hardware and user credentials to support the performance of Services.
8. Administer all the hardware (networks, servers, storage, etc.) owned by You, software, middleware, and any other infrastructure required to perform the Services.
9. Be responsible for addressing and resolving functional and/or compatibility issues in Your environments that are not expressly included in the Services to be performed by Oracle.
10. Configure vehicle Global Position System ("GPS") signal to connect to the Oracle Cloud Infrastructure.

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Key Assumptions, Your Cooperation, and Exclusions

This budgetary estimate is based on the limited information provided by You. Sufficient discovery will be required in order to validate and refine this estimate. Many factors will affect the ultimate cost of the project, and while we have documented what we believe to be the most important ones, not all of our estimating assumptions, your responsibilities, exclusions are detailed below. Some unstated might have a significant impact on the required investment.

Key Assumptions	Your Cooperation	Exclusions

11. Configure network connectivity from Oracle Vehicle Communication System to Oracle Cloud Infrastructure in accordance with the project plan.
12. Ensure vehicles identified for Oracle Vehicle Communication System replacement are available to designated vehicle outfitter for installations of Oracle Vehicle Communication System in accordance with the project plan.
13. Provide Oracle with access to base-layer maps and all map layers, addresses, and points agreed upon.
14. Allow access to Your data as mutually agreed in the project plan.
15. You are responsible for all source and destination data validation.
16. You are responsible for completing all code mapping, data translations, and queries required for data migration.
17. Assist Oracle in resolving technical concerns regarding legacy data structure, linkages, and formatting.
18. Provide the necessary, appropriate, and clean data (ex: test data, Project Survey, configuration data) required by Oracle to assist with the performance of Services.
19. Make required change requests to Your state department for state switch connectivity.
20. Ensure that You are permitted to transmit CJI data to Oracle.
21. Engage with third party vendors required to interface with OPSS to facilitate the signing of the Oracle Confidentiality Disclosure Agreement (CDA) and the Oracle Interoperability Agreement (IOA) required to build Your interfaces.
22. You are responsible for the contractual relationships with agents and third parties that You engage to assist with the services, and You shall ensure that such agents and third parties provide full and timely cooperation to the Oracle project team.
23. You are responsible for planning, executing, and managing all aspects of end-to-end, training readiness, and final reviews, including preparing and executing test cases and plans, and reviewing test results.
24. You will not film or record any of Oracle's delivery of Services, Oracle resources, or any Oracle materials.
25. Ensure Your existing procedure and business process documentation is made available to Oracle prior to the configuration workshops.
26. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
27. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle.
28. You will accept all OPSS release updates.

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Key Assumptions, Your Cooperation, and Exclusions

This budgetary estimate is based on the limited information provided by You. Sufficient discovery will be required in order to validate and refine this estimate. Many factors will affect the ultimate cost of the project, and while we have documented what we believe to be the most important ones, not all of our estimating assumptions, your responsibilities, exclusions are detailed below. Some unstated might have a significant impact on the required investment.

Key Assumptions	Your Cooperation	Exclusions
1. Performance testing, tuning, or any management of performance. 2. Agency information technology, networking, and other hardware activities. 3. Integrations or data migrations beyond what is explicitly described in slide 4. 4. Code customizations to OPSS. 5. Data migration assistance scope beyond the activities described in slide 4. 6. User enablement scope beyond the activities described in slide 4. 7. Production support scope beyond the activities described in slide 4.		

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4. Disclaimers



This Budgetary Estimate is not a Proposal

We are very pleased to have this opportunity to provide input to your planning process.

Please understand however that this document is not an offer or contract to perform services. It is a budgetary estimate only, provided to help you understand the level of investment that might be needed for services like those you are considering.

Estimates provided in this budgetary estimate are based on preliminary estimate of effort to be performed by a typical mix of Oracle resources, are based on Oracle standard pricing currently in effect as of the date of this document, and assume standard Oracle contract terms and conditions. The estimates are based on Oracle's current understanding of the scope of services and complexity, the above assumptions and expected cooperation from You, and assumptions Oracle has made including how your company will share in the services to be performed.

Many factors may affect the total amount that you pay for the services. Fees typically increase as items are added to the scope, whereas controlling and limiting the scope can help contain fees.

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Confidentiality and Segmentation

The information contained in this budgetary estimate is Oracle proprietary and confidential information. You agree that the information in this budgetary estimate shall not be disclosed to any third party, and shall not be duplicated, used, or disclosed for any purpose other than to evaluate this budgetary estimate.

This budgetary estimate is not an offer and is intended for information purposes only which is separate from, and not related with, any Oracle product or services offer.

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5. Next Steps



Let's Get Started...

Thank you for the opportunity to present this budgetary estimate for your consideration. We would welcome the opportunity to work with you to define the scope of services required so that we can prepare a contract. To obtain an Oracle Consulting contract for services, we would be pleased to discuss your expectations and requirements, as well as options and strategies for controlling your investment costs.

Please contact Jonathan Appel at jonathan.appel@oracle.com



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Pinecrest Pd.

ORACLE

PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES

This Public Sector Agreement for Oracle Cloud Services (this "Agreement") is between Oracle America, Inc. ("Oracle," "we," "us," or "our") and the entity that has executed this Agreement as identified in the signature block below ("You" or "Your"). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement.

1. USE OF THE SERVICES

1.1. We will make the Oracle services listed in Your order (the "Services") available to You pursuant to this Agreement and Your order. Except as otherwise stated in this Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Agreement or Your order (the "Services Period"), solely for Your internal business operations. You may allow Your Users (as defined below) to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.

1.2. The Service Specifications describe and govern the Services. During the Services Period, we may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content (as defined below). Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3. You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe intellectual or other property rights; sell, manufacture, market and/or distribute any product or service in violation of applicable laws; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services, except as permitted in the Service Specifications; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, except as permitted in the Service Specifications, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that we have in this Agreement and Your order, we have the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

2. FEES AND PAYMENT

2.1. All fees payable are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Services You ordered, except for taxes based on our income. Fees for Services listed in an order are exclusive of taxes and expenses, unless expressly stated otherwise in Your order.

2.2. If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

2.3. You understand that You may receive multiple invoices for the Services. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, available at https://www.oracle.com/contracts/cloud-services.

3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1. You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement.

3.2. You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3. You have the authority to and do grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.4. Except as permitted by this Agreement or Your order, You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party.

4. NONDISCLOSURE

4.1. By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

4.2. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

4.3 Subject to applicable law, each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, we will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law.
4.4 The parties acknowledge and agree that You and this Agreement are subject to applicable freedom of information or open records laws. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

5. PROTECTION OF YOUR CONTENT

5.1. In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at https://www.oracle.com/contracts/cloud-services.

5.2. To the extent Your Content includes Personal Information (as that term is defined in the applicable data privacy policies and the Data Processing Agreement (as defined below)), Oracle will furthermore comply with the following:

a. the relevant Oracle privacy policies applicable to the Services, available at http://www.oracle.com/us/legal/privacy/overview/index.html; and

b. the applicable version of the Data Processing Agreement for Oracle Services (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (i) is available at https://www.oracle.com/contracts/cloud-services and is incorporated herein by reference, and (ii) will remain in force during the Services Period of Your order. In

the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

5.3. Without prejudice to Sections 5.1 and 5.2 above, You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Personal Information) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of this Agreement and/or Your order. To the extent You disclose or transmit Your Content to a third party, we are no longer responsible for the security or confidentiality of such content outside of Oracle's control.

5.4. Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any data that imposes specific data security, data protection, or regulatory obligations on Oracle in addition to or different from those specified in the Data Processing Agreement, Service Specifications or this Agreement. If Your Content includes any of the foregoing data (e.g., certain regulated health or payment card information), Oracle will process such data only pursuant to the terms of Your order, the Data Processing Agreement, Service Specifications and this Agreement. You are responsible for complying with Your specific regulatory, legal or data security obligations which may apply to such data. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security, data protection or regulatory requirements applicable to such data.

6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

6.1. Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. We warrant that during the Services Period we will perform the Services using commercially reasonable care and skill and in all material respects as described in the Service Specifications (the "Services Warranty"). If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

6.2. WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

6.3. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

7.1. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE ORACLE

PRODUCTS OR SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

8. INDEMNIFICATION

If a third party makes a claim against either You or Oracle ("Recipient," which may refer to You or us, depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or us ("Provider," which may refer to You or us depending on which party provided the Material) infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will, to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
b. gives the Provider sole control of the defense and any settlement negotiations to the extent permitted by law; and
c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

8.1. If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects our ability to meet obligations under the relevant order, then we may, upon 30 days' prior written notice, terminate the order and refund any unused, prepaid fees for the Services under the terminated order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, upon 30 days' prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

8.2. The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded (and the Recipient has been notified in writing of the new version), if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any material not furnished by the Provider. We will not indemnify You to the extent that an infringement claim is based on Third Party Content or any material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.3. This Section 8 provides the parties' exclusive remedy for any claims or damages under Section 8.1.

9. TERM AND TERMINATION

9.1. Unless this Agreement is terminated earlier, You may place orders governed by this Agreement for a period of five years from the date You accept this Agreement. Even if terminated, this Agreement will continue to govern any order for the duration of the Services Period of such order.

9.2. Services shall be provided for the Services Period defined in Your order. Notwithstanding anything to the contrary in the Service Specifications, the Services You order will not be automatically renewed.

9.3. We may suspend Your and/or Your Users' access to, or use of, the Services if we believe that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; (c) there is a violation of the Acceptable Use Policy; or (d) You provided false account or payment information or Your digital payment method is refused. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. For Services with the applicable operational capability, Oracle will

use reasonable efforts to limit any suspension only to the portion of the Services related to the issue causing suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this Section shall not excuse You from Your payment obligations.

9.4. If either of us breaches a material term of this Agreement or any order and fails to correct the breach within 30 days of written specification of the breach (provided in accordance with Section 16.1 below), then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any order, the order under which the breach occurred; or (b) in the case of breach of this Agreement, this Agreement and any orders that have been placed under this Agreement. If we terminate any orders as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the terminated order(s) plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement and/or Your order, You may not use those Services ordered.

9.5 You may terminate this Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. Termination of the Agreement will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Agreement were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Agreement.

9.6 At the end of the Services Period, we will make Your Content (as it existed at the end of the Services Period) available for retrieval by You during a retrieval period specified in the Service Specifications. Following the retrieval period, and except as may be required by law, we will delete any of Your Content that remains in the Services. Our data deletion practices are described in more detail in the Service Specifications.

9.7 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

10. THIRD PARTY CONTENT, SERVICES AND WEBSITES

10.1. The Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access, third parties' websites, platforms, content, products, services, and information ("Third Party Services"). Oracle does not control and is not responsible for Third Party Content or Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

10.2. Any Third Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. We disclaim all liabilities arising from or related to Third Party Content.

10.3. You acknowledge that: (a) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (b) features of the Services that interoperate with Third Party Services, such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We may need to update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. Any change to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

11. SERVICE MONITORING, ANALYSES AND ORACLE-PROVIDED SOFTWARE

11.1. We continuously monitor the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing

in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2. We may (a) compile statistical and other information related to the performance, operation and use of the Services, and (b) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (above clauses (a) and (b) are collectively referred to as "Service Analyses"). We retain all intellectual property rights in Service Analyses.

11.3. We may provide You with the ability to obtain certain Oracle-provided Software (as defined below) for use with the Services. Unless we specify that separate terms will apply to Oracle-provided Software, any Oracle-provided Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use, and allow Your Users to use, such Oracle-provided Software, subject to the terms of this Agreement and Your order, solely to facilitate Your authorized use of the Services. Your right to use any Oracle-provided Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Services associated with the Oracle-provided Software. Your right to use any part of the Oracle-provided Software that is licensed under the separate terms is not restricted in any way by this Agreement.

12. HARDWARE DEVICES

The terms in this Section 12 (Hardware Devices) only apply to an order which includes a Hardware Device.

12.1. Your order may include a Hardware Device (as defined below), which You may use with the applicable Services as described in the Service Specifications. The terms of this Agreement and Your order (including those terms that refer to Services) govern Hardware Devices, the Operating System and Integrated Software (both as defined below), unless expressly stated otherwise in this Section 12, or if the terms by their nature would be inapplicable to Hardware Devices.

12.2. We provide a limited warranty for Hardware Devices as described in the Oracle Hardware Warranty available at http://www.oracle.com/contracts/hardware. Any changes to the Oracle Hardware Warranty will not apply to Hardware Devices ordered prior to such change.

12.3. We provide technical support services for Hardware Devices as described in the Service Specifications and/or Oracle's Hardware and Systems Support Policies in effect at the time the technical support services are provided (available at http://www.oracle.com/contracts/hardware), as applicable.

12.4. With respect to our indemnification for Hardware Devices under Section 8, notwithstanding the provisions of Section 8.2, if we believe or it is determined that the Hardware Device (or portion thereof) may have violated a third party's intellectual property rights, we may choose to either replace or modify the Hardware Device (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, we may remove the applicable Hardware Device (or portion thereof) and refund the net book value for the Hardware Device.

12.5. "Hardware Device" is defined as hardware that meets both of the following requirements: (a) the hardware is managed by or used as part of the Services, and (b) the hardware is designated as a Hardware Device by Oracle. Title to Hardware Devices will transfer to You upon delivery to You unless otherwise specified in Your order.

12.6. "Operating System" refers to the software that manages the Hardware Device. You have the right to use the Operating System delivered with the Hardware Device (and any updates acquired through our technical support services) only as incorporated in, and as part of, the Hardware Device and subject to the terms of the license agreement(s) delivered with or on the Hardware Device. Current versions of the license agreements are located in the documentation for the Hardware Device.

12.7. "Integrated Software" refers to any software or programmable code that is embedded or integrated in a Hardware Device and enables the functionality of the Hardware Device. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, development tools, or system management software or other code that is separately licensed by us or a third party. You have the limited, non-exclusive right to use Integrated Software

delivered with a Hardware Device (and any updates acquired through our technical support services) only as incorporated in, and as part of, the Hardware Device and subject to any terms delivered with or on the Hardware Device and/or in the applicable documentation.

12.8. We or our licensors retain all ownership and intellectual property rights in and to the Operating System and Integrated Software. The Hardware Device may contain or require the use of third party technology that is provided with or pre-installed on the Hardware Device. Third party technology is licensed under terms which we may provide to You (i) with or on the Hardware Device, (ii) in the applicable product documentation, (iii) in the readme files, or (iv) in the notice files. Your right to use this third party technology under separate license terms are not restricted in any way by this Agreement. We do not warrant or provide any technical support services for this third party technology.

12.9. The Operating System or Integrated Software may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; Your rights to use the Operating System and Integrated Software under such terms are not restricted in any way by this Agreement. The appropriate terms associated with these separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System and Integrated Software. For software (i) that is part of the Operating System or Integrated Software and (ii) that You receive from us in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from https://oss.oracle.com/sources/ or http://www.oracle.com/goto/opensourcecode. If the source code for the software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

13. EXPORT

13.1. Export control and economic sanctions laws and regulations ("export laws") of the United States and any other relevant local export laws apply to the Oracle Products and Services ordered under this Agreement. Such export laws govern use of the Oracle Products and Services (including technical data) and any Oracle products or services deliverables provided under this Agreement, and You and we each agree to comply with all such export laws (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from the Oracle products or services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

13.2. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

14. FORCE MAJEURE

Neither You nor we shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including, without limitation, an embargo, economic sanction or the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both You and we will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of You or we may cancel unperformed Services and affected orders upon written agreement. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

15. UCITA

The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

16. NOTICE

16.1. Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with us or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

16.2. We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You (a) by electronic mail to Your e-mail address on record in our account information or (b) by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

16.3. You may register to receive notice of updates to the Oracle Cloud Hosting and Delivery Policies and the Data Processing Agreement (and certain other Service Specifications made available by Oracle) at http://www.oracle.com/contracts/cloud-services.

17. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services or any interest in the Services to another individual or entity.

18. OTHER

18.1. We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

18.2. Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Even if recommended by us, we are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts or omissions of any business partner or third party, unless the business partner or third party is providing Services as our subcontractor or is otherwise engaged by Oracle in connection with performance of its obligations under this Agreement, and, if so, then only to the same extent as we would be responsible for our resources under this Agreement.

18.3. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

18.4. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

18.5. Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

19. ENTIRE AGREEMENT

19.1. You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Oracle Products and Services ordered by You and supersedes all prior or contemporaneous agreements, proposals, negotiations, demonstrations or representations, written or oral, regarding such Oracle Products and Services.

19.2. It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document, and no terms included in

any such purchase order, portal, or other non-Oracle document shall apply to Your order. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by this Agreement.

20. AGREEMENT DEFINITIONS

20.1. "**Oracle-provided Software**" means any software agent, application or tool that Oracle makes available to You specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

20.2. "**Program Documentation**" refers to the user manuals, help windows, readme files for the Services and any Oracle-provided Software. You may access the documentation online at http://oracle.com/contracts or such other address specified by Oracle.

20.3. "**Service Specifications**" means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Oracle Corporate Security Practices; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired under Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle-provided Software: the Oracle Cloud Hosting and Delivery Policies.

20.4. "**Third Party Content**" means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

20.5. "**Users**" means, for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.

20.6. "**Your Content**" means all software, data (including Personal Information), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under this Agreement, Oracle-provided Software, other Oracle Products and Services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content." Your Content includes any Third Party Content that is brought by You into the Services by Your use of the Services or any Oracle-provided tools.

21. CLOUD SERVICES AGREEMENT EFFECTIVE DATE

The Effective Date of this Cloud Services Agreement is 22-NOV-2024. (DATE TO BE COMPLETED BY ORACLE)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. THE SIGNATURE BLOCK FOR THIS AGREEMENT FOLLOWS IMMEDIATELY ON THE NEXT PAGE.

The Village of Pinecrest

Authorized Signature: _____

Name: JASON COHEN

Title: CHIEF OF POLICE

Signature Date: _____

Oracle America, Inc.

DocuSigned by:

Authorized Signature: Rachel Heavin
A63BB5A52AFF4BA...

Name: Rachel Heavin

Title: Contract Specialist III, Customer Deal Desk

Signature Date: 22-Nov-2024 | 11:36 AM PST

Agreement No.: **US-CSA-CPQ-3423374** *[to be completed by Oracle]*

ORACLE

AMENDMENT ONE

Agreement Information

This Amendment One (this "Amendment") amends the Oracle Cloud Services Agreement US-CSA-CPQ-3423374, dated 22-NOV-2024, and all amendments and addenda thereto (the "Agreement") between You and Oracle America, Inc. ("Oracle")

The parties agree to amend the Agreement as follows:

1. **NONDISCLOSURE:**

   Add the following after the section title 4. NONDISCLOSURE:

   "Subject to Chapter 119, Florida Statutes, the parties agree as follows:"

2. **LIMITATION OF LIABILITY**

   In section 7.2, delete "TWELVE (12) MONTHS" and replace with "THIRTY-SIX (36) MONTHS".

3. **TERM AND TERMINATION**

   In section 9.4, delete the following at the end of the second sentence:

   ", as well as all sums remaining unpaid for the terminated order(s) plus related taxes and expenses."

4. **SOVEREIGN IMMUNITY**

   Add the following as a new section 22. SOVEREIGN IMMUNITY:

   "Nothing in this Agreement shall be deemed or considered a waiver of any immunity to which the Village is entitled by law under Section 768.28, Florida Statutes.

   Notwithstanding the foregoing, You and Oracle agree to submit to the jurisdiction of and venue in the U.S. federal courts in the Southern District of the State of Florida for any dispute where subject matter jurisdiction lies exclusively within federal courts.

5. **Addendum A**

   Add the attached **Addendum A (Pinecrest and Florida Terms and Conditions)** to the Agreement.

This Amendment is valid for signature through 30-NOV-2024. If this Amendment is not signed by both parties on or before that date, this Amendment will be null and void and of no legal effect even if executed by both parties.

Subject to the modifications herein, the Agreement shall remain in full force and effect.

The Effective Date of this Amendment is 22-NOV-2024 (to be completed by Oracle).

The Village of Pinecrest		Oracle America, Inc.	
Signature		Signature	
Name	JASON COHEN	Name	Steven Seare
Title	CHIEF OF POLICE	Title	SVP and GM
Signature Date	11/22/24	Signature Date	11/25/24

Addendum A
Pinecrest and Florida Terms and Conditions

1. **Public Records.**

1. Public Records Law

A. It is the Village's position that the statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that the Contractor/Service Provider has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the Contractor/Service Provider is acting on behalf of the Village as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the Contractor/Service Provider. The Village by contracting with Oracle to provide certain Services does not intend for, or request Oracle to act on the Village's behalf, or for Oracle to otherwise meet the definitions of "Contractor" or "Agency" for the purposes of Florida Statutes Chapter 119. If however it is judicially determined that Oracle is "acting on behalf of" the Village pursuant to such statute in its capacity as a provider of information technology Services under this Agreement, the Parties will immediately commence an evaluation of the feasibility of continued performance under the applicable orders. As stated below, the Contractor/Service Provider may contact the Village's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Contractor/Service Provider is advised to seek independent legal counsel as to its legal obligations. The Village cannot provide the Contractor/Service Provider advice regarding its legal rights or obligations. Subject to the above, Oracle will comply with those applicable public records laws:

1. Oracle America, Inc. ("Oracle" or "Contractor") must keep and maintain public records required by the public agency to perform the service.

2. Upon request from the Village of Pinecrest's ("Village") custodian of public records, Oracle must 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.

3. Oracle must 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.

4. Upon completion of the contract, Oracle must 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.

B. **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: Priscilla Torres, Village Clerk, 12645 Pinecrest Parkway, Pinecrest, FL 33156, (305) 234-2121, ptorres@pinecrest-fl.gov.**

2. State Required Terms:

Addendum A
Pinecrest and Florida Terms and Conditions

A. **Public Entity Crimes.** Contractor acknowledges Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference.

B. **Scrutinized Companies.** Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification, or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Contractor certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, 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, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. **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.

D. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

E. Prohibition on Contracting with Entities of Foreign Concern. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

Addendum A
Pinecrest and Florida Terms and Conditions

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: Andrew Lischynski

Witness #2 Print Name: Niel Liberty

Signed, sealed and delivered by:

The below signatory is an authorized representative of Oracle America, Inc. and is signing this form on behalf of Oracle America, Inc. and not in his or her individual capacity.

Print Name: Steven Seaone

Title: SVP and GM

Entity Name: Oracle America, Inc.

ACKNOWLEDGMENT

State of ~~Florida~~ Arizona

County of Maricopa

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th day of November, 2024, by Steven Seaone (name of person) as SVP (type of authority) for Oracle (name of party on behalf of whom instrument is executed).

KAYLA AN MCNAMARA
Notary Public - Arizona
Maricopa County
Commission # 643043
My Comm. Expires Feb 27, 2027

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

_____ Personally known to me; or
X Produced identification (Type of Identification: AZ Driver's License)
_____ Did take an oath; or
_____ Did not take an oath

Addendum A
Pinecrest and Florida Terms and Conditions

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of Oracle, a nongovernmental entity.
3. Oracle does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Witness #1 Print Name: Andrew Lischynski

Witness #2 Print Name: Nell Liberty

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:
The below signatory is an authorized representative of Oracle America, Inc. and is signing this form on behalf of Oracle America, Inc. and not in his or her individual capacity.

Print Name: Steven Seoane

Title: SVP and GM

Entity Name: Oracle America, Inc.

OATH OR AFFIRMATION

State of ~~Florida~~ Arizona
County of Maricopa

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 25th day of November, 2024, by Steven Seoane (name of person) as SVP (type of authority) for Oracle (name of party on behalf of whom instrument is executed).

KAYLA AN MCNAMARA
Notary Public - Arizona
Maricopa County
Commission # 643043
My Comm. Expires Feb 27, 2027

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

_____ Personally known to me; or
X Produced identification (Type of Identification: AZ Drivers License)
_____ Did take an oath; or
_____ Did not take an oath

Addendum A
Pinecrest and Florida Terms and Conditions

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern, (b) the government of a foreign country of concern has a controlling interest in the entity, or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. Oracle ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Witness #1 Print Name: Andrew Lischynski

Witness #2 Print Name: Nikki Liberty

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:
The below signatory is an authorized representative of Oracle America, Inc. and is signing this form on behalf of Oracle America, Inc. and not in his or her individual capacity.

Print Name: Steven Seoane

Title: SVP and GM

Entity Name: Oracle America, Inc.

OATH OR AFFIRMATION

State of ~~Florida~~ Arizona
County of Maricopa

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 25th day of November, 2024, by Steven Seoane (name of person) as SVP (type of authority) for Oracle (name of party on behalf of whom instrument is executed).

KAYLA AN MCNAMARA
Notary Public - Arizona
Maricopa County
Commission # 643043
My Comm. Expires Feb 27, 2027

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

_____ Personally known to me; or
X Produced identification (Type of Identification: Az Driver's License)
_____ Did take an oath; or
_____ Did not take an oath

ORACLE

PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES

This Public Sector Agreement for Oracle Cloud Services (this "Agreement") is between Oracle America, Inc. ("Oracle," "we," "us," or "our") and the entity that has executed this Agreement as identified in the signature block below ("You" or "Your"). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement.

1. USE OF THE SERVICES

1.1. We will make the Oracle services listed in Your order (the "Services") available to You pursuant to this Agreement and Your order. Except as otherwise stated in this Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Agreement or Your order (the "Services Period"), solely for Your internal business operations. You may allow Your Users (as defined below) to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.

1.2. The Service Specifications describe and govern the Services. During the Services Period, we may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content (as defined below). Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3. You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe intellectual or other property rights; sell, manufacture, market and/or distribute any product or service in violation of applicable laws; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services, except as permitted in the Service Specifications; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, except as permitted in the Service Specifications, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that we have in this Agreement and Your order, we have the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

2. FEES AND PAYMENT

2.1. All fees payable are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Services You ordered, except for taxes based on our income. Fees for Services listed in an order are exclusive of taxes and expenses, unless expressly stated otherwise in Your order.

2.2. If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

2.3. You understand that You may receive multiple invoices for the Services. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, available at https://www.oracle.com/contracts/cloud-services.

3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1. You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement.

3.2. You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3. You have the authority to and do grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.4. Except as permitted by this Agreement or Your order, You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party.

4. NONDISCLOSURE

4.1. By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

4.2. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

4.3 Subject to applicable law, each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, we will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law.

4.4 The parties acknowledge and agree that You and this Agreement are subject to applicable freedom of information or open records laws. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

5. PROTECTION OF YOUR CONTENT

5.1. In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at https://www.oracle.com/contracts/cloud-services.

5.2. To the extent Your Content includes Personal Information (as that term is defined in the applicable data privacy policies and the Data Processing Agreement (as defined below)), Oracle will furthermore comply with the following:

a. the relevant Oracle privacy policies applicable to the Services, available at http://www.oracle.com/us/legal/privacy/overview/index.html; and

b. the applicable version of the Data Processing Agreement for Oracle Services (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (i) is available at https://www.oracle.com/contracts/cloud-services and is incorporated herein by reference, and (ii) will remain in force during the Services Period of Your order. In

the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

5.3. Without prejudice to Sections 5.1 and 5.2 above, You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Personal Information) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of this Agreement and/or Your order. To the extent You disclose or transmit Your Content to a third party, we are no longer responsible for the security or confidentiality of such content outside of Oracle's control.

5.4. Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any data that imposes specific data security, data protection, or regulatory obligations on Oracle in addition to or different from those specified in the Data Processing Agreement, Service Specifications or this Agreement. If Your Content includes any of the foregoing data (e.g., certain regulated health or payment card information), Oracle will process such data only pursuant to the terms of Your order, the Data Processing Agreement, Service Specifications and this Agreement. You are responsible for complying with Your specific regulatory, legal or data security obligations which may apply to such data. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security, data protection or regulatory requirements applicable to such data.

6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

6.1. Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. We warrant that during the Services Period we will perform the Services using commercially reasonable care and skill and in all material respects as described in the Service Specifications (the "Services Warranty"). If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

6.2. WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

6.3. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

7.1. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE ORACLE

PRODUCTS OR SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

8. INDEMNIFICATION

If a third party makes a claim against either You or Oracle ("Recipient," which may refer to You or us, depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or us ("Provider," which may refer to You or us depending on which party provided the Material) infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will, to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
b. gives the Provider sole control of the defense and any settlement negotiations to the extent permitted by law; and
c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

8.1. If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects our ability to meet obligations under the relevant order, then we may, upon 30 days' prior written notice, terminate the order and refund any unused, prepaid fees for the Services under the terminated order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, upon 30 days' prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

8.2. The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded (and the Recipient has been notified in writing of the new version), if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any material not furnished by the Provider. We will not indemnify You to the extent that an infringement claim is based on Third Party Content or any material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.3. This Section 8 provides the parties' exclusive remedy for any claims or damages under Section 8.1.

9. TERM AND TERMINATION

9.1. Unless this Agreement is terminated earlier, You may place orders governed by this Agreement for a period of five years from the date You accept this Agreement. Even if terminated, this Agreement will continue to govern any order for the duration of the Services Period of such order.

9.2. Services shall be provided for the Services Period defined in Your order. Notwithstanding anything to the contrary in the Service Specifications, the Services You order will not be automatically renewed.

9.3. We may suspend Your and/or Your Users' access to, or use of, the Services if we believe that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; (c) there is a violation of the Acceptable Use Policy; or (d) You provided false account or payment information or Your digital payment method is refused. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. For Services with the applicable operational capability, Oracle will

use reasonable efforts to limit any suspension only to the portion of the Services related to the issue causing suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this Section shall not excuse You from Your payment obligations.

9.4. If either of us breaches a material term of this Agreement or any order and fails to correct the breach within 30 days of written specification of the breach (provided in accordance with Section 16.1 below), then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any order, the order under which the breach occurred; or (b) in the case of breach of this Agreement, this Agreement and any orders that have been placed under this Agreement. If we terminate any orders as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the terminated order(s) plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement and/or Your order, You may not use those Services ordered.

9.5 You may terminate this Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. Termination of the Agreement will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Agreement were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Agreement.

9.6 At the end of the Services Period, we will make Your Content (as it existed at the end of the Services Period) available for retrieval by You during a retrieval period specified in the Service Specifications. Following the retrieval period, and except as may be required by law, we will delete any of Your Content that remains in the Services. Our data deletion practices are described in more detail in the Service Specifications.

9.7 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

10. THIRD PARTY CONTENT, SERVICES AND WEBSITES

10.1. The Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access, third parties' websites, platforms, content, products, services, and information ("Third Party Services"). Oracle does not control and is not responsible for Third Party Content or Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

10.2. Any Third Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. We disclaim all liabilities arising from or related to Third Party Content.

10.3. You acknowledge that: (a) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (b) features of the Services that interoperate with Third Party Services, such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We may need to update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. Any change to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

11. SERVICE MONITORING, ANALYSES AND ORACLE-PROVIDED SOFTWARE

11.1. We continuously monitor the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing

in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2. We may (a) compile statistical and other information related to the performance, operation and use of the Services, and (b) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (above clauses (a) and (b) are collectively referred to as "Service Analyses"). We retain all intellectual property rights in Service Analyses.

11.3. We may provide You with the ability to obtain certain Oracle-provided Software (as defined below) for use with the Services. Unless we specify that separate terms will apply to Oracle-provided Software, any Oracle-provided Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use, and allow Your Users to use, such Oracle-provided Software, subject to the terms of this Agreement and Your order, solely to facilitate Your authorized use of the Services. Your right to use any Oracle-provided Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Services associated with the Oracle-provided Software. Your right to use any part of the Oracle-provided Software that is licensed under the separate terms is not restricted in any way by this Agreement.

12. HARDWARE DEVICES

The terms in this Section 12 (Hardware Devices) only apply to an order which includes a Hardware Device.

12.1. Your order may include a Hardware Device (as defined below), which You may use with the applicable Services as described in the Service Specifications. The terms of this Agreement and Your order (including those terms that refer to Services) govern Hardware Devices, the Operating System and Integrated Software (both as defined below), unless expressly stated otherwise in this Section 12, or if the terms by their nature would be inapplicable to Hardware Devices.

12.2. We provide a limited warranty for Hardware Devices as described in the Oracle Hardware Warranty available at http://www.oracle.com/contracts/hardware. Any changes to the Oracle Hardware Warranty will not apply to Hardware Devices ordered prior to such change.

12.3. We provide technical support services for Hardware Devices as described in the Service Specifications and/or Oracle's Hardware and Systems Support Policies in effect at the time the technical support services are provided (available at http://www.oracle.com/contracts/hardware), as applicable.

12.4. With respect to our indemnification for Hardware Devices under Section 8, notwithstanding the provisions of Section 8.2, if we believe or it is determined that the Hardware Device (or portion thereof) may have violated a third party's intellectual property rights, we may choose to either replace or modify the Hardware Device (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, we may remove the applicable Hardware Device (or portion thereof) and refund the net book value for the Hardware Device.

12.5. "Hardware Device" is defined as hardware that meets both of the following requirements: (a) the hardware is managed by or used as part of the Services, and (b) the hardware is designated as a Hardware Device by Oracle. Title to Hardware Devices will transfer to You upon delivery to You unless otherwise specified in Your order.

12.6. "Operating System" refers to the software that manages the Hardware Device. You have the right to use the Operating System delivered with the Hardware Device (and any updates acquired through our technical support services) only as incorporated in, and as part of, the Hardware Device and subject to the terms of the license agreement(s) delivered with or on the Hardware Device. Current versions of the license agreements are located in the documentation for the Hardware Device.

12.7. "Integrated Software" refers to any software or programmable code that is embedded or integrated in a Hardware Device and enables the functionality of the Hardware Device. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, development tools, or system management software or other code that is separately licensed by us or a third party. You have the limited, non-exclusive right to use Integrated Software

delivered with a Hardware Device (and any updates acquired through our technical support services) only as incorporated in, and as part of, the Hardware Device and subject to any terms delivered with or on the Hardware Device and/or in the applicable documentation.

12.8. We or our licensors retain all ownership and intellectual property rights in and to the Operating System and Integrated Software. The Hardware Device may contain or require the use of third party technology that is provided with or pre-installed on the Hardware Device. Third party technology is licensed under terms which we may provide to You (i) with or on the Hardware Device, (ii) in the applicable product documentation, (iii) in the readme files, or (iv) in the notice files. Your right to use this third party technology under separate license terms are not restricted in any way by this Agreement. We do not warrant or provide any technical support services for this third party technology.

12.9. The Operating System or Integrated Software may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; Your rights to use the Operating System and Integrated Software under such terms are not restricted in any way by this Agreement. The appropriate terms associated with these separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System and Integrated Software. For software (i) that is part of the Operating System or Integrated Software and (ii) that You receive from us in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from https://oss.oracle.com/sources/ or http://www.oracle.com/goto/opensourcecode. If the source code for the software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

13. EXPORT

13.1. Export control and economic sanctions laws and regulations ("export laws") of the United States and any other relevant local export laws apply to the Oracle Products and Services ordered under this Agreement. Such export laws govern use of the Oracle Products and Services (including technical data) and any Oracle products or services deliverables provided under this Agreement, and You and we each agree to comply with all such export laws (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from the Oracle products or services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

13.2. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

14. FORCE MAJEURE

Neither You nor we shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including, without limitation, an embargo, economic sanction or the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both You and we will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of You or we may cancel unperformed Services and affected orders upon written agreement. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

15. UCITA

The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

16. NOTICE

16.1. Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with us or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

16.2. We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You (a) by electronic mail to Your e-mail address on record in our account information or (b) by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

16.3. You may register to receive notice of updates to the Oracle Cloud Hosting and Delivery Policies and the Data Processing Agreement (and certain other Service Specifications made available by Oracle) at http://www.oracle.com/contracts/cloud-services.

17. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services or any interest in the Services to another individual or entity.

18. OTHER

18.1. We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

18.2. Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Even if recommended by us, we are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts or omissions of any business partner or third party, unless the business partner or third party is providing Services as our subcontractor or is otherwise engaged by Oracle in connection with performance of its obligations under this Agreement, and, if so, then only to the same extent as we would be responsible for our resources under this Agreement.

18.3. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

18.4. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

18.5. Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

19. ENTIRE AGREEMENT

19.1. You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Oracle Products and Services ordered by You and supersedes all prior or contemporaneous agreements, proposals, negotiations, demonstrations or representations, written or oral, regarding such Oracle Products and Services.

19.2. It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document, and no terms included in

any such purchase order, portal, or other non-Oracle document shall apply to Your order. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by this Agreement.

20. AGREEMENT DEFINITIONS

20.1. "**Oracle-provided Software**" means any software agent, application or tool that Oracle makes available to You specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

20.2. "**Program Documentation**" refers to the user manuals, help windows, readme files for the Services and any Oracle-provided Software. You may access the documentation online at http://oracle.com/contracts or such other address specified by Oracle.

20.3. "**Service Specifications**" means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Oracle Corporate Security Practices; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired under Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle-provided Software: the Oracle Cloud Hosting and Delivery Policies.

20.4. "**Third Party Content**" means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

20.5. "**Users**" means, for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.

20.6. "**Your Content**" means all software, data (including Personal Information), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under this Agreement, Oracle-provided Software, other Oracle Products and Services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content." Your Content includes any Third Party Content that is brought by You into the Services by Your use of the Services or any Oracle-provided tools.

21. CLOUD SERVICES AGREEMENT EFFECTIVE DATE

The Effective Date of this Cloud Services Agreement is 20-AUG-2025. (DATE TO BE COMPLETED BY ORACLE)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. THE SIGNATURE BLOCK FOR THIS AGREEMENT FOLLOWS IMMEDIATELY ON THE NEXT PAGE.

North Bay Village

Authorized Signature: _____

Oracle America, Inc.

Authorized Signature: Signed by: Jae Lee 10944FD349EE477...

Name: FRANK ROLLASON

Title: VILLAGE MANAGER

Signature Date: 8/13/25

Name: Jae Lee

Title: Contract Specialist

Signature Date: 20-Aug-2025 | 1:56 PM PDT

Agreement No.: US-CSA-CPQ-3660156

ORACLE AMENDMENT ONE

Agreement Information

This Amendment One (this "Amendment") amends the Oracle Cloud Services Agreement US-CSA-CPQ-3660156, dated __20-AUG-2025_____, and all amendments and addenda thereto (the "Agreement") between You and Oracle America, Inc. ("Oracle").

The parties agree to amend the Agreement as follows:

1. **NONDISCLOSURE:**

   Add the following after the section title 4. NONDISCLOSURE:

   "Subject to Chapter 119, Florida Statutes, the parties agree as follows:"

2. **LIMITATION OF LIABILITY**

   In section 7.2, delete "TWELVE (12) MONTHS" and replace with "THIRTY-SIX (36) MONTHS".

3. **SOVEREIGN IMMUNITY**

   Add the following as a new section 22. SOVEREIGN IMMUNITY:

   "Nothing in this Agreement shall be deemed or considered a waiver of any immunity to which the Village is entitled by law under Section 768.28, Florida Statutes.

   Notwithstanding the foregoing, You and Oracle agree to submit to the jurisdiction of and venue in the U.S. federal courts in the Southern District of the State of Florida for any dispute where subject matter jurisdiction lies exclusively within federal courts.

4. **Addendum A**

   Add the attached **Addendum A (North Bay Village and Florida Terms and Conditions)** to the Agreement.

This Amendment is valid for signature through 31-AUG-2025. If this Amendment is not signed by both parties on or before that date, this Amendment will be null and void and of no legal effect even if executed by both parties.

Subject to the modifications herein, the Agreement shall remain in full force and effect.

The Effective Date of this Amendment is _____20-AUG-2025_____(to be completed by Oracle).

North Bay Village		Oracle America, Inc.	
Signature		Signature	
Name	FRANK ROLLASON	Name	Marie H. Gordon
Title	VILLAGE MANAGER	Title	VP Operations
Signature Date	8/13/25	Signature Date	8/20/25

Addendum A
North Bay Village and Florida Terms and Conditions

1. **Public Records.**

1. Public Records Law

A. It is the Village's position that the statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that the Contractor/Service Provider has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the Contractor/Service Provider is acting on behalf of the Village as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the Contractor/Service Provider. The Village by contracting with Oracle to provide certain Services does not intend for, or request Oracle to act on the Village's behalf, or for Oracle to otherwise meet the definitions of "Contractor" or "Agency" for the purposes of Florida Statutes Chapter 119. If however it is judicially determined that Oracle is "acting on behalf of" the Village pursuant to such statute in its capacity as a provider of information technology Services under this Agreement, the Parties will immediately commence an evaluation of the feasibility of continued performance under the applicable orders. As stated below, the Contractor/Service Provider may contact the Village's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Contractor/Service Provider is advised to seek independent legal counsel as to its legal obligations. The Village cannot provide the Contractor/Service Provider advice regarding its legal rights or obligations. Subject to the above, Oracle will comply with those applicable public records laws:

1. Oracle America, Inc. ("Oracle" or "Contractor") must keep and maintain public records required by the public agency to perform the service.

2. Upon request from the North Bay Village ("Village") custodian of public records, Oracle must 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.

3. Oracle must 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.

4. Upon completion of the contract, Oracle must 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.

B. **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:**

Manuel Casais, 1666 Kennedy Cswy Ste 700 North Bay Village, Miami-Dade, FL, US, 33141, mcasais@nbvillage.com, +1 (305) 758-2626.

2. State Required Terms:

Addendum A

North Bay Village and Florida Terms and Conditions

A. **Public Entity Crimes.** Contractor acknowledges Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference.

B. **Scrutinized Companies.** Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Contractor certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, 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, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. **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.

D. **Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

E. **Prohibition on Contracting with Entities of Foreign Concern.** Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

Addendum A
North Bay Village and Florida Terms and Conditions
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: Vivian Arredondo

Witness #2 Print Name: Sophie Cowan

Signed, sealed and delivered by:

The below signatory is an authorized representative of Oracle America, Inc. and is signing this form on behalf of Oracle America, Inc. and not in his or her individual capacity.

Print Name: Marie Gordon

Title: VP Operations

Entity Name: Oracle America, Inc.

ACKNOWLEDGMENT

State of ~~Florida~~ Virginia

County of fairfax

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of August, 2025, by Marie Gordon (name of person) as VP Operations (type of authority) for Oracle (name of party on behalf of whom instrument is executed).

Arielle Christine Gas
NOTARY PUBLIC
REGISTRATION # 7953540
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 01/31/2029

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

Addendum A

North Bay Village and Florida Terms and Conditions

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of Oracle, a nongovernmental entity.
3. Oracle does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:
The below signatory is an authorized representative of Oracle America, Inc. and is signing this form on behalf of Oracle America, Inc. and not in his or her individual capacity.

Witness #1 Print Name: Vivian Arredondo

Witness #2 Print Name: Sophie Couran

Print Name: Marie Gordon

Title: VP Operations

Entity Name: Oracle America Inc

OATH OR AFFIRMATION

State of ~~Florida~~ Virginia

County of Fairfax

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 21st day of August, 2025, by Marie Gordon (name of person) as VP Operations (type of authority) for Oracle (name of party on behalf of whom instrument is executed).

Arielle Christine Gas
NOTARY PUBLIC
REGISTRATION # 7953540
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 01/31/2029

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

Addendum A

North Bay Village and Florida Terms and Conditions

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. Oracle ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:
The below signatory is an authorized representative of Oracle America, Inc. and is signing this form on behalf of Oracle America, Inc. and not in his or her individual capacity.

Witness #1 Print Name: Vivian Arredondo

Witness #2 Print Name: Sophie Cowan

Print Name: Marie Gordon

Title: VP Operations

Entity Name: Oracle America, Inc

OATH OR AFFIRMATION

State of ~~Florida~~ Virginia

County of Fairfax

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 21st day of August, 2025, by Marie Gordon (name of person) as VP operations (type of authority) for Oracle (name of party on behalf of whom instrument is executed).

Arielle Christine Gas
NOTARY PUBLIC
REGISTRATION # 7953540
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 01/31/2029

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

ORACLE

PROFESSIONAL SERVICES ORDERING DOCUMENT

Ordering Document Number: US-19373022

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	**Your Name:** North Bay Village **Your Address:** 1666 Kennedy Cswy, Ste 700 North Bay Village, FL 33141

Oracle Representative:	Jonathan Appel	**Your Billing Contact:**	Manuel Casais
Address:	2300 Oracle Way Austin, TX 78741	**Address:**	1666 Kennedy Cswy, Ste 700 North Bay Village, FL 33141
Phone Number:	954-994-5042	**Phone Number:**	305-758-2626
Email Address:	jonathan.appel@oracle.com	**Email Address:**	mcasais@nbvillage.com

You have ordered the Services listed in the table below and detailed in the attached exhibit(s), which are incorporated herein by reference.

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Time and Materials Services	Exhibit 1	$99,494.00	$19,900.00	$119,394.00
Total Fees and Estimated Expenses				**$119,394.00**

A. TERMS

1. **Applicable Master Agreement:** This order incorporates by reference the Master Agreement **US-CSA-CPQ-3660156** and all amendments and addenda thereto (collectively, the "Master Agreement"). You acknowledge and agree that the terms and conditions of this ordering document are contingent upon the execution of the Master Agreement between the parties on or prior to the last signature date of this ordering document. If the parties do not execute the Master Agreement on or prior to the last signature date of this ordering document, then this ordering document shall be deemed to have no legal effect, even if executed.

2. **Professional Services Delivery Policies:** The Oracle Professional Services Delivery Policies ("Policies") available at https://www.oracle.com/a/ocom/docs/corporate/professional-services-delivery-policies.pdf apply to and are incorporated into this order.

3. **Payment Terms:** Net 30 days from invoice date.

4. **Currency:** US Dollars.

5. **Offer Valid through:** 29-AUG-2025.

6. **Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.

7. **Order of Precedence:** In the event of any inconsistencies, priority shall be established in the following descending order: (a) any exhibit(s) attached to this order; (b) this order; (c) the Policies; and (d) the Master Agreement.

8. **Rights Granted:** Upon payment, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the services and anything developed and delivered by Oracle under this order ("services and deliverables") for Your internal business operations. You may allow Your agents and contractors to use the services and deliverables for Your internal business operations, and You are responsible for their compliance in such use. The services and deliverables may be related to Your right to use cloud or hosted/managed services or Products owned

or distributed by Oracle which You acquired under a separate order. The agreement referenced in that order shall govern Your use of such services or Products, and nothing in this order is intended to grant a right to use such services or Products in excess of the terms of that order, such as the services period or number and type of environments specified in a cloud or hosted/managed service order.

You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle under this order.

B. ADDITIONAL ORDER TERMS

1. When services will be performed on-site at customer location in the US, as required by US Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.

North Bay Village	**Oracle America, Inc.**
Authorized Signature: [signature]	Authorized Signature: Signed by: Jae Lee 10944FD349EE477...
Name: FRANK ROLLASON	Name: Jae Lee
Title: VILLAGE MANAGER	Title: Contract Specialist
Signature Date: 8/13/25	Signature Date: 20-Aug-2025 | 1:59 PM PDT
Ordering Document Effective Date: _____	*{to be completed by Oracle}*

Your Name: North Bay Village
Ordering Document Number: US-19373022
Exhibit Number: 1

1. Description of Services.
Oracle will provide You with up to eighty-four (84) person days of technical and functional assistance with the following activities related to the enablement of Oracle Public Safety: Dispatch Command Center System, Vehicle Communication System, Tablet Communication System, Personal Communication System, and Records Management System ("RMS"), collectively referred to hereafter as Oracle Public Safety Suite ("OPSS") (the "Services").

A. Engage Phase:
   1. Conduct one remote (1) project kick-off workshop for up to two (2) hours, to review the project including:
      a. Scope management;
      b. Risk management;
      c. Project overview;
      d. Collaboration portal; and
      e. Communication plan.
   2. Create and provide an initial project work plan, to include the following:
      a. Tasks, estimated task start and end dates, and estimated task durations;
      b. Assigned resources from both parties; and
      c. Known dependencies.
   3. Conduct up to one (1) remote workshop for up to two (2) hours to review the scope and plan for each implementation area specified below:
      a. Information technology/networking and security;
      b. Configuration;
      c. Data migration;
      d. Interfaces;
      e. Training; and
      f. Hardware.

B. Focus Phase:
   1. Conduct one (1) workshop for up to two (2) hours for each of the functional areas specified below, to review current processes and workflows:
      a. System administration;
      b. Dispatch;
      c. Geographic information system ("GIS");
      d. Mobile / devices;
      e. Records management; and
      f. Reporting and dashboards.

C. Refine Phase:
   1. Guide You through the configuration of the following functional areas, based upon results from workshops in section 1.B.1, for up to thirty (30) person days as outlined in the project plan:
      a. System administration;
      b. Dispatch;
      c. GIS;
      d. Vehicle Communication System;
      e. Tablet Communication System;
      f. Personal Communication System;
      g. RMS; and
      h. Reporting and dashboards.
   2. Assist You with installation and configuration of Vehicle Communication System for the following:
      a. Outfit up to thirty (30) vehicles / apparatuses with Hardware for Vehicles.

3. Assist You with the configuration of Tablet Communication System for up to ten (10) tablets.
4. Guide You through data migration configuration and completion of field mapping for the following third-party applications:

Source System	Product Area	Functional Description	Data Format
Computer Information Systems	Dispatch	Dispatch data, core indices	American Standard Code for Information Interchange ("ASCII") datafile
Computer Information Systems	Records	Record management data, core indices	ASCII datafile
USA Software	Records	Record management data, core indices	ASCII datafile

5. Assist You with enabling third-party system interfaces with OPSS to include the following:
   a. Interfaces:
      1. Oracle Public Safety Interface, Datamaxx, NCIC;
      2. Oracle Public Safety Interface, Motorola, Avigilon;
      3. Oracle Public Safety Interface, LexisNexis, Accurint, Analytics;
      4. Oracle Public Safety Interface, LexisNexis, Coplogic Ethos;
      5. Oracle Public Safety Interface, Kologik, Miami-Dade County, Arrest Forms; and
      6. Oracle Public Safety Interface, iPaaS integration.

D. Enable Phase:
1. Conduct training sessions for up to three (3) person days, scheduled as mutually agreed, covering:
   a. System administration;
   b. Dispatch;
   c. Vehicle Communication System;
   d. Tablet Communication System;
   e. Personal Communication System; and
   f. RMS.
2. Assist You with creating a "Go Live" plan.
3. Assist with "Go Live" cutover tasks to move You from Your legacy system(s) to the production OPSS environment.
   a. Dispatch;
   b. Vehicle Communication System;
   c. Tablet Communication System;
   d. Personal Communication System; and
   e. RMS.
4. Provide onsite "Go Live" assistance for up to forty-eight (48) hours delivered by two (2) resources over three (3) consecutive business days.

E. Live-Operate Phase:
1. Provide remote post "Go Live" assistance during normal working hours for up to twenty (20) hours to be used within the first thirty (30) calendar days immediately following "Go Live."
2. Facilitate the transition from Your Oracle Local Government implementation team to the Oracle Local Government support team.

2. Rates, Estimated Fees and Expenses, and Taxes.

A. The Services are performed on a time and materials ("T&M") basis; that is, You shall pay Oracle for the actual time spent performing the Services, plus materials, taxes, and expenses.

B. Rates. For a period of eighteen (18) months from the ordering document effective date, the Services will be provided at the rates set forth below. Thereafter, unless otherwise agreed by You and Oracle in an amendment, the Services will be provided at Oracle's consulting rates in effect when the Services are performed.

Standard Rates	
Price Level	**Hourly Rate**
Managing Consultant	$143.98
Advanced Consultant	$102.84

At Oracle's discretion, Oracle may retain third-party subcontractors to perform some of the Services at Your site or remotely ("Subcontractors"). For a period of eighteen (18) months from the ordering document effective date, the Services performed by Subcontractors will be provided at the rate of $187.50 per hour. Thereafter, You and Oracle must agree in an amendment to rates for the Services performed by Subcontractors.

C. Estimated Fees and Expenses. All fees and expenses will be invoiced monthly. The fee and expense estimates specified in Your order are intended only to be for Your budgeting and Oracle's resource scheduling purposes, and may exceed the specified totals; these estimates do not include taxes. Once fees for Services reach the estimate, Oracle will cooperate with You to provide continuing Services on a T&M basis.

3. Project Management. You and Oracle each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services.

4. Your Cooperation.
   A. Modify Your processes as necessary to align with the standard processes and standard functionality of OPSS.
   B. Conduct all organizational change management activities including, but not limited to, corporate communications, business process changes, procedural or policy changes, and business user readiness training.
   C. Prior to the commencement of Services, designate and identify a project sponsor and a project manager that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the OPSS. Responsibilities include but are not limited to:
      1. Provide user feedback during configuration and validation.
      2. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required.
      3. Provide on-going support to Your internal users following the implementation.
      4. Assign adequate resources from Your organization during the project to participate, support, and respond to Oracle project efforts on behalf of Your goals and interests.
      5. Facilitate the necessary distribution of documentation or correspondence within Your organization.
      6. Document issues, assign ownership within Your organization, and coordinate with the Oracle project manager to ensure tasks are completed within project timeline.
   D. Ensure the Services will not be adversely impacted by other projects or initiatives underway at Your agencies/facilities. Oracle is not responsible for adverse impact to the Services arising from other concurrently scheduled projects or initiatives.
   E. Identify the participants and schedule discovery and implementation planning sessions with Your project team members.
   F. Enable administrator access for the Oracle project team to allow provisioning of Your OPSS instance prior to the commencement of Services.
   G. Provide necessary entitlements to access production data on Your legacy system(s), as mutually agreed.
   H. Provide any necessary hardware and user credentials to support the performance of Services.
   I. Administer all the hardware (networks, servers, storage, etc.) owned by You, software, middleware, and any other infrastructure required to perform the Services.
   J. Be responsible for addressing and resolving functional and/or compatibility issues in Your environments that are not expressly included in the Services to be performed by Oracle.
   K. Configure vehicle global position system ("GPS") signal to connect to the Oracle Cloud Infrastructure.
   L. Configure network connectivity from Oracle Vehicle Communication System to Oracle Cloud Infrastructure in accordance with the project plan.
   M. Ensure vehicles identified for Oracle Vehicle Communication System replacement are available to designated vehicle outfitter for installations of Oracle Vehicle Communication System in accordance with the project plan.
   N. Provide Oracle with access to base-layer maps and all map layers, addresses, and points agreed upon.
   O. Allow access to Your data as mutually agreed in the project plan.
   P. You are responsible for all source and destination data validation.

Q. You are responsible for completing all code mapping, data translations, and queries required for data migration.
R. Assist Oracle in resolving technical concerns regarding legacy data structure, linkages, and formatting.
S. Provide the necessary, appropriate, and clean data (ex: test data, configuration data) required by Oracle for the performance of Services.
T. Provide a stable Wi-Fi or network connection for uploads and firmware updates.
U. Be responsible for the configuration of necessary firewall rules, ports, or proxy settings for camera connectivity.
V. Make required change requests to Your state department for state switch connectivity.
W. You are responsible for ensuring that You are permitted to store Criminal Justice Information ("CJI") data in OPSS.
X. Engage with third-party vendors required to interface with OPSS to facilitate the signing of the Oracle Confidentiality Disclosure Agreement ("CDA") and the Oracle Interoperability Agreement ("IOA") required to build Your interfaces.
Y. You are responsible for configuration of Your customer premise equipment ("CPE") to enable a secure site to site virtual private network ("VPN") for certain interfaces requiring an Oracle connection to any CPE hardware or software.
Z. You are responsible for the contractual relationships with agents and third parties that You engage to assist with the Services, and You shall ensure that such agents and third parties provide full and timely cooperation to the Oracle project team.
AA. You are responsible for planning, executing, and managing all aspects of, training readiness, and OPSS system reviews, including preparing and executing test cases and plans, and reviewing test results.
BB. You will not film or record any of Oracle's delivery of Services, Oracle resources, or any Oracle materials.
CC. Ensure Your existing procedure and business process documentation is made available to Oracle prior to the configuration workshops.
DD. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
EE. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle.
FF. You will accept all OPSS release updates.

5. Project Assumptions.
A. A person day is defined as one (1) resource working up to eight (8) hours.
B. The implementation methodology for this implementation will be Oracle's True Cloud Method ("TCM").
C. All project documentation, presentations, and project communication will be in the U.S. English language.
D. Oracle staffing will be all onshore, will be shared with other projects, and will work remotely as much as possible with any onsite work being mutually agreed by all parties.
E. Normal working hours are 8:00 AM to 5:00 PM, in the time zone local to where Services are performed, Monday to Friday, excluding holidays.
F. OPSS will be configured to make use of the base application capabilities as defined in the applicable Oracle product documentation. Oracle's attempt to address any gaps will be identified by proposing current system based or business process workarounds.
G. All interfaces will be performed utilizing configurations included within OPSS.
H. Data migrations will be managed through the Oracle Migration Center.
I. Product issues will be reported using the Oracle Service Cloud ("OSvC") portal and will be addressed in accordance with Oracle Support policies.
J. Issues with the OPSS environment will require a ticket to be created by You through the OSvC portal to allow the Oracle team to address it.
K. Your uniforms and mounting options are compatible with the camera hardware.
L. The following are not included in the scope of, or fees for, Services under this exhibit:
1. Performance testing, tuning, or any management of performance.
2. Agency information technology, networking, and other hardware activities.
3. Integrations beyond what is explicitly described in this exhibit.
4. Code customizations to OPSS.
5. Data migration assistance beyond the activities described in this exhibit.
6. Training and "Go Live" assistance beyond the activities described in this exhibit.
7. Post "Go Live" support beyond the activities described in this exhibit.
8. Anything not expressly identified in Section 1 above.

ORACLE ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065

Your Name	North Bay Village	**Your Contact**	Manuel Casais
Your Location	1666 Kennedy Cswy Ste 700 North Bay Village, FL 33141	**Phone Number**	+1 (305) 758-2626
		Email Address	mcasais@nbvillage.com

Hardware Devices Ship to Address:

Name	North Bay Village	**Contact**	Manuel Casais
Ship to Address	1666 Kennedy Cswy Ste 700 North Bay Village, FL 33141	**Phone Number**	+1 (305) 758-2626
		Email Address	mcasais@nbvillage.com

New Subscription (CPQ-3660156)

Services Period: 36 months

Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B109338 - Oracle Public Safety Tablet Communication System - Tablet	US Government	10	36 mo	50.00	18,000.00
B108631 - Oracle Public Safety Learning Subscription - Hosted Named User	US Government	1	36 mo	0.00	0.00
B95766 - Oracle Public Safety Dispatch Command Center System - Workstation	US Government	2	36 mo	208.00	14,976.00
B95768 - Oracle Public Safety Personal Communication System - Phone	US Government	43	36 mo	10.40	16,099.20
B95885 - Oracle Public Safety Records Management System - Sworn Officer	US Government	40	36 mo	36.40	52,416.00
B96459 - Oracle Public Safety Vehicle Communication System - Vehicle Outfitted	US Government	30	36 mo	75.00	81,000.00
B96562 - Oracle Public Safety, GIS powered by ESRI, Basemaps Location Service from ArcGIS Platform - Interface	US Government	1	36 mo	550.00	19,800.00
B96563 - Oracle Public Safety, GIS powered by ESRI, Geocoding and Routing Location Services from ArcGIS Platform up to 10 workstations total - Interface	US Government	1	36 mo	320.00	11,520.00
B96670 - Oracle Public Safety Interface, LexisNexis, Accurint, Analytics - Interface	US Government	1	36 mo	83.20	2,995.20
B96691 - Oracle Public Safety Interface, LexisNexis, Coplogic Ethos - Interface	US Government	1	36 mo	83.20	2,995.20
B97241 - Oracle Public Safety Interface, Motorola, Avigilon - Interface	US Government	1	36 mo	83.20	2,995.20
B97269 - Oracle Public Safety Interface, Kologik, Miami-Dade County, Arrest Forms - Interface	US Government	1	36 mo	83.20	2,995.20
B97273 - Oracle Public Safety Interface, iPaaS integration - Interface	US Government	1	36 mo	41.60	1,497.60
B98174 - Oracle Public Safety, NCIC powered by Datamaxx, (Up to Quantity) - Sworn Officer	US Government	100	36 mo	4.00	14,400.00
B98175 - Oracle Public Safety, NCIC powered by Datamaxx, Cloud Connector - Each	US Government	1	36 mo	250.00	9,000.00
			Subtotal		250,689.60

Hardware and Hardware-Related Service Offerings (CPQ-4017069)

Item	Part Number	Hardware Description	Quantity	Net Fee
1.0	7628559	Oracle Public Safety Tablet 210, for Vehicle Communication System only	34	0.00
		Total Hardware and Hardware-Related Service Offerings Fees		0.00

Hardware and Hardware-Related Service Offerings (CPQ-4017076)

Item	Part Number	Hardware Description	Quantity	Net Fee
1.0	7628559	Oracle Public Safety Tablet 210, for Vehicle Communication System only	6	0.00
		Total Hardware and Hardware-Related Service Offerings Fees		0.00

Hardware and Hardware-Related Service Offerings (CPQ-3811605)				
Item	Part Number	Hardware Description	Quantity	Net Fee
1.0	7628560	Dock kit for Oracle Public Safety Tablet 210 with dock, mounting spacer and power supply, for Vehicle Communication System only	30	0.00
2.0	7628562	Dash mount for Oracle Public Safety tablet 210 for 2015-2023 Dodge Charger Police Pursuit and Charger SXT, for Vehicle Communication System only	30	0.00
		Total Hardware and Hardware-Related Service Offerings Fees		0.00

Other Fees	Quantity	Net Fee
Hardware Device Freight Fee	100	0.00
Shipping Method: HARDWARE - STANDARD	Subtotal Other Fees	0.00

Fee Description	Net Fee
Cloud Services Fees	250,689.60
Hardware Device Fees	0.00
Other Fees	0.00
Net Fees	250,689.60
Total Fees	250,689.60

A. TERMS OF YOUR ORDER

1. Applicable Agreement

a. This order incorporates by reference the terms of the Public Sector Agreement for Oracle Cloud Services US-CSA-CPQ-3660156 by and between North Bay Village and Oracle America, Inc. ("**Oracle**"), and all amendments and addenda and supplemental terms thereto, including the CJIS STCs specified in section A.2 below, (the "Agreement"). The defined terms in the Agreement shall have the same meaning in this order unless otherwise specified herein.

2. Applicable Supplemental Terms

Criminal Justice Information Services Supplemental Terms and Conditions ("**CJIS STCs**") which are attached to the Service Specifications applicable to Cloud Services.

You acknowledge and agree that you have read and understand the CJIS STCs which are attached to the Services Specifications for the products and service being purchased hereunder and which may be accessed at: http://www.oracle.com/contracts.

3. Service Specifications

The Service Specifications applicable to the Services ordered may be accessed at http://www.oracle.com/contracts.

4. Payment Terms

Net 30 days from invoice date

5. Pricing, Invoicing, and Payment Options

a. In addition to the prices listed in the table(s) above section A, Oracle will invoice you for any applicable freight charges or applicable taxes, and you will be responsible for such charges and taxes notwithstanding any express or implied provision in the "Incoterms" referenced in the Order and Delivery Policies. The Order and Delivery Policies may be accessed at http://oracle.com/contracts.

b. You understand that you may receive multiple invoices for the products and/or services you ordered.

c. Invoices will be submitted to you pursuant to Oracle's Invoicing Standards Policy, which may be accessed at http://oracle.com/contracts.

6. Currency

US Dollars

7. Offer Valid through

31-AUG-2025

8. Territory

a. You have ordered Hardware Device and Cloud Services specified in the table(s) above section A for use in the United States.

b. The Hardware Device (including but not limited to Public Safety Suite Hardware Components) included on this ordering document shall be installed only in the United States.

9. Non-Appropriation

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

B. TERMS FOR CLOUD SERVICES

The following terms and conditions apply to the Cloud Services specified in the tables above section A.

1. Services Period

The Services Period for the Services commences on the date stated in this order. If no date is specified, then:

- the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services.

2. Payment Frequency

- Cloud Services Payment Frequency: Quarterly in Arrears

3. No Auto-Renewal

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the Services acquired under this order will not Auto-Renew.

4. Optional Renewal Period

You shall have the option to renew the same services listed in the table above section A at the same usage limits for two (2) additional 36-month renewal period (each an "Option Renewal Period") at the following annual amounts:

Option Renewal Period 1: 3-year term at $276,604.64 at the following annualized amounts:

- Option Year 1 $92,201.55
- Option Year 2 $92,201.55
- Option Year 3 $92,201.55

Option Renewal Period 2: 3-year term at $320,204.44 at the following annualized amounts:
- Option Year 4 $106,734.81
- Option Year 5 $106,734.81
- Option Year 6 $106,734.81

Professional Services are not included in the Option Renewal Period.

The cloud services listed in the tables above section A may not be renewed at the Option Renewal Period pricing specified above if (i) Oracle is no longer making such cloud services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the cloud services specified in this ordering document.

C. TERMS FOR PUBLIC SAFETY SUITE HARDWARE COMPONENTS, HARDWARE DEVICES

You have ordered Hardware Device. The following terms and conditions apply to the Public Safety Suite Hardware Components, and Hardware Devices specified in the tables above section A.

1. Public Safety Suite Hardware Components and Hardware Device

a. The Public Safety Suite Hardware Components consist of the Cloud Services components included as part of the suite that are specified in the "Hardware Device" table above section A (the "**Public Safety Suite Hardware Components**").

b. You are solely responsible for exercising control and management of the location of each of the Hardware Device (including but not limited to Public Safety Suite Hardware Components). Oracle expressly disclaims any liability or responsibility for (i) the loss or misappropriation of Your Content that is stored on any Hardware Device, regardless of whether such Hardware Device is lost or otherwise misplaced; and (ii) the storage or disposal of the Hardware Device. You must take appropriate measures to securely store and sanitize the Hardware Device prior to releasing such Hardware Device from Your control. In addition, You must ensure the Hardware Devices are securely disposed of by authorized personnel in accordance with the Criminal Justice Information Services Security Policy guidelines, any applicable state laws, local E-waste regulations, state regulations, and guidelines for safe disposal of devices containing lithium batteries.

c. You acknowledge that to operate certain Hardware Devices (including but not limited to Public Safety Suite Hardware Components), the vehicle in which such components are installed must meet a minimum set of requirements as described in the applicable Hardware Device documentation. Such requirements may change from time to time, as communicated by Oracle in the applicable Hardware Device documentation.

2. Commencement Date

For the Hardware Devices (including but not limited to Public Safety Suite Hardware Components), the commencement date shall be the date the applicable Hardware Device is delivered.

3. Payment Frequency

Hardware Device Payment Frequency: One time in full, as of the commencement date

4. Delivery, Installation and Acceptance of Hardware Device

a. Oracle will deliver the Hardware Device (including but not limited to Public Safety Suite Hardware Components) to the ship to address specified above Section A; and acceptance of the Hardware Device (including but not limited to Public Safety Suite Hardware Components) occurs on delivery.

b. The Hardware Device You have ordered will be delivered: DDP; Freight prepaid and charged back via delivery method HARDWARE - STANDARD.

c. You are responsible for installation of the Hardware Device unless You purchase installation services from Oracle for that Hardware Device.

6. Vehicle Dash Mount SKU(s) Substitution Request

You may request a substitution of the Vehicle Dash Mount SKU(s) identified in the table above section A of this order ("**Substitution Request**"), at no additional charge, provided that the Substitution Request:

a. Is provided to Oracle in writing at least thirty (30) days prior to shipment;
b. Does not exceed the quantity of Vehicle Dash Mount SKU(s) identified on this order; and
c. Is limited to the following vehicle dash mount SKUs for Oracle Public Safety tablet 210, for Oracle Vehicle Communication System only, (each a "**Vehicle Dash Mount SKU**"):

- 7628562 (for 2015-2023 Dodge Charger Police Pursuit and Charger SXT)
- 7628563 (for 2015-2020 Ford F-150 Retail, Responder and SSV, 2017-2022 Ford F-250, 350, 450 Pickup, F-450, 550, 600 Cab Chassis, 2018-2021 Expedition Retail, MAX, and SSV)
- 7628564 (for 2019-2025 Chevrolet Silverado and GMC Sierra 1500)
- 7628565 (for 2013-2024 RAM 1500, 2500, 3500 Retail, 1500 Special Services Police, and 1500 Tradesman Pickup Trucks with classic DS Body style)
- 7628566 (for 2020-2024 Ford Interceptor)
- 7628567 (for 2021-2024 Chevy Tahoe)
- 7628568 (for 2021-2025 Ford E-Series Cutaway)

- 7628569 (for 2021-2025 Ford F-150)
- 7628570 (for 2021-2025 Dodge Durango)
- 7628571 (for 2019-2024 RAM 1500, 2500, 3500, 4500, 5500)
- 7628572 (for 2023-2024 Ford F-250, F-350, F-450, F-550 Super Duty Pickup)
- 7628573 (for 2025 Ford Interceptor)

North Bay Village		Oracle America, Inc.	Signed by:
Signature		Signature	Jae Lee 10944FD349EE477...
Name	FRANK ROLLASON	Name	Jae Lee
Title	VILLAGE MANAGER	Title	Contract Specialist
Signature Date	8/13/25	Signature Date	20-Aug-2025 | 1:56 PM PDT

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	North Bay Village	**Customer Name**	North Bay Village
Customer Address	1666 Kennedy Cswy Ste 700 North Bay Village FL 33141	**Customer Address**	1666 Kennedy Cswy Ste 700 North Bay Village FL 33141
Contact Name	Manuel Casais	**Contact Name**	Manuel Casais
Contact Phone	+1 (305) 758-2626	**Contact Phone**	+1 (305) 758-2626
Contact Email	mcasais@nbvillage.com	**Contact Email**	mcasais@nbvillage.com

LexisNexis® | Coplogic™ Solutions

LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement ("**Agreement**") is dated August 27, 20 25 ("**Effective Date**") by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 ("**Provider**"), and North Bay Village Police Department, with its principal place of operations at 1666 John F Kennedy Causeway, North Bay Village, FL 33141 ("**Agency**"). Provider and Agency may be referred to herein individually as a "**Party**" and collectively referred to as "**Parties**".

1. SCOPE.

Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the "**Services**") as described in an applicable order to this Agreement ("**Order**"). The Parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a "**Report**"). "Report" shall also include any associated or supplemental information provided with the Report including Agency name, images and upload date, as applicable. The Parties further acknowledge that Provider acts on behalf of Agency to the extent it assists in carrying out Agency's obligations to provide the public access to vehicle accident reports and Provider shall provide such access in accordance with the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.).

2. LICENSE AND RESTRICTIONS.

2.1. License Grant and License Restrictions. Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:

(a) Agency shall not use the Services for marketing or commercial solicitation purposes, resell, or broker the Services to any third-party or otherwise use the Services for any personal (non-law enforcement) purposes; and

(b) Agency shall not access or use Services from outside the United States without Provider's prior written approval; and

(c) Agency shall not use the Services to create a competing product, provide data processing services to third parties, resell, or broker the Services to any third-party, or otherwise use the Services for any personal (non-law enforcement) purposes; and

(d) Agency's use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and

(e) Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and

(f) Agency may not use the Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and

(g) Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency's employees who have a need to know such information); and

(h) Except as specifically set forth in an Order, Agency shall not permit any third party (third parties shall not include Agency's employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and

(i) Agency shall comply with all laws, regulations, and rules which govern the use of the Services.



2.2. Other Restrictions. In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency's use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined below), a change in law or regulation, or the interpretation thereof, and/or an order from a Court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider's written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement. Provider shall be Agency's designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Reports.

2.3. Violation of License Terms and / or Restrictions. Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

3. SUPPORT AND MAINTENANCE.

3.1. Ongoing Maintenance. Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("**Maintenance**"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.

3.2. Support Services. Provider will provide ongoing support services for problems, queries or requests for assistance ("**Support**") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide after-hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.

3.3. On Site Support. In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred ($2,500.00) dollars per day for each Provider employee who provides any on-site support. This daily fee includes all Provider travel time and expenses.

4. FEES.

4.1. Fees due to Provider. Any fees due to Provider for Services hereunder shall be specified in an Order ("**Fees**"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. To the extent an interface or other technological development is required (outside of the

Service Features defined in the Order(s)) to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider.

4.1.1. Disputes. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice ("**Dispute**"), Agency shall notify Provider in writing and follow the procedures set forth herein. In the event of a Dispute, Agency shall promptly, but in no case more than thirty (30) days from receipt of the invoice, notify Provider in writing pursuant to the notice provisions of this Agreement ("**Dispute Notice**"). Agency shall identify in writing the specific cause of the Dispute, the amount in dispute, and reasonable documentation supporting the Dispute. Invoices not disputed within ninety (90) days of the invoice date will be deemed valid and may not later be disputed. The Parties agree to use best efforts to resolve all Disputes promptly and in good faith. However, in the event the Parties are not able to resolve a Dispute within sixty (60) days from Provider's receipt of a Dispute Notice, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency's RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.

4.2. Fees due to Agency. Using the process as herein defined, on behalf of Agency, Provider will collect and remit to Agency a fee for all Reports ("**Agency Fee**") purchased from the eCommerce portal set forth on the applicable Order, including but not limited to fees for purchases of Reports from that eCommerce portal by an Affiliate. On a monthly basis, Provider will electronically transfer to Agency's designated account, the total amount of applicable Agency Fee collected by Provider during the previous month. Provider will make available a monthly report to Agency identifying the number of Reports provided on its behalf via the LexisNexis® Command Center ("**Command Center**") administration portal and/or its successor.

4.2.1. No Agency Fee will be paid with respect to the following:

(a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor (as defined in Section 5.2 of this Agreement), including Reports purchased before the applicable Order Effective Date, and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or

(b) When one or more components of a Report (e.g., VIN number), rather than the Report in its entirety, is provided by Provider to an Authorized Requestor or an Affiliate of Provider; or

(c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or

(d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Agreement shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

4.3. Fees retained by Provider. Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor ("**Convenience Fee**") which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall it exceed the amount Provider may legally charge an Authorized Requestor.

4.4. Product Enhancements. Should Agency request enhancements to Services outside of the standard Service Features set forth in a specific Order, Provider will provide Agency with a scope document, as part of the Change Control Process, reflecting the requested enhancement(s), cost, and schedule to complete such enhancement. Where Agency executes such scope document, the scope document shall comply with the terms and conditions set forth in this Agreement.

5. CONTRIBUTION/DISTRIBUTION.

5.1. Agency acknowledges and agrees that Provider has compiled certain databases of person data, vehicle data, and/or incident data contributed from other law enforcement agencies ("**Participating Agencies**") accessing certain of the Services. Agency

further acknowledges and agrees that such contribution data (a) is available only to Participating Agencies that have authorized the contribution and distribution of their data via such databases and (b) may be used solely for investigative and/or law enforcement purposes and for no other purpose whatsoever.

5.2. For Services that contemplate the sale of Reports, as more specifically described in an Order, Provider shall distribute Reports and/or specific data extracted from the Report to individuals or legal entities ("**Authorized Requestors**") and other authorized law enforcement entities ("**Agency Requestors**") in accordance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this Agreement shall prohibit Provider's Affiliates (defined in Section 15.1, "Affiliates" below) from purchasing Reports from the ecommerce portal set forth in the Order, or from distributing previously purchased Reports and/or specific data extracted from the Report to Authorized Requestors or Agency Requestors in accordance with the terms of the Order and applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this Agreement shall prohibit Affiliates from acquiring Reports from a source other than the ecommerce portal set forth in the Order.

6. TERMS AND TERMINATION.

6.1. Term. This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.

6.2. Termination.

6.2.1. Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.

6.2.2. Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.

6.2.3. Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.

6.3. Effect of Termination. Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.

7. RELEVANT LAWS.

Each Party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

7.1. Driver's Privacy Protection Act. Agency acknowledges that certain Services provided under this Agreement may include the provision of certain personal information data obtained from state Departments of Motor Vehicles ("**DMV Data**") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws ("**DPPA**"), and that Agency is required to comply with the DPPA, as applicable. Agency acknowledges and agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by Provider.

7.2. Fair Credit Reporting Act. The Services provided pursuant to this Agreement are not provided by "consumer reporting agencies" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("**FCRA**") and do not constitute "consumer reports" as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.

7.3. Protected Health Information. Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.

7.4. Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.

7.5. Privacy Principles. Agency shall comply with the "Provider Data Privacy Principles" available at http://www.lexisnexis.com/privacy/data-privacy-principles.aspx, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.

7.6. Security. Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.

8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

8.1. Definition. "**Confidential Information**" means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient's possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.

8.2. Treatment of Confidential Information. Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party's Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.

8.3. Intellectual Property Ownership. Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.

8.4. Exception for Subpoenas and Court Orders. A Party may disclose Confidential Information solely to the extent required by subpoena, court order, the freedom of information act for the state which is applicable to the Agency ("**FOIA**"), or other governmental authority, provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order, FOIA request or other governmental authority so as to allow the disclosing Party an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order, FOIA request or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.

8.5. Duration. Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

8.6. Return of Confidential Information. Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's Confidential Information unless retention of such information is required by law, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.

8.7. Injunctive Relief. In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.

8.8. Other. During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

9. PROVIDER AUDIT RIGHTS.

Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the Services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

10. REPRESENTATIONS AND WARRANTIES.

Agency represents and warrants to Provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any Services, in strict conformance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider and consistent with the terms of this Agreement.

11. LIMITATION OF WARRANTY.

FOR PURPOSES OF THIS SECTION, "**PROVIDER**" INCLUDES PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND DATA PROVIDERS. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

12. LIMITATION OF LIABILITY.

To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by Provider from Agency (excluding pass through or out of pocket expenses) for the specific Services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. To the extent the relevant Services are made available at no cost to Agency, then in no event shall Provider's liability to Agency under this Agreement exceed one hundred dollars ($100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising

from Provider's gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

13. FORCE MAJEURE.

Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of God or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that Agency will be obligated to pay Provider for the Services provided under this Agreement prior to the effective date of such termination.

14. NOTICES.

All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the Party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other Party timely, written notice of its new address in the manner set forth above.

15. MISCELLANEOUS.

15.1. Affiliates. For purposes of this Agreement, "**Affiliate**" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder and nothing in this Agreement shall prevent or limit Affiliates from offering previously purchased Reports or data extracted from Reports for sale.

15.2. Independent Contractor/No Agency. Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.

15.3. Assignment. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.

15.4. Headings, Interpretation, and Severability. The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

15.5. Waiver; Remedies Non-Exclusive. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.

15.6. Survival. Sections 2-4, 7-12, and 14 shall survive the termination or rescission of this Agreement.

15.7. Provider Shared Facilities. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized, they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.

15.8. Entire Agreement. This Agreement represents the entire Agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms

containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.

15.9. Governing Law. This Agreement shall be governed by and construed in accordance with the state or federal law(s) applicable to such Agency, irrespective of conflicts of law principles.

16. AGENCY AUTHORIZATION FOR RMS VENDOR.

Agency hereby authorizes Provider to disclose, transmit, and otherwise make available reports and related data under this Agreement to Agency's designated RMS Vendor, Oracle America, Inc. (the "RMS Vendor") for the purpose of facilitating integration, data sharing, and operational support and as otherwise directed by Agency.

17. RMS Vendor Indemnification.

To the extent that Agency engages an RMS Vendor, including but not limited to Oracle America Inc., to receive, store, process, or otherwise handle Reports or related data provided under this Agreement, Agency agrees that it shall be solely responsible and liable for any data breach, unauthorized access, or misuse of such data resulting from the RMS Vendor's systems, services, or acts or omissions. Provider shall have no liability for any such breach or security incident attributable to the RMS Vendor. Agency agrees to release and hold harmless Provider, its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any act or omission of the RMS Vendor, including but not limited to any data breach or failure to comply with applicable laws.

18. NOTICE OF RMS VENDOR RELATIONSHIP TERMINATION.

The Agency shall provide the Provider with prompt written notice in the event that the Agency's relationship with its designated RMS Vendor is terminated or expires for any reason. Upon receipt of such notice, the Provider shall promptly cease providing the RMS Vendor with access to the Agency's reports, data, and any related information. The Agency acknowledges that timely notice is essential to ensure the protection and confidentiality of its data.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Agency: **North Bay Village Police Department**

Signature: _____

Print Name: FRANK RELEASON

Title: VILLAGE MANAGER

Date: _____

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Print Name: William S. Madison

Title: Executive Vice President

Date: 08/27/2025

EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

1. Data Protection. Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("**Account IDs**") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.

2. Agency's Information Security Program. Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("**Agency's Information Security Program**"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.

3. Agency Security Event. In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "**Agency Security Event**") Agency shall:

   (a) provide immediate written notice to:

      (i) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
      (ii) via email to (security.investigations@lexisnexis.com); or
      (iii) by phone at (1-888-872-5375) with a written notification to follow within twenty-four (24) hours; and

   (b) promptly investigate the situation; and
   (c) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
   (d) if required by law, or in Provider' discretion, Agency shall:

      (i) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
      (ii) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and

   (e) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
   (f) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

   In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.

LexisNexis® | Coplogic™ Solutions

Order No. 1
LexisNexis® eCitation

This Order No. 1 ("**Order**") is entered into this 27th day of August, 2025 ("**Order Effective Date**") between North Bay Village Police Department ("**Agency**") and LexisNexis Coplogic Solutions Inc. ("**Provider**") and subject to the terms and conditions of the Law Enforcement Agreement effective August 27, 2025 ("**Agreement**") between the Parties.

1. **TERMS AND CONDITIONS.** All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.

2. **DESCRIPTION OF SERVICES**. Provider, as part of its business has developed and makes available to law enforcement entities an electronic citation solution called LexisNexis® eCitation ("**eCitation**") for law enforcement which enables electronic ticket writing and the ability to print citations on demand. Provider shall make eCitation available via Coplogic™ Ethos, a highly configurable platform that can be used by law enforcement agencies to meet a wide range of data collection, storage, and management needs. Agency agrees that the citations and the data contained therein do not constitute Criminal History Record Information (CHRI) as more particularly defined in 28 CFR § 20.3.

3. **SCOPE OF SERVICES**. Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order or by Provider's Change Control Process (process of mutually modifying the scope of work, pricing and timeline) and signed by both Parties. Provider will provide the following Services subject to Agency's technology capabilities, processes, and work-flow functionality:

   3.1. Provide Services including an Enterprising license to Agency, enabling installation of the Services on Agency's application-compatible computing devices to include the features detailed in the , eCitation Standard Features which are available at https://docs.lexisnexisrisk.com/bundle/Standard_Features_eCitation/resource/Standard_Features_eCitation.pdf, as updated from time to time.

   3.2. Features and functionality that are not part of the eCitation Standard Features are considered Enhancements ("**Enhancements**"). If requested by the Agency, Provider may agree to Enhancements to the Agency's specific and reasonable requirements. Any Enhancements by Provider in accordance with this clause will become part of the Services and will continue to be subject to all the terms of the Agreement and this Order. Provider shall be entitled to charge a reasonable fee and schedule for such Enhancement(s) which will be agreed upon by the Parties in writing as part of the Provider's Change Control Process prior to any work being performed. Provider's reasonable fee for Enhancement(s) is pursuant to Section 6.4.

   3.3. Provide Support and Maintenance as set forth in the Agreement

   3.4. Facilitate Agency transfer of Reports to Agency Designated Third Parties ("**ADTP**"), such as the Clerk of Courts and/or applicable record management system vendor(s) ("**RMS Vendor**"). Agency assumes any and all responsibilities for the actions or inactions of such transfers to Agency Designated Third Parties and indemnifies Provider from any and all claims such parties may have arising from or relating to Provider's compliance with this Agency request.

   ADTP or RMS Vendor: Oracle

   3.5. If maintenance requires updates to terms and conditions, Agency will require users to accept those updates at the next login after the update has been provided.

   3.6. As provided by Section 7.1 of the Agreement, Agency acknowledges that certain Services provided under this Order may

include the provision of certain personal information data obtained from the state Department of Motor Vehicles ("**DMV Data**") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "**DPPA**"), and that Agency is required to comply with the DPPA, as applicable. Agency acknowledges and agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services, that it will recertify upon request by Provider and that its access and use of any DPPA or DMV data will always be solely in furtherance of its certified DPPA permissible purpose. Should an Agency user's permissible purpose change, the Agency understands it has an obligation to advise Agency user that it must recertify before accessing such DPPA or DMV Data. Agency has requested that its users be obligated to recertify only in the circumstances set forth in the preceding sentence and once every thirty days and as a result of this request, releases and holds harmless Provider from any claims, suits, damages, actions, demands, settlements, judgments and any other expenses (including reasonable attorneys' fees) related to Agency's or Agency users' breach of this provision. Agency certifies it has a permissible use under the DPPA to use and/or obtain such information and Agency further certifies it will use such information obtained from Services only for one (1) of the purposes selected below or for the purpose indicated by Agency electronically while using the Services, which purpose will apply to searches performed during such electronic session:

Please check one below (required):

	1.	No permissible use.
X	2.	Use by a government agency, but only in carrying out its functions.

4. TRAINING.

4.1.1. Train-the-Trainer Training Sessions. At no additional cost to Agency, Provider will provide Agency users instructor-led, online 'train-the-trainer' training sessions. Courses can cover new user training, refresher training for existing users, system administration, or other Agency-requested topics. The 'train the trainer' approach aims to educate Agency users with skills that are needed to train other users. Provider aims to train Agency users within 60 days of go-live. Provider will offer Agency up to two (2) training sessions annually. Additional requests will be evaluated based on available resources and may be subject to additional fees.

4.1.2. User Guides. Provider will provide Agency with user guides or training documentation appropriate for the Services.

4.1.3. On Site Training. In response to written Agency requests for Provider to provide on-site training, Provider shall produce a written estimate of the time required to provide the requested training to include any requirements, such as the presence of Agency staff, other resources or materials. The Agency shall reimburse Provider at the rate of two thousand five hundred ($2,500.00) dollars per day for each Provider employee who provides any on-site training (this daily fee includes all Provider travel time and expenses).

5. TERM AND TERMINATION. This Order shall commence upon the completion of the project ("Project Completion") and shall continue for an initial term of thirty-six (36) months ("**Initial Term**"), whereupon this Order shall automatically renew for additional twelve (12) month periods ("**Renewal Term**") unless either Party provides written notice to the other Party, at least ninety (90) days prior to the expiration of the Renewal Term.

6. FEES.

The Fees for the Services shall be subject to the terms set forth in **Section 4 of the Agreement**.

6.1. The one-time license Fee for the Services is Twenty-Three Thousand Two Hundred Seventy Dollars and 00/100 ($23,270.00) and shall be invoiced by Provider within forty-five (45) days of completion of the project.

6.2. The annual Support and Maintenance Fee for the Services shall be Five Thousand Six Hundred Fifty-Four Dollars and 00/100 ($4,654.00) and shall be invoiced by Provider within forty-five (45) days of completion of the project and thereafter shall be due on the anniversary of completion of the project.

6.3. Provider will charge Agency an hourly rate of $250 for approved Enhancements. This Fee will be invoiced by Provider upon implementation of the Enhancement(s).

Provider and Agency agree that the implementation of eCitation Services into production will not commence before calendar

year 2025 at which time the Parties will mutually agree on the timeline for such implementation.

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: **North Bay Village Police Department**

Signature: _____

Print Name: FRANK ROLLASON

Title: VILLAGE MANAGER

Date: _____

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Print Name: William S. Madison

Title: Executive Vice President

Date: 08/27/2025

LexisNexis® | Coplogic™ Solutions

Order No. 2
LexisNexis® eCrash

This Order No. 2 ("**Order**") is entered into this 27th day of August, 2025 ("**Order Effective Date**") between North Bay Village Police Department ("**Agency**") and LexisNexis Coplogic Solutions Inc. ("**Provider**") and subject to the terms and conditions of the Law Enforcement Agreement effective August 27, 2025 ("**Agreement**") between the Parties.

1. **TERMS AND CONDITIONS**. All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.

2. **DESCRIPTION OF SERVICES**. Provider, as part of its business has developed and makes available to law enforcement entities a solution called LexisNexis® eCrash ("**eCrash**") that enables for the collection and the online distribution of Reports via Provider's eCommerce portal(s), LexisNexis® BuyCrash, or its successor(s). Provider shall make eCrash available via Coplogic™ Ethos, a configurable platform that can be used by law enforcement agencies to meet a wide range of data collection, storage, and management needs. In exchange for the Services provided to Agency, Agency agrees that Provider shall have the sole and exclusive right to sell the Agency's crash Reports online and to distribute data extracted from the Reports. Agency retains the rights to fulfill requests for a Report made pursuant to state freedom of information laws.

3. **SCOPE OF SERVICES**. Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order or by Provider's Change Control Process and signed by both Parties. Provider will provide the following Services subject to Agency's technology capabilities, processes, and work-flow functionality:

   3.1. Permit connection of Provider's application on Agency's application-compatible computing devices as described in the eCrash Service Features which are available at https://docs.lexisnexisrisk.com/bundle/Standard_Features_eCrash/resource/Standard_Features_eCrash.pdf, as updated from time to time.

   3.2. Features and functionality that are not part of the eCrash Services Features are considered Enhancements ("**Enhancements**"). If requested by the Agency, Provider may agree to Enhancements to the Agency's specific and reasonable requirements. Any Enhancements by Provider in accordance with this clause will become part of the Services and will continue to be subject to all the terms of the Agreement and this Order. Provider shall be entitled to charge a reasonable fee and schedule for such Enhancement(s) which will be agreed upon by the Parties in writing as part of the Provider's Change Control Process prior to any work being performed. Provider's reasonable fee for Enhancement(s) is pursuant to Section 6.2.

   3.3. To the extent e-Commerce is contemplated under the Agreement and/or Order, Provider shall also establish a communication protocol to electronically or manually transfer Reports in a timely manner from Agency to Provider.

   3.4. Subject to Section 5.1 of the Agreement, Agency agrees to allow access to Agency's Reports by Participating Agencies and, in return, shall receive access to Participating Agencies' Reports. Agency agrees that it shall use Participating Agency Reports strictly for investigative and/or law enforcement purposes only.

   3.5. As provided by Section 7.1 of the Agreement, Agency acknowledges that certain Services provided under this Order may include the provision of certain personal information data obtained from the state Department of Motor Vehicles ("**DMV Data**") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "**DPPA**"), and that Agency is required to comply with the DPPA, as applicable. Agency acknowledges and agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services, that it will recertify upon request by Provider and that its access and use of any DPPA or DMV data will always be solely in furtherance of its certified DPPA permissible purpose. Should an Agency user's permissible purpose change, the Agency understands it has an obligation to advise Agency user that it must recertify before accessing such DPPA or DMV

Data. Agency has requested that its users be obligated to recertify only in the circumstances set forth in the preceding sentence and once every thirty days and as a result of this request, releases and holds harmless Provider from any claims, suits, damages, actions, demands, settlements, judgments and any other expenses (including reasonable attorneys' fees) related to Agency's or Agency users' breach of this provision. Agency certifies it has a permissible use under the DPPA to use and/or obtain such information and Agency further certifies it will use such information obtained from Services only for one (1) of the purposes selected below or for the purpose indicated by Agency electronically while using the Services, which purpose will apply to searches performed during such electronic session:

Please check one below (required):

	1.	No permissible use.
X	2.	Use by a government agency, but only in carrying out its functions.

4. **TRAINING.**

4.1 Train-the-Trainer Training Sessions. At no additional cost to Agency, Provider will provide Agency users instructor-led, online 'train-the-trainer' training sessions. Courses can cover new user training, refresher training for existing users, system administration, or other Agency-requested topics. The 'train the trainer' approach aims to educate Agency users with skills that are needed to train other users. Provider aims to train Agency users within 60 days of go-live. Provider will offer Agency up to two (2) training sessions annually. Additional requests will be evaluated based on available resources and may be subject to additional fees.

4.2 User Guides. Provider will provide Agency with user guides or training documentation appropriate for the Services.

4.3 On Site Training. In response to written Agency requests for Provider to provide on-site training, Provider shall produce a written estimate of the time required to provide the requested training and state any requirements, such as the presence of Agency staff,other resources, or materials. The Agency shall reimburse Provider at the rate of two thousand five hundred ($2,500.00) dollars per day for each Provider employee who provides any on-site training (this daily fee includes all Provider travel time and travel expenses).

5. **TERM AND TERMINATION**. This Order shall commence upon completion of the project ("Project Completion") and shall continue for an initial term of thirty-six (36) months ("**Initial Term**"), whereupon this Order shall automatically renew for additional twelve (12) month periods ("**Renewal Term**") unless either Party provides written notice to the other Party, at least ninety (90) days prior to the expiration of the Renewal Term.

6. **FEES**. Pursuant to Section 4 of the Agreement, the Agency Fee is Ten Dollars and 00/100 ($10.00). There shall be no fee to Agency for the Services.

6.1. For the avoidance of doubt, no Agency Fee will be paid with respect to the following:

a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or

b) When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or

c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or

d) When a fee is not charged to an Authorized Requestor for the Report.

6.2 Provider will charge Agency an hourly rate of $250.00 for approved Enhancements. This Fee will be invoiced by Provider upon implementation of the Enhancement(s).

Nothing in this Order shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

Provider and Agency agree that the implementation of eCrash Services into production will not commence before calendar year 2025 at which time the Parties will mutually agree on the timeline for such implementation.

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: **North Bay Village Police Department**

Signature: _____

Print Name: FRANK ROLLASON

Title: VILLAGE MANAGER

Date: _____

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Print Name: William S. Madison

Title: Executive Vice President

Date: 08/27/2025

Budget Amendment Form

Department	POLICE-FEDERAL FORFEITURES	Date	9/8/2025
Fund(s) to be changed:		MACHINERY & EQUIPMENT	

GL Account	GL Line Item	Transfer to:	Transfer from:
107-00-389-3890	APPROPRIATION OF FUND BAL	$ -	$ 247,761.00
107-21-521-6410	OFFICE EQUIPMENT	$ 247,761.00	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
TOTAL (Columns must be equal)		**$ 247,761.00**	**$ 247,761.00**

Description:

BUDGET AMENTMENT TO APPROPRIATE FUNDS FROM FEDERAL FORFEITURE TO PURCHASE THE CAD/RMS (COMPUTER AIDED DISPATCH/RECORDS MANAGEMENT SYSTEM EXPENSED IN ACCOUNT #107-21-521-6410.

Department Director: _____ **Date:** _____

Chief Financial Officer: _____ **Date:** _____

Village Manager: _____ **Date:** _____

ITEM NO. 10.D

North Bay Village
Recommendation Memorandum

DATE: September 16, 2025

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY:

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF THE REAL PROPERTY LOCATED AT 7501 NORTHEAST 3RD PLACE, MIAMI, FLORIDA 33138; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission authorize the Village Manager to purchase the real property located at 7501 Northeast 3rd Place, Miami, Florida 33138 for a purchase price of $2,900,000.00.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's approval to authorize the execution of a purchase and sale agreement for the purchase of real property located at 7501 NW 3rd Place, Miami, Florida.

During the April 15, 2025, Regular Commission Meeting, the Village Commission directed and authorized the Village Manager to seek potential properties for acquisition for the Village's public works and police departments. The Village desires to acquire real property owned by Jean Robert Cesar located at 7501 Northeast 3rd Place, Miami, Florida, identified for property tax purposes by Folio No. 01-3207-046-0010 (the "Property") and intends to utilize the Property for the Village's Public Works Department and stormwater maintenance facility.

A $50,000 deposit is currently being held in escrow and remains fully refundable. An additiona $50,000 will be due within three days following the completion of the due diligence period. The anticipated closing date is yet to be set.

Further negotiations on price are ongoing, as a result of the conditions found in the property assessment report.

In order to effectuate such acquisition, it is recommended that the Village Commission approve the Purchase and Sale Agreement attached to the resolution as Exhibit “A” for the purchase of the Property (the “Agreement”) in an amount not to exceed $2,900,000.00, and authorize the Village Manager to expend additional funds as needed to conduct the necessary due diligence and inspections, including but not limited to environmental inspections of the Property, and take any and all action necessary to implement the intent and purpose of this Resolution, including the preparation and execution of any documents necessary to accomplish the purchase and closing of the Property.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: Capital Assets-Building
GL Line Item Number: #430-00-162-9000
Total Budget Allocated: $2,900,000.00
Encumbered Amount: 0
Remaining Balance $8,427,000.00 remaining in Stormwater Bond

Purchase of Building will be as a Capital Assets to the Enterprise Fund #430.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution - 7501 NE 3 PL - PW & SW Maintenance Site.DOCX
Exhibit A-PSA 7501 NE 3 PL Contract & Addendum 08-01-2025.PDF

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF THE REAL PROPERTY LOCATED AT 7501 NORTHEAST 3RD PLACE, MIAMI, FLORIDA; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, during the April 15, 2025 regular North Bay Village (the "Village") Commission meeting, the Commission directed and authorized the Village Manager to seek potential locations for acquisition for the Village's public works and police departments; and

WHEREAS, the Village desires to acquire real property owned by Jean Robert Cesar located at 7501 Northeast 3rd Place, Miami, Florida, identified for property tax purposes by Folio No. 01-3207-046-0010 (the "Property") and intends to utilize the Property for the Village's public works department and stormwater maintenance facility; and

WHEREAS, in order to effectuate such acquisition, the Village Commission desires to approve the Purchase and Sale Agreement attached hereto as Exhibit "A" for the purchase of the Property (the "Agreement") and authorize the Village Manager to expend funds, conduct the necessary due diligence and inspections, including but not limited to environmental inspections, of the Property, and take any and all action necessary to implement the intent and purpose of this Resolution, including the preparation and execution of any documents necessary to accomplish the purchase and closing of the Property; and

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

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

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

Section 2. Approval. That the Village Commission hereby approves the purchase of the Property consistent with the terms and conditions provided for in the Agreement.

Section 3. Authorization. The Village Commission further authorizes the Village Manager to expend funds and conduct the necessary due diligence and inspections, including but not limited to environmental inspections, of the Property. The Village Commission further authorizes the Village Manager and Village Attorney to take any and all action necessary to implement the intent and purpose of this Resolution, including the preparation and execution of any documents necessary to accomplish the purchase and closing of the Property.

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 Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this 16th day of September, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE SOLE USE AND RELIANCE OF NORTH BAY VILLAGE:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT A

LEGAL DESCRIPTION

Lot 1, less the East 45 feet and Lot 2, less the East 35 feet, COMMERCIAL-LITTLE-RIVER, according to the plat thereof, as recorded in Plat Book 7, Page 73, of the Public Records of Miami-Dade County, Florida.

Street Address: 7501 Northeast 3rd Place, Miami, Florida

Folio No. 01-3207-046-0010

EXHIBIT B

COPY OF PURCHASE AND SALE AGREEMENT, INCLUDING ANY AMENDMENTS THERETO

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Commercial Contract

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1. **PARTIES AND PROPERTY:** CITY OF NORTH BAY VILLAGE **("Buyer")** agrees to buy and JEAN ROBERT CESAR **("Seller")** agrees to sell the property at:

Street Address: 7501 NE 3 PL, MIAMI FL 33138

Legal Description: COMML LITTLE RIVER PB 7-73 W119.71FT LOT 1 & W129.71FT LOT 2 LOT SIZE 12471 SQUARE FEET OR 18814-1786 0999 4 (3) COC 26419-3559 06 2008 1

and the following Personal Property: _____

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: $ 2,900,000.00

(a) Deposit held in escrow by: WEISH SEROTA HELFMAN COLE + BIERMAN ("Escrow Agent") (checks are subject to actual and final collection) $ 50,000.00

Escrow Agent's address: 2800 Ponce De Leon Blvd #1200 Phone: 305-854-0800

(b) Additional deposit to be made to Escrow Agent
☒ within 3 days (3 days, if left blank) after completion of Due Diligence Period or
☐ within ____ days after Effective Date _____ $ 50,000.00

(c) Additional deposit to be made to Escrow Agent
☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or
☐ within ____ days after Effective Date $ _____ AO

(d) Total financing (see Paragraph 5) _____ $ NONE

(e) Other _____ $ _____

(f) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid via wire transfer. $ 2,800,000.00

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before **August 1, 2025**, this offer will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer** or **August 1, 2025**. Calendar days, based on where the Property is located, will be used when computing all time periods. Other than time for acceptance and Effective Date as set forth above, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, ending or occurring on a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed will extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed. **Time is of the essence in this Contract.**

4. CLOSING DATE AND LOCATION:

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(a) Closing Date: This transaction will be closed on **or before September 30, 2025** (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) Location: Closing will take place in Miami-Dade County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

BUYER'S OBLIGATION: On or before _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed _____% of the purchase price or $_____, with a fixed interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows: NA - No Third Party Financing Contigency AMO

_____.

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within ____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within ____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____

_____;

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as _____.

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☐ **Seller's** ☒ **Buyer's** expense and within _____ days after Effective Date or at least ~~35~~ 15 days before Closing Date deliver to **Buyer** (check one) ☐ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☒ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed

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insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper written notice and **Seller** cures the defects within 30 ~~10~~ days from receipt of the notice ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

☒ **Seller** will, within 5 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

_____,

prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☒ **Buyer** will, at ☐ **Seller's** ☒ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed $100.00 (1.5% of the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check **(a)** or **(b)**)

☐ **(a) As Is: Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ **(b) Due Diligence Period: Buyer** will, at **Buyer's** expense and within 30 ~~45~~ days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer**

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will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted [X] only with **Buyer's** consent [ ] without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) Costs: Buyer will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

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(f) Foreign Investment in Real Property Tax Act (FIRPTA): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: Seller and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have 5 days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,

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document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party

17. DISCLOSURES:

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

18. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

19. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☐ is not assignable ☒ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms **"Buyer, " "Seller"** and "Broker" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

20. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

21. BROKERS: Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: DWNTWN Realty Advisors (Company Name) Andrew Dixon (Licensee),
7900 NE 2nd Ave, Suite 201 Miami FL 33138 ad@dwntwnrealtyadvisors.com (Address, Telephone, Fax, E-mail),
who ☐ is a single agent ☒ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☒ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) 3% of the gross purchase price at closing

(b) Buyer's Broker: DWNTWN Realty Advisors George Belesis,

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(Company Name) (Licensee)
7900 NE 2nd Ave, Suite 201 Miami FL 33138 gb@dwntwnrealtyadvisors.com,
(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☒ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ **Seller's Broker** ☒ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ other (specify)
3% of the gross purchase price at closing
(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

22. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

☐ (A) Arbitration
☐ (B) Section 1031 Exchange
☐ (C) Property Inspection and Repair
☐ (D) Seller Representations
☐ (E) Seller Warranty
☐ (F) Coastal Construction Control Line
☐ (G) Flood Area Hazard Zone
☐ (H) Seller Financing
☐ (I) Existing Mortgage
☐ (J) Buyer's Attorney Approval
☐ (K) Seller's Attorney Approval
☐ Other _____

23. ADDITIONAL TERMS:

Property to be delivered free and clear of any or all violations or fines which seller agrees to correct at his sole cost and expense. SEE ADDENDUM FOR ADDITIONAL TERMS

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

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Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

_____ Date: 7/29/25
(Signature of Buyer)

FRANK ROLLASON Tax ID No.: _____
(Typed or Printed Name of Buyer)

Title: VILLAGE MANAGER Telephone: 305-756-7171

_____ Date: _____
(Signature of Buyer)

_____ Tax ID No.: _____
(Typed or Printed Name of Buyer)

Title: _____ Telephone: _____

Buyer's Address for purpose of notice 1666 79th Street Causeway, STE 300, North Bay Village, 33141

Facsimile: _____ Email: villagemanager@nbvillage.com

_____ Date: 08/01/2025
(Signature of Seller)

JEAN ROBERT CESAR Tax ID No.: _____
(Typed or Printed Name of Seller)

Title: _____ Telephone: _____

_____ Date: _____
(Signature of Seller)

_____ Tax ID No.: _____
(Typed or Printed Name of Seller)

Title: _____ Telephone: _____

Seller's Address for purpose of notice: 1241 EQUINE LN, WELLINGTON FL 33414

Facsimile: _____ Email: _____

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Buyer (HR) (_____) and **Seller** (AO) (_____) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

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ADDENDUM TO COMMERCIAL CONTRACT

Addendum to that certain Commercial Contract by and between, **Jean Robert Cesar**, as Seller, and **North Bay Village, a Florida municipal corporation**, as Buyer, dated this 29th day of July, 2025.

In addition to the terms and provisions set forth in the Commercial Contract of even date (the "Contract") to which this Addendum is attached, the Seller and the Buyer hereby mutually agree to the following terms, provisions and conditions. In the event of any inconsistencies or conflicts between the Contract and this Addendum, it is the intention of the Seller and the Buyer that this Addendum shall control. Terms not otherwise defined herein shall have the meanings given to them in the Contract. Any references in the Contract or herein to the Contract shall mean the Contract and this Addendum.

1. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as follows, which representations and warranties shall be deemed made by Seller to Buyer also as of the Closing Date:

A. Seller is presently vested with good, marketable and insurable fee simple title to the Property, and no person, firm or entity has rights in or to acquire the Property or any part thereof;

B. There are no active leases and no parties in possession of any portion of the Property; other than seller.

C. There is no pending or to the knowledge of Seller threatened condemnation or similar proceeding or litigation affecting the Property or any part thereof;

D. To the best of Seller's knowledge, no waste disposal activities have ever been conducted on the Property and there shall be none as of the Closing Date. There are no Hazardous Materials on or affecting the Property which in any manner violate federal, state or local laws, ordinances, rules, regulations and policies and there shall be none as of the Closing Date. For purposes hereof "Hazardous Materials" means and includes without limitation, any flammable or explosive materials, petroleum or petroleum products, explosives, radioactive materials, natural or synthetic gas, hazardous wastes or toxic substances or related materials as defined by federal, state or local law;

E. Seller has paid all taxes, charges and other assessments currently due with respect to the Property;

F. The Due Diligence Materials (as defined herein) are true and correct to the best of Seller's knowledge and complete in all material respects,

G. On the closing date, Seller shall deliver the Property to Buyer free and clear of any tenants, garbage, debris, junk abandoned vehicles or equipment or the like;

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H. There are no claims, causes of action or other litigation or proceedings pending or, to the best of Seller's knowledge, threatened in respect to the Property or any part thereof;

I. Seller has not received any notice of and know of no violations of any health, safety, zoning, environmental, land use or other laws, ordinances, rules or regulations with respect to the Property, or any part thereof;

J. There are no and during Seller's ownership of the Property (and to the best of Seller's knowledge prior thereto) there have been no underground tanks located upon or under the Property;

K. No other person has any right or option to acquire the Property or any portion thereof or any interest therein; and

L. There are no facts or circumstances not disclosed to Purchaser of which Seller has knowledge and which have or could have a material adverse effect upon Purchaser's undisturbed ownership of the Property;

M. Seller has received no written notice of, and has no actual knowledge of, any citations or violations of any Governmental Requirement affecting the Property, nor has Seller received written notice of, or actual knowledge of, any violations of any restrictions or covenants affecting the Property;

N. Seller is not a "foreign person" as defined by FIRPTA.

Seller shall notify Buyer promptly if Seller becomes aware of any transaction or occurrence prior to the Closing Date which would make any of the representations or warranties of Seller contained in this Section untrue in any material respect and unless Buyer is so notified these representations and warranties shall be deemed to be recertified by Seller on and as of the Closing Date and shall survive closing.

2. Condition Precedent to Closing. Seller acknowledges that Buyer is a public entity and that the North Bay Village Commission's approval (the "Approval") is necessary to proceed with the Closing. Accordingly, in the event that the Approval is not obtained by September 17th, 2025, Buyer may extend the Closing Date by an additional thirty (30) days by notifying Seller. Notwithstanding the foregoing, in the event that Seller has not obtained the Approval within twenty (20) days after requesting an extension of the Closing Date, either Party may terminate the Contract and the Deposit shall be returned to the Buyer.

3. Due Diligence Materials.

five (5) business

A. Due Diligence Materials. To the extent in Seller's possession, no later than ~~three~~ ~~(3)~~ days after the Effective Date, Seller shall deliver to Buyer any and all records related to the Property (the "Due Diligence Materials") including but not limited to: tax assessment notices, governmental notices to the property owner, prior title insurance policies, any title exceptions, surveys, site plans, plats, permits, soil tests, environmental audits, engineering reports, aerial

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photographs, leases, a copy of the deed to Seller and any other documents related to the Property. In the event of any delay by Seller in delivering the Due Diligence Materials to Buyer, Buyer shall have the right to extend the Inspection Period by a number of days equal to the number of days the delivery of the Due Diligence Materials is delayed.

B. New Matters. Should there exist any changes to the matters reflected in the Title Commitment, Due Diligence Materials, Phase I, or any other matter effecting the quality of the Property which might influence Buyer's decision to purchase the Property ("New Matter"), Buyer shall have the right to object to the same. Seller shall cause any such New Matter to be removed or corrected and the Closing Date shall be extended to the extent necessary to allow Seller to cure the same. Buyer reserves the right to object to any changes to the matters reflected in the Title Commitment, Due Diligence Materials, Phase 1 or other documents produced by Seller ("New Matter") consistent with the terms of the Contract.

C. Phase II Environmental Study. In the event the Phase I environmental study recommends the performance of a Phase II Environmental Report or any further assessment, the due diligence period shall be extended by an additional sixty (60) days.

4. Paragraph Headings. The headings of the several paragraphs of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

5. Attorney's Fees. If either Seller or Buyer shall retain legal counsel or bring an action against the other by reason of the breach of any covenant, provision or condition hereof or otherwise arising out of the Agreement, the unsuccessful party shall pay to the prevailing party reasonable attorneys' fees, arising at all trial and appellate levels and in any bankruptcy proceedings, which shall be payable whether or not any action is prosecuted to judgment.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original; such counterparts together shall constitute the one agreement.

7. Public Records Act. Seller acknowledges that, since Buyer is a public agency, Buyer's information and data related to this Agreement and the Project are public records in accordance with Chapter 119, Florida Statutes. To the extent Chapter 119, Florida Statutes is applicable to Seller or any information and data created or maintained by Seller, then Seller shall comply with the provisions set forth below.

a. Seller shall be required to:

i. Implement policies and procedures to keep and maintain all public records in accordance with the applicable laws, and regulations, including Section 119.0701, Florida Statutes.

ii. Upon request from Buyer's custodian of public records, provide Buyer 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 that provided in chapter 119, Florida Statutes, or as otherwise provided by law.

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iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. This provision shall survive the expiration or earlier termination of this Agreement.

iv. Upon completion or other termination of this Agreement or any related agreement/contract, Seller shall transfer, at no cost, to Buyer all public records in the possession of Seller, or keep and maintain the public records required by Buyer. If Seller transfers all public records to Buyer, then Seller shall destroy any public records that are exempt and confidential and exempt from public records disclosure requirements. If Seller keeps and maintains public records, then Seller shall meet all applicable requirements for retaining public records set out in Florida law. This provision shall survive the expiration or earlier termination of this Agreement.

v. All public records that are stored electronically by Seller, must, upon request from Buyer's custodian of public records, be provided in a format that is compatible with the information technology systems of Buyer.

b. The failure by Seller to comply with the provisions set forth in this Section, or to comply with Buyer's request for records, shall constitute a breach of this Agreement, and Buyer shall, in its discretion, have the right to pursue any and all remedies against Seller provided for under this Agreement or at law. However, nothing in this Section is intended to suggest that all records related to the Property would be public records subject to Section 119.0701, Florida Statutes. Seller and Buyer shall cooperate to ensure that any records that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. This provision shall survive the expiration or earlier termination of this Agreement.

c. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SELLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, 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.

8. Sovereign or Qualified Immunity. Nothing herein shall constitute, or be construed as, a waiver of sovereign or qualified immunity by the Village or as a waiver beyond the limits set forth in Florida Statute, Section 768.28, or of any defense available to the Village as set forth in Section 768.28, Florida Statutes, or in any other provision under applicable law. Further, the sole and exclusive remedies available to Seller against the Village pursuant to this Agreement are strictly limited to those set forth in Section ~~16~~14

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of the Commercial Contract and no other waiver of immunity by the Village shall be deemed, granted or implied.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth below their signatures.

BUYER:

Village of North Bay Village, a
Florida municipal corporation

By:_____
Frank Rollason, Village Manger

SELLER:

By:_____
Jean Robert Cesar

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EXHIBIT "A"
PROPERTY

Lot 1, LESS the East 45 feet and Lot 2, LESS the East 35 feet , COMMERCIAL LITTLE RIVER, according to the plat thereof, as recorded in Plat Book 7, Page 73, of the Public Records of Miami-Dade County, Florida.

ITEM NO. 10.E

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: September 16, 2025

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY:

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RESCINDING RESOLUTION NO. 2025-070; FINDING THAT ACQUISITION, THROUGH NEGOTIATED CONVEYANCE, OR THE USE OF EMINENT DOMAIN OF PRIVATE PROPERTY DESIGNATED AS PARCEL 1 (PERMANENT EASEMENT) DESCRIBED IN EXHIBIT "A" AND LOCATED AT 1356 BAY TERRACE, SERVES A PUBLIC PURPOSE AND IS NECESSARY FOR CONSTRUCTION OF STORMWATER PUMP STATION IMPROVEMENTS ON NORTH BAY ISLAND; AUTHORIZING THE VILLAGE ATTORNEY AND OTHERS ACTING ON THEIR BEHALF TO INITIATE EMINENT DOMAIN PROCEEDINGS, IF NEEDED; AUTHORIZING THE VILLAGE MANAGER, VILLAGE ATTORNEY, AND OFFICIALS ACTING ON THEIR BEHALF TO RETAIN EXPERT WITNESSES AND CONSULTANTS, AND TO TAKE ALL FURTHER ACTIONS THAT ARE REASONABLY REQUIRED TO ACQUIRE THE PRIVATE PROPERTY DESCRIBED IN EXHIBIT "A" AND IMPLEMENT THE PURPOSES OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission authorize the Village Manager, in coordination with the Village Attorney, to either obtain a negotiated conveyance (i.e., an easement) or take legal action to obtain a drainage easement on private property, as part of the improvements for the proposed drainage pump on North Bay Island.

BACKGROUND AND ANALYSIS

The Village is proposing to provide a comprehensive upgrade to the storm sewer system to fully address and mitigate roadway flooding in North Bay Island, by upgrading the stormwater pump system to discharge runoff into the tidal waters of Biscayne Bay in lieu of relying on

drainage wells. As such, improvements include increasing the discharge capacity of the drainage system by upgrading the pump size and installing a new outfall culvert to accommodate the additional runoff flow. This would include replacing the existing pump station with a new system that includes upgrading pump discharge capacity to 19,000 gpm, removing the existing drainage well, and adding six new deep injection wells along Beach View Drive.

A Basis of Design Report and a Stormwater Master Plan (collectively, the “Studies”) recommended pump station improvements with necessary outfalls to correct existing and projected deficiencies in the flood control system on North Bay Island (the “Project”). Various alternatives were considered, and based on a detailed evaluation, it was concluded that the existing construction plans prepared by BCC Engineering Inc. for North Bay Island Stormwater Pump Station Improvements contain the Preferred Alternative for the fulfillment of the Project’s needs. In order to construct the Project, it is necessary to acquire a permanent easement on 1356 Bay Terrace, as shown in Exhibit “A” and that such acquisition serves a public purpose and is necessary for the construction, operation, and maintenance of stormwater utility improvements.

The attached exhibit highlights the proposed location of the new stormwater pump station for North Bay Island. The exhibit also shows the potential easement location that is being considered for the utility and control panel equipment needed for the new pump station at 1356 Bay Terrace. An approximate easement area of 1,065 squared feet will be needed to accommodate the pump station control panel and utility equipment. This initiative supports the Village's efforts to become more resilient.

For the last two to three years, the Village has worked to obtain voluntary easements from property owners on North Bay Island to implement the stormwater improvement project. The Village has, most recently, worked with FPL to modify the plans for the area needed.

The Village Manager will, once again, confer with the property owner to determine if a voluntary negotiated easement can be obtained. Alternatively, if negotiation efforts are futile, the Village will begin an eminent domain process in court.

The Village Commission previously adopted Resolution No. 2025-070 authorizing the acquisition of Parcel 1 (Permanent Easement) at 1356 Bay Terrace, however, the exhibits attached to that resolution were incorrect. This Resolution rescinds the prior resolution and reauthorizes the acquisition with the corrected exhibit to ensure the legal description is accurate and enforceable. The proposed resolution authorizes the Village Manager, working in consultation with the Village Attorney, to obtain the negotiated easement or begin the eminent domain process.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Budget impact is to be determined depending on whether the easement is obtained by negotiated conveyance or eminent domain.

PERSONNEL IMPACT
No Impact

ATTACHMENTS
Resolution- Parcel for NBI Pump Station Improvements.DOCX

Exhibit A-Legal and Sketch.pdf

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RESCINDING RESOLUTION NO. 2025-070; FINDING THAT ACQUISITION, THROUGH NEGOTIATED CONVEYANCE, OR THE USE OF EMINENT DOMAIN OF PRIVATE PROPERTY DESIGNATED AS PARCEL 1 (PERMANENT EASEMENT) DESCRIBED IN EXHIBIT "A" AND LOCATED AT 1356 BAY TERRACE, SERVES A PUBLIC PURPOSE AND IS NECESSARY FOR CONSTRUCTION OF STORMWATER PUMP STATION IMPROVEMENTS ON NORTH BAY ISLAND; AUTHORIZING THE VILLAGE ATTORNEY AND OTHERS ACTING ON THEIR BEHALF TO INITIATE EMINENT DOMAIN PROCEEDINGS, IF NEEDED; AUTHORIZING THE VILLAGE MANAGER, VILLAGE ATTORNEY, AND OFFICIALS ACTING ON THEIR BEHALF TO RETAIN EXPERT WITNESSES AND CONSULTANTS, AND TO TAKE ALL FURTHER ACTIONS THAT ARE REASONABLY REQUIRED TO ACQUIRE THE PRIVATE PROPERTY DESCRIBED IN EXHIBIT "A" AND IMPLEMENT THE PURPOSES OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") is committed to addressing flooding conditions that are projected to occur on North Bay Island by construction of a pump station system to include necessary outfalls; and

WHEREAS, a Basis of Design Report and a Stormwater Master Plan (collectively, the "Studies") recommended pump station improvements with necessary outfalls, to correct existing and projected deficiencies in the flood control system on North Bay Island (the "Project"); and

WHEREAS, various alternatives were considered during the course of the Studies, as described in the Studies, and, based on a detailed evaluation, it was concluded that the existing construction plans prepared by BCC Engineering Inc. for North Bay Island Stormwater Pump Station Improvements contain the Preferred Alternative ("Preferred Alternative") for the fulfillment of the Project's needs; and

WHEREAS, the Village Commission has evaluated the proposed Project and finds that the Preferred Alternative will provide the necessary flood protection on North Bay Island, by providing necessary capacity to meet anticipated future stormwater demands,

and that the Project will improve drainage by providing necessary stormwater treatment, and will improve safety by alleviating stormwater deficiencies; and

WHEREAS, in order to construct the Project, the Village Commission finds that it is necessary to acquire a permanent easement on a portion of the property located at 1356 Bay Terrace ("Parcel 1"), as legally described in and shown on Exhibit "A," and that such acquisition serves a public purpose and is necessary for the construction, operation, and maintenance of stormwater utility improvements; and

WHEREAS, the Village Commission finds that construction of the Project would provide a fiscal and economic benefit to the Village; and

WHEREAS, the Village Commission has determined that the Project addresses long-range planning and safety needs of the Village, as described in the Studies; and

WHEREAS, the Village Commission has determined that the Project addresses environmental factors by alleviating stormwater drainage and related contamination issues on North Bay Island, and adjoining waterways, as described in the Studies; and

WHEREAS, the Village Commission finds that it is necessary to take legal action and employ legal counsel, real estate appraisers, and other experts to accomplish acquisition of property through negotiated conveyance, or through the Village's power of eminent domain, if needed; and

WHEREAS, the Village Commission is authorized by Sections 166.401 and 166.411, Florida Statutes, to exercise the right and power of eminent domain to acquire property for stormwater drainage upgrades and construction of related improvements on North Bay Island within the limits of the Village, and for the construction, operation and maintenance of stormwater drainage facilities with all rights necessary and convenient for the full use thereof.

WHEREAS, on July 15, 2025, the Village Commission adopted Resolution No. 2025-070, which made the required findings and approved and authorized the acquisition, through negotiated conveyance or the use of eminent domain, of Parcel 1, but the exhibits attached to that resolution were incorrect; and

WHEREAS, in order to ensure the correct legal description and sketch are affixed, the Village Commission desires to rescind Resolution No. 2025-070 and adopt this Resolution with the proper exhibits.

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. Rescinding Resolution 2025-070. That Resolution 2025-070 is hereby rescinded in its entirety.

Section 3. Finding of Necessity and Public Purpose. That the Village Commission hereby declares that it is necessary to acquire, through negotiated conveyance or eminent domain, the private property designated as permanent easement Parcel 1, as legally described in and shown on Exhibit "A," for construction, operation, and maintenance of stormwater utility improvements. It is further declared that acquisition of such parcel serves a public purpose.

Section 4. Authority to Initiate Eminent Domain Proceedings. The Village Attorney and all others acting on their behalf are authorized to initiate eminent domain proceedings pursuant to Florida Statutes Chapters 73, 74, and 166, and to file petitions, pleadings, affidavits, declarations of taking, and other documents authorized by Florida Statutes or rule of court to accomplish the acquisition as described herein.

Section 5. Authority to Retain Expert Witnesses and Consultants. The Village Attorney and the Village Manager and officials acting on their behalf are authorized to retain expert witnesses and consultants and to take such further actions as are reasonably required to implement and fully accomplish the purposes 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 Rachel Streitfeld _____
Vice Mayor Goran Cuk _____
Commissioner Doris Acosta _____
Commissioner Richard Chervony _____
Commissioner Andy Rotondaro _____

PASSED AND ADOPTED on this ___ day of _____, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION
MIAMI–DADE COUNTY
SECTION 9– TOWNSHIP 53S– RANGE 42E

EXHIBIT "A"

SURVEYOR'S NOTES:

1. THIS LEGAL DESCRIPTION IS NOT BASED ON A BOUNDARY SURVEY.
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. COMPLETION DATE: 09.05.2025
4. THE EASEMENT SKETCH DEPICTS ONLY THOSE EASEMENTS AFFECTING THE PROPERTY AS IDENTIFIED IN TITLE SEARCH NO. 25–116530, PREPARED BY NATIONAL TITLE AND ABSTRACT COMPANY AND DATED AUGUST 4, 2025.

LEGEND:

1. MDCPR DENOTES MIAMI DADE COUNTY PUBLIC RECORDS
2. PE DENOTES PERPETUAL EASEMENT
3. POB DENOTES POINT OF BEGINNING
4. POC DENOTES POINT OF COMMENCEMENT.
5. POT DENOTES POINT OF TERMINATION
6. ORB. DENOTES OFFICIAL RECORD BOOK
7. PB DENOTES PLAT BOOK
8. PG DENOTES PAGE
9. RGE DENOTES RANGE
10. SEC DENOTES SECTION
11. TWN DENOTES TOWNSHIP
12. A.K.A ALSO KNOWN AS

SURVEYOR'S CERTICATE:

I HEREBY CERTIFY: THAT THE LEGAL DESCRIPTION AND SKETCH OF THE PORTION OF LAND DESCRIBED HEREON WAS MADE UNDER MY SUPERVISION AND THAT THE LEGAL DESCRIPTION AND SKETCH MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472 FLORIDA STATUTES. AND, THAT THE SKETCH HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON. THIS SKETCH DOES NOT REPRESENT A LAND BOUNDARY SURVEY.

FERNANDO FERNANDEZ LICENSE NUMBER 6765 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Fernando Fernandez

Digitally signed by Fernando Fernandez
Date: 2025.09.05 16:50:18 -04'00'

FERNANDO FERNANDEZ
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE LS 6765, FLORIDA
FFERNANDEZ@PDS–ENG.COM
+1(786)631–7053

PREMIERE DESIGN SOLUTIONS INC.
11606 PROMENADE CITY HALL
SUITE 200, MIRAMAR, FL 33025
954.237.7850
PDS@PDS–ENG.COM
LB 8017

PROJECT No: 20210007.1	DRAWN DATE: 09.05.2025	CHECKED: FF

UTILITY EASEMENT

(THIS PAGE IS NOT VALID WITHOUT THE OTHERS)

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION
MIAMI–DADE COUNTY
SECTION 9– TOWNSHIP 53S– RANGE 42E

LEGAL DESCRIPTION

A PORTION OF THE SECTION 9 TOWNSHIP 53 SOUTH RANGE 42 EAST, MIAMI–DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTH EAST CORNER OF THE LOT 1 BLOCK 5 "NORTH BAY ISLAND" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40 PAGE 59 OF THE PUBLIC RECORDS OF MIAMI–DADE COUNTY, STATE OF FLORIDA; THENCE N01°37'08"W, AS AN ASSUMED BASIS OF BEARINGS, ALONG THE EAST LINE OF SAID LOT 1 FOR A DISTANCE OF 37.50 FEET; THENCE S88°41'24"W FOR A DISTANCE OF 25.00 FEET; THENCE S01°37'08"E FOR A DISTANCE OF 23.50 FEET; THENCE S88°41'24"W FOR A DISTANCE OF 3.00 FEET; THENCE S01°37'08"E FOR A DISTANCE OF 14.00 FEET TO A POINT AT NORTH RIGHT OF WAY LINE OF BAY TERRACE, SAID LINE BEING ALSO THE SOUTH LINE OF SAID LOT 1; THENCE N88°41'24"E FOR A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN MIAMI–DADE COUNTY, FLORIDA AND CONTAINING 979.49 SQUARED FEET MORE OR LESS.

PREMIERE DESIGN SOLUTIONS INC.
11606 PROMENADE CITY HALL
SUITE 200, MIRAMAR, FL 33025
954.237.7850
PDS@PDS–ENG.COM
LB 8017

PROJECT No: 20210007.1	*DRAWN DATE:* 09.05.2025	*CHECKED: FF*

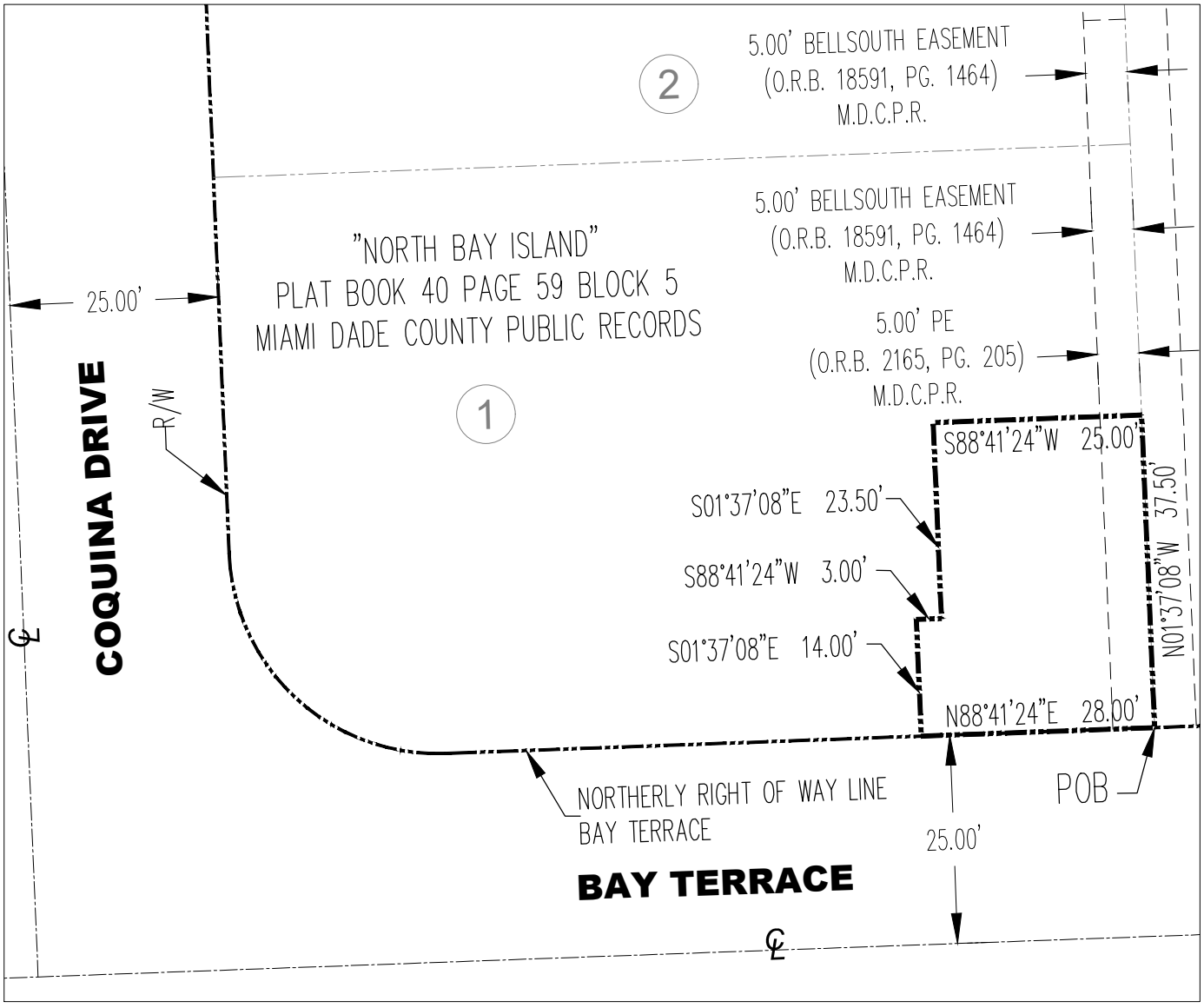
UTILITY EASEMENT

(THIS PAGE IS NOT VALID WITHOUT THE OTHERS)

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION
MIAMI–DADE COUNTY
SECTION 9– TOWNSHIP 53S– RANGE 42E

N

SCALE 1: 20



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LB 8017

PROJECT No: 20210007.1	DRAWN DATE: 09.05.2025	CHECKED: FF

UTILITY EASEMENT

(THIS PAGE IS NOT VALID WITHOUT THE OTHERS)

ITEM NO. 10.F

North Bay Village
Recommendation Memorandum

DATE: September 16, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH 7922 EAST DR LLC FOR THE LEASE OF VACANT REAL PROPERTY GENERALLY LOCATED AT 7927-7931 EAST DRIVE FOR THE VILLAGE'S USE FOR CONSTRUCTION STAGING AND OPERATIONS DURING VILLAGE HALL CONSTRUCTION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve the proposed Lease Agreement with 7922 East Dr LLC to serve as a staging area for the construction of the new Village Hall and to accommodate Village offices during the project's duration.

BACKGROUND AND ANALYSIS

The proposed resolution requests the Village Commission's approval of a lease agreement with 7922 East Dr LLC to serve as a staging area for the construction of the new Village Hall and to accommodate Village offices during the project's duration.

The property is owned by 7922 East Dr LLC and located at 7927-7931 East Drive. The Village intends to use the premises for construction staging and Village office operations during the construction phase of Village Hall. The property owners will be responsible for property taxes, basic landscaping, and the installation of an aluminum fence covering. The proposed Agreement will provide for the property owner to perform the complete setup of a modular structure, an approximately 1,800-square-foot, two-story shipping container-based building that includes meeting rooms and two restrooms.

The proposed Lease provides for the following terms:

Lease Commencement: October 1, 2025

Lease End: September 30, 2027

Year 1 Monthly Lease Payment: $10,333.33

Year 2 Monthly Lease Payment: $9,333.33 + 3% = $10,613.33

The total annual fiscal impact is a maximum of $124,000.
The current negotiated prices include the installation, assembly, and transfer of the modular structure.

It is recommended that the Village Commission approve the lease agreement in substantially the form attached to the proposed Resolution as Exhibit “A” for the Premises (the “Lease Agreement”) and authorize the Village Manager to make such material and non-material changes to the Lease Agreement as may be in the Village’s best interest and execute the Lease Agreement, subject to the approval of the Village Attorney as to form, content, and legal sufficiency, and to take all actions necessary to implement the terms and conditions therein.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
G/L Account #325-60-630-4403
Building Lease Funds will be Budgeted and Allocated in the FY 2026 Adopted Budget.

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution - Lease Agreement - Village Hall Const Staging.DOCX
Reso Ex A - Lease Agreement- 7922 East Drive GranVita

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH 7922 EAST DR LLC FOR THE LEASE OF VACANT REAL PROPERTY GENERALLY LOCATED AT 7927-7931 EAST DRIVE FOR THE VILLAGE'S USE FOR CONSTRUCTION STAGING AND OPERATIONS DURING VILLAGE HALL CONSTRUCTION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to lease real property owned by 7922 East Dr LLC (the "Owner") generally located at 7927-7931 East Drive, which is identified for property tax purposes by Folio Nos. 23-3209-001-0250 and 23-3209-001-0270, (collectively, the "Premises") for use by the Village during construction of the Village Hall and Public Safety Complex Project, which is to be located at a 0.756-acre Village-owned property located at 1335 79th Street Causeway ("Village Hall"); and

WHEREAS, the Village intends to use the Premises for construction staging and certain Village operations during the construction of Village Hall; and

WHEREAS, the Village Commission desires to approve the lease agreement in substantially the attached hereto as Exhibit "A" for the Premises (the "Lease Agreement") and authorize the Village Manager to make such material and non-material changes to the Lease Agreement as may be in the Village's best interest and execute the Lease Agreement, subject to the approval of the Village Attorney as to form, content, and legal sufficiency, and to take all actions necessary to implement the terms and conditions therein; and

WHEREAS, the Village Commission finds that adoption of 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 Lease Agreement in substantially the form attached hereto as Exhibit "A" for the Premises. That

the Village Commission hereby authorizes the Village Manager to make such material and non-material changes to the Lease Agreement as may be in the Village's best interest and execute the Lease Agreement, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Lease Agreement, subject to approval by the Village Attorney as to form and legal sufficiency. The Village Commission further authorizes the Village Manager to expend budgeted funds and conduct the necessary due diligence and inspections, including but not limited to environmental inspections and zoning due diligence, of the Property as may be needed. That the Village Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution and the Lease Agreement, including the expenditure of budgeted funds.

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 Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this ___ day of _____, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

LEASE AGREEMENT

This **LEASE AGREEMENT,** dated October 1, 2025 (this "Lease") is made and entered into by and between 7922 East Dr LLC ("Landlord"), a Florida Limited Liability Company, with its mailing address at P.O. Box 96702, Maple, Ontario l6A 0A2 CA, and North Bay Village, a Florida municipal corporation, and/or assigns, ("Tenant", and, together with Landlord, the "Parties" and each a "Party"), with its mailing address at 1666 Kennedy Causeway, 3rd Floor, North Bay Village, FL 33141.

The Landlord, for and in consideration of the rent herein reserved to be paid by the Tenant, does hereby lease to Tenant, **approximately 22,400 square feet** in that certain property located at **7927-7931 East Drive,** North Bay Village, FL, 33319 (Folios #23-3209-001-0250 and #23-3209-001-0270), legally described below (the "Premises"):

Lots 23 and 25, Harbor Island, according to the plat thereof as recorded in Plat Book 44, Page 72, of the Public Records of Miami-Dade County, Florida

Tenant hereby accepts the Premises, including all equipment and accessories, in their current "AS-IS" condition with no representation or warranties from Landlord and without any obligation on Landlord's part to perform any work with respect thereto.

Tenant agrees to keep, conform to and abide by each and every one or the following terms, covenants and agreements, and Landlord and Tenant agree as follows:

1. **TERM:** To have and to hold the said Premises for a term of Twenty-Four (24) Months, commencing on October 1, 2025 (the "Commencement Date") as hereinafter defined and expiring on September 30, 2027 (the "Term"), provided, however, that Tenant may, at its option, terminate this Lease upon forty-five (45) days' notice to Landlord after the first (1st) anniversary of the Commencement Date. Notwithstanding the foregoing, the Tenant shall have the right to terminate this Lease early upon 60 days' written notice to the Landlord with no penalty for early termination.

2. **RENT:** Tenant agrees to pay rent ("Rent") in Lease Year 1 in the monthly amount of $10,333.33, plus applicable Florida sales tax. In Lease Year 2, monthly Rent shall be reduced to $9,613.33 plus applicable Florida sales tax. Rent shall be due and payable by check or wire transfer of immediately available funds to an account designated in writing by Landlord on the first day of each and every calendar month during the Term, in advance without demand, commencing on Commencement Date. "Lease Year" shall mean the consecutive twelve (12) month period following the Commencement Date or, if the Commencement Date is other than the first day of a calendar month, then the first Lease Year shall be extended to include the initial incremental number of days up to the Commencement Date (for which Tenant shall pay the pro rata portion of Rent for said incremental month with its first installment of Rent).

3. **LATE PAYMENT:** All Rent payments received after the fifteenth (15th) day of the month in which due shall be subject to a late payment service charge of five percent (5%).

4. **SECURITY DEPOSIT.** [INTENTIONALLY OMITTED].

5. **LANDLORD'S COSTS:**

   a. **Taxes**. Landlord is responsible for paying real estate taxes and assessments levied, assessed, accrued against, or otherwise due and payable with respect to the Premises during the Lease Term (the "Taxes"). "Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or

estate taxes); improvement bond. Taxes shall not include any income, capital levy, transfer, capital stock, gift, estate or inheritance tax.

b. **Landscaping**. Landlord agrees to perform, at its sole cost and expense, basic landscaping (grass cutting, edges trimming) at least every other week during the Term or more frequently as reasonably required to keep the Premises in good order.

c. **Fence Covering**. At its sole cost and expense, and subject to approval of all required regulatory approvals, within 30 days after the Commencement Date, Landlord shall procure and install an aluminum fence covering showing images of the GranVita project as well as images and logos selected by the Village. Landlord is required to submit for applicable Village (e.g., building and zoning) permits. Nothing herein shall be construed to mean that the Village has approved any permits for the site. The Village Manager is authorized to extend the deadline for completion of the requirements of this section.

d. **Modular Structure**. On Commencement Date, Landlord shall make available to Tenant a modular structure (two-story shipping container-based structure, with approximately 1,800 square feet of indoor space, including meeting room spaces and two restrooms) (the "Modular Structure") which the Tenant may use to house certain Village offices while the Project (as defined below) is ongoing. Subject to regulatory approvals (including but not limited to the Village's building and zoning approvals), within 30 days of the Commencement Date, Landlord at its sole cost and expense, will transport the Modular Structure to the Premises and complete its installation thereon. Landlord acknowledges that the provision of the Modular Structure is a material inducement for Tenant to enter into this Lease and that the Rent has been set at $10,333.33 per month for the first Lease Year in order to compensate Landlord for the transportation, assemblage, and installation of the Modular Structure at the Premises. After the first Lease Year, the Rent shall be reduced to $9,613.33 and the Tenant shall owe no additional funds to Landlord for the Modular Structure. In the event Landlord fails to provide the Modular Structure within the time set forth above, the Rent shall be reduced to $9,333.33 for the remainder of the first Lease Year and Tenant shall have the right to terminate this Lease. At Lease termination, the Tenant shall have no obligation to remove the Modular Structure or return the Site to its original condition. The Village Manager is authorized to extend the deadline for completion of the requirements of this section.

6. **ASSIGNMENTS; USE; ALTERATIONS; FIXTURES:**

a. Tenant shall not assign this Lease without the prior written consent of the Landlord.

b. Tenant shall not use, or permit to be used, the Premises, or any part thereof, for any other purpose than as staging area for the construction project of the new Village Hall (the "Project") and incidental uses thereto, including, without limitation, storage of equipment and materials, assembly of equipment and to house Village offices in the Modular Structure or other temporary facilities while the Project is ongoing. Any additional use of the Premises shall require the Landlord's consent, which shall not be unreasonably denied or withheld.

c. Tenant shall not make or allow to be made any alterations, physical additions or improvements in or to the Premises without first obtaining in writing Landlord's written consent for such alterations or additions, which consent shall not be unreasonably denied or withheld. Upon Landlord's request, Tenant shall deliver to Landlord plans and specifications for any proposed alterations, additions or improvements and shall reimburse Landlord for Landlord's reasonable cost to review such plans.

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d. All costs of any such alterations, additions or improvements shall be borne by Tenant. All alterations, additions or improvements shall be made in a good, first class, workmanlike manner and in a manner that does not disturb other tenants, if any, and Tenant must maintain adequate liability and builder's risk insurance throughout the construction. Tenant does hereby indemnify and hold Landlord harmless from and against all claims for damages or death of persons or damage or destruction of property arising out of the performance of any such alterations, additions or improvements made by or on behalf of Tenant. Under no circumstances shall Landlord be required to pay, during the Term of this Lease and any extensions or renewals hereof, any ad valorem or Property tax on such alterations, additions or improvements, Tenant hereby agrees to pay all such taxes when they become due. In the event any alterations, additions, improvements or repairs are to be performed by contractors or workmen other than Landlord's contractors or workmen, any such contractors or workmen must first be approved, in writing, by Landlord (which approval shall not be unreasonably withheld). Landlord agrees to assign to Tenant any rights Landlord may have against the contractor of the Premises with respect to any work performed by such contractor in connection with improvements made by Landlord at the request of Tenant.

e. All additions, fixtures or improvements which may be made by Tenant, except movable office furniture, trade fixtures and equipment shall become the property of the Landlord and shall remain upon the Premises as a part thereof, and be surrendered with the Premises at the termination of this Lease. Tenant shall make good to Landlord immediately upon demand any damage to the Premises or any fixture, appliance or appurtenances thereto caused by any act or neglect of Tenant, or of any person or persons in the employ or under the control of the Tenant.

7. **TENANT'S DEFAULT; LANDLORD'S REMEDIES:**

a. Tenant shall be in default under this Lease if (each, an "Event of Default"): (i) it fails to make timely payments of Rent or any other sums within 15 days after the date due hereunder; or (ii) it fails within 30 days after written notice from Landlord to faithfully observe all terms, covenants, rules and regulations contained in this Lease or such other and further rules or regulations as may be hereafter made by Landlord (and of which Tenant receives written notice); provided, however, that if the nature of Tenant's default is such that it cannot be cured solely by payment of money and that more than thirty (30) days may be reasonably required for such cure, then Tenant shall not be deemed to be in default if Tenant shall commence such cure within such thirty (30) day period and shall thereafter diligently prosecute such cure to completion; or (iii) it files a petition in bankruptcy or suffers to be filed against Tenant an involuntary petition in bankruptcy or shall be adjudged voluntarily or involuntarily bankrupt or make any assignment for the benefit of creditors or should there be appointed a Receiver to take charge of the Tenant's business in the Premises either in State courts, or in the Federal courts, and the same is not dismissed within sixty (60) days.

b. Upon occurrence of any such Event of Default. Landlord may, at Landlord's option: (i) terminate and end this Lease and re-enter upon the Premises, whereupon the term hereby granted shall end and the Tenant shall become a Tenant at sufferance; or (ii) elect to declare the Rent for a period of six (6) months due and payable forthwith, and may proceed to collect the same either by distress or otherwise; or (iii) the Landlord may take possession of the Premises and rent the same for the account of the Tenant. The exercise of any of which options herein contained shall not be deemed the exclusive Landlord's remedy. The enumeration of the remedies accruing to the Landlord as hereinabove set forth shall not be deemed exclusive of any other or additional remedy or remedies which the law or this Lease may afford to Landlord against lessees in default.

8. **CASUALTY DAMAGE; ENJOYMENT:** Tenant shall immediately report to Landlord any

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damage or casualty to the Premises during this Lease. In the event the Premises shall be destroyed or damaged or injured by fire or other casualty during this Lease, whereby a portion of the Premises shall be rendered unusable by Tenant, then Landlord shall repair such unusable portion of the Premises, provided, however, that Landlord may decide to terminate this Lease if (a) the Premises destroyed or substantially damaged by a casualty not covered by Landlord's insurance, (b) be destroyed or rendered untenantable to an extent in excess of fifty percent (50%). If Landlord elects to repair, monthly Rent shall not be payable on the unusable portion of the Premises until repaired, but monthly Rent for the remainder of the Premises shall continue. In the event the Premises shall be destroyed or so damaged by fire or other casualty that it shall be rendered unusable for Tenant's use for more than one hundred eighty (180) days, then Tenant shall have the right to cancel this Lease after such one hundred eighty (180) days have lapsed.

9. **DAMAGE TO TENANT'S PROPERTY:** Tenant assumes all risk of any damage to Tenant's property that may occur by reason of water, fire, or hurricane, or other act of God.

10. **INSURANCE; INDEMNIFICATION:** Tenant agrees to maintain at all times during the effective period of this Lease insurance coverage with companies reasonably acceptable to Landlord for Comprehensive Commercial General Liability Insurance at not less than $2,000,000.00 Combined Single Limit and $3,000,000.00 Aggregate Limit for both bodily injury and property damage, and for Fire and Extended Coverage, Vandalism and Malicious Mischief at not less than $1,000,000.00. Landlord shall be named as an additional named insured with a certification furnished to Landlord that shall state that Landlord shall be given at least thirty (30) days written notice prior to any change, termination, or cancellation of any of the coverages indicated therein. Subject to the provisions of Section 768.28, Florida Statutes, Tenant shall indemnify and save harmless Landlord from and against all claims, suits, actions, damages and/or causes of action arising during the term or this Lease for any injury, loss of life and/or damage to property sustained in or about the Premises as a result of the Tenant's use or occupancy thereof, and from and against any orders, judgments, and/or decrees which may be entered thereon and from and against all costs, counsel fees, expenses and liabilities incurred in and about the defense of any such claims and the investigation thereof; provided however, that before Tenant shall become liable for said costs, counsel fees and expenses and liabilities, Tenant shall be given notice in writing that the same are about to be incurred and shall have the option itself to make the necessary investigation and employ counsel of Tenant's own selection (but reasonably satisfactory to the Landlord), for the necessary defense of any claims.

11. **LAWFUL USE:** Tenant shall not use the demised Premises for any unlawful purpose and there shall be full compliance by the Tenant of all City, County, State and Federal zoning and/or use regulations.

12. **HAZARDOUS SUBSTANCES:** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the Premises, is either: (a) potentially injurious to the public health, safety or welfare, the environment or the Premises, (b) regulated or monitored by any governmental authority, (c) a basis for liability of Landlord to any governmental agency or third party under any applicable statue or common law theory, or (d) defined as a Hazardous Substance under the U.S. Comprehensive Environmental Response Compensation Liability Act of 1980, as amended. Hazardous Substance shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil, or any products, by-products or fractions thereof. "Reportable Use" shall mean either (a) the installation or use of any above or below ground storage tank, and/or (b) the generation, possession, storage, use, transportation or disposal of a Hazardous Substance other than in the ordinary course of Tenant's permitted use of the Premises that requires a permit from or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority. Reportable Use shall also include the presence in, on or about the Premises of a Hazardous Substance caused by the Tenant (or its officers, affiliates, owners, employees,

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contractors or invitees) with respect to which any applicable law requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Tenant shall not engage in any activity in, on, or about the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Landlord and compliance in a timely manner (at Tenant's sole cost and expense) with all applicable laws. **Notwithstanding the foregoing, Tenant may, without Landlord's prior consent, but in compliance with all applicable laws, use any ordinary and customary materials in quantities reasonably required to be used in the normal operation of construction activities related to the Project.** If Tenant knows, or has reasonable cause to believe, that a Hazardous Substance, or a condition involving or resulting from same, has come to be located on, under or about the Premises, other than as previously consented to by Landlord, Tenant shall promptly give written notice of such fact to Landlord. Tenant shall also promptly give Landlord a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action or proceeding given to, or received from any governmental authority or private party, or persons entering or occupying the Premises, concerning the presence of any spill, release, discharge of or exposure to, any Hazardous Substance or contamination in, on or about the Premises, including by not limited to all such documents as may be involved in any Reportable Uses involving the Premises. Tenant shall indemnify, protect, defend and hold Landlord, its agents, employees, and its lenders, if any, and the Premises, harmless from and against any and all contamination or injury to person, property or the environment created by Tenant, its employees, agents, contractors or invitees, and all loss of rents and/or damages, liabilities, judgments, costs, claims, liens, expenses, penalties, permits and attorney's and consultant's fees (at all levels) arising out of or involving any Hazardous Substance or storage tank brought onto the Premises by or for Tenant or under Tenant's control (including contamination caused or contributed to by Tenant's owners, affiliates, officer's, employees, licensees or invitees). Tenant's obligations under this Paragraph shall survive the expiration or earlier termination of this Lease.

13. **EMINENT DOMAIN:** In the event that during the Term the entire demised Premises, or such substantial portion thereof as to render the remaining Premises unsuitable for Tenant's use, are acquired by any public or quasi-public authority by exercise of the power of eminent domain, the Lease shall terminate. If only a portion of the Premises are acquired by exercise of the power of eminent domain, such that the remaining portion of the Premises are suitable for Tenant's use, then the Rent shall be reduced in proportion to the loss of use of the Premises by Tenant, and this Lease shall continue otherwise in full force and effect. Tenant shall have a claim on any award or proceeds of Landlord for such eminent domain taking, but Tenant's claim shall be limited to the fair market value of the leasehold estate at the time of the taking.

14. **CARE OF PREMISES:** With respect to the use, occupancy or alteration of the Premises, Tenant shall be responsible, at its sole cost and expense, for compliance with the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of all federal, state and local governmental or quasi-governmental entity with jurisdiction over the Premises.

15. **NOTICE:** Any notice which is required or permitted to be given by either party under this Lease shall be in writing and must be given only by hand delivery or by nationally recognized overnight courier service at the addresses set forth in the preamble of this Lease. Each party shall further use reasonable efforts to provide the other party with a courtesy copy of any notice by fax and by electronic mail. Any such notice shall be deemed given on the earlier of two (2) business days after the date sent in accordance with one of the permitted methods described above or the date of actual receipt thereof, provided that receipt of notice solely by fax or electronic mail shall not be deemed to be delivery of notice hereunder.

16. **BROKERS:** Each of the Parties warrants and represents to the other that there is no real estate broker or other party expecting a commission for assisting with this Lease.

17. **SUBORDINATION; NONDISTURBANCE; ATTORNMENT:** Tenant accepts this Lease

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subject to any mortgage(s) (including without limitation, the notes or other obligations secured thereby and any and all renewals, modifications, consolidations, replacements or extensions thereof) now in existence or hereinafter made from time to time affecting the fee title or the leasehold estate to the Premises. Tenant grants such subordination subject to agreement of Landlord or its successor in title or mortgagee in possession that Tenant shall not be disturbed in its quiet enjoyment of the Premises during the term of this Lease if Tenant is not in default of the terms and conditions herein contained beyond any applicable notice and cure period. Tenant shall execute, acknowledge and deliver to the holder of any mortgage or to any of the parties to such instruments, upon demand by Landlord or such holder or by any such party, any releases, certificates, or other documents that may be required by Landlord or such holder or by such party for the purpose of evidencing the subordination of this Lease to such mortgages or instruments or to any renewals, modifications, consolidations, replacements or extensions thereof, in the event a sale under any mortgage (or any note or other obligation secured thereby) to which this Lease is subordinate, or a taking of possession of the Premises by the mortgagee or other person acting for or through the mortgagee under any mortgage to which this Lease is subordinate, then and upon the happening of any such event, Tenant shall attorn to and recognize as landlord hereunder the party who, but for this Lease, would be entitled to possession of the Premises. Tenant understands and agrees that the holder of any such mortgage upon the Premises shall not, in the event that such holder takes the position of mortgagee in possession or in the event that such holder becomes the owner of the Premises, be liable to Tenant for any act or failure to act of by Landlord at any time prior to such assumption of the position of mortgagee in possession.

18. **ESTOPPEL CERTIFICATES:** Tenant shall, at any time and from time to time, within ten (10) business days following written request from Landlord, execute, acknowledge, and deliver to Landlord a written statement certifying that this Lease is in full force and effect and unmodified (or, if modified, stating the nature of such modification), certifying the date to which rent reserved hereunder has been paid, the termination date of the Lease, that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or mortgagee of the property. Tenant's failure to deliver such statement within said ten (10) day period shall be conclusive upon Tenant that this Lease is in full force and effect and unmodified and that there are no uncured defaults in Landlord's performance hereunder.

19. **SURRENDER; HOLDOVER:** Tenant agrees to deliver and surrender to Landlord possession of the Premises upon expiration or this Lease, or its earlier termination as may be herein provided broom clean and in as good condition as at the commencement of this Lease, ordinary wear and tear and damage by fire and other elements excepted. Subject to coordination with Tenant so as to avoid disruption to Tenant's activities on the Premises, Landlord shall also have the right to enter upon the Premises for a period commencing one hundred and twenty (120) days prior to the end of the Term or earlier termination of this Lease for the purpose of exhibiting the Premises to prospective lessees or purchasers. If Tenant shall not immediately surrender possession of the Premises at the termination of this Lease, Tenant shall become a Tenant from month to month, provided rent shall be paid to Landlord, in advance, at 150% of the Rent amount payable hereunder just prior to the termination of this Lease.

20. **DISCHARGE OF LIENS; INABILITY TO BIND LANDLORD'S INTEREST:** Tenant shall not do or suffer anything to be done whereby the Premises may be encumbered by any liens or mechanics, laborers, or materialmen, chattel mortgage or any other liens. Furthermore, Tenant shall have no authority to create any lien for labor or material on or against the Premises, or any of Landlord's interest therein. Upon request by Landlord, Tenant agrees to execute and deliver to Landlord a formal notice to be recorded in the public records denoting this prohibition against any type of lien being placed upon Landlord's property. Tenant shall, whenever and as often as any such liens are filed, discharge the same of record within ten (10) business days after the date of filing by payment, bonding or otherwise as provided by law. In default of Tenant procuring the discharge of any such lien, Landlord may, with ten (10) days prior notice, procure discharge thereof by bonding or payment or otherwise, and all costs and expenses incurred by

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Landlord in obtaining such discharge shall be paid by Tenant as additional Rent within ten (10) days after notice from Landlord of the amount thereof. The obligations in this section shall survive the expiration or early termination of this Lease.

21. **JURISDICTION:** This Lease shall be governed by, construed and enforced in accordance with the laws of the State or Florida. The Parties hereto agree that any dispute or litigation arising out of or in connection with the terms, provisions and conditions of this Lease shall be brought in the state or federal courts in and for Miami-Dade County, Florida.

22. **LITIGATION COSTS:** In connection with any dispute or litigation arising out of this Lease, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' and paralegals' fees, at all levels.

23. **ENTIRE AGREEMENT:** This Lease, together with any exhibits and addenda, if any, appended hereto, represents the entire lease between the Parties and supersedes all prior negotiations, representations or agreements, either oral or written. This Lease may be amended only by written instrument signed by both Parties.

24. **MEMORANDUM OF LEASE:** This Lease shall not be recorded, but Landlord may, at Landlord's cost, record a Memorandum of Lease which shall describe the Premises and Lease term and such other terms as Landlord may deem desirable. Tenant shall execute at any and all times such instruments as may be reasonably requested for recording.

25. **MISCELLANEOUS**:

a. **Assigns**. All rights and liabilities granted to or imposed upon the Parties hereto shall extend to and bind the heirs, executors, administrators, successors and assigns of the Parties hereto. No rights, however, shall inure to the benefit of any assignee of Tenant other than a Permitted Transferee, unless such assignment has been approved by Landlord in writing as provided for in Section 6 hereof.

b. **Waiver**. One or more waivers of any breach or violation of any agreement, covenant or condition herein shall not be deemed to be a waiver of any subsequent violation or breach of the same or any other agreement, covenant or condition herein, and the subsequent acceptance of Rent or other payment due hereunder shall not be deemed to be a waiver of any preceding breach by Tenant, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of the acceptance of said Rent. No express covenant, term or condition of this Lease shall be deemed to have been waived by either party, unless such waiver be in writing.

c. **Force Majeure**. In the event either party hereto shall be delayed, hindered or prevented from the performance of any act required hereunder by reason of strikes, fire, explosion, lockouts, failure of power, governmental restrictions or regulations, unavailability of materials and/or labor, riots, insurrection, war or on account of any other condition or occurrence not the fault or within the reasonable control of the party so delayed, then the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, the provisions of this sub-section shall not operate to excuse Tenant from prompt payment of Rent or any other payment required under the terms of this Lease.

d. **No Partnership**. Landlord does not become a partner of Tenant in the conduct of its business or otherwise, or a joint venturer or a member of a joint enterprise with Tenant by virtue of this Lease.

e. **Captions and Numbers**. The captions and section numbers appearing in this Lease are inserted

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only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections, nor in anywise affect this Lease.

f. **Severability**. If any provision, covenant or condition of this Lease or any portion thereof applicable to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision, covenant or condition or any portion thereof to persons or circumstances other than those as to which it is held invalid or enforceable, shall not be affected thereby and each remaining provision, covenant or condition of this Lease shall be valid and shall be enforced the fullest extent permitted by law.

g. **JURY TRIAL WAIVER**. LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR SUCCESSORS IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY.

h. **No Waiver of Sovereign Immunity.** 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 Lease or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

26. **State Required Affidavits.** By entering into this Lease, the Landlord agrees to review and comply with the following state affidavit requirements:

a. Noncoercive Conduct Affidavit. Pursuant to Section 787.06(13), Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Lease, the Landlord acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

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INTENDING TO BE LEGALLY BOUND, the Parties hereto have executed this Lease on the day and year first above written.

LANDLORD: 7922 East Dr LLC

By:_____
Name:
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.

TENANT: NORTH BAY VILLAGE

By: _____
Frank Rollason, Village Manager

Attest:

By: _____
Alba L. Chang, CMC, Village Clerk

Approved as to form and legal sufficiency for the sole use and reliance of North Bay Village:

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

Addresses for Notice:
North Bay Village
Attn: Frank Rollason
Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
Villagemanager@nbvillage.com (email)

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)

DRAFT

ITEM NO. 10.G

North Bay Village
Recommendation Memorandum

DATE: September 16, 2025

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

FROM: Steven Buckland, Public Works Director

SPONSORED BY:

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO KIMLEY-HORN AND ASSOCIATES, INC. FOR SOIL MANAGEMENT PLAN SERVICES FOR THE 1851 GALLEON STREET COMMUNITY CENTER PROJECT IN AN AMOUNT NOT TO EXCEED $668,890.00 - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission ratify the Village Manager's approval of the proposal from Kimley-Horn and Associates for $668,890.00 for Soil Management Services at the Galleon Street Redevelopment Project.

BACKGROUND AND ANALYSIS

The proposed Resolution requests the Village Commission's consideration and approval of a work order submitted by Kimley-Horn and Associates to provide the services required by the Soil Management Plan (i.e., construction observation, dust monitoring, and reporting), as required by the Miami-Dade County Division of Environmental Resource Management (DERM).

On December 12, 2023, the North Bay Village Commission adopted Resolution No. 2023-161, approving the site plan for the Village-owned property at 1841–1851 Galleon Street and the adjacent Treasure Island Elementary School. This site is currently being redeveloped for the construction of a new Village Community Center. On March 13th, 2025, the Village entered into a Development Agreement with Project Football LLC to construct a Community Center on the Village's former Public Works site located at 1851 Galleon Street.

Per the Development Agreement, the Village is responsible for delivering a clean (contaminant-free) site. In preparation for this project, the Village completed a Phase II ESA, prepared by Properties Environmental Assessment & Remediation, Inc. (PEAR) on January

15, 2024. Results of the Phase II identified petroleum-contaminated soil and groundwater. Subsequently, a Soil Management Plan was prepared for the site and submitted to DERM for approval. Conditional approval from DERM was provided in August of 2024.

It is recommended that the Village Commission ratify the Village Manager's approval of the proposal from Kimley-Horn and Associates for $668,890.00 for Soil Management Services at the Galleon Street Redevelopment Project.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name Capital Projects-Parking Improvements-TIES
GL Line Item Number: #326-61-572-6200
Total Budget Allocated: $2,793,755
Encumbered Amount: $647,218
Remaining Balance: $1,645,039

G/L #326-61-572-6200 $688,890.00

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution WO Kimley-Horn-Soil Management Plan Services.DOCX
Exhibit A-Kimley-Horn Work Order 5.pdf

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO KIMLEY-HORN AND ASSOCIATES, INC. FOR SOIL MANAGEMENT PLAN SERVICES FOR The 1851 GALLEON STREET COMMUNITY CENTER PROJECT IN AN AMOUNT NOT TO EXCEED $668,890.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 12, 2023, the North Bay Village ("Village") Commission adopted Resolution No. 2023-155 selecting various consultants pursuant to Request for Qualifications No. 2023-005 (the "RFQ") for continuing professional general architectural and engineering services and authorizing the Village Manager to negotiate and execute agreements with the various consultants; and

WHEREAS, pursuant to the Resolution, on April 26, 2024, the Village entered into an agreement with Kimley-Horn and Associates, Inc. (the "Consultant") as one of the selected firms (the "Agreement"); and

WHEREAS, the Village is in the process of redeveloping Village-owned property located 1841-1851 Galleon Street for use as a Community Center (the "Project"); and

WHEREAS, on March 3, 2025, the Village Commission adopted Resolution No. 2025-041, authorizing the issuance of a work order to the Consultant for soil sampling, drafting of a site assessment report addendum, and preparation of updates to the soil management plan for the Project in an amount not to exceed $80,766; and

WHEREAS, a Soil Management Plan has since been prepared for both the eastern and western portions of the site, which was conditionally approved by the Miami-Dade County Division of Environmental Resource Management ("DERM") on August 12, 2024, and January 23, 2025, respectively; and

WHEREAS, the approved construction plans call for the installation of foundation piles on the western side of the site, thereby requiring implementation of the Soil Management Plan through construction observation, dust monitoring, and reporting, as required by DERM; and

WHEREAS, in order to implement the Soil Management Plan and comply with DERM requirements, it is necessary to authorize additional professional services to be

performed by the Consultant; and

WHEREAS, in accordance with the terms of the Agreement, the Consultant submitted a proposal to provide the services described in the Work Order attached hereto as Exhibit "A" that are needed for the Project (the "Services"); and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue a work order to Consultant to perform the Services for the Project, in substantially the form attached hereto as Exhibit "A," consistent with the Agreement previously entered into between the Village and Consultant in an amount not to exceed $668,890.00 (the "Work Order"); and

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

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

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

Section 2. Authorization. That the Village Commission hereby authorizes the Village Manager to issue the Work Order to Consultant to perform the Services for the Project, in substantially the form attached hereto as Exhibit "A.

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 Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this ___ day of September, 2025.

Rachael Streitfeld, 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. 05

Dated this 18th day of July 2025

NORTH BAY VILLAGE
PUBLIC WORKS DEPARTMENT

1851 Galleon Street Redevelopment Project

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and Kimley-Horn and Associates, Inc. authorized to transact business in Florida ("CONSULTANT"), is pursuant to the General Professional Engineering and Architectural Services Contract.

PROJECT DESCRIPTION

North Bay Village is looking to redevelop the parcel located at 1841 Galleon Street. Historically, the Client completed a Phase II ESA, prepared by Properties Environmental Assessment & Remediation, Inc. (PEAR) on January 15, 2024. Results of the Phase II identified petroleum contaminated soil and groundwater. Kimley-Horn has completed iterations of site assessment for soil and groundwater. Contaminants of concern in soil include arsenic, TRPH, and congeners of the benzo(a)pyrene group (BaPs). Additionally, arsenic and benzene were detected in shallow groundwater samples at concentrations exceeding their respective GCTLs/MCLs.

A Soil Management Plan has been prepared for both sides of the site, conditionally approved by DERM on August 12, 2024 and January 23, 2025, respectively. Construction plans call for the installation of foundation piles on the western side of the site. This Work Order has been prepared to provide the services required by the Soil Management Plan (i.e., construction observation, dust monitoring, and reporting), as required by the Miami Dade County Division of Environmental Resource Management (DERM).

Additionally, assessment activities are ongoing on the eastern portion of the site. Upon completion of soil assessment on the eastern side of the site, the remaining demolition of the wastewater treatment building and associated parking areas are to be conducted. This Work Order has been prepared to provide the services required by the Soil Management Plan (i.e., construction observation, dust monitoring, and reporting), as required by DERM.

GENERAL REQUIREMENTS

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.

Project Schedule

The CONSULTANT shall submit a final project schedule to the VILLAGE, for approval, within 10 business days after receiving the Notice to Proceed (NTP) and prior to beginning work. No work shall commence without an approved schedule. The CONSULTANT shall submit updated project schedules as required in the specific scope of services.

Permitting

The CONSULTANT shall coordinate with the VILLAGE, regulatory agencies, and any other government entity having an interest or jurisdiction, which may require permits for this project. No permitting services are included in this scope of work.

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT are as follows:

Task 1 – Contamination Assessment

The CONSULTANT previously conducted assessments throughout the Site, offsite on the northern adjacent property, and in the Right of Way adjacent to the south. Previous assessment identified contamination throughout the Site and offsite to the north and south

Task 1.1 Soil Sampling

CONSULTANT will contract with a licensed driller to advance up to forty-one (41) soil borings (see attached figure) around the previously identified contaminated soil boring locations to achieve delineation. The soil borings will be advanced using a GeoProbe® equipped with direct push technology (DPT rig) to the depth of groundwater, anticipated at approximately six (6) feet below land surface (bls), based on previously collected samples. Soil samples for laboratory analysis will be collected from the following depth intervals: land surface to 0.5 ft. and 0.5 feet to 2 feet, and every two (2) feet until the water table is intercepted. Soil for laboratory analysis will be collected into laboratory supplied containers, placed on ice, and shipped to a laboratory certified by the National Environmental Laboratory Accreditation Conference (NELAC). Sample analyses will be conducted using an iterative process. Soil samples collected closest to the previous soil boring will be analyzed first. Pending results of this round, additional rounds of samples will be analyzed, as needed to achieve delineation.

Based on previous findings and regulatory requirements, samples collected around soil borings KSB-21 W10, KSB-27 N10, KSB-27 NE10, KSB-32 S15, KSB-32 SE15, and KSB-23 SE30 will be analyzed for the following parameters:

- Polycyclic Aromatic Hydrocarbons (PAHs) by EPA Method 8270

Samples collected around soil borings KSB-22 W10, KSB-22 N10, and KSB-10 will be analyzed for the following parameters:

- Arsenic by EPA Method 6010
- Total Recoverable Petroleum Hydrocarbons (TRPH) by the FL-PRO Method

Samples collected around soil borings KSB-24 E10, KSB-2 N10, and KSB-2 E10 will be analyzed for the following parameters:

- Arsenic by EPA Method 6010

Task 1.2 Drainage Features Sampling

Drainage plans call for the installation of inlets and French drains on the western portion of the Site where the current park exists, and along the southern portion of the Site, parallel to the proposed pickleball courts. Per DERM's *Drainage Plans for Contaminated Sites* guidance, soil and groundwater sampling will be conducted along the location of the drainage features.

Task 1.2.1 Drainage Features Soil Sampling

CONSULTANT will contract with a licensed driller to install up to ten (10) soil borings (see attached figure) along the proposed drainage feature to characterize the soil that will be disturbed during construction activities. The soil borings will be installed using a GeoProbe® equipped with direct push technology (DPT rig) to the depth of groundwater, anticipated at approximately 6 feet bls, based on previously collected samples. Soil samples for laboratory analysis will be collected from the following depth intervals: land surface to 0.5 ft. and 0.5 feet to 2 feet, and every two feet until the water table is intercepted. Soil for laboratory analysis will be collected into laboratory supplied container, placed on ice, and shipped to a laboratory certified by the National Environmental Laboratory Accreditation Conference (NELAC). Samples will be analyzed for parameters that are associated with the remainder of the Site's identified contamination. The contaminants of concern throughout the site have previously been identified to contain arsenic, PAHs, and TRPH exceeding their applicable SCTLs. As such, the soil samples will be analyzed for the following parameters:

- Arsenic by EPA Method 6010
- TRPH by the FL-PRO Method

- PAHs by EPA Method 8270

Task 1.2.2 Drainage Features Groundwater Sampling

CONSULTANT will subcontract a licensed driller to install five (5) temporary groundwater monitoring wells along the proposed drainage features (see attached figure). Each well will be installed with a Geo-Probe® equipped with hollow stem augers (HSAs) and constructed of 1-inch diameter PVC to a depth of 12-15 feet below land surface. Each well will consist of 10 feet of 0.010-inch slotted screen interval, with a sand filter pack to above the screen and grout to the surface. Upon completion of well installation, the well will be developed until relatively clear and allowed to equilibrate prior to sampling. Each well will be purged and sampled according to Rule 62-160, F.A.C. and the FDEP SOPs (FS2200). Throughout the purging process, field parameters, including temperature, pH, specific conductivity, dissolved oxygen (DO), and turbidity will be measured and recorded on Groundwater Sampling Logs (Form FD 9000-24). Based on the requirements listed in DERM's *Drainage Plans for Contaminated Sites* guidance document, samples will be analyzed for the following parameters:

- Arsenic by EPA Method 6010
- TRPH by the FL-PRO Method
- PAHs by EPA Method 8270
- Benzene by EPA Method 8260

Investigative Derived Waste (IDW) will be placed in 55-gallon drums, labels as pending analysis, and stored on-site pending waste characterization and disposal.

Task 1.3 Reporting

CONSULTANT will prepare a Site Assessment Report Addendum outlining all sampling activities, including providing tables and site maps that illustrate the analytical results.

Task 2 – Construction Oversight

CONSULTANT will coordinate with the VILLAGE'S contractor to oversee the installation of building piles in the eastern side of the site. CONSULTANT will photo-document construction activities daily, monitor air quality, take measurements (as necessary), and ensure the SMP conditions are met. Based on the construction schedule provided by the site contractor, soil disturbance activities (line 16) are likely to take up to 184 days.

Task 3 –Dust Monitoring

CONSULTANT will contract with a local environmental equipment vendor to supply four (4) ambient dust monitors for the duration of soil disturbance activities (up to 184 days). This air monitoring program will be used for determining work practices, and Personal Protective

Equipment (PPE) for involved Site workers, as well as to evaluate the potential impacts to adjacent properties. Up to fifty (50) hours are included for troubleshooting any issues.

Total dust will be measured using four (4) passive air sampler monitors capable of measuring the mass concentration of dust in real time. Proposed air monitoring locations are depicted on **Figures 3 and 4** in the SMP. Each unit is also capable of sending an electronic text alarm whenever a user-defined level is exceeded. For this project, the alarm level will be programed to 0.150 mg/m^3. Data logging will also be set so that the instrument tags and time stamps collect data on a 15-minute time-averaged basis. In real time, the contractor will be able to assess significant increases in the particulate level in the work zone, so that control measures can be quickly implemented if action levels are exceeded.

Observed Particulates Concentration	Action
150% of background concentration	Advise Contractor to enhance dust controls measures
200% of background or 0.150 mg/m^3 (NAAQs for PM_{10}) over a 5-minute period or Downwind concentration > (0.26 mg/m^3 + upwind concentration)	Advise Contractor to suspend dust generating activity until corrective actions are implemented to reduce particulate emissions below the action level.

Notes: PM_{10} = particulate matter with an aerodynamic diameter of less than 10 micrometers
mg/m^3 = milligrams per cubic meter

Task 4 – Soil Management Reporting

Per DERM's August 12, 2024 conditional approval letter (Comment 1d), Quarterly Operating Reports (QORs) shall be submitted to DERM for review and approval. CONSULTANT will prepare the initial QOR to detail the piling installation and soil management activities conducted during the installation activities. The initial QOR for the West Portion / Phase I was submitted to DERM on December 17, 2024. Per DERM's January 24, 2025, review letter, Quarterly Soil Management Operating Reports (SMOR) will be submitted for the West Portion (Phase I) and the West Portion (Phase II) within ninety (90) days of commencement and every ninety (90) days until completion of earthwork activities (Comment 7 & 13). The report will be prepared and signed and sealed by a registered Professional Geologist in the State of Florida. For the purposes of this proposal, up to six (6) QORs are proposed under this amendment.

Task 5 – Soil Management Plan Implementation Report / Engineering Control and Maintenance Plan / Engineering Control Implementation Report / Certification of Construction Preparation

Per DERM's August 12, 2024 conditional approval letter (Comment 2) and DERM's January 23, 2025 conditional approval letter (Comments 14 & 15), several reports/certifications are required to be documented with DERM. Upon completion of soil management activities, an Engineering Control and Maintenance Plan (ECMP) shall be prepared, and a Contaminated Soil Management

Plan Implementation Report (SMPIR) shall be prepared to summarize the movement and handling of contaminated soils. Additionally, upon completion of the installation of the engineering controls (i.e., cap/foundation), an Engineering Control Implementation Report (ECIR) shall be provided that includes a survey of the engineering control boundary. Lastly, when construction and soil management activities are complete, a Certification of Construction (COC) shall be prepared to document soil management activities and engineering controls implementation. The ECIR and COC will be signed and sealed by a registered engineer in the State of Florida.

Task 6 – Engineering Control Verification Sampling and Analysis

Per DERM's August 12, 2024 conditional approval letter (Comment 4) and DERM's January 23, 2025 conditional approval letter (Comment 17), post-placement confirmation split-sampling (to be split with DERM staff) of the fill material and onsite soils utilized for the top two feet of the pervious engineering control shall be collected and analyzed. DERM requires an Engineering Control Verification Sampling and Analysis Plan be prepared and submitted with the final SMOR that provides sampling locations at a density that characterizes and ensures the fill material and soil in the top two feet of the pervious EC areas meet the applicable SCTLs. The locations where soils serving as an EC are placed shall be precisely located on scaled site figures and thoroughly documented in each SMOR, in addition to the final ECIR. Soil samples will be analyzed for the contaminants of concern for the site that have been identified during site assessment activities. Upon receipt of laboratory results of the verification sampling, a Verification Sampling Report will be prepared to document the sampling activities, results, and certification of clean fill. The report will be signed and sealed by a registered Professional Geologist in the State of Florida.

Task 7 – Declaration of Restrictive Covenant (DRC) Assistance

Per DERM's January 23, 2025 conditional approval letter (Comment 14), a Declaration of Restrictive Covenant (DRC) shall be prepared and submitted upon completion of redevelopment activities. The CONSULTANT will assist the VILLAGE'S counsel with the preparation of the document, providing the technical documents to complete the DRC package. For this proposal, up to 60 hours of a senior professional have been allotted to assist with the preparation of the DRC.

Task 8 – DERM Review Fees

DERM requires review fees for each document that is submitted for this project. For the purposes of this proposal, up to $25,000 has been allotted to pay review fees associated with the submittal of assessment and closure documents.

Task 9 – Meetings

For the purposes of this proposal, CONSULTANT proposes to include up to 100 hours for the Project Manager/Principal Geologist to hold meetings with the VILLAGE, their CONTRACTOR, and/or the regulatory agency (DERM).

Task 10 – Contingency

For the purposes of this proposal, CONSULTANT proposes to include a contingency budget of up to $50,000 for any out-of-scope work that may arise from the project that is not covered in the preceding tasks. This may include, but is not limited to, addressing agency responses, additional sampling, etc.

PROJECT ASSUMPTIONS

- VILLAGE and their contractors shall follow the requirements of the approved Soil Management Plans for each portion of the site.
- VILLAGE is conducting this scope of work for submittal to Miami-Dade DERM to satisfy site assessment requirements under Chapter 62-780, F.A.C. and Miami-Dade Code.
- VILLAGE will be responsible for proving the Engineering Control Boundary Survey for the DRC, ECMP, and ECIR.
- VILLAGE counsel will be responsible for preparation of the DRC upon completion of redevelopment activities.
- CONSULTANT will pay review fees on a direct pay basis (no markup).

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this Work Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The VILLAGE, as indicated in the MASTER AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT will provide our services as expeditiously as practicable.

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 in accordance with the methods of compensation provided in **Exhibit A**. For reference, the cost-to-complete amount is based on the total hourly rates payable by the VILLAGE, on an as-used basis for each of the CONSULTANT's employee categories, reimbursable expenses, and sub-consultant fees, if any, as shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

The CONSULTANT will provide the services in Tasks 1 through 10 on an hourly basis, for the cost-to-complete amount of $668,890.00.

A copy of the Village approved rate schedule is included in **Exhibit B.** A Proposed Sample Location Figure is provided in **Exhibit C**. Copies of the DERM Comment Letters are provided in **Exhibit D**.

VILLAGE CONTACTS

Requests for payments should be directed to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Marlon Lobban, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title, as stated above.**

Carlos Llamas
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
cllamas@nbvillage.com

Steven Buckland
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
sbuckland@nbvillage.com

CONSULTANT CONTACTS

Stefano Viola, PE
Kimley-Horn and Associates, Inc.
8201 Peters Road, Suite 2200
Plantation, FL 33324
Email: Stefano.Viola@kimley-horn.com
Phone: 954-535-5133
Cell: 305-785-2650

William Spinner, PG
Kimley-Horn and Associated, Inc.
201 North Franklin Street, Suite 1400
Tampa, Florida 33602
Email: Bill.Spinner@kimley-horn.com
Phone: 813-635-5522
Cell: 813-951-1351

VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

BY: _____
NAME: Frank Rollason
TITLE: Village Manager

BY:_____
NAME: Alba Chang, CMC
TITLE: Village Clerk

*Pursuant to § 36.25 - Procurement requirements of the Code of Ordinances of North Bay Village, Florida

APPROVED AS TO FORM:

BY:_____
NAME:WEISS, SEROTA, HELFMAN, COLE & BIERMAN, PL
TITLE: Village Attorney

CONSULTANT

WITNESSES:

Carlos Florian
[Witness print/type name]

Matt Brosman
[Witness print/type name]

(CORPORATE SEAL)

Kimley-Horn and Associates, Inc. a corporation authorized to transact business in Florida.

Stefano Viola, P.E.
[Print Name, check title]

☐ President ☒ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

ATTEST:

Secretary
George Balaban
[Print Name]

STATE OF Florida:
COUNTY OF Broward:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 18th day of July, 2025, by Stefano Viola as Vice President for Kimley-Horn and Associates, a North Carolina company (or corporation).

(SEAL) Notary Public State of Florida Carole A Wooley My Commission HH 627371 Expires 4/7/2029

Carole A Wooley (
Signature of Notary Public – State of Florida)

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification_____

Type of Identification Produced _____

Exhibit A – Fee Schedule

North Bay Village Redevelopment Property
STAFFING HOURS

North Bay Village Redevelopment Property
CLIENT: North Bay Village
ESTIMATOR: Bill Spinner 7/3/2025

DESCRIPTION:	Contract Type	Project Manager	Senior Engineer	Project Engineer	Environmental Specialist	Clerical	Expenses	Subcontractors	Line Total
Task 1 - Contamination Assessment	COST-TO-COMPLETE								$73,000.00
Task 2 - Construction Oversight									$250,000.00
Task 3 - Dust Monitoring									$66,200.00
Task 4 - Soil Management Reporting									$46,350.00
Task 5 - SMPIR/ECIR/COC Prep									$82,550.00
Task 6 - EC Verification Sampling and Analysis									$30,990.00
Task 7 - DRC Assistance									$16,800.00
Task 8 - DERM Review Fees									$25,000.00
Task 9 - Meetings									$28,000.00
Task 10 - Contingency									$50,000.00
TOTAL									**$668,890.00**

North Bay Village Redevelopment Property
STAFFING HOURS

North Bay Village Redevelopment Property								
CLIENT: North Bay Village								
ESTIMATOR: Bill Spinner					7/3/2025			
DESCRIPTION: HOURLY NOT-TO-EXCEED	Principal Engineer/Geologist	Senior Project Engineer	Project Engineer	Designer	Clerical	Expenses	Subcontractors	Line Total
Task 1 - Contamination Assessment								
Site Assessment			100			$22,500	$5,000	$43,000.00
Drainage Feature Sampling			20			$9,700	$6,400	$19,200.00
Reporting	10	10	20	15	10			$10,800.00
	10	**10**	**140**	**15**	**10**	**$32,200**	**$11,400**	
LABOR RATE ($/HOUR)	**280.00**	**215.00**	**155.00**	**120.00**	**95.00**	**1.00**	**1.00**	
SUBTOTAL	**$2,800.00**	**$2,150.00**	**$21,700.00**	**$1,800.00**	**$950.00**	**$32,200.00**	**$11,400.00**	
PAGE TOTAL	**$61,600.00**							**$73,000.00**

North Bay Village Redevelopment Property
STAFFING HOURS

North Bay Village Redevelopment Property								
CLIENT: North Bay Village								
ESTIMATOR: Bill Spinner					7/3/2025			
DESCRIPTION: HOURLY NOT-TO-EXCEED	Principal Engineer/Geologist	Senior Project Engineer	Project Engineer	Designer	Clerical	Expenses	Subcontractors	Line Total
Task 2 - Construction Oversight								
Oversight	50		1200			$50,000		$250,000.00
								$0.00
								$0.00
								$0.00
								$0.00
	50	**0**	**1,200**	**0**	**0**	**$50,000**	**$0**	
LABOR RATE ($/HOUR)	**280.00**	**215.00**	**155.00**	**120.00**	**95.00**	**1.00**	**1.00**	
SUBTOTAL	**$14,000.00**	**$0.00**	**$186,000.00**	**$0.00**	**$0.00**	**$50,000.00**	**$0.00**	
PAGE TOTAL	**$250,000.00**							**$250,000.00**

North Bay Village Redevelopment Property
STAFFING HOURS

North Bay Village Redevelopment Property
CLIENT: North Bay Village
ESTIMATOR: Bill Spinner 7/3/2025

DESCRIPTION: HOURLY NOT-TO-EXCEED	Principal Engineer/Geologist	Senior Project Engineer	Project Engineer	Designer	Clerical	Expenses	Subcontractors	Line Total
Task 3 - Dust Monitoring								
Dust Monitoring	20		120			$42,000		$66,200.00
								$0.00
								$0.00
								$0.00
								$0.00
	20	**0**	**120**	**0**	**0**	**$42,000**	**$0**	
LABOR RATE ($/HOUR)	**280.00**	**215.00**	**155.00**	**120.00**	**95.00**	**1.00**	**1.00**	
SUBTOTAL	**$5,600.00**	**$0.00**	**$18,600.00**	**$0.00**	**$0.00**	**$42,000.00**	**$0.00**	
PAGE TOTAL	**$66,200.00**							**$66,200.00**

North Bay Village Redevelopment Property
STAFFING HOURS

North Bay Village Redevelopment Property								
CLIENT: North Bay Village								
ESTIMATOR: Bill Spinner					7/3/2025			
DESCRIPTION: LUMP SUM	Principal Engineer/Geologist	Senior Project Engineer	Project Engineer	Designer	Clerical	Expenses	Subcontractors	Line Total
Task 4 - Soil Management Reporting								
Quarterly Operating Report (1) - Western Portion	5		30	10	5			$7,725.00
Quarterly Operating Report (2) - Western Portion	5		30	10	5			$7,725.00
Quarterly Operating Report (3) - Western Portion	5		30	10	5			$7,725.00
Quarterly Operating Report (1) - Eastern Portion	5		30	10	5			$7,725.00
Quarterly Operating Report (2) -Eastern Portion	5		30	10	5			$7,725.00
Quarterly Operating Report (3) -Eastern Portion	5		30	10	5			$7,725.00
	30	**0**	**180**	**60**	**30**	**$0**	**$0**	
LABOR RATE ($/HOUR)	**280.00**	**215.00**	**155.00**	**120.00**	**95.00**	**1.00**	**1.00**	
SUBTOTAL	**$8,400.00**	**$0.00**	**$27,900.00**	**$7,200.00**	**$2,850.00**	**$0.00**	**$0.00**	
PAGE TOTAL	**$46,350.00**							**$46,350.00**

North Bay Village Redevelopment Property
STAFFING HOURS

North Bay Village Redevelopment Property								
CLIENT: North Bay Village								
ESTIMATOR: Bill Spinner					7/3/2025			
DESCRIPTION: LUMP SUM	Principal Engineer/Geologist	Senior Project Engineer	Project Engineer	Designer	Clerical	Expenses	Subcontractors	Line Total
Task 5 - SMPIR/ECIR/COC Prep								
SMPIR Prep	25	30	50	10	10			$23,350.00
ECIR Prep	30	10	40	5	10			$18,300.00
COC Prep	30	20	40	5	10			$20,450.00
ECMP Prep	30	20	40	5	10			$20,450.00
	115	**80**	**170**	**25**	**40**	**$0**	**$0**	
LABOR RATE ($/HOUR)	**280.00**	**215.00**	**155.00**	**120.00**	**95.00**	**1.00**	**1.00**	
SUBTOTAL	**$32,200.00**	**$17,200.00**	**$26,350.00**	**$3,000.00**	**$3,800.00**	**$0.00**	**$0.00**	
PAGE TOTAL	**$82,550.00**							**$82,550.00**

North Bay Village Redevelopment Property
STAFFING HOURS

North Bay Village Redevelopment Property
CLIENT: North Bay Village
ESTIMATOR: Bill Spinner 7/3/2025

DESCRIPTION: LUMP SUM	Principal Engineer/Geologist	Senior Project Engineer	Project Engineer	Designer	Clerical	Expenses	Subcontractors	Line Total
Task 6 - EC Verification Sampling and Analysis								
EC Verification Sampling Plan Prep	10	25		5	2			$8,965.00
Sampling			20			$7,500	$4,300	$10,600.00
Report Prep	5	20	30	5	5			$11,425.00
								$0.00
								$0.00
	15	**45**	**50**	**10**	**7**	**$7,500**	**$4,300**	
LABOR RATE ($/HOUR)	**280.00**	**215.00**	**155.00**	**120.00**	**95.00**	**1.00**	**1.00**	
SUBTOTAL	**$4,200.00**	**$9,675.00**	**$7,750.00**	**$1,200.00**	**$665.00**	**$7,500.00**	**$4,300.00**	
PAGE TOTAL								**$30,990.00**

North Bay Village Redevelopment Property
STAFFING HOURS

North Bay Village Redevelopment Property
CLIENT: North Bay Village
ESTIMATOR: Bill Spinner 7/3/2025

DESCRIPTION: HOURLY NOT-TO-EXCEED	Principal Engineer/Geologist	Senior Project Engineer	Project Engineer	Designer	Clerical	Expenses	Subcontractors	Line Total
Task 7 - DRC Assistance								
DRC Assistance	60							$16,800.00
								$0.00
								$0.00
								$0.00
								$0.00
	60	**0**	**0**	**0**	**0**	**$0**	**$0**	
LABOR RATE ($/HOUR)	**280.00**	**215.00**	**155.00**	**120.00**	**95.00**	**1.00**	**1.00**	
SUBTOTAL	**$16,800.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
PAGE TOTAL	**$16,800.00**							**$16,800.00**

North Bay Village Redevelopment Property
STAFFING HOURS

North Bay Village Redevelopment Property
CLIENT: North Bay Village
ESTIMATOR: Bill Spinner 7/3/2025

DESCRIPTION: HOURLY NOT-TO-EXCEED	Principal Engineer/Geologist	Senior Project Engineer	Project Engineer	Designer	Clerical	Expenses	Subcontractors	Line Total
Task 8 - DERM Review Fees								
Review Fees						$25,000		$25,000.00
								$0.00
								$0.00
								$0.00
								$0.00
	0	**0**	**0**	**0**	**0**	**$25,000**	**$0**	
LABOR RATE ($/HOUR)	**280.00**	**215.00**	**155.00**	**120.00**	**95.00**	**1.00**	**1.00**	
SUBTOTAL	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$25,000.00**	**$0.00**	
PAGE TOTAL	**$25,000.00**							**$25,000.00**

North Bay Village Redevelopment Property
STAFFING HOURS

North Bay Village Redevelopment Property
CLIENT: North Bay Village
ESTIMATOR: Bill Spinner 7/3/2025

DESCRIPTION: HOURLY NOT-TO-EXCEED	Principal Engineer/Geologist	Senior Project Engineer	Project Engineer	Designer	Clerical	Expenses	Subcontractors	Line Total
Task 9 - Meetings								
Meetings	100							$28,000.00
								$0.00
								$0.00
								$0.00
								$0.00
	100	**0**	**0**	**0**	**0**	**$0**	**$0**	
LABOR RATE ($/HOUR)	**280.00**	**215.00**	**155.00**	**120.00**	**95.00**	**1.00**	**1.00**	
SUBTOTAL	**$28,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
PAGE TOTAL	**$28,000.00**							**$28,000.00**

North Bay Village Redevelopment Property
STAFFING HOURS

North Bay Village Redevelopment Property
CLIENT: North Bay Village
ESTIMATOR: Bill Spinner 7/3/2025

DESCRIPTION: HOURLY NOT-TO-EXCEED	Principal Engineer/Geologist	Senior Project Engineer	Project Engineer	Designer	Clerical	Expenses	Subcontractors	Line Total
Task 10 - Contingency								
Contingency						$50,000		$50,000.00
								$0.00
								$0.00
								$0.00
								$0.00
	0	**0**	**0**	**0**	**0**	**$50,000**	**$0**	
LABOR RATE ($/HOUR)	**280.00**	**215.00**	**155.00**	**120.00**	**95.00**	**1.00**	**1.00**	
SUBTOTAL	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$50,000.00**	**$0.00**	
PAGE TOTAL	**$50,000.00**							**$50,000.00**

Exhibit B – Village Approved Rate Schedule

Consultant Billing Rates

Job Classification	Rates
Principal Engineer	$280
Project Manager	$185
Senior Project Engineer	$250
Project Engineer	$155
Designer	$120
PIO/Communication Manager	$130
Architect	$225
Landscape Architect	$150
Construction Manager	$175
Traffic Engineer	$185
CEI Inspector	$135
GIS Specialist	$115
Surveyor	$180
CADD Technician	$115
Clerical/Admin	$95

CCNA Classified Position Descriptions

Principal Engineer

PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 20+ years of post registration experience. Consultant proposes if individual is in an enterprise oversight role (over resources and team).

Senior Project Engineer

PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 10+ years of post-registration experience. Individual is not discipline lead – in production role.

Project Engineer

PE (Out of state PE licensure is acceptable, however engineering work products can only be signed by a P.E.) w/ 5+ years of post-registration experience.

Landscape Architect

Registered. Not for use on CEI

Clerical/Admin

Entry level w/ HS degree or equivalent (Note: Invoice preparation and invoice submittal are not billable to the village

CADD *Technician*

Technical Certification and/or 2 yrs experience. Not for use on CEI

Surveyor

PSM with 10+ years post license experience.

Inspector

HS grad or equiv. plus 4 years exp. in constr. engineering inspection in roadway or bridge construction. Please refer to CEI Scope of Services for additional details.

Construction Manager

P.E. registered in the State of Florida (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) with 5 years general bridge construction experience. Refer to CEI Scope of Services for additional details. CEI Project Administrator (CC2) - Engineering, Engineering Technology, or Construction Management degreed requires 5 years general bridge construction experience. Refer to CEI Scope of Services for additional details, or for personnel without Engineering, Engineering Technology or Construction Management degrees, HS diploma or equiv. and 8 yrs of general bridge construction experience.

Environmental Specialist

M.S. Degree in Physical or Natural Science & 7 yrs exp, or a bachelor's degree in environmental science and 10 years of exp.

Architect

registered w/ 10+ years of post-registration experience.

Planner

Degree in planning or equivalent w/ 10+ years of experience

Traffic Engineer

Master's Degree in Natural Science, Engineering, Mathematics, Statistics, Computer Science, or related field plus five years of experience in data collection, data analysis, data mining, data quality control in analyzing data OR Bachelor's degree and 10 years exp.

Project Manager

PE (where appropriate) w/ 15+ years of post-registration experience

GIS Specialist

Degree in related field; or combination of education and experience

PIO/Communication Manager

H.S. graduate or equivalent, and 10+ years of public information experience.

Designer

15+ years of design experience, non-registered

Exhibit C – Proposed Sample Location Figure

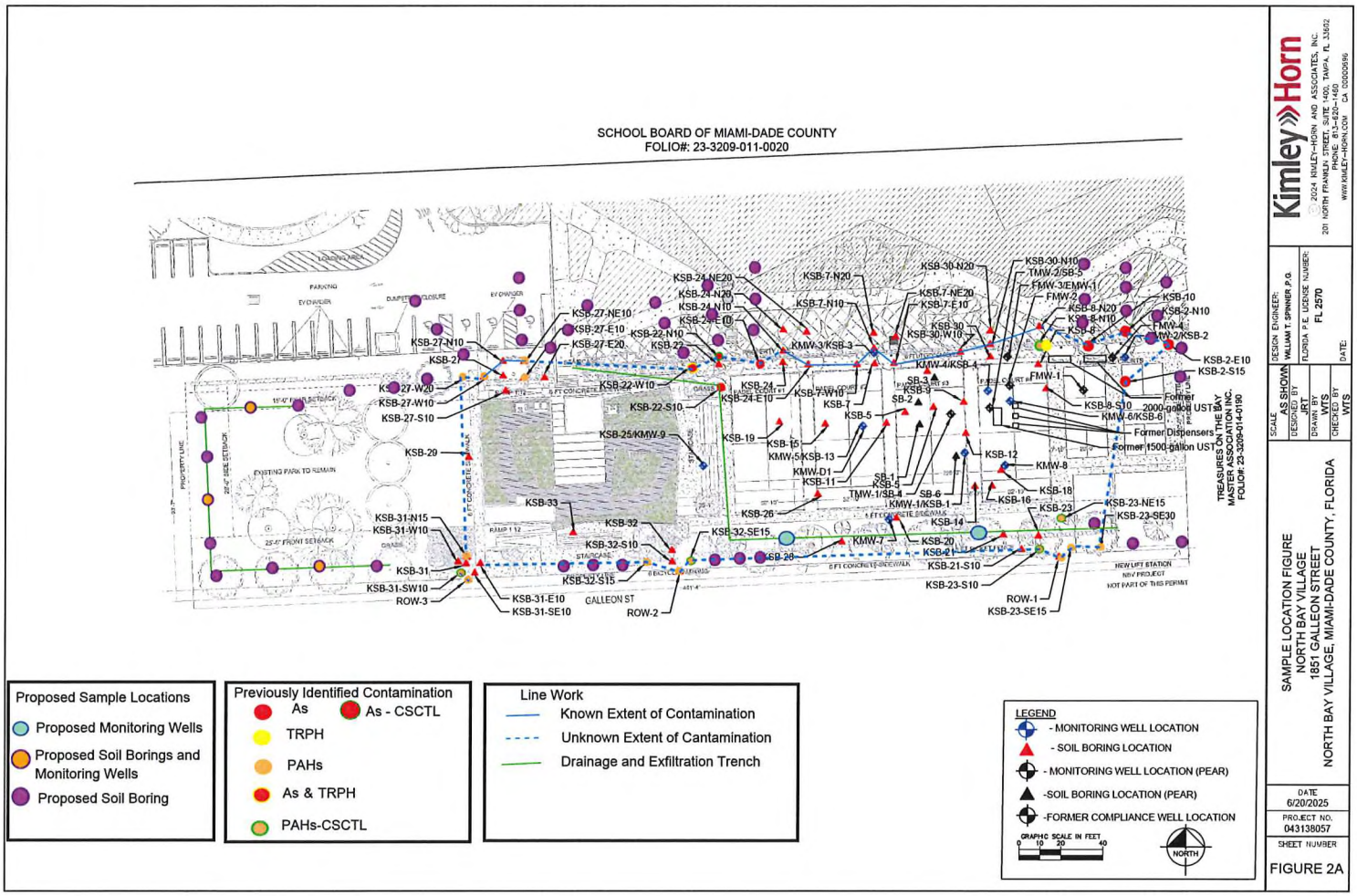

SCHOOL BOARD OF MIAMI-DADE COUNTY
FOLIO#: 23-3209-011-0020
KSB-24-NE20
KSB-24-N20
KSB-24-N10
KSB-24-E10
KSB-7-N20
KSB-7-N10
KSB-30-N20
KSB-30-N10
TMW-2/SB-5
FMW-3/FMW-1
FMW-2
KSB-7-NE20
KSB-7-E10
KSB-30
KSB-30-W10
KSB-8-N20
KSB-8-N10
KSB-10
KSB-2-N10
FMW-4
FMW-2/KSB-2
KSB-2-E10
KSB-2-S15
KSB-27-NE10
KSB-27-E10
KSB-27-E20
KSB-22-N10
KSB-22
KSB-27-N10
KSB-2
KMW-3/KSB-3
KMW-4/KSB-4
FMW-1
KSB-8-S10
KMW-6/KSB-6
Former 2000-gallon UST
Former Dispensers
Former 1500-gallon UST
KSB-27-W20
KSB-27-W10
KSB-27-S10
KSB-22-W10
KSB-22-S10
KSB-24
KSB-24-E10
KSB-7-W10
KSB-7
KSB-5
KSB-3
KSB-2
KSB-9
KSB-25/KMW-9
KSB-19
KSB-15
KMW-5/KSB-13
KMW-D1
KSB-11
KSB-1
KSB-5
TMW-1/SB-4
KSB-6
KMW-1/KSB-1
KSB-12
KMW-8
KSB-18
KSB-16
KSB-23
KSB-23-NE15
KSB-23-SE30
KSB-29
KSB-33
KSB-32
KSB-32-S10
KSB-32-S15
KSB-32-SE15
KSB-26
KSB-14
KMW-7
KSB-20
KSB-21
KSB-21-S10
KSB-23-S10
ROW-1
KSB-23-SE15
KSB-31-N15
KSB-31-W10
KSB-31
KSB-31-SW10
ROW-3
KSB-31-E10
KSB-31-SE10
GALLEON ST
ROW-2
TREASURES ON THE BAY MASTER ASSOCIATION INC. FOLIO#: 23-3209-014-0190
EXISTING PARK TO REMAIN
NEW LIFT STATION
NIV PROJECT
NOT PART OF THIS PERMIT
Proposed Sample Locations
Proposed Monitoring Wells
Proposed Soil Borings and Monitoring Wells
Proposed Soil Boring
Previously Identified Contamination
As
As - CSCTL
TRPH
PAHs
As & TRPH
PAHs-CSCTL
Line Work
Known Extent of Contamination
Unknown Extent of Cantamination
Drainage and Exfiltration Trench
LEGEND
- MONITORING WELL LOCATION
- SOIL BORING LOCATION
- MONITORING WELL LOCATION (PEAR)
-SOIL BORING LOCATION (PEAR)
-FORMER COMPLIANCE WELL LOCATION
GRAPHIC SCALE IN FEET
0 10 20 40
NORTH
Kimley»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
201 NORTH FRANKLIN STREET, SUITE 600, TAMPA, FL 33602
PHONE: 813-620-1460
WWW.KIMLEY-HORN.COM CA 00000696
DESIGN ENGINEER: WILLIAM T. SPINNER P.G. FLORIDA P.E. LICENSE NUMBER: FL 2570
DATE:
SCALE AS SHOWN
DESIGNED BY JRT
DRAWN BY MS
CHECKED BY WTS
SAMPLE LOCATION FIGURE
NORTH BAY VILLAGE
1851 GALLEON STREET
NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA
DATE 6/20/2025
PROJECT NO. 043138057
SHEET NUMBER
FIGURE 2A

Exhibit D – DERM Comment Letters

MIAMI-DADE COUNTY

Department of Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court, 4th Floor
Miami, Florida 33136-3912
T 305-372-6700 F 305-372-6982

miamidade.gov

August 12, 2024

Mr. Marlon Lobban, P.E., Public Works Director
City of North Bay Village
7903 East Drive
North Bay Village, Florida 33141-3310

CERTIFIED MAIL #7022 3330 0000 8675 5887
RETURN RECEIPT REQUESTED

RE: Site Assessment Report Addendum (SARA) for Construction of the Proposed Building and Soil Management Plan (SMP) including Dust Control Plan (DCP), Air Monitoring Plan (AMP) and Health and Safety Plan (HASP) Addendum dated July 11, 2024 and Conceptual Engineering Control Plan (ECP)/Sampling Plan (West Portion only/Phase I) dated July 29, 2024, submitted by Kimley-Horn and Associates, (Kimley-Horn) for the North Bay Village City Property (FDEP FAC ID #13/8944866, DERM UT-2645) located at, near, or in the vicinity of 1851 Galleon Street, North Bay Village, Miami-Dade County, Florida (Folio 23-3209-014-0200).

Dear Mr. Lobban:

The Pollution Remediation Section (PRS) of the Department of Regulatory and Economic Resources-Division of Environmental Resources Management (DERM) has reviewed the above-referenced documents received July 11, 2024 and July 29, 2024, respectively, and hereby offers the following comments:

1. The SMP including the DCP and AMP is hereby approved, and HASP accepted with the following conditions:

    a. This SMP including DCP, AMP and HASP is exclusively for the use of the Phase I activities on the western portion on the site and shall not be considered as approval for any other construction (i.e., Eastern Portion/Phase II of the project or the remaining playground area).

    b. DERM has no objection to the proposed air monitoring locations.

    c. Any excavated soil shall be treated as contaminated. If reused, it shall be placed under the building footprint (as stated in this document) or be stockpiled and properly labeled to be reused onsite under an engineering control (as acknowledged).

    d. Quarterly Operating Reports (QORs) shall be submitted to DERM. The reports shall include (as applicable), but not be limited to, the following:

        i. The total quantity of contaminated soil material excavated and reused during the reporting period.

        ii. The total quantity of imported fill material received during the reporting period, along with copies of manifests indicating the source of said material. Note that laboratory analytical results shall be required for any clean fill imported to the site with the exception of clean fill obtained from a rock mining quarry. DERM approval is required prior to the reuse of imported fill other than clean fill from quarries. Note that the trucking manifest indicating the location of origin of clean fill received from rock mining quarries shall be provided.

        iii. The total quantity of contaminated soils, including muck material and any soils with olfactory and visual evidence of contamination (i.e., stained or saturated) or suspected hazardous material/waste encountered), disposed offsite to a licensed operator.

iv. Copies of characterization results provided to the landfill operator in support of any disposed soil.

v. Tracking records for all soils handled (contaminated and imported), including updated stockpile volume and configuration (e.g. stockpile location, updated GPS coordinates, stockpile volume, area of footprint, etc.). Photographic documentation of signage provided to alert onsite personnel to the nature and proposed use of each stockpile.

The first QOR shall be submitted within ninety (90) days of the commencement of soil earthwork and every ninety (90) days thereafter.

2. A Certification of Completion (COC), signed and sealed by a State of Florida registered professional engineer, shall be submitted to the EMRD for review and approval within thirty (30) days of the completion of all the SMP activities (covered under this approval). Said certification shall include, but not be limited to, the following:

   a. The total quantity of contaminated soil material excavated, if applicable.

   b. A summary of total quantities of contaminated soil re-used on site.

   c. The total quantity of any additional imported clean fill material received to the site, along with copies of manifests indicating the source of said material, if applicable. DERM approval is required prior to the reuse of imported fill other than virgin clean fill from quarries. Note that the trucking manifest indicating the location of origin of virgin clean fill (including a description of the material type) received from rock mining quarries, shall be provided.

   d. The total quantity of contaminated soils, solid waste, and any soils with evidence of contamination (i.e., stained, or saturated) or suspected hazardous material/waste encountered disposed offsite using a licensed operator shall be provided along the pertinent disposal documentation, as applicable.

   e. Copies of characterization results provided to the permitted landfill operator in support of any disposed soil, or offsite soil reuse, as applicable.

   f. Copies of characterization results in support of any soil re-use onsite, as applicable.

   g. Tracking records (e.g., using GPS coordinates, etc.) for all soils handled and reused (contaminated and imported).

   h. If any pervious areas not subject to sampling are excavated or backfilled prior to placing clean fill material/engineering controls atop them, the Certification of Completion of Engineering Controls Implementation shall include the base and final elevation surveys, prepared by a Florida-licensed surveyor, with sufficient elevation points in the pervious areas along with cross section details illustrating the following:

   i. Thickness of reused or clean fill material in the pervious areas.

      i. The depth of any excavation deemed necessary to accommodate the placement of the required 2 ft of clean fill/engineering controls.

      ii. Stockpile volume(s) and configuration (e.g., stockpile location, area of footprint, etc.), along with characterization details (i.e., number of samples, depth, and height of sampling collection in the stockpiles).

iii. A site plan to scale (with a bar scale included) depicting the different types of engineering controls used at the property.

iv. Photographic documentation including, but not limited to, stockpiles, signage provided to alert onsite personnel to the nature and proposed use of each stockpile, placement of engineering controls, etc.

3. Prior to the commencement of earthwork, the following shall be required:

   a. The source of water to be used for dust control wetting application.

   b. An acknowledgement letter signed by the general contractor for the site, stating that they have received, read, and understand the requirements of the SMP shall be provided to DERM.

4. Please be advised that the Environmental Monitoring and Restoration Division (EMRD) requires post-placement verification sampling (to be split with DERM staff) of the fill material and onsite soils utilized for the top two feet of the pervious EC. Therefore, an EC Verification Sampling and Analysis plan shall be provided with the final QOR. The number of verification samples should be at a density which characterizes and ensures the fill material and soil in the top two feet of pervious EC areas meets the applicable SCTL(s). The plan shall include a scaled site figure with the proposed verification sampling locations overlaid with the engineering controls. The verification sampling and analysis plan shall indicate that DERM (DERMPCD@miamidade.gov) and the DERM technical reviewer (Tammy Welch(welcht@miamidade.gov) shall be notified in writing a minimum of seven (7) working days prior to the implementation of the verification sampling for scheduling of the split samples. The DERM file number shall be included on all notifications. DERM staff splitting the samples reserves the right to request additional samples at specific and/or randomly selected locations during the sampling event. The locations where soils serving as an EC are placed shall be precisely located on scaled site figures and thoroughly documented in each QOR, in addition to the final Soil Management Plan Implementation Report (SMIR)/Certification of Completion (COC).

   Notwithstanding the verification required for clean soil cap engineering controls described above, DERM reserves the right to request verification sampling, and splitting of samples by DERM, of all material deemed to be clean fill to be used elsewhere on the site in the future (e.g., exfiltration trenches, below the water table and/or one foot October high water table, detention or retention features, etc.).

5. DERM PRS has no objection to the proposed ECP for the site. Once all engineering controls (ECs) are placed, submittal of an Engineering Control Implementation Report/As-Builts shall be required along with the requested COC (Comment #2 above). Note that DERM's approval of the EC Certification/COC will be granted based upon the documentation submitted along with the EC Certification/COC and the confirmation sampling conducted at the property. Please note that for pervious/openground areas, if 1 foot of clean fill is intended to be used as an EC along with a liner, the following shall apply:

   a. A high visibility geotextile liner of at least 6oz weight (weight is site specific contingent upon site conditions and requirements of infiltration) overlain by one foot of fill with a minimum of six inches above the liner being compacted to 80-85% is required.

   b. If the liner and/or compaction varies from the above, higher frequency of inspections may be required.

6. Please note that all construction plans shall include the following environmental notes:

    a. A statement acknowledging the approved SMP, as follows: "All work shall be conducted in accordance with the requirements and conditions of the Soil Management Plan (SMP) dated July 11, 2024 (received July 11, 2024), along with supplemental information dated and received via electronic mail through July 29, 2024, approved by DERM August 12, 2024".

    b. Work shall follow all applicable safety requirements (e.g., OSHA, etc.) and notification shall be provided to the appropriate agencies.

    c. If contaminated soils are excavated during construction, they require proper handling and disposal in accordance with the local, state, and federal regulations.

7. As previously stated in the DERM June 17, 2024 letter, this document has been reviewed for the purpose of the building construction on the west side of the property only and does that constitute an approved site assessment report addendum (SARA) or address drainage. Therefore, note the following:

    a. The requirements for the full site assessment report, as acknowledged in this document are still pending (as acknowledged).

    b. For drainage, a plan shall be submitted under separate cover, which meets the DERM Drainage Minimum Requirements for submittal (see attached). Note that groundwater sampling shall be required in areas of proposed drainage recharge.

Be advised that the scope of work provided by the PRS review is limited to evaluate the location of drainage systems in reference to contaminated areas. Additional approval from other departments, and/or sections and other governmental agencies having jurisdiction over the scope of work must be obtained, as applicable, prior to the implementation of the project (e.g., DERM Water Control, etc.).

Any person aggrieved by any action or decision of the DERM Director may appeal said action or decision to the Environmental Quality Control Board (EQCB) by filing a written notice of appeal along with submittal of the applicable fee, to the Code Coordination and Public Hearings Section of DERM within fifteen (15) days of the date of the action or decision by DERM.

Be advised any portion of the site to be sold, transferred or dedicated (including for public right-of-way) shall be identified, and the receiving entity must be made aware of the contamination and accept any conveyance. If soil contamination, groundwater contamination, solid waste and/or methane will be addressed via a No Further Action with Conditions (See Institutional Control Guidance at https://www.miamidade.gov/environment/library/instructions/risk-based-corrective-action.pdf and https://floridadep.gov/waste/waste/content/institutional-controls-procedures-guidance), each individual property owner will have to execute a restrictive covenant and each receiving entity must accept all applicable restrictions and responsibilities that are required following transfer of ownership. Please note that nothing stated herein may be interpreted to limit or restrict an engineer's or other professional's responsibility to prepare plans accurately and completely for proposed rights-of-way as well as any other projects or plans. For proposed dedications, any soil, groundwater or surface water contaminants or solid waste and/or methane must be disclosed to the receiving County or Municipality applicable department at the earliest stage possible; the presence of any such contamination and/or solid waste and/or methane impacts or a delay in disclosure of such contamination or impacts could result in the County declining to accept the proposed dedication, the need for the developer to reconfigure or change previously approved site plans, or other changes to the proposed development.

If you have any questions concerning the above, please contact Tammy Welch of the PRS of DERM at welcht@miamidade.gov.

Sincerely,

Tammy Welch for

Wilbur Mayorga, P.E., Chief
Environmental Monitoring & Restoration Division

WM/tw

ec: Ralph Rosado, North Bay Village, Rrosado@nbvillage.com
Carlos Llamas, North Bay Village, cllamas@nbvillage.com
William Spinner, P.G., Kimley-Horn, Bill.Spinner@kimley-horn.com
Scott Wojcicki, Alexis Neilsen, DERM

MIAMI-DADE COUNTY

Department of Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court, 4th Floor
Miami, Florida 33136-3912
T 305-372-6700 F 305-372-6982

miamidade.gov

January 23, 2025

Mr. Marlon Lobban, P.E., Public Works Director
City of North Bay Village
7903 East Drive
North Bay Village, Florida 33141-3310

CERTIFIED MAIL #7022 2410 0002 9336 6027
RETURN RECEIPT REQUESTED

RE: Soil Management Plan (SMP)/Dust Control Plan (DCP) and Health and Safety Plan (HASP) dated December 16, 2024 and prepared by Kimley-Horn and Associates, Inc. (Kimley-Horn) for the North Bay Village City Property (FDEP FAC ID #13/8944866, DERM UT-2645) located at, near, or in the vicinity of 1851 Galleon Street, North Bay Village, Miami-Dade County, Florida (Folio 23-3209-014-0200).

Dear Mr. Lobban:

The Environmental Monitoring and Evaluation Section (EMES) of the Department of Regulatory and Economic Resources – Division of Environmental Resource Management (DERM) has reviewed the above-referenced documents received December 17, 2024. EMES approves the SMP and DCP with the following comments and conditions:

1. EMES acknowledges that contaminated soils are to be addressed through No Further Action with Conditions (NFAC) via engineering and institutional controls and that contaminated soils are proposed to be reused on-site beneath concrete slabs (i.e., the community center building foundation, tennis courts, or pickleball courts), and/or a minimum of 2 ft. of clean fill (or one foot of clean fill underlain by a high visibility geotextile fabric over the impacted soil) at green areas.

2. EMES acknowledges that Figure 2 of the SMP provides a concept plan depicting the proposed engineering controls (ECs). However, the Engineering Control Plan (ECP) shall be revised to include the following:
    a. A figure which includes all historical soil sampling locations (labeled), all historical monitoring wells (labeled), and the contaminants of concern plume(s),
    b. A figure depicting the boundary of the ECs which shall also be identified and labeled as "Boundary of Engineering Control".
    c. A legend which clearly shows the type of EC in each area (e.g., two feet of clean fill, one foot of clean fill over geotextile liner, building pad, concrete, etc.).

3. Please be advised that Section 3.7 of the SMP states that soils left in place in landscaped area shall be comprised of one foot of clean backfill underlain by a visible liner/structure or two feet of clean backfill to prevent exposure to underlying impacted soils left in place whereas Section 5.0 of the SMP states that landscaped areas within the contaminated area will be comprised of two feet of clean fill underlain with an impervious liner/structure. Please clarify this discrepancy in the ECP.

4. The ECP shall include the specifications of the geotextile liner proposed to be used under one foot of clean fill for DERM approval prior to implementation. Please note, the bottom six inches of the one foot of fill material shall meet or exceed 85% compaction. The log compaction ratio will need to be checked (via nuclear gauge) to make sure the appropriate compaction is attained. This information shall be provided in the monthly SMP Operating Reports or the Engineering Control Implementation Report (ECIR), as applicable.

5. EMES acknowledges that contaminated soils shall not be backfilled in the areas within 20 ft. of any site boundary and shall be placed at least 1 ft. above the highest October water table elevation and away from all proposed drainage structures (i.e., exfiltration trenches, retention areas, etc.).

6. Please be advised that soils with olfactory and/or visual evidence of new contamination or suspected hazardous material/waste shall be properly segregated, handled, characterized, and disposed. However, be advised that EMES shall be notified of the presence of such soils within twenty-four hours of discovery and that additional assessment may be required.

7. EMEs acknowledges that, as proposed, stockpiled soil shall be tracked using unique identifiers and GPS coordinates. In addition, stockpiles shall be tracked from their origin to their final destination and tracking details shall be provided as a table and depicted on a scaled site map and included in the quarterly Contaminated Soil Management Plan Operating Reports (see Comment 13 below).

8. EMES acknowledges that, as proposed, contaminated stockpiled soil shall be placed on polyethylene sheeting (i.e., Visqueen) or a plastic liner and covered with a secured reinforced polyethylene sheeting. EMES further acknowledges that temporary stockpiling of excavated contaminated soils shall not exceed ninety (90) calendar days, unless otherwise ordered by the Director or the Director's designee. Prior to the expiration of the ninety (90) day period, if soils are not reused, soils shall be disposed of in accordance with Section 24-44, Code of Miami-Dade County (the Code).

9. EMES acknowledges that soils which cannot be reused on-site will be transported off-site to an approved landfill and that there shall be no reuse of contaminated soils off-site. Please be advised that soils which will be disposed of off-site at a landfill shall be characterized for proper disposal as required by the disposal facility.

10. EMES acknowledges that clean fill from a DERM approved source may be imported. Please note that clean fill material that is not generated from a Miami-Dade County quarry shall be characterized in accordance with Miami-Dade County's Soil Reuse Guidance before being approved as backfill material at the subject site.

11. Be advised that contractors working at the site shall be notified of the requirements of the SMP. Prior to commencement of earthwork activities, EMES requires a signed letter of acknowledgement from the general contractor for the site, stating that they have received, read, and understand the terms and conditions of the SMP.

12. EMES does not object to the methods proposed for site/contaminant control or to prevent dust emissions. However, please be advised of the following:
    a. Municipal water shall be utilized for dust suppression, or the appropriate sampling for any alternate water source shall be conducted with the results submitted to EMES for review and approval.
    b. Wet sweeping or the wetting down of soil stockpiles or soils loaded into trucks shall not cause the spread of contamination via impacts to storm drains, unimpacted areas, etc.
    c. The spraying of water onto contaminated soils being loaded into trucks and soil stockpiles shall be accomplished using low flow sprayers.
    d. Vehicle rinse water shall be collected at the entrance/egress areas of the site. Rinse water which has accumulated and not evaporated by the end of each day shall be drummed for profiling and proper disposal.
    e. As proposed, during non-working hours, soil stockpiles shall be covered with polyethylene sheeting (i.e., Visqueen) to minimize dust from being generated.

13. Please be advised that Soil Management Operating Reports (SMORs) shall be submitted to EMES on a quarterly basis. Each SMOR shall include pertinent information relating to the excavation, stockpiling, and movement of soils on-site and shall include an updated completion timeframe for earthwork activities.

Clean fill tickets and disposal manifests for the respective quarter shall be included along with details of soil volume disposed and/or volume of clean fill imported, as applicable. Each SMOR shall be submitted along with the technical review fee ($400 for a Quarterly SMOR, plus a 7.5% RER surcharge of $30).

14. Please be advised that an Engineering Control and Maintenance Plan (ECMP) and a Declaration of Restrictive Covenant shall be prepared and submitted for the subject site upon completion of the soil management activities and the redevelopment. Additionally, please note a Contaminated Soil Management Plan Implementation Report (SMPIR), along with a review fee of $600 plus a 7.5% RER surcharge, shall be submitted to DERM that summarizes the movement and handling of contaminated soils (scaled figures, summary tables, etc.), including tracking information and documentation for any clean fill brought to the site or soil disposed off-site.

15. Be advised that within sixty (60) days of engineering control implementation, an Engineering Control Implementation Report (ECIR) shall be provided to DERM. The ECIR shall include a survey and Engineering Control Map with the corners of the Engineering Control Boundary labeled with the state plane coordinates system or geographical coordinates. Note that a representative number of coordinates and/or a survey shall be provided for areas of the property where a change in the type of engineering control occurs (e.g., areas with two feet of clean fill next to building pad, etc.), if applicable. The pending ECIR shall be signed and sealed by a P.E., registered in the State of Florida, and it must include a statement by the signing P.E. that "to the best of his or her knowledge, the engineering controls are consistent with commonly accepted engineering practices, and are appropriately designed for their intended purposes, and have been implemented."

16. Please note that all construction and drainage plans shall include an acknowledgment statement citing the SMP date, the company that prepared the document, and EMES's approval date on said plans. Additionally, the following environmental notes shall be included on all construction plans (e.g., drainage, building, etc.).
    a. Work shall follow all applicable safety requirements (e.g., OSHA, etc.) and notification shall be provided to the appropriate agencies.
    b. If contaminated soils are excavated during construction, they require the proper handling and disposal in accordance with local, state, and federal regulations.

17. Please be advised that the Environmental Monitoring and Restoration Division (EMRD) requires post-placement verification sampling (to be split with DERM staff) of the fill material and on-site soils utilized for the top two feet (or top one foot over geotextile liner) of the pervious EC. Therefore, an EC Verification Sampling and Analysis plan shall be provided with the final SMOR. The number of verification samples should be at a density which characterizes and ensures the fill material and soil in the top two feet of pervious EC areas meets the applicable SCTL(s). The plan shall include a scaled site figure with the proposed verification sampling locations overlaid with the engineering controls. The verification sampling and analysis plan shall indicate that DERM (DERMPCD@miamidade.gov) and the EMES technical reviewer (Scott Wojcicki (scott.wojcicki@miamidade.gov)) shall be notified in writing a minimum of seven (7) working days prior to the implementation of the verification sampling for scheduling of the split samples. The DERM file number shall be included on all notifications. DERM staff splitting the samples reserves the right to request additional samples at specific and/or randomly selected locations during the sampling event. The locations where soils serving as an EC are placed shall be precisely located on scaled site figures and thoroughly documented in each SMOR, in addition to the final ECIR.

    Notwithstanding the verification required for clean soil cap engineering controls described above, DERM reserves the right to request verification sampling, and splitting of samples by DERM, of all material deemed to be clean fill to be used elsewhere on the site in the future (e.g., exfiltration trenches, below the water table and/or one foot October high water table, detention or retention features, etc.).

18. Please be advised that at the time of approving the construction plans for this project, the Pollution Remediation Section will place a hold on the Certificate of Occupancy (or Use) until the certification of the engineering controls (inclusive of the required confirmation sampling) is approved by DERM.

19. A revised HASP signed by a certified industrial hygienist shall be submitted to DERM prior to commencement of earthwork activities that includes, at a minimum, an analytical summary table that lists the highest documented concentration of soil contaminants of concern (i.e., Arsenic and PAHs) and their associated exposure limits, both under Section 24-44 of the Code, direct exposure limits and any applicable occupational exposure limits (e.g., OSHA PEL, NIOSH REL, etc.).

Therefore, within ninety (60) days of receipt of this letter, submit a revised HASP and ECP addressing the comments above, along with a review fee of $430.00 ($40.00 review fee and $30.00 RER surcharge). Additionally, within ninety (90) days of commencement of SMP implementation, submit the first Quarterly Soil Management Operating Report, along with a review fee of $430.00 ($40.00 review fee and $30.00 RER surcharge). Technical Reports (assessment, remediation, etc.) should be submitted via email to DERMPCD@miamidade.gov. For files too large for electronic transmittal, please utilize a Drop-Box or other equivalent FTP link.

Any portion of the site to be sold, transferred, or dedicated (including for public right-of-way) shall be identified, and the receiving entity must be made aware of the contamination and accept any conveyance. If soil contamination, groundwater contamination, solid waste and/or methane will be addressed via a No Further Action with Conditions, each individual property owner will have to execute a restrictive covenant and each receiving entity must accept all applicable restrictions and responsibilities that are required following transfer of ownership. Please note that nothing stated herein may be interpreted to limit or restrict an engineer's or other professional's responsibility to prepare plans accurately and completely for proposed rights-of-way as well as any other projects or plans. For proposed dedications, any soil, groundwater or surface water contaminants or solid waste and/or methane must be disclosed to the receiving County or Municipality applicable department at the earliest stage possible; the presence of any such contamination and/or solid waste and/or methane impacts or a delay in disclosure of such contamination or impacts could result in the County declining to accept the proposed dedication, the need for the developer to reconfigure or change previously approved site plans, or other changes to the proposed development.

DERM has the option to split any samples deemed necessary with the consultant or laboratory at the subject site. The consultant collecting the samples shall perform field sampling work in accordance with the Standard Operating Procedures provided in Chapter 62-160, FAC, as amended. The laboratory analyzing the samples shall perform laboratory analyses pursuant to the National Environmental Laboratory Accreditation Program (NELAP) certification requirements. If the data submitted exhibits a substantial variance from DERM split sample analysis, a complete resampling using two independent certified laboratories will be required.

DERM shall be notified in writing a minimum of three (3) working days prior to the implementation of any sampling or field activities. Email notifications shall be directed to DERMPCD@miamidade.gov. Please include the DERM file number on all correspondence.

Be advised that failure to comply with the above orders may result in enforcement action for this site.

Any person aggrieved by any action or decision of the DERM Director may appeal said action or decision to the Environmental Quality Control Board (EQCB) by filing a written notice of appeal along with submittal of the applicable fee, to the Code Coordination and Public Hearings Section of DERM within fifteen (15) days of the date of the action or decision by DERM.

If you have any questions concerning the above, please contact Scott Wojcicki (Scott.Wojcicki@miamidade.gov) of the Environmental Monitoring and Evaluation Section at (305) 372-6700.

Sincerely,

Wilbur Mayorga, P.E., Chief
Environmental Monitoring & Restoration Division

sw

ec: Frank Rollason, North Bay Village, villagemanager@nbvillage.com
Carlos Llamas, North Bay Village, cllamas@nbvillage.com
William Spinner, P.G., Kimley-Horn, Bill.Spinner@kimley-horn.com
Tammy Welch, DERM

ITEM NO. 10.H

North Bay Village
Recommendation Memorandum

DATE: September 16, 2025

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

FROM: Steven Buckland, Public Works Director

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING AND AUTHORIZING EXPENDITURES TO CHIN DIESEL, INC. FOR SOIL REMOVAL SERVICES IN AN AMOUNT NOT TO EXCEED $200,000; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission ratify of the Village Manager's approval for expenditures associated with contaminated soil disposal services with Chin Diesel at the Village Community Center site in an amount not to exceed $120,000.00, and add an additional amount of $80,000.00 as later deemed necessary by staff for a total amount not to exceed $200,000.00.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's ratification of expenditures related to contaminated soil disposal services at the Village Community Center performed by Chin Diesel in an amount not to exceed $200,000.

On December 12, 2023, the North Bay Village Commission adopted Resolution No. 2023-161, approving the site plan for the Village-owned property at 1841–1851 Galleon Street and the adjacent Treasure Island Elementary School. This site is currently being redeveloped for the construction of a new Village Community Center. On March 13th, 2025, the Village entered into a Development Agreement with Project Football LLC to construct a Community Center on the Village's former Public Works site located at 1851 Galleon Street. Per the Development Agreement, the Village is responsible for delivering a clean (contaminant-free) site.

In preparation for this project, the Village completed a Phase II Environmental Site Assessment (ESA), prepared by Properties Environmental Assessment & Remediation, Inc.

(PEAR) on January 15, 2024. The assessment identified petroleum-contaminated soil and groundwater on-site. As a result, a Soil Management Plan was developed and submitted to the Department of Environmental Resources Management (DERM) for approval, which was granted in August 2025.
Per the Village's requirements, all contaminated soil and debris must be managed in accordance with the protocols and recommendations outlined in the Soil Management Plan prepared by Kimley-Horn. This includes proper handling, transportation, and disposal.

On April 15, 2025, the Village entered into a contract with Chin Diesel to perform demolition services. At that time, the volume of contaminated soil was unknown. Additionally, the Village is responsible for the removal of contaminated soil generated during piling and foundation work conducted by MG3. Following meetings with Chin Diesel and MG3, staff estimated the volume of soil requiring removal and, on June 25, requested approval from the Village Manager to proceed with Chin Diesel for an amount not to exceed $120,000. However, the original estimate has proven insufficient. A revised estimate has been prepared, increasing the not-to-exceed amount to $200,00

It is recommended that the Village Commission ratify the Village Manager's approval for contaminated soil disposal services with Chin Diesel at the Village Community Center site in an amount not to exceed $120,000.00, and add an amount of $80,000.00 as later deemed necessary by staff for a total amount not to exceed $200,000.00.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: Improvements Other Than Buildings
GL Line Item Number: 430-35-535-6300
Total Budget Allocated: $200,000.00
Requested Amount:$120,000
Encumbered Amount: $9,055.00
Remaining Balance: $95,336.58

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Ratifying Approving Chin Diesel Soil Services
Chin Diesel 25-0379.pdf
Chin Diesel 25-0348.pdf
Chin Diesel 25-0392.pdf

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING AND AUTHORIZING EXPENDITURES TO CHIN DIESEL, INC. FOR SOIL REMOVAL SERVICES IN AN AMOUNT NOT TO EXCEED $200,000; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") is in the process of redeveloping Village-owned property located at 1841-1851 Galleon Street (the "Property"); and

WHEREAS, following the protocols and recommendations outlined in the Soil Management Plan for the Property, all contaminated soil and debris removed from the site must be transported, handled, and disposed properly; and

WHEREAS, on April 15, 2025, the Village Commission adopted Resolution No. 2025-032, authorizing the Village Manager to negotiate and execute an Agreement with Chin Diesel, Inc. (the "Contractor") for demolition and removal services at the Property in an amount not to exceed $41,375; and

WHEREAS, during the course of work at the Property, the Village required additional soil removal services to ensure that all material was properly transported, handled, and disposed of in compliance with applicable law; and

WHEREAS, the Village Manager authorized expenditures in the amount of $120,000 to the Contractor to perform the additional soil removal services; and

WHEREAS, the Village Manager recommends that the Village Commission ratify these expenditures and authorize additional expenditures to the Contractor in an amount not to exceed $80,000 for continued soil removal services, including proper transportation, handling, and disposal of material from the site; and

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

WHEREAS, the Village Commission finds that the process of competitive bidding and proposals for the Services is not in the best interest of the Village due to the project timeline for construction of the Community Center at the Propoerty; 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 ratify expenditures to the Contractor in the amount of $120,000 and authorize additional expenditures to the Contractor in an amount not to exceed $80,000 for continued soil removal services, for a total not to exceed $200,000; 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 and Authorization. That the Village Commission hereby ratifies the Village Manager's authorization of expenditures in the amount of $120,000 to the Contractor, and authorizes additional expenditures in an amount not to exceed $80,000 to the Contractor for additional soil removal services at the Property, for a total not to exceed $200,000.

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, including execution of any agreements necessary, subject to approval by the Village Attorney as to form, content, and legal sufficiency.

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 Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this ___ day of September, 2025.

Rachel Streitfeld, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

CHIN DIESEL INC.

Invoice

Date	Invoice #
7/23/2025	25-0379

Bill To
Town of North Bay VIllage

Project	Terms	Rep
1841 Galleon Street	Due on receipt	MM

Date	Quantity	Unit	Description	Rate	Amount
7/7-8/25	121.28	Tons	Contaminated Materials Disposal per scope listed by Kimley-Horn & Associates to landfill THIS INVOICE IS FOR SOILS REMOVED DUE TO PILE WORK AND MG3 FOUNDATION WORK	80.00	9,702.40
			Sales Taxes	7.00%	0.00

APPROVED
Public Works Department
North Bay Village

NEED CREDIT FROM PFL FOR COMM. CENTER SAB

Thank you for your business.

Subtotal	$9,702.40
Payments/Credits	$0.00
Balance Due	**$9,702.40**

REMIT TO:

1820 NE 144th Street
North Miami Fl 33181
Phone No.: 786-229-3336
Fax No.: 305-949-1328

CHIN DIESEL INC.

Invoice

Date	Invoice #
7/10/2025	25-0348

Bill To
Town of North Bay VIllage

Project	Terms	Rep
1841 Galleon Street	Due on receipt	LC

Date	Quantity	Unit	Description	Rate	Amount
6/24-25/25	427.15	Tons	Mixed (C&D) material disposed. Contaminated Materials Disposal per scope listed by Kimley-Horn & Associates to landfill	90.25	38,550.29
6/26-27/25	321.83	Tons	Contaminated Materials Disposal per scope listed by Kimley-Horn & Associates to landfill	80.00	25,746.40
			Sales Tax	0.00%	0.00

APPROVED
Public Works Department
North Bay Village

NOT PFL
SPK

Thank you for your business.

Subtotal	$64,296.69
Payments/Credits	$0.00
Balance Due	**$64,296.69**

REMIT TO:

1820 NE 144th Street
North Miami Fl 33181

Phone No.: 786-229-3336
Fax No.: 305-949-1328

CHIN DIESEL INC.

Invoice

Date	Invoice #
8/19/2025	25-0392

Bill To
Town of North Bay VIllage

Project	Terms	Rep
1841 Galleon Street	Due on receipt	Tate

Date	Quantity	Unit	Description	Rate	Amount
8/4-5/25	490.26	Tons	Contaminated Materials Disposal per scope listed by Kimley-Horn & Associates to landfill THIS INVOICE IS FOR SOILS REMOVED DUE TO PILE WORK AND MG3 FOUNDATION WORK	80.00	39,220.80
			Sales Tax	0.00%	0.00

Thank you for your business.

Subtotal	$39,220.80
Payments/Credits	$0.00
Balance Due	**$39,220.80**

REMIT TO:

1820 NE 144th Street
North Miami Fl 33181

Phone No.: 786-229-3336

Fax No.: 305-949-1328

Clean Earth of Southern Florida
1240 Foxmoor Street

Moore Haven, FL 33471

Ph: 8639461090 Fax:

Ticket: 4954151

	Date	Time	Scale
In:	08/04/2025	10:21:20	Manual
Out:	08/04/2025	10:21:36	Manual

	Lbs	Tn
Gross:	75340.00	37.67
Tare:	27140.00	13.57
Net:	48200.00	24.1

Manifest: 2877682
Vehicle: CESF127
Decal:

Customer: Eagle Carriers of South Flor
Generator: Chin Diesel, Inc.
Address: 10820 NE 144th Street
MIAMI, FL 33181

Carrier:
Profile #: 243170030
Job: NBV Galleon Street Building
Address: 1841 Galleon Street
North Bay Village, FL 33141

Material: Recyclable soil/rock/material

Facility: Clean Earth of Southern Flor
Bianca Madrigal

Driver:
Comment:

+30

10-E0-0C7050 TRANSPORTER

55h

Clean Earth of Southern Florida
1240 Foxmoor Street

Moore Haven, FL 33471

Ph: 8639461090 Fax:

Ticket: 4984170

	Date	Time	Scale
In:	06/04/2025	10:26:00	Manual
Out:	06/04/2025	10:26:00	Manual

	Lbs	Tn
Gross:	77465.00	38.7325
Tare:	27920.00	13.96
Net:	49545.00	24.7725

Manifest: 2877603
Vehicle: CE8F185
Decal:

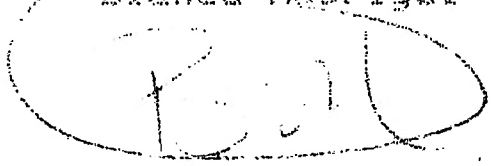
Customer: Eagle Carriers of South Flor
Generator: Chin Diesel, Inc.
Address: 10820 NE 144th Street
MIAMI, FL 33181

Carrier:
Profile #: 2431700050
Job: NBV Galleon Street Building
Address: 1841 Galleon Street
North Bay Village, FL 33141

Material: Recyclable soil/rock/material

Facility: Clean Earth of Southern Flor

Driver: Bianca Madrigal
Comment:



TRANSPORTER

Clean Earth of Southern Florida
1240 Foxmoor Street

Moore Haven, FL 33471

Ph: 8639461090 Fax:

Ticket: 4954524

	Date	Time	Scale
In:	08/04/2025	11:24:58	Manual
Out:	08/04/2025	11:24:58	Manual

	Lbs	Tn
Gross:	78420.00	39.21
Tare:	28460.00	14.23
Net:	49960.00	24.98

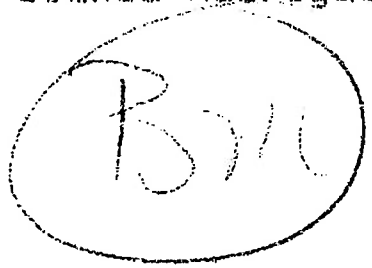
Manifest: 2877752
Vehicle: CESFi23
Decal:

Customer: Eagle Carriers of South Flor
Carrier:
Generator: Chin Diesel, Inc.
Profile #: 243170050
Address: 10820 NE 144th Street
MIAMI, FL 33181
Job: NBV Galleon Street Building
Address: 1841 Galleon Street
North Bay Village, FL 33141

Material: Recyclable soil/rock/material

Facility: Clean Earth of Southern Flor

Driver: Bianca Madrigal
Comment:



TRANSPORTER

Clean Earth of Southern Florida
1240 Foxmoor Street

Moore Haven, FL 33471

Ph: 8639461090 Fax:

Ticket: 4953996

	Date	Time	Scale
In:	08/04/2025	09:52:34	Manual
Out:	08/04/2025	09:52:34	Manual

	Lbs	Tn
Gross:	73240.00	36.62
Tare:	27420.00	13.71
Net:	45820.00	22.91

Manifest: 2877693
Vehicle: cesf128
Decal:

Customer: Eagle Carriers of South Flor
Carrier:
Generator: Chin Diesel, Inc.
Profile #: 243170050
Address: 10820 NE 144th Street
MIAMI, FL 33181
Job: NBV Galleon Street Building
Address: 1041 Galleon Street
North Bay Village, FL 33141

Material: Recyclable soil/rock/material
Facility: Clean Earth of Southern Flor

Driver: Mike Helton
Comment:

TRANSPORTER

Clean Earth of Southern Florida
1240 Foxmoor Street

Moore Haven, FL 33471

Ph: 8639[illegible]1090 Fax:

Ticket: 4957267

	Date	Time	Scale
In:	08/05/2025	07:53:05	Manual
Out:	08/05/2025	07:53:05	Manual

	Lbs	Tn
Gross:	78520.00	39.26
Tare:	27020.00	13.51
Net:	51500.00	25.75

Manifest: 2877656
Vehicle: cesf130
Decal:

Customer: Gulfstream Petroleum Service
Generator: Mana Fashion Realty
Address: 2900 NW 5th Avenue
MIAMI, FL 33127

Carrier: M.C. Dirt Movers, Inc.
Profile #: 253170050
Job: Former BP Gas Station
Address: 2900 NW 5th Avenue
MIAMI, FL 33127

Material: Recyclable soil/rock/material

Facility: Clean Earth of Southern Flor

Driver:
Comment:

Bianca Macrini

TRANSPORTER

Clean Earth of Southern Florida
1240 Foxmoor Street

Moore Haven, FL 33471

Ph: 8639461090 Fax:

Ticket: 4957338

	Date	Time	Scale
In:	08/05/2025	07:56:07	Manual
Out:	08/05/2025	07:56:07	Manual

	Lbs	Tn
Gross:	83320.00	41.66
Tare:	30780.00	15.39
Net:	52540.00	26.27

Manifest: 2877657
Vehicle: CESF105
Decal:

Customer: Gulfstream Petroleum Service
Generator: Mana Fashion Realty
Address: 2900 NW 5th Avenue
MIAMI, FL 33127

Carrier: M.C. Dirt Movers, Inc.
Profile #: 253170050
Job: Former BP Gas Station
Address: 2900 NW 5th Avenue
MIAMI, FL 33127

Material: Recyclable soil/rock/material

Facility: Clean Earth of Southern Flor

Driver: Bianca.Madrigal
Comment:

TRANSPORTER

Clean Earth of Southern Florida
1240 Foxmoor Street

Moore Haven, FL 33471

Ph: 8639461090 Fax:

Ticket: 4957344

	Date	Time	Scale
In:	08/05/2025	08:00:19	Manual
Out:	08/05/2025	08:00:19	Manual

	Lbs	Tn
Gross:	88940.00	44.47
Tare:	27420.00	13.71
Net:	61520.00	30.76

Manifest: 2877663
Vehicle: cesf128
Decal:

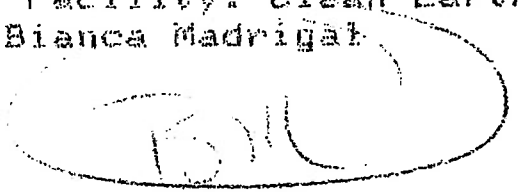
Customer: Gulfstream Petroleum Service
Generator: Mana Fashion Realty
Address: 2900 NW 5th Avenue
MIAMI, FL 33127

Carrier: M.C. Dirt Movers, Inc.
Profile #: 2531700S0
Job: Former BP Gas Station
Address: 2900 NW 5th Avenue
MIAMI, FL 33127

Material: Recyclable soil/rock/material

Facility: Clean Earth of Southern Flor

Driver: Bianca Madrigal
Comment:



TRANSPORTER

Clean Earth of Southern Florida
1240 Foxmoor Street

Moore Haven, FL 33471

Ph: 8639461090 Fax:

Ticket: 4957353

	Date	Time	Scale
In:	08/05/2025	08:06:11	Manual
Out:	08/05/2025	08:06:11	Manual

	Lbs	Tn
Gross:	84225.00	42.1125
Tare:	28460.00	14.23
Net:	55765.00	27.8825

Manifest: 2877658
Vehicle: CESF123
Decal:

Customer: Gulfstream Petroleum Service
Generator: Mana Fashion Realty
Address: 2900 NW 5th Avenue
MIAMI, FL 33127

Carrier: M.C. Dirt Movers, Inc.
Profile #: 253170050
Job: Former BP Gas Station
Address: 2900 NW 5th Avenue
MIAMI, FL 33127

Material: Recyclable soil/rock/material

Facility: Clean Earth of Southern Flor

Driver: Bianca Madrigal
Comment:

TRANSPORTER

Clean Earth of Southern Florida
1240 Foxmoor Street

Moore Haven, FL 33471

Ph: 8639461090 Fax:

Ticket: 4957351

	Date	Time	Scale
In:	08/05/2025	08:04:10	Manual
Out:	08/05/2025	08:04:10	Manual

	Lbs	Tn
Gross:	80960.00	40.48
Tare:	28580.00	14.29
Net:	52380.00	26.19

Manifest: 2877655
Vehicle: CEBF129
Decal:

Customer: Gulfstream Petroleum Service
Generator: Mana Fashion Realty
Address: 2900 NW 5th Avenue
MIAMI, FL 33127

Carrier: M.C. Dirt Movers, Inc.
Profile #: 253170050
Job: Former BP Gas Station
Address: 2900 NW 5th Avenue
MIAMI, FL 33127

Material: Recyclable soil/rock/material

Facility: Clean Earth of Southern Flor

Driver: Blancar Madrigal
Comment:

TRANSPORTER

Clean Earth of Southern Florida
1240 Foxmoor Street
Moore Haven, FL 33471
Ph:8639461090 Fax:

Ticket:4953948

	Date	Time	Scale
In:	08/04/2025	09:49:52	Manual
Out:	08/04/2025	09:49:52	Manual

Manifest:2877692
Vehicle:CESF1776
Decal:

	Lbs.	Tns
Gross:	76,700	38.35
Tare:	25,680	12.84
Net:	51,020	25.51

Customer:Eagle Carriers of South Florida LLC
Generator:Chin Diesel, Inc.
Address:10820 NE 144th Street
MIAMI, FL 33181

Carrier:

Profile #:243170050
Job:NBV Galleon Street Building
Address:1841 Galleon Street
North Bay Village, FL 33141

Material

Recyclable soil/rock/material

Comment:

Driver

Facility Clean Earth of Southern Florida

Mike Helton

Clean Earth of Southern Florida
1240 Foxmoor Street
Moore Haven, FL 33471
Ph:8639461090 Fax:

Ticket:4954068

	Date	Time	Scale
In:	08/04/2025	10:08:13	Manual
Out:	08/04/2025	10:08:13	Manual

	Lbs.	Tns
Gross:	75,620	37.81
Tare:	25,020	12.51
Net:	50,600	25.30

Manifest:2877749
Vehicle:CESF537
Decal:

Customer:Eagle Carriers of South Florida LLC
Generator:Chin Diesel, Inc.
Address:10820 NE 144th Street MIAMI, FL 33181

Carrier:

Profile #:243170050
Job:NBV Galleon Street Building
Address:1841 Galleon Street North Bay Village, FL 33141

Material

Recyclable soil/rock/material

Comment:

Driver

Facility Clean Earth of Southern Florida

Bianca Madrigal

Clean Earth of Southern Florida
1240 Foxmoor Street
Moore Haven, FL 33471
Ph:8639461090 Fax:

Ticket:4954097

	Date	Time	Scale
In:	08/04/2025	10:12:49	Manual
Out:	08/04/2025	10:12:49	Manual

	Lbs.	Tns
Gross:	77,120	38.56
Tare:	25,200	12.60
Net:	51,920	25.96

Manifest:2877753
Vehicle:CESF1929
Decal:

Customer:Eagle Carriers of South Florida LLC
Generator:Chin Diesel, Inc.
Address:10820 NE 144th Street MIAMI, FL 33181

Carrier:

Profile #:243170050
Job:NBV Galleon Street Building
Address:1841 Galleon Street North Bay Village, FL 33141

Material

Recyclable soil/rock/material

Comment:

Driver

Facility Clean Earth of Southern Florida

Bianca Madrigal

Clean Earth of Southern Florida
1240 Foxmoor Street
Moore Haven, FL 33471
Ph:8639461090 Fax:

Ticket:4954494

	Date	Time	Scale
In:	08/04/2025	11:21:28	Manual
Out:	08/04/2025	11:21:28	Manual

	Lbs.	Tns
Gross:	70,500	35.25
Tare:	25,840	12.92
Net:	44,660	22.33

Manifest:2877750
Vehicle:cesf8610
Decal:

Customer:Eagle Carriers of South Florida LLC
Generator:Chin Diesel, Inc.
Address:10820 NE 144th Street
MIAMI, FL 33181

Carrier:

Profile #:243170050
Job:NBV Galleon Street Building
Address:1841 Galleon Street
North Bay Village, FL 33141

Material

Recyclable soil/rock/material

Comment:

Driver

Facility Clean Earth of Southern Florida

Bianca Madrigal

Clean Earth of Southern Florida
1240 Foxmoor Street
Moore Haven, FL 33471
Ph:8639461090 Fax:

Ticket:4954615

	Date	Time	Scale
In:	08/04/2025	11:40:00	Manual
Out:	08/04/2025	11:40:00	Manual

	Lbs.	Tns
Gross:	84,300	42.15
Tare:	25,900	12.95
Net:	58,400	29.20

Manifest:2877652
Vehicle:cesf2607
Decal:

Customer:Eagle Carriers of South Florida LLC
Generator:Chin Diesel, Inc.
Address:10820 NE 144th Street
MIAMI, FL 33181

Carrier:

Profile #:243170050
Job:NBV Galleon Street Building
Address:1841 Galleon Street
North Bay Village, FL 33141

Material

Recyclable soil/rock/material

Comment:

Driver

Facility Clean Earth of Southern Florida

Bianca Madrigal

Clean Earth of Southern Florida
1240 Foxmoor Street
Moore Haven, FL 33471
Ph:8639461090 Fax:

Ticket:4954669

	Date	Time	Scale
In:	08/04/2025	11:51:00	Manual
Out:	08/04/2025	11:51:00	Manual

	Lbs.	Tns
Gross:	75,860	37.93
Tare:	25,360	12.68
Net:	50,500	25.25

Manifest:2877650
Vehicle:cesf2220
Decal:

Customer:Eagle Carriers of South Florida LLC
Generator:Chin Diesel, Inc.
Address:10820 NE 144th Street
MIAMI, FL 33181

Carrier:

Profile #:243170050
Job:NBV Galleon Street Building
Address:1841 Galleon Street
North Bay Village, FL 33141

Material

Recyclable soil/rock/material

Comment:

Driver

Facility Clean Earth of Southern Florida

Bianca Madrigal

Clean Earth of Southern Florida
1240 Foxmoor Street
Moore Haven, FL 33471
Ph:8639461090 Fax:

Ticket:4954862

	Date	Time	Scale
In:	08/04/2025	12:20:23	Manual
Out:	08/04/2025	12:20:23	Manual

	Lbs.	Tns
Gross:	78,880	39.44
Tare:	23,360	11.68
Net:	55,520	27.76

Manifest:2877651
Vehicle:CESF1778
Decal:

Customer:Eagle Carriers of South Florida LLC
Generator:Chin Diesel, Inc.
Address:10820 NE 144th Street
MIAMI, FL 33181

Carrier:

Profile #:243170050
Job:NBV Galleon Street Building
Address:1841 Galleon Street
North Bay Village, FL 33141

Material

Recyclable soil/rock/material

Comment:

Driver

Facility Clean Earth of Southern Florida

Bianca Madrigal

Clean Earth of Southern Florida
1240 Foxmoor Street
Moore Haven, FL 33471
Ph:8639461090 Fax:

Ticket:4955456

	Date	Time	Scale
In:	08/04/2025	14:28:14	Manual
Out:	08/04/2025	14:28:14	Manual

	Lbs.	Tns
Gross:	75,180	37.59
Tare:	25,680	12.84
Net:	49,500	24.75

Manifest:2877653
Vehicle:CESF1776
Decal:

Customer:Eagle Carriers of South Florida LLC
Generator:Chin Diesel, Inc.
Address:10820 NE 144th Street
MIAMI, FL 33181

Carrier:

Profile #:243170050
Job:NBV Galleon Street Building
Address:1841 Galleon Street
North Bay Village, FL 33141

Material

Recyclable soil/rock/material

Comment:

Driver

Facility Clean Earth of Southern Florida

Bianca Madrigal

Clean Earth of Southern Florida
1240 Foxmoor Street
Moore Haven, FL 33471
Ph:8639461090 Fax:

Ticket:4955550

	Date	Time	Scale
In:	08/04/2025	15:07:50	Manual
Out:	08/04/2025	15:07:50	Manual

	Lbs.	Tns
Gross:	79,160	39.58
Tare:	25,020	12.51
Net:	54,140	27.07

Manifest:2877654
Vehicle:CESF537
Decal:

Customer:Eagle Carriers of South Florida LLC
Generator:Chin Diesel, Inc.
Address:10820 NE 144th Street MIAMI, FL 33181

Carrier:

Profile #:243170050
Job:NBV Galleon Street Building
Address:1841 Galleon Street North Bay Village, FL 33141

Material

Recyclable soil/rock/material

Comment:

Driver

Facility Clean Earth of Southern Florida

Bianca Madrigal

455 250720-

Clean Earth of Southern Florida
1240 Foxmoor Street

Moore Haven, FL 33471

Ph: 8639461090 Fax:

Ticket: 4971511

	Date	Time	Scale
In:	08/05/2025	11:58:29	Manual
Out:	08/05/2025	11:58:29	Manual

	Lbs	Tn
Gross:	72940.00	36.47
Tare:	25900.00	12.95
Net:	47040.00	23.52

Manifest: 2877659
Vehicle: cesf2607
Decal:

Customer: Eagle Carriers of South Flor
Generator: Chin Diesel, Inc.
Address: 10820 NE 144th Street
MIAMI, FL 33181

Carrier:
Profile #: 243170050
Job: NBV Galleon Street Building
Address: 1841 Galleon Street
North Bay Village, FL 33141

Material: Recyclable soil/rock/material

Facility: Clean Earth of Southern Flor
Mike Helton

Driver:
Comment:

FACILITY

ITEM NO. 10.I

North Bay Village
Recommendation Memorandum

DATE: September 16, 2025

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

FROM: Roger Hogg, Capital Improvements Project Manager

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO KIMLEY-HORN AND ASSOCIATES, INC. FOR POST DESIGN AND CONSTRUCTION BID ASSISTANCE SERVICES FOR THE BAYWALK NORTH PLAZA PROJECT IN AN AMOUNT NOT TO EXCEED $74,485.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve the issuance of a work order to Kimley-Horn and Associates, Inc. for post design and construction bid assistance services for the Baywalk North Plaza in an amount not to exceed $74,485.00.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's approval of a work order to Kimley-Horn and Associates Inc. for post-design and construction bid assistance for the Baywalk North Plaza Phase 1 Project.

Construction of the Baywalk North Plaza Phase 1 Project was placed on hold shortly after contract execution in July 2023, primarily due to the emergence of multiple site conflicts related to the North Bay Village's ("Village") separate effort to locate a proposed monument sign/community aesthetic feature on the same site. As a result, although Florida Engineering and Development Corp. ("FEDC") was under contract to perform construction services for the Project, no formal Notice to Proceed was ever issued for that scope of work.

Based on recent discussions, the Village understands that due to the amount of time that has passed and resulting cost changes, FEDC is no longer able to complete the Baywalk Project at the originally bid amount and would prefer to be released from the existing contract. Upon confirmation that FEDC is released from the contract, the Village must reissue a solicitation for the project.

The Village's design consultant, Kimley-Horn, has submitted a proposal to update the design survey and construction cost estimate, as well as to provide limited support during the construction phase. The consultant will also revise the bidding documents to incorporate recent design changes and provide bidding assistance.

It is recommended that the Village Commission approve the issuance of a work order to Kimley-Horn and Associates, Inc. for post design and construction bid assistance services for the Baywalk North Plaza in an amount not to exceed $74,485.00.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: Building-Island Walk-Design/Permit/Development
GL Line Item Number: 320-61-630-6203
Total Budget Allocated: $74,485.00
Encumbered Amount: $1,295,006.30
Remaining Balance: $3,680,026.59

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution - KHA Wo Baywalk Post Design Services.DOCX
Exhibit A-WO 005-A1- KHA-7-03-25.pdf
WO 005-A1- KHA-7-03-25 Fee breakdown.pdf

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO KIMLEY-HORN AND ASSOCIATES, INC. FOR POST DESIGN AND CONSTRUCTION BID ASSISTANCE SERVICES FOR THE BAYWALK NORTH PLAZA PROJECT IN AN AMOUNT NOT TO EXCEED $74,485.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 12, 2023, the North Bay Village ("Village") Commission adopted Resolution No. 2023-155 selecting various consultants pursuant to Request for Qualifications No. 2023-005 (the "RFQ") for continuing professional general architectural and engineering services and authorizing the Village Manager to negotiate and execute agreements with the various consultants; and

WHEREAS, pursuant to the Resolution, on April 26, 2024, the Village entered into an agreement with Kimley-Horn and Associates, Inc. (the "Consultant") as one of the selected firms (the "Agreement"); and

WHEREAS, the Village desires to construct Phase 1 of the Baywalk North Plaza Project (the "Project"); and

WHEREAS, in accordance with the terms of the Agreement, the Consultant submitted a proposal to provide the services described in the Work Order attached hereto as Exhibit "A" that are needed for the Project (the "Services"), including post-design and construction bid assistance services; and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue a work order to Consultant to perform the Services for the Project, in substantially the form attached hereto as Exhibit "A," consistent with the Agreement previously entered into between the Village and Consultant in an amount not to exceed $74,485.00 (the "Work Order"); and

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

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

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

Section 2. Authorization. That the Village Commission hereby authorizes the Village Manager to issue the Work Order to Consultant to perform the Services for the Project, in substantially the form attached hereto as Exhibit "A.

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 Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this ___ day of September, 2025.

_____
Rachael Streitfeld, 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. 005-A1

Dated this 3rd day of July 2025

NORTH BAY VILLAGE
PUBLIC WORKS DEPARTMENT

ISLAND WALK (BAYWALK) NORTH PLAZA

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and Kimley-Horn and Associates, Inc. authorized to transact business in Florida ("CONSULTANT"), is pursuant to the Baywalk Plaza Area Design (RFQ No. NBV 2014-001) project agreement dated June 25, 2014.

PROJECT DESCRIPTION

This scope of services is for Post Design Services associated with implementation of the North Bay Village Baywalk (Islandwalk) North Plaza Project - FM 440846, ITB 2022-001. See Exhibit B – Location Map.

Post design services are limited to construction phase assistance related to the previously approved plans by the Client, Miami Dade County and FDOT for civil engineering, landscape architecture, electrical engineering and structural engineering services.

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT shall be as follows:

Additional Scope of Services

Task 1 – Updated Topographic, Boundary and Tree Survey – Through Hadonne, a surveying sub-consultant, CONSULTANT will provide an updated version of the previously prepared Topographic, Boundary and Tree survey for the project.

Task 2 – Updated Opinion of Probable Construction Costs – Through Global Construction Estimating Corp., a cost estimating sub-consultant, CONSULTANT will provide an updated Opinion of Probable Construction Costs (OPCC) based on the previously issued bid set dated April 28, 2022. The deliverables under this task will consist of the following:

- Detailed OPCC (Class 1) is to be considered a check estimate prior to the bid/tender process using detailed cost assemblies and take offs.
- Submit draft OPCC Summary Report to the VILLAGE for review and comments.
- Address comments provided by the VILLAGE.
- Finalize OPCC support and submit it to the VILLAGE.
- Attend a maximum of two -1hr virtual coordination meetings.

- Sub-consultant will provide an OPCC summary and backup as part of the deliverables.

The following tasks are not included in this task order proposal and considered extra work which would be provided as additional services if requested by the VILLAGE:

- OPCC's of alternate solutions
- Project schedule and construction sequencing
- Value engineering
- Constructability Review
- What-if analysis and/or alternative work sequences

Task 3 – Sub-Consultant Coordination – CONSULTANT will prepare the sub agreements, coordinate scope and deliverables and review and process the invoices of the surveyor and cost estimating sub-consultants working on the project.

Task 4 – Post Design Services – The following scope is based on nine (9) months of construction/contract time. If the construction period extends beyond nine months, CONSULTANT will be entitled to additional services. The services under this task are limited to the following:

Limited Bidding Assistance: CONSULTANT will consult with and advise the VILLAGE and act as its representative for the site improvements during the bidding process. This task is limited to the following:

- Attend one (1) pre-bid meeting to be attended by two (2) CONSULTANT representatives. The Pre-bid meeting is calculated at 3 hours including travel time.
- Provide PDF's of bid plans for the bidders.
- Review and respond to bidder questions.
- Assist the VILLAGE in review of bids regarding responsiveness to proposed scope.

Any additional meetings requested by the VILLAGE will be billed as additional services.

Limited Construction Phase Assistance: CONSULTANT will provide construction phase services for the project for the purpose of providing assistance to the VILLAGE during construction. This task assumes that the construction schedule shall not exceed a nine (9) month timeframe. These services consist of the following:

- Attend, record, and prepare minutes of one (1) pre-construction meeting, and submit to the VILLAGE for approval.
- Prepare for and lead up to eighteen (18) bi-weekly virtual OAC calls/meetings to be attended by two (2) CONSULTANT representatives and prepare meeting minutes. The OAC calls are estimated at one (1) hour each. Attendance to additional OAC calls/meetings or in-person OAC calls/meetings will be billed as additional services.
- Perform up to eighteen (18) site visits to be attended by one (1) CONSULTANT representative. The site visits are estimated at three (3) hours each including travel time. Attendance to additional site visits will be billed as additional services.

- in order to observe the progress of the construction and submit report of findings to the VILLAGE. The site visits are estimated at three (3) hours each including travel time. Attendance to additional site visits will be billed as additional services.
- Review and respond to up to twelve (12) shop drawing submittal packages specific to the approved plans within seven (7) business days of receipt of the submittal to determine compliance with the drawings and recommend submittal action to the VILLAGE. Response to additional shop drawings will be billed as additional services.
- Review and respond to up to fifteen (15) RFIs within seven (7) business days of receipt of the RFI. RFI responses will be sent to the VILLAGE. Response to additional RFI's will be billed as additional services.
- Assist the VILLAGE with the review and technical evaluation of Contractor's request for change orders and provide recommendations to the VILLAGE.
- Review and comment on the Contractor's pay applications.
- Review, evaluate, and determine the acceptability of substitute materials and equipment proposed by the Contractor.
- Once the Contractor confirms that the project is substantially complete, one (1) landscape architect and one (1) civil engineer will conduct one (1) site walkthrough with the VILLAGE and Contractor to observe and evaluate the completed work for conformance with the approved landscape architecture and site-civil contract drawings. If it is determined that the work is not substantially complete, the site walkthrough will be postponed until the Contractor completes brings the project to an acceptable substantial completion level. Attendance to additional substantial completion site visits will be provided as an additional service. After the substantial completion walkthrough, CONSULTANT will prepare and issue to the Contractor a punch-list of items found to be incomplete, damaged, defective or in non-compliant with the contract documents.
- CONSULTANT will conduct one (1) final site visit to determine if the completed work of Contractor is generally in accordance with the Contract Documents and the final punch list.

If the construction schedule is extended or delayed beyond nine months, then the CONSULTANT will be entitled to additional compensation related to the extension of the construction schedule.

CONSULTANT will not be responsible for the acts, means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, safety practices or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. CONSULTANT will not have the authority or responsibility to stop the work of the Contractor.

Any services not listed above will be provided as additional services.

PROJECT ASSUMPTIONS

- Services under this scope of services are limited to the North Bay Village Baywalk Plaza North Project limits only.
- Resident Project Representative (RPR) services are not part of this scope of services.
- The proposed improvements under this scope of services will be built in one phase of construction.
- Preparation of bidding documents, bid lists, and/or specifications is not part of this scope of services.

- All construction phase services outside of the limits of work as shown in Exhibit B will be provided as additional services, if requested by the VILLAGE.

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this Task Order, Kimley-Horn will request and obtain authorization to provide Additional Services. The following tasks are not part of this scope of services, but may be provided as additional services, if requested by the VILLAGE. These services may include, but are not limited to:

- Improvements outside the project limits shown in "Exhibit B".
- Redesign and/or re-permitting services.

PERFORMANCE SCHEDULE

The schedule will be determined based on the notice to proceed issued to the CONSULTANT by the VILLAGE. CONSULTANT will perform the services identified in this scope of services within designated nine months of the written Notice to Proceed. CONSULTANT will not assume responsibility for any delays or extension by any party for any cause.

METHOD OF COMPENSATION

The services performed will be accomplished using the Lump Sum method of compensation. for the amount shown in **Exhibit A** of this work order. CONSULTANT's pay application requests shall be prepared on the VILLAGE's approved pay application request form. Kimley-Horn shall submit pay applications request to the VILLAGE's Project Manager for review and approval. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

CONSULTANT will perform the services in Tasks 1 - 4 on a lump sum basis for the labor fee shown below. Services will be provided for the following lump sum amounts:

Task 1 - Topographic, Boundary & Tree Survey	$4,000
Task 2 - Opinion of Probable Construction Costs	$8,750
Task 3 – Sub-Consultant Coordination	$2,535
Task 4 - Post Design Services	$56,700
Reimbursable Expenses	$2,500
Grand Total	**$74,485**

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 Roger Hogg, PE, Project Manager, at the address shown below. Please be sure that all correspondence refers to the VILLAGE's project number and title as stated above.

Roger Hogg, PE
Village Engineering
North Bay Village
Village Hall, 3rd Floor
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171
RHogg@nbvillage.com

CONSULTANT CONTACTS

Consultant POC
George E. Puig, PLA
2 Alhambra Plaza
Suite 500
Coral Gables, FL 33134
305-673-2025
george.puig@kimley-horn.com

VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

BY: _____
NAME: Frank Rollason
TITLE: Village Manager

BY: _____
Name: Alba Chang, CMC
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 & BIERMAN, PL
TITLE: Village Attorney

Work Order No.:005-A1
Project No.:CP23-02
Project Name: Island Walk (Baywalk) North Plaza
Consultant: Kimley-Horn and Associates, Inc.
Contract No.: RFQ No. NBV 2014-001)

CONSULTANT/CONTRACTOR

WITNESSES:

Paula Toft-Nielsen

Paula Toft-Nielsen

Gregory Gonzalez, PLA

Gregory Gonzalez, PLA

(CORPORATE SEAL)

Kimley-Horn and Associates, Inc.,
a North Carolina corporation authorized
to transact business in Florida.

Barton FYE, PE

☐ President ☒ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

ATTEST:

George Puig, PLA
Assistant Secretary

George Puig, PLA

STATE OF Florida :
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of July, 2025, by Barton Fye as Vice President for Kimley-Horn & Associates, Inc, a North Carolina company (or corporation).

(SEAL)

Notary Public State of Florida
Jennifer De Leon-Orozco
My Commission HH 682815
Expires 6/2/2029

(Signature of Notary Public – State of Florida)

Jennifer De Leon-Orozco
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known yes OR Produced Identification_____

Type of Identification Produced _____

Exhibit A – Work Break Down Fee Schedule

For the services set forth above, the Client shall pay Kimley-Horn the following compensation:

LUMP SUM

Kimley-Horn will perform the services described in Tasks 1 - 4 of this Scope of Services for the total lump sum fees shown below.

Task	Description	Lump Sum
1	Boundary, Topographic and Tree Survey	$4,000
2	Opinion of Probable Construction Costs	$8,750
3	Sub-Consultant Coordination	$2,535
4	Post Design Services	$56,700
TOTAL LUMP SUM FEES		**$71,985**

REIMBURSABLE EXPENSES TASK

In addition to the lump sum fees, direct reimbursable expenses large format reproductions (larger than 11" x 17"), and other direct expenses will be billed in accordance with the original agreement.

All permitting, application, and similar project fees will be paid directly by the VILLAGE.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed, and expenses incurred as of the invoice date.

Payment will be due within 25 days of your receipt of the invoice.

TOTAL REIMBURSABLE EXPENSES	**$2,500**
TOTAL COMPENSATION (Lump Sum + Reimbursable Expenses)	**$74,485**

Work Order No.:005-A1
Project No.:CP23-02
Project Name: Island Walk (Baywalk) North Plaza
Consultant: Kimley-Horn and Associates, Inc.
Contract No.: RFQ No. NBV 2014-001)

Exhibit B – Location Map

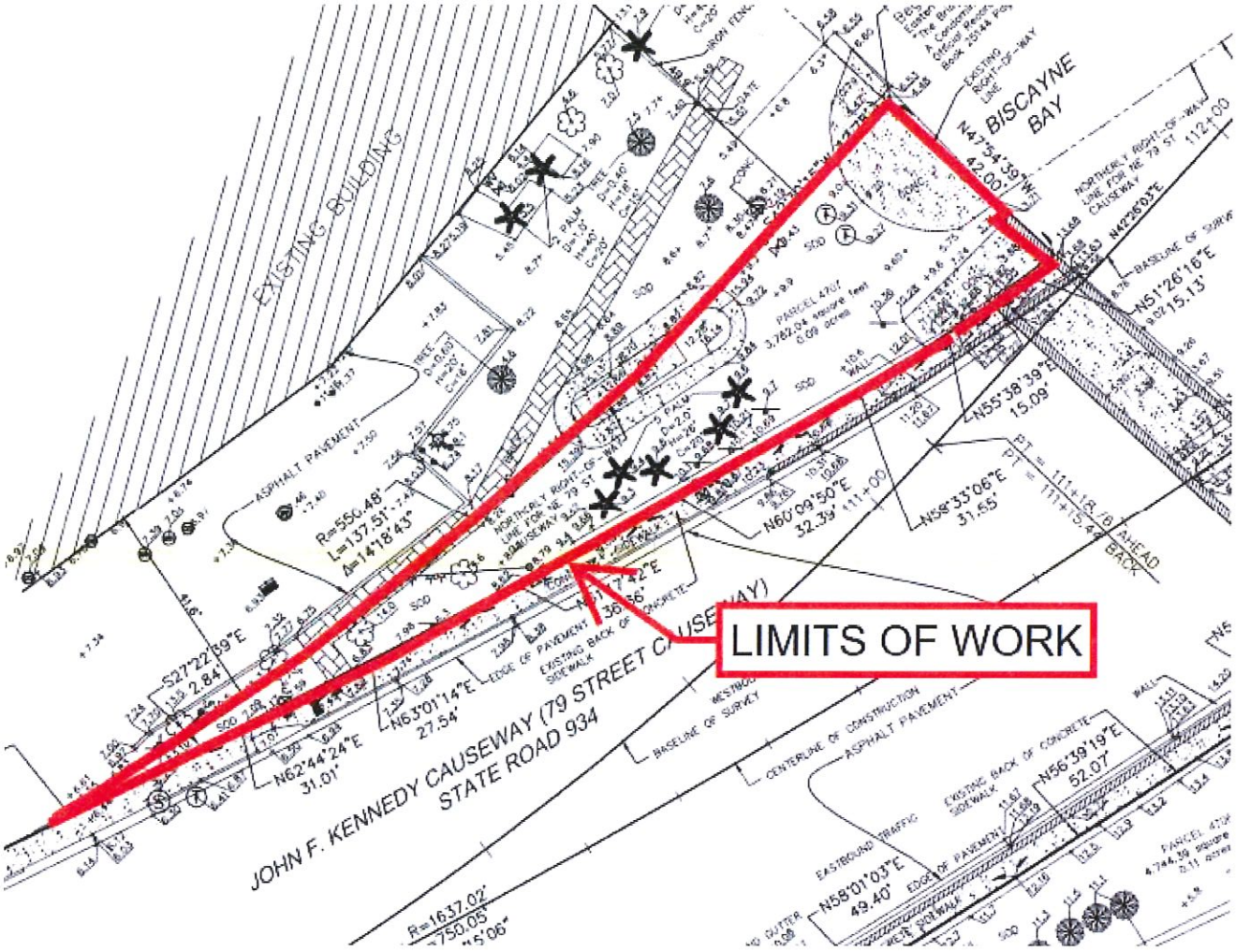


Exhibit C – Project Tentative Schedule

To be determined.

LABOR ESTIMATE FOR PROFESSIONAL SERVICES

PROJECT: ISLAND WALK (BAYWALK) NORTH PLAZA — SHEET 1 OF 1
CLIENT: NORTH BAY VILLAGE — FILE NO.
ESTIMATOR: GEORGE E. PUIG, PLA — DATE: 7/3/25

		DIRECT LABOR (MAN-HOURS)								
		PRINCP BF	PROJ MAN-MW	SENIOR ENG- GP	LA LA- GG	SENIOR ENG- AH	ENG CIVIL-PK	SENIOR ENG- CL	ADM PT	LINE TOTAL
NO.	TASK									
TASK 3	**SUB-CONSULTANT COORDINATION**									
	Coordination with surveying and cost estinating sub-consultants			9					3	$2,535.00
	Task 3 Subtotal									**$2,535.00**
TASK 4	**POST DESIGN SERVICES**									
	Limited Bidding Assistance									
	Attend one pre-bid meeting			3	3		3			$1,755.00
	Review bid submittals			4	9				1	$2,445.00
	Provide Bid Plans			1	2					$550.00
	Review and respond to bidder questions			4	9				1	$2,445.00
	Limited Construction Phase Assistance									
	Attend one (1) pre-construction meeting and prepare meeting minutes			3	3		3		2	$1,945.00
	Attend up to eighteen (18) virtual OAC meetings and prepare minutes			9	36	9			2	$8,245.00
	Perform up to eighteen (18) site visits and prepare site visit report			18	36	18			2	$14,590.00
	Review and respond to up to fifteen (15) shop drawings			10	15	5			15	$7,425.00
	Review and respond to up to fifteen (15) RFI's			15	15				15	$7,425.00
	Review and respond to Contractor change orders			4	2	2				$1,300.00
	Review and respond to Contractor pay applications			9	1	1			9	$3,255.00
	Perform one (1) substantial completion walk-thru			6	9	6			4	$3,230.00
	Perform one (1) final walk-thru			4	6	4			2	$2,090.00
	Task 4 Subtotal									**$56,700.00**
				99	146	45	6		56	
		280	185	250	150	250	185	250	95	
				24750	21900	11250	1110		5320	
TASK 1	**TOPOGRAPHIC, BOUNDARY AND TREE SURVEY (SUB-CONSULTANT)**									**$4,000.00**
TASK 2	**OPINION OF PROBABLE CONSTRUCTION COSTS (SIB-CONSULTANT)**									**$8,750.00**
	REIMBURSABLE EXPENSES									**$2,500.00**
	TOTAL FOR TASKS 1 - 4 + REIMBURSABLE EXPENSES									**$74,485.00**

ITEM NO. 10.J

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: September 16, 2025

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

FROM: Jean Lilavois, Project Manager

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE ISSUANCE OF A WORK ORDER FOR $81,310.00 TO ARDURRA GROUP, INC. FOR PROFESSIONAL SERVICES RELATED TO THE 2024 & 2025 NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) ANNUAL REPORT AND PUBLIC INVOLVEMENT OUTREACH ACTIVITIES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission ratify a work order issued by Ardurra Group Inc. in the amount of $81,310 for the preparation of the 2024 and 2025 annual NPDES Reports.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission approval to ratify expenditures for various annual reporting services to be performed by Ardurra Group, Inc.

The National Pollutant Discharges Elimination System is a permitting program established under the Clean Water Act to regulate discharges of pollutants from point sources into waters of the United States. Essentially, it is a system that allows certain entities to discharge pollutants under specific regulated conditions. NPDES has a goal to control water pollution by regulating point source discharges, which are identifiable sources of pollution like pipes or outfalls.

The Village is required to comply with the National Pollutant Discharge Elimination System permit, which regulates discharges of stormwater into surface waters. The permit requires implementation of best management practices, monitoring, reporting, and public education to reduce pollutants in stormwater runoff. Therefore, timely submission is critical to avoid potential penalties and to maintain good standing with regulatory agencies. The Village is a Co-Permittee of the (NPDES) permit issued by the Florida Department of Environmental Protection (FDEP). Each Co-Permittee is required to submit their Cycle 4 Year 7 NPDES Annual Report to FDEP by June 30, 2025, as well as the 2025 NPDES Annual Report by June 30, 2026..

As part of this compliance, the Village was already behind schedule in completing the NPDES compliance report. Due to the urgency of the matter and the specialized technical expertise required, staff immediately assigned the work to a consultant from the Village's pre-approved consultant pool. The consultant selected is part of the Village's competitively procured consultant pool, which fully complies with the Competitive Negotiation for Architectural, Engineering, and Professional Services (CCNA) law. Because the consultant had already been vetted and approved under CCNA procedures, staff assigned this urgent work directly prior to returning to the Village Commission for separate approval.

Ardurra Group Inc. has submitted a scope of work for Project Management Services, Data Collection, Review & Analysis, NPDES Annual Reports, Standard Operating Procedures (SOPs), and Public Involvement Outreach Activities for fiscal years 2024/25 and 2025/26.

The decision to proceed directly with the consultant was both necessary and appropriate:

- It ensured the overdue NPDES compliance report was completed without further delay.
- It complied fully with CCNA requirements.
- It avoided potential regulatory noncompliance or penalties.

It is recommended that the Village Commission ratify the Village Manager's approval of Work Order #7 with Ardurra for preparing the 2024 and 2025 annual NPDES Reports and Public Involvement Outreach Activities in the amount of $81,310.00.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: Professional Services
GL Line Item Number: 440-36-538-3160
Total Budget Allocated: $81,310.00
Encumbered Amount: $0
Remaining Balance: $3,690.00

Requisition #REQ002912

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution - Ratify Ardurra WO NPDES
Exhibit A-WO#7 Ardurra-s.pdf
NPDES Report 2024 Cycle 4 Year 7.pdf

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE ISSUANCE OF A WORK ORDER FOR $81,310.00 TO ARDURRA GROUP, INC. FOR PROFESSIONAL SERVICES RELATED TO THE 2024 & 2025 NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) ANNUAL REPORT AND PUBLIC INVOLVEMENT OUTREACH ACTIVITIES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 12, 2023, the North Bay Village ("Village") Commission adopted Resolution No. 2023-155 selecting various consultants pursuant to Request for Qualifications No. 2023-005 (the "RFQ") for continuing professional general architectural and engineering services and authorizing the Village Manager to negotiate and execute agreements with the various consultants; and

WHEREAS, pursuant to the Resolution, the Village entered into an agreement on May 1, 2024, with Ardurra Group, Inc. (the "Consultant"), as one of the selected firms (the "Agreement"); and

WHEREAS, the Village owns, maintains, and operates stormwater collection, drainage and discharge systems, including stormwater pump stations, slab covered trenches, exfiltration trenches, and outfalls; and

WHEREAS, the Village, as a Co-Permittee of the National Pollution Discharge Elimination System (NPDES) permit issued by the Florida Department of Environmental Protection (FDEP), is required to submit their Cycle 4 Year 7 NPDES Annual Report to FDEP by June 30, 2025, as well as the 2025 NPDES Annual Report by June 30, 2026 (the "Project"); and

WHEREAS, in accordance with the terms of the Agreement, the Village solicited and the Consultant submitted a proposal to provide regulatory compliance support services for the Project (the "Services"); and

WHEREAS, the Village Commission desires to ratify the Village Manager's issuance of a work order to Consultant to perform the Services for the Project, in substantially the form attached hereto as Exhibit "A" consistent with the Agreement previously entered into between the Village and Consultant for $81,310.00 (the "Work

Order"); and

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

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

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

Section 2. Ratification. That the Village Commission hereby ratifies the Village Manager's issuance of the Work Order to Consultant to perform the Services for the Project, in substantially the form attached hereto as Exhibit "A.

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

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

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

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this _____ day of _____ 2025.

_____
Rachel Streitfeld, 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. 07

Dated this 25th day of June, 2025

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

2024 & 2025 NPDES ANNUAL REPORT AND PUBLIC INVOLVEMENT OUTREACH ACTIVITIES

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and Ardurra Group, Inc. (Ardurra), a full service engineering firm authorized to transact business in Florida ("CONSULTANT"), is made pursuant to the RFQ 2023-005 Consultant Service Agreement (the "Agreement") dated May 1, 2024 and expiring on May 1, 2029.

PROJECT DESCRIPTION

The VILLAGE owns, maintains, and operates stormwater collection, drainage and discharge systems, including stormwater pump stations, slab covered trenches, exfiltration trenches, and outfalls.

The VILLAGE is a Co-Permittee of the National Pollution Discharge Elimination System (NPDES) permit issued by The Florida Department of Environmental Protection (FDEP). Each Co-Permittee is required to submit their Cycle 4 Year 7 NPDES Annual Report to FDEP by June 30, 2025, as well as the 2025 NPDES Annual Report by June 30, 2026..

Therefore, the VILLAGE has requested to the CONSULTANT to collect and review the required storm sewer annual data from January 2024 through December 2024 and any additional relevant information, in order to prepare and submit the NPDES Annual Report to FDEP. In addition, NPDES permit conditions require the Co-Permittee to have public involvement outreach activities. The CONSULTANT will ensure that the VILLAGE complies with the specific conditions under Public Involvement Outreach Activities.

Work Order No. 07 – "2024 & 2025 NPDES Annual Report and Public Involvement Outreach Activities" has been divided into the following tasks:

Task	Description
1	Project Management Services
2	Data Collection, Review & Analysis
3	NPDES Annual Reports
4	Standard Operating Procedures (SOPs)
5	Public Involvement Outreach Activities

GENERAL REQUIREMENTS

Design Standards

The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the VILLAGE the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the VILLAGE. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The VILLAGE shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The CONSULTANT shall provide the VILLAGE with a marked up set of plans and/or specifications showing the CONSULTANT’s QC review. Such mark-ups shall accompany the CONSULTANT’s scheduled deliverables. The submittal shall include the names of the CONSULTANT’s staff that performed the QC review for each component (structures, roadway, drainage, etc.).

Project Schedule

The CONSULTANT shall submit a preliminary project schedule as an exhibit to this Work Order. The schedule shall be prepared in Microsoft Project and shall include the Consultant’s best estimate as to the project start date.

Within 10 business days after receiving the Notice to Proceed and prior to beginning work, the CONSULTANT shall submit a final project schedule to the VILLAGE for approval. No work shall commence without an approved schedule. The final schedule shall include design, permitting activities, submittal review timeframes, and other project activities as required to complete the work. The CONSULTANT shall submit updated project schedules as required in the specific scope of services.

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT shall be as follows:

Task 1 – Project Management Services

- The CONSULTANT will develop one (1) project baseline and progress schedule with monthly updates through the duration of the project.
- The CONSULTANT will prepare Monthly Progress Reports each month and issue to the VILLAGE coupled with the monthly invoice.
- The CONSULTANT will prepare and attend a kickoff meeting to be held at the VILLAGE's offices with representatives from the VILLAGE, or via web teleconference. The purpose of this meeting will be to allow key project personnel and the VILLAGE staff to confirm objectives of this task authorization, review the schedule, discuss planned execution of the project, and identify additional background information to be provided by the VILLAGE.
- The CONSULTANT will discuss the permit application requirements and issues, including any potential revisions to existing permit conditions at the Kick-off Meeting.

Deliverables: The following deliverables shall be provided under Task 1.

- Project Schedule (One (1) baseline schedule)
- Monthly Progress Reports (Twelve (12) total)
- Meeting Agenda and Meeting Minutes for the Kick-off Meeting & Coordination Meetings (Four (4) total)

Task 2 – Data Collection, Review & Analysis

Task 2.1 – 2024 Data Collection, Review & Analysis

- The CONSULTANT will gather background documentation from January 2024 to December 2024, including existing permits, test results, reports, maps, drawings, correspondence, documentation, training records, and additional information required to complete the NPDES permit application, including items contained in FDEP form 62-624.600(2).
- After reviewing the available information, the CONSULTANT will prepare a Request for Information (RFI) and submit it to the VILLAGE at the project the Kick-off meeting. Data will be stored at the CONSULTANT'S Document Control Repository and transferred back to the VILLAGE at the completion of the project.
- The CONSULTANT will review the permit application and analyze materials, information provided by the VILLAGE, and other relevant documentation to determine the additional storm sewer system and analytical test data required to complete the FDEP report form.
- The CONSULTANT will reach out via email to various VILLAGE staff to support the completion of the NPDES report with required information.
- The CONSULTANT will, if necessary, meet with the VILLAGE to discuss any issues with the FDEP report form, pending information or information for which clarification or further documentation is required**.**

Deliverables: The following deliverables shall be provided under Task 2.1:

- Project file link with relevant collected data (electronic format)
- MS4 NPDES Annual Report Drafts with consolidated comments

Task 2.2 – 2025 Data Collection, Review & Analysis

- The CONSULTANT will gather background documentation from January 2025 to December 2025, including existing permits, test results, reports, maps, drawings, correspondence, documentation, training records, and additional information required to complete the NPDES permit application, including items contained in FDEP form 62-624.600(2).
- After reviewing the available information, the CONSULTANT will prepare a Request for Information (RFI) and submit it to the VILLAGE at the 2025 NPDES Report coordination meeting. Data will be stored at the CONSULTANT'S Document Control Repository and transferred back to the VILLAGE at the completion of the project.
- The CONSULTANT will review the permit application and analyze materials, information provided by the VILLAGE, and other relevant documentation to determine the additional storm sewer system and analytical test data required to complete the FDEP report form.
- The CONSULTANT will reach out via email to various VILLAGE staff to support the completion of the NPDES report with required information.
- The CONSULTANT will, if necessary, meet with the VILLAGE to discuss any issues with the FDEP report form, pending information or information for which clarification or further documentation is required**.**

Deliverables: The following deliverables shall be provided under Task 2.2:

- Project file link with relevant collected data (electronic format)
- MS4 NPDES Annual Report Drafts with consolidated comments

Task 3 – NPDES Annual Reports

Task 3.1 – 2024 NPDES Annual Report

- The CONSULTANT will enter the information in the NPDES Annual Report form and attach the required exhibits.
- The VILLAGE will sign the application, which will be submitted to the Florida Department of Environmental Protection (FDEP).
- The CONSUTANT will include information needed to describe any desired revisions to conditions in the existing NPDES permit.
- The CONSULTANT will provide the VILLAGE with a digital copy of the completed NPDES Annual Report for signature before the date of submission.
- The CONSULTANT will schedule coordination meetings with the VILLAGE in order to review and request the information required for 2024 Reporting Cycle, which consist of:
  A monitoring data summary as directed in Section III.C above and in accordance with Rule 62-624.600(2)(c), F.A.C.

Deliverables The following deliverables shall be provided under Task 3.1:

- Digital copy of complete 2024 NPDES Annual Report for signature by VILLAGE

Task 3.2 – 2025 NPDES Annual Report

- The CONSULTANT will enter the information in the NPDES Annual Report form and attach the required exhibits.
- The VILLAGE will sign the application, which will be submitted to the Florida Department of Environmental Protection (FDEP).
- The CONSUTANT will include information needed to describe any desired revisions to conditions in the existing NPDES permit.
- The CONSULTANT will provide the VILLAGE with a digital copy of the completed NPDES Annual Report for signature before the date of submission.
- The CONSULTANT will schedule coordination meetings with the VILLAGE in order to review and request the information required for 2025 Reporting Cycle, which consist of: A monitoring data summary as directed in Section III.C above and in accordance with Rule 62-624.600(2)(c), F.A.C.

Deliverables The following deliverables shall be provided under Task 3.2:

- Digital copy of complete 2025 NPDES Annual Report for signature by VILLAGE

Task 4 – Standard Operating Procedures (SOPs)

- The CONSULTANT will develop Standard Operating Procedures (SOPs) to support the NPDES permit annual reporting requirements. These SOPs will outline routine actions to be undertaken by the VILLAGE's personnel or contractors to mitigate stormwater pollution and ensure consistent, effective municipal operations
- The CONSULTANT will schedule coordination meetings and workshops with the VILLAGE in order to:
    - Identify responsible parties and departments involved
    - Document existing procedures and workflows
    - Review, enhance, draft, and validate SOPs
- Upon completion, the CONSULTANT will provide the VILLAGE with a digital copy of the finalized SOPs, each addressing the NPDES permit report sections listed below:

Report Section	SOP Required
Part III.A.1 - Stormwater Collection System	Inspection & Maintenance
Part III.A.2 - Areas of New Development	-
Part III.A.3 - Roadways	Litter Control
	Street Sweeping
	Maintenance & Equipment Yard Inspection
Part III.A.4 - Flood Control	-
Part III.A.5 - Treatment, Storage or Disposal Facilities	Facility Inspection
Part III.A.6 - Pesticides, Herbicides, Fertilizer	Pesticides, Herbicides, and Fertilizer Application
Part III.A.6 - Pesticides, Herbicides, Fertilizer	Public Education and Outreach
Part III.A.7 - Illicit Discharges and Improper Disposal	-

Report Section	SOP Required
Part III.A.7.c - Inspection and Investigation	Proactive Inspection
	Reactive Inspection
	Training
Part III.A.7.d - Spill Prevention and Response	Spill Response
	Training
Part III.A.7.e - Public Reporting	Public Education and Outreach
Part III.A.7.f - Oils, Toxics, and Household Hazardous Waste	Public Education and Outreach
Part III.A.7.g - Limitation of Sanitary Sewer Seepage	Sanitary Sewer Overflow / Inflow & Infiltration
Part III.A.8 - Industrial and High-Risk Runoff	High-Risk Facility Inspection
Part III.A.9 - Construction Site Runoff	-
Part III.A.9.a - Construction Site Planning	Pre-construction Site Plan Review
Part III.A.9.b - Inspection and Enforcement	Construction Site Inspection
Part III.A.9.c - Construction Site Operator Training	Training

Deliverables The following deliverables shall be provided under Task 4:

- Digital copy of finalized SOPs (Nineteen (19) total)

Task 5 – Public Involvement Outreach Activities

- The CONSULTANT will develop a Public Education and Outreach Program Plan to address Parts III.A.6, Part III.A.7.e, and III.A.7.f of the NPDES permit with standing activities to support the outreach. These will focus on educating the community about stormwater impacts, encouraging public participation and addressing illicit discharges.
    - Parts III.A.6 Pesticide, Herbicide, and Fertilizer Application Reduction
        - Goals/Requirements: Disseminate information to assure that citizens are aware of the stormwater quality issues associated with urban landscapes, the Florida-friendly landscaping program, and the requirements for using Florida-friendly fertilizers
    - Part III.A.7.e Illicit Discharges and Improper Disposal Reporting
        - Goals/Requirements: Provide and maintain records on a “stormwater pollution hotline” for public reporting of suspected illicit discharges and improper disposal and publicize the existence of this hotline on a routine basis. The hotline may consist of any of the following (or combination thereof): phone line, email address, electronic form linked to a utility/government agency, or website
        - Disseminate information on the problems associated with illicit discharges, illicit connections and improper disposal, how to identify them, and how to report incidents discovered
    - Part III.A.7.f Proper Oils, Toxics, and Household Hazardous Waste Disposal/Control

- Goals/Requirements: Encourage the proper use and disposal of used motor vehicle fluids, leftover hazardous household products, and nickel-cadmium or lead acid batteries
- On a routine basis, inform the public of the locations of collection facilities for these materials, including a description of the types of materials accepted and the hours of operation
- Maintain documentation on the amount of waste collected/recycled/properly disposed.

- The CONSULTANT will develop Fact Sheets to educate the public as follows:
  - Pesticide, Herbicide, and Fertilizer Application Reduction – information related to the impact of stormwater discharges on water bodies and the steps the public can take to reduce pollutants.
  - Illicit Discharges and Improper Disposal Reporting – information related to the problems associated with illicit discharges, illicit connections and improper disposal including how to identify them and how to report incidents.
  - Proper Disposal of Oils, Toxics and Household Hazardous Waste Disposal – inform the public of the locations of collection facilities for these materials including the types of materials affected and the hours of operation.

- The CONSULTANT will develop a Presentation that the VILLAGE can use to hold public meetings. The presentation will be developed to educate the public on the development and implementation of the VILLAGE's stormwater management program, how they can get involved and solicit community feedback. The purpose of the presentation is to comply with the following requirement of the NPDES Program.
  - NPDES Permit requires qualitative assessments of the public education and outreach programs to evaluate their effectiveness and assure they are changing human behavior and reducing stormwater pollutant loadings. This may include an annual review of the educational materials, their intended audiences, distribution and delivery methods, and determination of whether changes are needed to improve the program. Discussions with the intended audience at educational events or by telephone to obtain feedback are also acceptable.

- The CONSULTANT will work with the VILLAGE's Communications and IT Department to create a Website page to be housed where desired by the VILLAGE. A couple of options include:
  - Under the Stormwater Master Plan Page: https://northbayvillage-fl.gov/stormwater
  - Under the Residents Page: https://northbayvillage-fl.gov/residents

  This website page will house the educational fact sheets created in Task 5. The website page will be created by the VILLAGE and maintained by the VILLAGE. The CONSULTANT will provide initial content for the website. The VILLAGE is responsible for approving content and posting to the website as part of their website maintenance. It is anticipated that the following content will be created for the webpage:

  - About Section – detailing the goals of the Public Education and Outreach Program Plan
  - Contact Information – this includes a general contact to be selected by the VILLAGE as well as publishing the "Stormwater Pollution Hotline" for public

reporting of suspected illicit discharges and improper disposal. The hotline will be created by the VILLAGE and used by the CONSULTANT in all public facing collaterals developed.

- Frequently Asked Questions

- The CONSULTANT will also develop Social Media Posts for use by the VILLAGE in getting the word out about the program and driving traffic to the website page.

Deliverables: The following deliverables shall be provided under Task 5.

- Public Education Material (Three (3) Fact Sheets Total)
- Public Education Website Content
- Public Education & Outreach Presentation (Electronic Format)
- Social Media Content (Three (3) Posts Total)

PROJECT ASSUMPTIONS

- All requested information will be made available by the VILLAGE and Miami-Dade RER for data review and analysis, in order to complete the required reports
- The VILLAGE will sign the NPDES permit annual reports
- The VILLAGE will pay for permit application fees
- The VILLAGE staff will be available to conduct meetings and workshops as necessary
- Limited construction support services will not be performed under this scope of work
- The VILLAGE will assign one (1) staff member to assist with the data collection process
- The CONSULTANT will not perform modeling, field inspection, planning or public outreach services under the present scope of work
- Non-solicitation of employees and independent contractors and covenant not to hire. The VILLAGE agrees that they will not, directly or indirectly, initiate efforts aimed at the hiring of CONSULTANT's employees or independent contractors or solicit, hire, employ, recruit, CONSULTANT's employees or independent contractors, without the prior written approval of the CONSULTANT until after three (3) years from the effective date of this agreement
- In consideration of this task authorization, access to data and information sources is made available to the CONSULTANT. The CONSULTANT shall comply fully with all security procedures and shall not divulge to third parties all confidential data information obtained from the VILLAGE while performing consulting engineering work, including, but not limited to, security procedures, business operations information or proprietary information in the possession of the VILLAGE. The CONSULTANT shall not be required to keep confidential information or material that is publicly available through no fault of the CONSULTANT, material that the CONSULTANT developed independently without relying on the state's or customer's confidential information, or material that is otherwise obtainable under state law as a public record

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this Work Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the AGREEMENT. The VILLAGE, as indicated in the AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 - 5 within 365 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 lump sum compensation. Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following Lump Sum amounts:

Task 1 – Project Management Services & Coordination Meetings	$5,540.00
Task 2 – Data Collection, Review & Analysis	
Task 2.1 – 2024 Data Collection, Review & Analysis	$12,680.00
Task 2.2 – 2025 Data Collection, Review & Analysis	$12,680.00
Task 3 – NPDES Annual Reports	
Task 3.1 – 2024 NPDES Annual Report	$6,900.00
Task 3.2 – 2025 NPDES Annual Report	$6,900.00
Task 4 – Standard Operating Procedures (SOPs)	$28,330.00
Task 5 – Public Involvement Outreach Activities	$8,280.00
Grand Total	**$81,310.00**

VILLAGE CONTACTS

Requests for payments should be directed to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Jean Lilavois, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Jean Lilavois
Project Manager
Public Works
North Bay Village
Village Hall, 2nd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
jlilavois@nbvillage.com

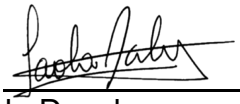
Steven Buckland
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
sbuckland@nbvillage.com

CONSULTANT CONTACTS

Paola Davalos, PE
Ardurra Group, Inc.
1000 NW 57th Ct, Suite 800
Miami, FL 33126
padavalos@ardurra.com
(786) 228-5666

SIGNATURE PAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

By: 
Paola Davalos
Ardurra Group Inc.

And

By: Steven P Buckland
Steven Buckland
Village Public Works Director

OR

By: _____
Roger Hogg
Village CIP Director

Annual Report Form
For Individual NPDES Permits For
Municipal Separate Storm Sewer Systems
(RULE 62-624.600(2), F.A.C.)

- This Annual Report Form must be completed and submitted to the Department to satisfy the annual reporting requirements established in Rule 62-624.600, F.A.C.
- Submit this fully completed and signed form and any REQUIRED attachments by email to the NPDES Stormwater Program Administrator or to the MS4 coordinator (https://floridadep.gov/water/stormwater/content/npdes-stormwater-permitting-program-contacts). Files larger than 10MB may be placed on the FTP site at: ftp://ftp.dep.state.fl.us/pub/NPDES_Stormwater/. After uploading files, email the MS4 coordinator or NPDES Program Administrator to notify them the report is ready for downloading; or by mail to the address in the box at right.
- Refer to the Form Instructions for guidance on completing each section.
- **Please print or type information in the appropriate areas below.**

Submit the form and attachments to:
Florida Department of Environmental Protection
Mail Station 3585
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

SECTION I. BACKGROUND INFORMATION			
A.	Permittee Name: City of North Bay Village		
B.	Permit Name: Miami-Dade MS4		
C.	Permit Number: FLS000003-004		
D.	Annual Report Year: ☐ Year 1 ☐ Year 2 ☐ Year 3 ☐ Year 4 ☐ Year 5 ☒ Other, specify Year: 7		
E.	Reporting Time Period (month/year): 01 / 2024 through 12 / 2024		
F.	Name of the Responsible Authority: Steven Buckland		
	Title: Director – Department of Public Works		
	Mailing Address: 1666 Kennedy Causeway, Suite 300		
	City: North Bay Village	Zip Code: 33141	County: Miami-Dade
	Telephone Number: (305) 756-7171	Fax Number:	
	E-mail Address: SBuckland@nbvillage.com		
G.	Name of the Designated Stormwater Management Program Contact (if different from Section I.F above): Steven Buckland		
	Title: Public Works Director		
	Department: Public Works Department		
	Mailing Address: 1666 Kennedy Causeway, Suite 300		
	City: North Bay Village	Zip Code: 33141	County: Miami-Dade
	Telephone Number: (305) 756-7171	Fax Number:	
	E-mail Address: SBuckland@nbvillage.com		

SECTION II. MS4 MAJOR OUTFALL INVENTORY (Not Applicable In Year 1)	
A.	Number of outfalls ADDED to the outfall inventory in the current reporting year (insert "0" if none): 0 (Does this number include non-major outfalls? ☐ Yes ☐ No ☒ Not Applicable)
B.	Number of outfalls REMOVED from the outfall inventory in the current reporting year (insert "0" if none): 0 (Does this number include non-major outfalls? ☐ Yes ☐ No ☒ Not Applicable)
C.	Is the change in the total number of outfalls due to lands annexed or vacated? ☐ Yes ☐ No ☒ Not Applicable

SECTION III. PART V.B. ASSESSMENT PROGRAM	
A.	Provide a brief statement as to the status of water quality monitoring plan implementation. Status may include sampling frequency changes, monitoring location changes, or sampling waiver conditions. *DEP Note: If permittee participates in a collaborative monitoring plan, permittee may refer to a joint response as defined by the interlocal agreement.* Name and date of the approved plan: Monitoring Assessment Plan – Phase I MS4 Permit Status: Approved The City of North Bay Village is a co-permittee under Miami-Dade County Municipal Separate Storm Sewer System (MS4) Permit Number FLS000003-004. As a co-permittee, the City of North Bay Village was required to submit an Assessment Program to the Florida Department of Environmental Protection (FDEP) within 12 month of permit issuance, in accordance with the Miami-Dade County's MS4 Permit, Section V. Part B.2. Permit. The City of North Bay Village's Monitoring Assessment Plan includes, as required by the MS4 permit, a Water Quality Monitoring plan, a Pollutant Loading Estimate Plan, and an Evaluation and Response Plan. Presently, the Village's monitoring plan is carried out through an interlocal agreement with Miami-Dade County. Please refer to Miami-Dade County & NPDES Co-Permittees Surface Water Quality Monitoring Report dated May 15, 2025 for the period of January 1, 2024 to December 31, 2024. For a summary of the Surface Water Quality Monitoring Report, customized as applicable to the City of North Bay Village, please refer to Attachment A.
B.	Provide a brief discussion of the monitoring and loading results to date which includes a summary of the water quality monitoring data and / or stormwater pollutant loading changes from the reporting year. *DEP Note: Results must be specific to the permittee's SWMP.* Please refer to Miami-Dade County & NPDES Co-Permittees Surface Water Quality Monitoring Report for monitoring and loading results and corresponding discussion. For a summary of the Surface Water Quality Monitoring Report customized as applicable to the City of North Bay Village, please refer to Attachment A.
C.	Attach a monitoring data summary as required by the permit. An analysis of the data discussing changes in water quality and/or stormwater pollutant loading from previous reporting years. *DEP Note: Analysis must be specific to the permittee's SWMP.* Please refer to Miami-Dade County & NPDES Co-Permittees Surface Water Quality Monitoring Report for monitoring data summary. For a summary of the Surface Water Quality Monitoring Report customized as applicable to the City of North Bay Village, please refer to Attachment A.

SECTION IV. FISCAL ANALYSIS	
A.	Total expenditures for the NPDES stormwater management program for the current reporting year: $330,711.18
B.	Total budget for the NPDES stormwater management program for the subsequent reporting year: $797,492.19
C.	Did the current reporting year resources decrease from the previous year? Y ☒ / N ☐ If program resources decreased, provide a discussion of the impacts on the implementation of the SWMP. The reduction in resources had no adverse effect on the Stormwater Management Program.

SECTION V. MATERIALS TO BE SUBMITTED WITH THIS ANNUAL REPORT FORM

Only the following materials are to be submitted to the Department along with this fully completed and signed Annual Report Form (check the appropriate box to indicate whether the item is attached or is not applicable):

Attached	N/A	Required Attachments	Permit Citation	Attachment Number/Title
☒	☐	Any additional information required to be submitted in this current annual reporting year in accordance with Part III.A of your permit that is not otherwise included in Section VII below.	Part III.A	Attachment B
☐	☒	An explanation of why the minimum inspection frequency in Table II.A.1.a. was not met (if applicable).	Part II.A.1	Refer to notes on Part III.A.1 table
☐	☒	A list of the flood control projects that did not include stormwater treatment and an explanation for each of why it did not (if applicable).	Part III.A.4	
☒	☐	A monitoring data summary as directed in Section III.C above and in accordance with Rule 62-624.600(2)(c), F.A.C.	Part V.B.3	Attachment A
☐	☒	YEAR 1 ONLY: An inventory of all known major outfalls and a map depicting the location of the major outfalls (hard copy or CD-ROM) in accordance with Rule 62-624.600(2)(a), F.A.C.	Part III.A.1	
☐	☒	YEAR 2: A summary review of codes and regulations to reduce the stormwater impact from development.	Part III.A.2	
☐	☒	YEAR 2: A copy of the adopted Florida-Friendly Fertilizer ordinance (if applicable).	Part III.A.6	
☐	☒	Year 3 ONLY: The estimates of pollutant loadings and event mean concentrations for each major outfall or each major watershed in accordance with Rule 62-624.600(2)(b), F.A.C.	Part V.A	
☐	☒	YEAR 3: Summary of TMDL Monitoring Results (if applicable).	Part VIII.B.2	
☐	☒	YEAR 3: Bacteria Pollution Control Plan (if applicable).	Part VIII.B.3	
☐	☒	YEAR 4: A follow-up report on plan implementation of changes to codes and regulations to reduce the stormwater impact from development.	Part III.A.2	
☐	☒	YEAR 4: A report on any amendments to the applicable legal authority (if applicable).	Part III.A.7.a	

DO NOT SUBMIT ANY OTHER MATERIALS

(such as records and logs of activities, monitoring raw data, public outreach materials, etc.)

SECTION VI. CERTIFICATION STATEMENT AND SIGNATURE

The Responsible Authority listed in Section I.F above must sign the following certification statement, as per Rule 62-620.305, F.A.C:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name of Responsible Authority (type or print): Steven Buckland

Title: Public Works Director

Signature: Steven P Buckland Date: 7 / 31 / 2025

SECTION VII.	STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE								
A.	**B.**						**C.**	**D.**	**E.**	**F.**
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**						**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
Part III.A.1	**Structural Controls and Stormwater Collection Systems Operation**									
	Report the current known inventory. Report the number of inspection and maintenance activities conducted for each applicable type of structure included in Table II.A.1.a, and the percentage of the total inventory of each type of structure inspected and maintained. *DEP Note: Delete structures that are not in your MS4's inventory. The permittee may choose its own unit of measurement (miles, linear feet, acres, etc.) for each structural control to be consistent with the unit of measurement in the documentation.*									
	Type of Structure	**Number of Structures**	**Number of Inspections**	**Percent Inspected**	**Number of Maintenance Activities**	**Percent Maintained**				
	MS4 pipes / culverts (miles)	3.69	0	0%	0	0%		Daily Activity Reports / Work Orders	Public Works Department	Refer to the explanation below regarding minimum inspection frequencies.
	Stormwater pump stations	2	N/A	0%	N/A	0%				
	Major outfalls	4	12	100%	0	0%				
	Minor outfalls	34	12	100%	0	0%				
	Inlets / catch basins / grates	118	52	100%	100	100%				
	If the minimum inspection frequencies set forth in Table II.A.1.a. were not met, provide an explanation of why they were not and a description of the actions that will be taken to ensure that they will be met.	☒						The City of North Bay Village's stormwater pump stations remained inactive throughout the 2024 reporting year. As a result, routine inspection and maintenance activities were not conducted, and there are no inspection records available to report for this period. Additionally, please refer to Attachment B.		

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
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Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
Part III.A.1 Summary	Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths: During the reporting year, the Village maintained consistent implementation of SWMP control measures, including routine inspections of stormwater infrastructure in accordance with the SWMP schedule (with exception of the stormwater pump stations which remained inactive during 2024).				
	Limitations: A need for improved documentation and recordkeeping of stormwater management activities has been identified. While infrastructure inspection and maintenance is consistently performed, detailed records (e.g., dates, locations, quantities, and follow-up actions) are not always systematically logged, limiting the ability to fully evaluate program performance.				
	SWMP revisions implemented to address limitations: No formal revisions have been implemented at this time. However, the Village is actively reviewing internal processes to identify opportunities to enhance documentation/recordkeeping practices. Efforts are underway to update standard operating procedures accordingly.				
Part III.A.2	**Areas of New Development and Significant Redevelopment**				
	Report the number of significant development projects, including new and redevelopment, reviewed and approved by the permittee for post-development stormwater considerations.				
	Number of significant development projects reviewed	1	Permit Logs	Building Department	-
	Number of significant development projects approved	0			
	Provide in the Year 2 Annual Report the summary report of the review activity. Provide in the Year 4 Annual Report the follow-up report on plan implementation.				
	Year 2 ONLY: Attach the summary report of the review activity	☐	N/A		
	Year 4 ONLY: Attach the follow-up report on plan implementation	☐	N/A		
Part III.A.2 Summary	Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths: The Village reviews all significant development projects for adequate stormwater management.				
	Limitations: None				
	SWMP revisions implemented to address limitations: N/A				
Part III.A.3	**Roadways**				
	Report on the litter control program, including the frequency of litter collection, an estimate of the total number of road miles cleaned or amount of area covered by the activities, and an estimate of the quantity of litter collected. *DEP Note: If the permittee does not contract activities, delete CONTRACTOR activities.*				
	PERMITTEE Litter Control: Frequency of litter collection	Weekly	Superintendent Records	Public Works	-
	PERMITTEE Litter Control: Estimated amount of area maintained (mi)	6.5			
	PERMITTEE Litter Control: Estimated amount of litter collected (cy)	480 (40 cy monthly)			
	CONTRACTOR Litter Control: Frequency of litter collection	N/A	N/A	Maintained by Permittee	
	CONTRACTOR Litter Control: Estimated amount of area maintained (lf)	N/A			
	CONTRACTOR Litter Control: Estimated amount of litter collected (cy)	N/A			

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	**B.**	**C.**	**D.**	**E.**	**F.**
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
	OPTIONAL: If an Adopt-A-Road or similar volunteer program is implemented, report the total number of road miles cleaned and an estimate of the quantity of litter collected. If you do not participate in an Adopt-A-Road program, report "0".				
	Trash Pick-up Events: Total miles cleaned	6.5	Public Works	Public Works	
	Trash Pick-up Events: Estimated amount of litter collected (lbs)	6,000	Public Works	Public Works	
	Adopt-A-Road: Total miles cleaned	-	N/A	N/A	-
	Adopt-A-Road: Estimated amount of litter collected (cy)	-	N/A	N/A	
	Report on the street sweeping program, including the frequency of the sweeping, total miles swept, an estimate of the quantity of sweepings collected, and the total nitrogen and total phosphorus loadings that were removed by the collection of sweepings. If no street sweeping program is implemented, provide the explanation of why not in column F.				
	Frequency of street sweeping	Weekly	Superintendent Records	Public Works	-
	Total miles swept	169 (6.5 mi biweekly)			
	Estimated quantity of sweeping material collected (cy)	1,152 (96 cy monthly)			
	Total phosphorous loadings removed (pounds)	953	MS4 Load Reduction Tool	FDEP Tool	
	Total nitrogen loadings removed (pounds)	1,487			
	Report the equipment yards and maintenances shops that support road maintenance activities, and the number of inspections conducted for each facility.				
	Name of Facility	**Number of Inspections**			
	Public Works Department Facility Equipment yard at 1440 79th Street Causeway	Daily (Monday-Friday)	Daily Activity Report	Public Works	-
Part III.A.3 Summary	Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths: The Village's Public Works Department performs thorough maintenance of roadways via litter pick-up and street sweeping activities, reducing the accumulation of sediment and debris in the stormwater system. Public works staff adhered to biweekly sweeping frequencies in priority areas, and road maintenance crews routinely inspected and cleaned stormwater inlets during routine roadway work. These efforts have helped minimize pollutant loads from road surfaces and supported compliance with the Village's stormwater quality objectives.				
	Limitations: A need for improved documentation and recordkeeping of stormwater management activities has been identified. While roadway maintenance is consistently performed, detailed records (e.g., dates, locations, quantities, and follow-up actions) are not always systematically logged, limiting the ability to fully evaluate program performance.				
	SWMP revisions implemented to address limitations: No formal revisions have been implemented at this time. However, the Village is actively reviewing internal processes to identify opportunities to enhance documentation/recordkeeping practices. Efforts are underway to update standard operating procedures accordingly.				

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	**B.**	**C.**	**D.**	**E.**	**F.**
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
Part III.A.4	**Flood Control Projects**				
	Report the total number of flood control projects that were constructed by the permittee during the reporting period and the number of those projects that did NOT include stormwater treatment. Provide a list of the projects where stormwater treatment was not included with an explanation for each of why it was not. Report on any stormwater retrofit planning activities and the associated implementation of retrofitting projects to reduce stormwater pollutant loads from existing drainage systems that do not have treatment BMPs.				
	Flood control projects completed during the reporting period	0	Engineering Division Records	Public Works	Village-wide outfall rehabilitation and stormwater system replacement projects.
	Flood control projects completed that did <u>not</u> include stormwater treatment	0			
	Stormwater retrofit projects planned/under construction	2			
	Stormwater retrofit projects completed	0			
	If there were projects that did not include stormwater treatment, provide as an attachment a list of the projects and an explanation for each of why it did not.	☐			
Part III.A.4 Summary	Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths: The Village is making progress on two major flood control initiatives, which represent substantial investments in improving flood resilience and stormwater conveyance throughout the city. These projects reflect the Village's proactive approach to mitigating flooding, reducing SSOs/pollutant discharge, and enhancing the capacity of its stormwater infrastructure.				
	Limitations: None				
	SWMP revisions implemented to address limitations: N/A				
Part III.A.5	**Municipal Waste Treatment, Storage, and Disposal Facilities Not Covered by an NPDES Stormwater Permit**				
	Report the applicable TSD facilities and the number of the inspections conducted for each facility.				
	Name of Facility	**Number of Inspections**			
	Public Works Department Facility Equipment yard at 1440 79th Street Causeway	Daily (Monday-Friday)	Daily Activity Report	Public Works	-
Part III.A.5 Summary	Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths: The Village maintains a strong inspection and maintenance program for its Treatment, Storage, and Disposal (TSD) facilities. Daily inspections are conducted to ensure all facilities operate as intended and remain free of blockages, structural issues, or signs of illicit discharges. This proactive approach allows staff to promptly identify and address any maintenance needs, minimizing the potential for pollutant discharge into receiving waters.				
	Limitations: A need for improved documentation and recordkeeping of stormwater management activities has been identified. While TDS facilities are consistently inspected, detailed records (e.g., dates, locations, quantities, and follow-up actions) are not always systematically logged.				
	SWMP revisions implemented to address limitations: No formal revisions have been implemented at this time. However, the Village is actively reviewing internal processes to identify opportunities to enhance documentation/recordkeeping practices. Efforts are underway to update standard operating procedures.				
Part III.A.6	**Pesticides, Herbicides, and Fertilizer Application**				
	Report the number of permittee personnel applicators and contracted commercial applicators of pesticides and herbicides who are FDACS certified / licensed.				

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	**B.**	**C.**	**D.**	**E.**	**F.**
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
	PERSONNEL: FDACS public applicators of pesticides/herbicides	0	Training Records	Publick Works	-
	CONTRACTORS: FDACS commercial applicators of pesticides/ herbicides	1	Training Records	SFM Services	-
	Report the number of permittee personnel who have been trained through the Green Industry BMP Program and the number of contracted commercial applicators of fertilizer who are FDACS certified / licensed.				
	PERSONNEL: Green Industry BMP Program training completed	0	Training Records	Public Works	-
	CONTRACTORS: FDACS certified / licensed applicators of fertilizer	4	Training Records	SFM Services	-
	Provide a copy of the adopted ordinance with the Year 2 Annual Report. If this provision is not applicable because the permittee is not within the watershed of a nutrient-impaired water body, or because the permittee adopted its own fertilizer use ordinance before January 1, 2009, indicate that in Column F.				
	Year 2 ONLY: Attach copy of adopted Florida-friendly fertilizer ordinance	☐	N/A	N/A	N/A
	Report on the public education and outreach activities that are performed or sponsored by the permittee within the permittee's jurisdiction to encourage citizens to reduce their use of pesticides, herbicides and fertilizers including the type and number of activities conducted, the type and number of materials distributed, and the number of Web site visits (if applicable).				
	Number of visitors to stormwater-related pages	292	Website Traffic Report	Information Technology Division	The Village's Public Works website contains useful information on smart irrigation practices and restrictions, as well as on proper fertilizer and pesticide disposal and recycling, for the public's reference.

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	**B.**	**C.**	**D.**	**E.**	**F.**
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
Part III.A.6 Summary	Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths: Public Services Personnel are licensed by FDACS to apply pesticides, herbicides, and fertilizer, and the Village's landscaping contractor is also properly certified. In collaboration with the Sustainability and Resiliency Task Force, the Village is focusing on conducting regular cleanups and passing ordinances to protect Biscayne Bay, such as the Florida Friendly Fertilizer initiative, which prohibits the application of fertilizer containing Nitrogen or Phosphorus from June 1 to September 30, or when tropical storm/hurricane watches or warnings are in effect in the town.				
	Limitations: While the Village has maintained some public education efforts through the Public Works website, these have been very limited. More informational material needs to be distributed to residents to increase public engagement and awareness regarding stormwater issues and pollution prevention practices.				
	SWMP revisions implemented to address limitations: No formal revisions have been implemented at this time. However, efforts are underway to update standard operating procedures accordingly, and develop a more robust and targeted public education and outreach program. This revised initiative will focus on delivering clear messaging, expanding outreach channels, and increasing community involvement to promote responsible behavior and support stormwater quality goals.				
Part III.A.7.a	**Illicit Discharges and Improper Disposal — Inspections, Ordinances, and Enforcement Measures**				
	Report amendments to legal authority in Year 4.				
	Year 4 ONLY: Attach a report on amendments to applicable legal authority	☐	N/A	N/A	N/A
Part III.A.7.c	**Illicit Discharges and Improper Disposal — Investigation of Suspected Illicit Discharges and/or Improper Disposal**				
	Report on the proactive inspection program, including the number of inspections conducted by the permittee, the number of illicit activities found, and the number and type of enforcement actions taken.				
	Proactive inspections for suspected illicit discharges	Daily (Monday-Friday)	Code Enforcement Records	Code Enforcement Division	Inspections for illicit discharge violations are performed Monday-Friday.
	Proactive Inspections performed by Miami-Dade County	1	Miami-Dade County Log	MDC RER	-
	Illicit discharges found during a proactive inspection	8	Code Enforcement Records	Code Enforcement Division	-
	NOV/WL/citation/fines issued for illicit discharges found during proactive inspection	8	Code Enforcement Records	Code Enforcement Division	-
	Report on the reactive investigation program as it relates to responding to reports of suspected illicit discharges, including the number of reports received, the number of investigations conducted, the number of illicit activities found, and the number and type of enforcement actions taken.				
	Reports of suspected illicit discharges received	5 1	Code Enforcement Records Miami-Dade County Log	Code Enforcement Division MDC RER	-
	Reactive investigations of reports of suspected illicit discharges etc.	5	Code Enforcement Records	Code Enforcement	-

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	**B.**	**C.**	**D.**	**E.**	**F.**
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
	Illicit discharges etc. found during reactive investigation	0	Miami-Dade County Log	Division MDC RER	
		0	Code Enforcement Records	Code Enforcement Division	-
		0	Miami-Dade County Log	MDC RER	
	NOV/WL/citation/fines issued for illicit discharges etc. found during reactive investigation	0	Code Enforcement Records	Code Enforcement Division	-
		0	Miami-Dade County Log	MDC RER	
	Report the type of training activities, and the number of permittee personnel and contractors trained (both in-house and outside training) within the reporting year.				
	Personnel trained	3	Certificate of Completion	FDEP	-
	Contractors trained	0	N/A	N/A	N/A
Part III.A.7.d	**Illicit Discharges and Improper Disposal — Spill Prevention and Response**				
	Report on the spill prevention and response activities, including the number of spills addressed.				
	Hazardous and non-hazardous material spills responded to	1	Superintendent Records	Public Works	-
	Report the type of training activities, and the number of permittee personnel and contractors trained (both in-house and outside training) within the reporting year.				
	Personnel trained	3	Certification of Completion	Public Works	-
	Contractors trained	1	Certification of Completion	Public Works	-
Part III.A.7.e	**Illicit Discharges and Improper Disposal — Public Reporting**				
	Report on the public education and outreach activities that are performed or sponsored by the permittee within the permittee's jurisdiction to encourage the public reporting of suspected illicit discharges and improper disposal of materials, including the type and number of activities conducted, the type and number of materials distributed, and the number of website visits (if applicable).				
	Number of visitors to stormwater-related pages	292	Website Traffic Report	Information Technology Division	The Village's Public Works website contains useful information on proper household chemical and e-

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	**B.**	**C.**	**D.**	**E.**	**F.**
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
					waste disposal, bulk waste disposal, and garbage/trash/recycling collection, for the public's reference. It also specifies disposal restrictions and enforcement actions (e.g., violations and fees).
Part III.A.7.f	**Illicit Discharges and Improper Disposal — Oils, Toxics, and Household Hazardous Waste Control**				
	Report on the public education and outreach activities that are performed or sponsored by the permittee within the permittee's jurisdiction to encourage the proper use and disposal of oils, toxics, and household hazardous waste, including the type and number of activities conducted, the type and number of materials distributed, the amount of waste collected / recycled / properly disposed, and the number of Web site visits (if applicable).				
	Household Hazardous Waste (HHW) Collection: Frequency	5 days/week	Outreach Activities Summary	Public Works	The Village offers household chemicals and electronics disposal at the hazardous waste containers within the Public Works' facilities.
	Number of visitors to stormwater-related pages	292	Website Traffic Report	Information Technology Division	The Village's Public Works website contains useful information on proper household chemical and e-waste disposal, bulk waste disposal, and garbage/trash/recycling collection, for the public's reference.
Part III.A.7.g	**Illicit Discharges and Improper Disposal — Limitation of Sanitary Sewer Seepage**				
	Report on the type and number of activities undertaken to reduce or eliminate SSOs and inflow/ infiltration, the number of SSOs or inflow / infiltration incidents				

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	**B.**	**C.**	**D.**	**E.**	**F.**
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
	found and the number resolved, and the name of the owner of the sanitary sewer system within the permittee's jurisdiction. Report only the SSOs and inflow / infiltration incidents into the MS4. *DEP Note: If the permittee does not own the sanitary sewer system, delete "activity to reduce/eliminate SSOs and I&I."*				
	Owner of the sanitary sewer system	City of North Bay Village			
	Activity to reduce/eliminate SSOs and I&I: Gravity Main CIPP Lining	448 LF	I/I Rehabilitation Plan	Ardurra Group, Inc	Completed Village-wide sewer lining
	Activity to reduce/eliminate SSOs and I&I: Sewer Lateral Lining	33 EA	I/I Rehabilitation Plan	Ardurra Group, Inc	
	Activity to reduce/eliminate SSOs and I&I: Manhole Rehabilitation	4 EA	I/I Rehabilitation Plan	Ardurra Group, Inc	-
	Activity to reduce/eliminate SSOs and I&I: Manhole Insert Installation	7 EA	I/I Rehabilitation Plan	Ardurra Group, Inc	-
	Activity to reduce/eliminate SSOs and I&I: Point Repairs	14 EA	I/I Rehabilitation Plan	Ardurra Group, Inc	-
	Activity to reduce/eliminate SSOs and I&I: Lateral Replacement	1 EA	I/I Rehabilitation Plan	Ardurra Group, Inc	-
	Activity to reduce/eliminate SSOs and I&I: Lateral Abandonment	17 EA	I/I Rehabilitation Plan	Ardurra Group, Inc	-
	Activity to reduce/eliminate SSOs and I&I: Root Removals	2 EA	I/I Rehabilitation Plan	Ardurra Group, Inc	-
	Activity to reduce/eliminate SSOs and I&I: Cleanout Restoration	31 EA	I/I Rehabilitation Plan	Ardurra Group, Inc	-
	SSO or I/I incidents discovered	5	Work Orders	Public Works	SSO incidents
	SSO or I/I incidents resolved	5	Work Orders	Public Works	
Part III.A.7 Summary	For activities required by Part III.A.7: Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths: The Village made notable progress in preventing and addressing illicit discharges. During the 2024 reporting year, a major accomplishment was the completion of a Village-wide sewer main lining rehabilitation project, which helps reduce the risk of leaks and contamination that could impact the stormwater system. In addition, the Village continues to offer weekday household chemical and electronic waste disposal services at its Public Works facility, providing residents with a convenient and environmentally responsible way to dispose of potential pollutants. The Village also maintains a program of daily proactive inspections throughout the stormwater system to identify and respond promptly to any signs of illicit discharges.				
	Limitations: While the Village has maintained some public education efforts through the Public Works website, these have been very limited. More informational material needs to be distributed to residents to increase public engagement and awareness regarding stormwater issues and pollution prevention practices.				
	SWMP Revisions implemented to address limitations: No formal revisions have been implemented at this time. However, efforts are underway to update standard operating procedures accordingly, and develop a more robust and targeted public education and outreach program. This revised initiative will focus on delivering clear messaging, expanding outreach channels, and increasing community involvement to promote responsible behavior and support stormwater quality goals.				
Part III.A.8.a	**Industrial and High-Risk Runoff — Identification of Priorities and Procedures for Inspections**				
	Report on the high-risk facilities inventory, including the type and total number of high-risk facilities. Report on the high-risk facilities inspection program, including the number of inspections conducted and the number and type of enforcement actions taken.				

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE							
A.	B.	C.			D.	E.	F.
Permit Citation/ SWMP Element	Permit Requirement/Quantifiable SWMP Activity	Number of Activities Performed			Documentation / Record	Entity Performing the Activity	Comments
	Type of Facility	Number of Facilities	Number of Inspections	Enforcement Actions			
	Operating municipal landfills	0	N/A	N/A	-	-	-
	Hazardous waste treatment, storage, disposal and recovery (HWTSDR) facilities	0	N/A	N/A	-	-	-
	EPCRA Title III, Section 313 facilities (TRI)	0	N/A	N/A	-	-	-
	Facilities determined as high-risk by the permittee	0	N/A	N/A	-	-	-
Part III.A.8.b	**Industrial and High-Risk Runoff — Monitoring for High Risk Industries**						
	Report the number of high-risk facilities sampled.						
	High-risk facilities sampled	N/A			-	-	-
Part III.A.8 Summary	For activities required by Part III.A.8: Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.						
	Strengths: N/A						
	Limitations: N/A						
	SWMP revisions implemented to address limitations: N/A						
Part III.A.9.a	**Construction Site Runoff — Site Planning and Non-Structural and Structural Best Management Practices**						
	Report the number of permittee and private pre-construction site plans reviewed for stormwater, erosion, and sedimentation controls, and the number approved.						
	PERMITTEE SITES: Construction site plans reviewed	1			Plans Review Log	Building Dept.	-
	PERMITTEE SITES: Construction site plans approved	0			Plans Review Log	Building Dept.	-
	PRIVATE SITES: Construction site plans reviewed	-			-	-	-
	PRIVATE SITES: Construction site plans approved	-			-	-	-
	Report the number of development permit applicants notified of the ERP and CGP, and the number of applicants who confirmed ERP and CGP coverage.						
	Notified of ERP stormwater permit requirements	3			Plans Review Log	Building Dept.	100% of plans reviewed are notified
	Confirmed ERP coverage	3					
	Notified of CGP stormwater permit requirements	3					
	Confirmed CGP coverage	3					
Part III.A.9.b	**Construction Site Runoff — Inspection and Enforcement**						
	Report on the inspection program for privately-operated and permittee-operated construction sites, including the number of active construction sites during the reporting year, the number of inspections of active construction sites, the percentage of active construction sites inspected, and the number and type of enforcement actions / referrals taken.						
	PERMITTEE SITES: Active construction sites	3			Plans Review Log	Building Dept.	-
	PERMITTEE SITES: Pre-, During, and Post inspections of active	14			Plans Review Log	Building Dept.	-

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	**B.**	**C.**	**D.**	**E.**	**F.**
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
	construction sites for E&S and waste control BMPs				
	PERMITTEE SITES: Percentage of active construction sites inspected	100%	Plans Review Log	Building Dept.	-
	PRIVATE SITES: Active construction sites	-	-	-	-
	PRIVATE SITES: Pre-, During, and Post inspections of active construction sites for E&S and waste control BMPs	-	-	-	-
	PRIVATE SITES: Percentage of active construction sites inspected	-	-	-	-
	Enforcement Action	0	Plans Review Log	Building Dept.	-

Part III.A.9.c	**Construction Site Runoff — Site Operator Training**					
	Report the type of training activities, the number of inspectors, site plan reviewers and site operators trained (both in-house and outside training).					
		DEP Certification	**Annual Training**			
	Permittee construction site inspectors	2	2	Certificate on File Erosion & Sedimentation Control and Illicit Discharges	CAP	Building and Civil Inspectors
	Permittee construction site plan reviewers	2	2			
	Permittee construction site operators		2			
Part III.A.9 Summary	For activities required by Part III.A.9: Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.					
	Strengths: Village staff is well trained in stormwater erosion and sedimentation control (as well as illicit discharge identification and response). Construction site runoff is a major area of concern during the plans review process, where it is always addressed. All new project sites are assigned civil and public works reviews, where developers are notified of Construction General Permit and Environmental resource permit requirements. Permits are not issued before compliance is verified. Building Department reviewers and inspectors are certified via Florida Stormwater Erosion and Sedimentation Control course.					
	Limitations: None					
	SWMP revisions implemented to address limitations: N/A					

SECTION VIII. CHANGES TO THE STORMWATER MANAGEMENT PROGRAM (SWMP) ACTIVITIES (Not Applicable In Year 4)		
A.	**Permit Citation/ SWMP Element**	**Proposed Changes to the Stormwater Management Program Activities Established as Specific Requirements Under Part III.A of the Permit (Including the Rationale for the Change) — REQUIRES DEP APPROVAL PRIOR TO CHANGE IF PROPOSING TO REPLACE OR DELETE AN ACTIVITY.**
		None identified. SWMP was developed and is being implemented.
B.	**Permit Citation/ SWMP Element**	**Changes to the Stormwater Management Program Activities NOT Established as Specific Requirements Under Part III.A of the Permit (Including the Rationale for the Change)**
		None identified. SWMP was developed and is being implemented.

SECTION IX. TMDL Status Report

A. YEAR 1 Provide a table summarizing the status of the TMDL process. Include a list of prioritized TMDLs and their monitoring and implementation schedule; and include the Identification number of the outfall prioritized for TMDL monitoring.

WBID Number	Segment/ Waterbody/ Basin	Pollutant of Concern	TMDL DEP / EPA	Percent Reduction (WLA)	Priority Rank	Priority Outfall	Monitoring Summary / BPCP Due Date	Supplemental SWMP Due Date
			☐ / ☐		1		(*Year 3 AR*)	(*Year 4 AR; N/A) if BPCP*)
			☐ / ☐					
			☐ / ☐					

B. YEAR 3 and annually thereafter, provide a summary of the estimated load reductions that have occurred for the pollutant(s) of concern being discharged from the MS4 to the TMDL water body during the reporting period and cumulatively since the date the Supplemental SWMP was implemented.

Year 3: Submit a Monitoring data summary or BPCP (if applicable).

Year 4: Submit a Supplemental SWMP (if applicable).

DEP Note: Cycle 3 TMDL Status Updates may be reported in this section.

WBID Number	Pollutant of Concern	Monitoring Summary / BPCP Submitted	Supplemental SWMP Submitted	Projected load reductions OR Actual load reductions to date
		(*Year 3 AR*)	(*Year 4 AR; N/A if BPCP*)	

C. Provide a brief statement as to the status of TMDL implementation according to Part VIII.B. of the permit (e.g. status of monitoring to validate WLA):

Currently, no TMDL has been established by EPA or DEP for WBIDs which are out of compliance with water quality parameters and are located within the City's municipal boundaries.

List of Attachments

Attachment A – Customized Miami-Dade County & NPDES Co-Permittees Surface Water Quality Monitoring Report (as applicable for the City of North Bay Village)

Attachment B – Organizational Transition Letter

Attachment A

Customized Miami-Dade County & NPDES Co-Permittees Surface Water Quality Monitoring Report

City of North Bay Village

Surface Water Quality Monitoring Report

(Customized from Miami-Dade County & NPDES Co-Permittees Surface Water Quality Monitoring Report dated May 15, 2025)

For the Period
January 1, 2024 to December 31, 2024

July 31st, 2025

Prepared for:

Florida Department of Environmental Protection
NPDES Stormwater Program
2600 Blair Stone Road, MS 3585
Tallahassee, FL 32399-2400

Prepared By:

Ardurra Group, Inc.
1000 NW 57th Ct, Suite 800
Miami, FL 33126

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1.1 – Introduction

The purpose of this Report is to summarize and customize the "Surface Water Quality Monitoring: Results and Discussion Report from January 2024 - December 2024 as per Part V.B. of the NPDES MS4 Permit No. FLS000003-004 issued to Miami-Dade County and NPDES Co-Permittees" as applicable to the City of North Bay Village.

As indicated in the Miami-Dade County & Co-permittees Report:

> *The monitoring protocol and activities described in this report are conducted on behalf of the political Miami-Dade County (MDC) and the thirty (30) National Pollutant Discharge Elimination System (NPDES) co-permittees (except Florida Turnpike Enterprise and the City of Opa-Locka), pursuant to the requirements of Part V.B. of the Phase I Municipal Separate Storm Sewer System (MS4) Permit No. FLS000003-004. Florida Turnpike Enterprise and the City of Opa-Locka opted to conduct their own water quality monitoring and prepare their own annual reports. Miami-Dade County and its Co-Permittees' current Monitoring Plan dated January 1, 2019 was approved by the Florida Department of Environmental Protection (FDEP) on February 13, 2019.*
>
> *Interlocal Agreements, initially executed in 1994 with each of the co-permittees, provided funding and enabled the implementation of the National Pollutant Discharge Elimination System Permit-required Surface Water Quality Monitoring Program (NPDES-SWQP). The Interlocal Agreements have been renewed periodically, and have been most recently renewed on January 4, 2023, for the 5-year term of October 1, 2022 to September 30, 2027.*

A Water Body Identification number (WBID) is an assessment unit that is intended to represent Florida's waterbodies at the watersheds or sub-watershed scale. WBIDs have a unique identification number that is tracked by the department and have a geographic delineation as a polygon layer. The WBIDs located within North Bay Village's boundary are identified in Table 1 based on FDEP Geospatial Open Data updated as of January 2025.

Table 1 – WBIDs within North Bay Village's Boundary

WBID	WATERBODY	WATER_TYPE
3226H5	ICWW – NORTHERN NORTH BAY	ESTUARY
3226H6	ICWW – SOUTHERN NORTH BAY	ESTUARY

1.2 – Water Quality Sampling Activities

As indicated in the Miami-Dade County & Co-permittees Report:

> *The sampling activities follow the provisions of the monitoring program described in the supplement to the Part 2 Application, submitted to EPA Region IV on April 28, 1995 by the Miami-Dade County Department of Environmental Resources Management (DERM), which has since been morphed into Miami-Dade County's Department of Regulatory and*

Economic Resources (RER). Furthermore, sampling activities follow the provisions of the Memorandum of Understanding (MOU) issued by the EPA Region 4, after a meeting on January 29, 1997, held at DERM. On February 13, 2019, the Florida Department of Environmental Protection (FDEP) approved a Miami-Dade County sampling plan of eighty-six (86) stations; forty-one (41) fresh water and forty-five (45) estuarine sites located at discharge points of the canals into Biscayne Bay, and within the Bay itself.

Surface water quality sampling was conducted monthly between January and December 2024 by the staff of the RER Restoration & Enhancement Section. For evaluation of the numerical criteria, all of the monitoring program's one hundred and thirty-seven (137) stations— currently existing and discontinued (Figure 2) — within forty-four (44) WBIDs and/or nine (9) Nutrient Regions were used since the State of Florida's methods for determining impaired waters (Chapter 62-303, F.A.C.) recommend using 7.5 years of data. In order to obtain a more robust assessment, all of the data for that period, including those from the discontinued stations were utilized in the analyses. For Fiscal Year 2014, the South Florida Water Management District did not renew the Biscayne Bay Water Quality Monitoring Program's contract, which historically was cost shared with the NPDES permit funding. The number of stations were reduced from ninety-seven (97) to eighty-six (86) in 2014. Reductions were made primarily to open water bay stations in locations where results were similar and considered duplicative.

The current monitoring stations located within North Bay Village's boundary are shown in Figure 1.



Figure 1 – Monitoring Stations within North Bay Village's Boundary

1.3 – Sample Collection

The surface water sampling process is indicated in the Miami-Dade County & Co-permittees Report states that:

> *All field documentation, sample collection, and field meter calibration were performed in compliance with the FDEP Standard Operating Procedures for Field Activities (FDEP SOP 001/01).*

1.4 – Sample Analysis

The Miami-Dade County & Co-permittees Report lists the following NPDES Recommended Parameters and "other parameters for consideration" which were sampled as part of the Report:

Table 2 – List of Sampled Parameters

Recommended Parameters	Other Parameters for Consideration
Chlorophyll-A**	Ammonia*
Conductivity (Salinity)*	Biochemical Oxygen Demand
Copper, Dissolved*	Cadmium, Dissolved*
Dissolved Oxygen*	Chemical Oxygen Demand
Escherichia Coli*	Chromium*
Enterococcus*	Color
Hardness	Lead, Dissolved*
Nitrate + Nitrite	Oil & Grease
pH	Ortho-phosphorus
Total Kjeldahl Nitrogen	Total Dissolved Phosphorus
Total Nitrogen**	Total Dissolved Solids*
Total Phosphorus**	Total Organic Carbon
Total Suspended Solids	Zinc, Dissolved*
Turbidity*	Any other parameter(s) of interest to the jurisdiction

* Parameters with established State or County Criterion
** Estuary-Specific Numeric Criterion

The samples were analyzed by laboratories that maintain NELAC certification for specific parameters as indicated in Section 1.4 of the Miami-Dade County & Co-permittees Report.

1.5 – Data Analyses and Reporting

Data was analyzed, designated and reported based on water quality criteria established by the State of Florida (62-302.530 and 62-302-532, F.A.C.) or Miami-Dade County (Municipal Code of Miami-Dade County, Chapter 24-42[4]; Surface Water Quality Standards), as indicated in Section 1.5 of the Miami-Dade County & Co-permittees Report.

Table 3 in the Miami-Dade County & Co-permittees Report shows the statistical analysis utilized to establish the number of samples not meeting the criterion which result in the WBID being placed on the Verified List of Impaired Waters.

As indicated in the Report:

> *Parameters with numeric criteria listed in 62-302.530 F.A.C., were evaluated according to the procedures specified in the State of Florida's Impaired Waters Rule (Chapter 62-303, F.A.C.) for determination of a 'Verified Impaired' water body. The Rule establishes specific data requirements and an assessment period of the most recent 7.5 years for data evaluation. Data utilized in these comparisons met or exceeded the data quality and density requirements of the Rule.*

1.6 – Numeric Nutrient Standards for Florida Waters

Per the Miami-Dade County & Co-permittees Report:

> *Data was analyzed, designated and reported based on water quality criteria established by the State of Florida (62-302.530 and 62-302-532, F.A.C.) or Miami-Dade County (Municipal Code of Miami-Dade County, Chapter 24-42[4]; Surface Water Quality Standards), as indicated in Section 1.5 of the Miami-Dade County & Co-permittees Report.*
>
> *For those nutrients with numeric interpretations of narrative criteria listed in 62-302.532 F.A.C., the evaluation followed the protocol as noted in that section of the F.A.C. At the present time, only estuarine and coastal waters have designated numeric nutrient criteria. The F.A.C. defines compliance with the criterion as: "Annual Geometric Mean (AGM) will not be exceeded more than once in a 3-year period" (62-302.532(h)). To calculate an annual geometric or arithmetic mean for TN, TP, or Chlorophyll-A, there shall be at least four temporally independent samples per year with at least one sample taken between May 1 and September 30 and at least one sample taken during the other months of the calendar year. To be treated as temporally independent, samples must be taken at least one week apart.*

Estuary-specific Numeric Nutrient Criteria for Coastal and Marine waters within North Bay Village's Boundary (i.e., Biscayne Bay) are shown in Table 3 below:

Table 3 – Numeric Interpretation of the State of Florida's narrative nutrient criteria (per Table 4 of the Miami-Dade County and Co-Permittee Report)

ENR	Estuary	Total Phosphorus	Total Nitrogen	Chlorophyll-A
(h) Biscayne Bay		Annual geometric means that shall not be exceeded more than once in a three-year period		
ENRH5	5. Northern North Bay (NNB)	0.012 mg/L	0.30 mg/L	1.7 µg/L
ENRH9	9. Southern North Bay (SNB)	0.010 mg/L	0.29 mg/L	1.1 µg/L

Figure 2 shows the Estuarine Regions evaluated for nutrient impairments within the geographic boundary of North Bay Village.



Figure 2 – Estuary Regions within North Bay Village's Boundary

2.0 – Results

This section of the report is to summarize the Results of the Miami-Dade County & Co-Permittees Surface Water Monitoring Report for 2024 as it pertains to the geographic limits and water bodies within North Bay Village's boundary.

2.1 – WBID Compliance with Water Quality Criteria

Table 4 lists the WBIDs within North Bay Village that, based on the Miami-Dade County & Co-permittees Analysis and the assessment procedures provided in the Impaired Waters Rule (IWR) (62-303 F.A.C.), are not meeting their designated use, as they are non-compliant with one or more surface water quality criteria.

Table 4 – Summary of WBIDs within North Bay Village showing non-compliance with surface water quality criteria (per Table 6 of the Miami-Dade County & Co-Permittees Report)

Parameter	SFWMD Canal Name	Local Name	WBID Number	No. of Samples not Meeting Criterion	Total Samples (N)	Percent of Samples Not Meeting Criterion
Enterococci	Bay	Biscayne Bay	3226H6	119	833	14

The evaluation indicates that Biscayne Bay is not in compliance with its associated criteria for *Enterococci*. The WBIDs where parameters do not meet the County/State standards are highlighted (in red) in Figure 3.

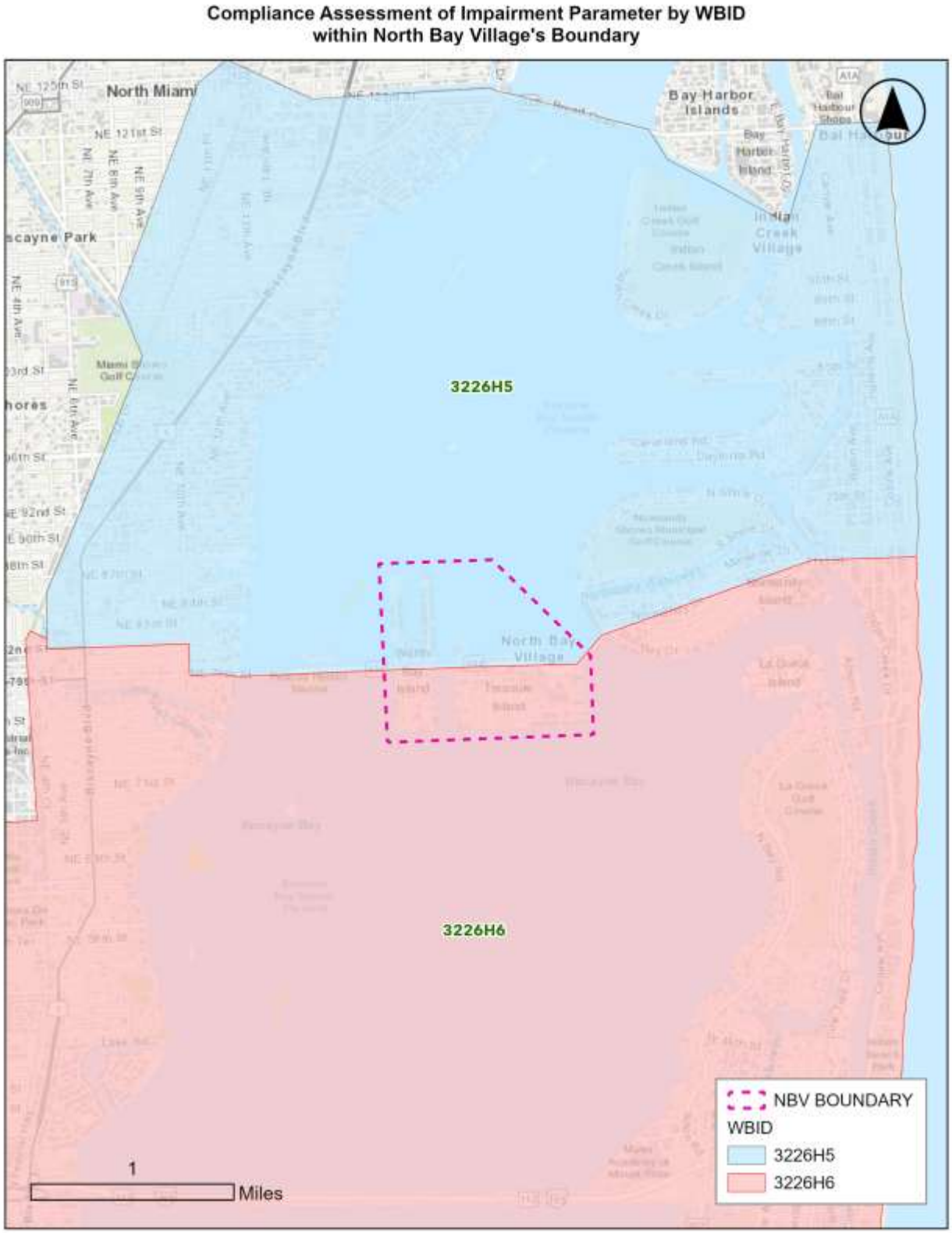

Figure 3 – Compliance Assessment of Impairment Parameter by WBID within North Bay Village

2.2 – Evaluation of Parameters without State or County Numeric Criteria

Table 5 presents evaluations for parameters calculated in North Bay Village's WBIDs since 2022 (3 years) with the comparison of the Annual Geometric Mean to the Baseline Criterion, along with the Percent Difference:

$$\frac{\text{AGM – Baseline Criterion}}{\text{Baseline Criterion}} \text{ X } 100$$

As indicated in the Miami-Dade County & Co-permittees Report, Negative values in the Difference column suggests that there is an improvement since the 1996-2004 good conditions period.

Table 5 – Assessment of Parameters without Established Numeric Criteria (from Table 9 of the Miami-Dade County & Co-Permittees Report)

Parameter	WBID	Year	Total Annual Samples (N)	Baseline Criterion (80th Percentile)	Annual Geometric Mean	Difference	Percent Difference
Color (Apparent)	3226H6	2022	24	19.3	15.3	20.6	-4.0
Color (Apparent)	3226H6	2023	20	19.3	7.2	62.4	-12.0
Color (Apparent)	3226H6	2024	8	19.3	12.1	36.9	-7.1
Nitrate/Nitrite	3226H5	2022	35	0.042	0.023	46.1	-0.019
Nitrate/Nitrite	3226H5	2023	47	0.042	0.014	65.8	-0.028
Nitrate/Nitrite	3226H5	2024	43	0.042	0.014	65.9	-0.028
Nitrate/Nitrite	3226H6	2022	105	0.056	0.017	69.4	-0.039
Nitrate/Nitrite	3226H6	2023	145	0.056	0.014	74.8	-0.042
Nitrate/Nitrite	3226H6	2024	161	0.056	0.012	78.7	-0.044
Total Phosphorus	3226H5	2022	36	0.008	0.009	12.3	0.001
Total Phosphorus	3226H5	2023	47	0.008	0.005	36.4	-0.003
Total Phosphorus	3226H5	2024	40	0.008	0.007	10.3	-0.001
Total Phosphorus	3226H6	2022	108	0.010	0.007	25.4	-0.003
Total Phosphorus	3226H6	2023	144	0.010	0.005	54.2	-0.005
Total Phosphorus	3226H6	2024	153	0.010	0.006	38.2	-0.004

As indicated in Section 2.8 of the Miami-Dade County & Co-Permittees Report:

> *Biological Oxygen Demand (BOD) is an indicator of eutrophication and is directly related to oxygen consumption and availability in water bodies. Most WBIDs that exceeded the baseline BOD criterion were also impaired for Dissolved Oxygen, which suggests that in those areas, groundwater exchange may not be the sole or primary driver of low DO values. Degradation in nutrient parameters is in agreement with other studies that show increasing trends in nutrients and Chlorophyll-a in sections of Biscayne Bay—the receiving waters—and observations of ecological changes within the Bay.*

Suspended solids in a body of water may be due to natural or unnatural causes, where excesses above 'background' are often attributed to human causes and are a concern primarily for drinking water. Imports of inorganic materials can easily become suspended due to runoff, erosion, and resuspension from hydrodynamics. When suspended solids exceed expected concentrations, they can negatively impact a body of water by blocking light necessary for photosynthesis in the water column and in the benthic community, including interfering with the self-cleaning mechanisms of corals through smothering that can lead to tissue necrosis. Similar to suspended solids, dissolved solids have natural sources and levels, and elevated levels can result from toxic heavy metals or organic pollutants—none of which were identified in this evaluation.

For parameters BOD, COD, TSS, and TDS, the comparison to the baseline is not valid because detection limits and analysis methods changed appreciably over time. Therefore, assessments of water quality with these comparisons are artificially influenced by analysis procedures and methods rather than actual analyte concentrations, particularly when ½ the method detection limit is used as a concentration value.

3.0 – Summary of Miami-Dade County Surface Water Quality Monitoring Program

The Miami Dade County & Co-Permittee Surface Water Quality Report included data from a total of 236,867 samples collected at monitoring stations within forty-four (44) WBIDs and thirteen (13) estuarine regions, during ninety (90) sampling events over the past 7.5 years. Samples were evaluated by WBID or estuarine regions using the established State of Florida or MDC criteria—a total of twenty (20) parameters (17 plus 3 Nutrient Criteria: TP, TN, and Chlorophyll-a in estuarine regions).

Within North Bay Village's Boundary there are two (2) Estuarine Regions identified for the evaluation of nutrient impairments. All of these Estuarine Regions do not meet the Chlorophyll-a criteria. There are also two (2) WBID's within North Bay Village's Boundary which have been identified by the State of Florida as 'impaired' for one or more parameters and are presently listed on the State's list of 'Verified Impaired Waters' as shown in Table 6.

Table 6 – 2022-2024 Verified List of Impaired Waters for Estuary Regions within North Bay Village's Boundary (per Table 10 in the Miami-Dade County & Co-Permittees Report)

Group Name	WBID	Waterbody Name	Waterbody Type	Waterbody Class [1]	Parameters Assessed Using the Impaired Surface Waters Rule (IWR)	Criterion Concentration or Threshold Not Met	† Previous Cycle Summary Assessment Category [2]	† Current Assessment Category [3]	† Integrated Report Category Summary Assessment	Summary Assessment Status	Priority for TMDL Development [4]	Planning Period Assessment Data [5]	Verified Period Assessment Data [5]	Comments
Southeast Coast - Biscayne Bay	3226H5	ICWW - Northern North Bay	Estuary	3M	Nutrients (Chlorophyll-a)	AGM ≤ 11 µg/L ENRH5: AGM ≤ 1.7 µg/L	NA	5	5	Impaired	Medium	AGM 2010 (2 µg/L) 2011 (1 µg/L) 2012 (1 µg/L) 2013 (2 µg/L) 2014 (3 µg/L) 2015 (2 µg/L) 2016 (2 µg/L) 2017 (3 µg/L) 2018 (3 µg/L) 2019 (2 µg/L) ENRH5 (AGM) 2010 (2.6 µg/L) 2011 (2.3 µg/L) 2012 (2.2 µg/L) 2013 (2.1 µg/L) 2014 (2.3 µg/L) 2015 (2.2 µg/L) 2016 (2.2 µg/L) 2017 (2.2 µg/L) 2018 (1.2 µg/L) 2019 (1.6 µg/L)	AGM 2015 (2 µg/L) 2016 (2 µg/L) 2017 (3 µg/L) 2018 (3 µg/L) 2019 (2 µg/L) 2020 (3 µg/L) 2021 (5 µg/L) ENRH5 (AGM) 2015 (2.2 µg/L) 2016 (2.2 µg/L) 2017 (2.2 µg/L) 2018 (1.2 µg/L) 2019 (1.6 µg/L) 2020 (2.3 µg/L) 2021 (1.4 µg/L)	This waterbody is impaired for this parameter because the annual geometric means exceeded the criteria more than once in a three-year period. This parameter is being added to the Verified List and the department is requesting EPA add it to the 303(d) List.
Southeast Coast - Biscayne Bay	3226H6	ICWW - Southern North Bay	Estuary	3M	*Enterococci*	≤ 130 Counts / 100 mL	NA	5	5	Impaired	High	39/236	72/470	This waterbody is impaired for this parameter based on the number of exceedances for the sample size and anthropogenic sources have been confirmed using genetic marker and chemical tracer data. This parameter is being added to the Verified List and the department is requesting EPA add it to the 303(d) List.

Group Name	WBID	Waterbody Name	Waterbody Type	Waterbody Class [1]	Parameters Assessed Using the Impaired Surface Waters Rule (IWR)	Criterion Concentration or Threshold Not Met	† Previous Cycle Summary Assessment Category [2]	† Current Assessment Category [3]	† Integrated Report Category Summary Assessment	Summary Assessment Status	Priority for TMDL Development [4]	Planning Period Assessment Data [5]	Verified Period Assessment Data [5]	Comments
Southeast Coast - Biscayne Bay	3226H6	ICWW - Southern North Bay	Estuary	3M	Nutrients (Chlorophyll-a)	AGM ≤ 11 µg/L ENRH9: AGM ≤ 1.1 µg/L	NA	5	5	Impaired	Medium	AGM 2010 (4 µg/L) 2011 (2 µg/L) 2012 (2 µg/L) 2013 (2 µg/L) 2014 (3 µg/L) 2015 (3 µg/L) 2016 (2 µg/L) 2017 (3 µg/L) 2018 (2 µg/L) 2019 (3 µg/L) ENRH9 (AGM) 2010 (1.1 µg/L) 2011 (0.9 µg/L) 2012 (0.8 µg/L) 2013 (1.5 µg/L) 2014 (2.0 µg/L) 2015 (2.1 µg/L) 2016 (1.6 µg/L) 2017 (1.8 µg/L) 2018 (1.6 µg/L) 2019 (1.3 µg/L)	AGM 2015 (3 µg/L) 2016 (2 µg/L) 2017 (3 µg/L) 2018 (2 µg/L) 2019 (3 µg/L) 2020 (3 µg/L) 2021 (3 µg/L) ENRH9 (AGM) 2015 (2.1 µg/L) 2016 (1.6 µg/L) 2017 (1.8 µg/L) 2018 (1.6 µg/L) 2019 (1.3 µg/L) 2020 (1.6 µg/L) 2021 (1.3 µg/L)	This waterbody is impaired for this parameter because the annual geometric means exceeded the criteria more than once in a three-year period. This parameter is being added to the Verified List and the department is requesting EPA add it to the 303(d) List.

For footnotes, please refer to Table 10 on the Miami-Dade County & Co-Permittees Report

Table 7 – WBIDs within North Bay Village with their Out-of-Compliance Parameters or Exceeds Background Conditions (per Table 11 in the Miami-Dade County & Co-Permittees Report)

WBID	SFWMD Canal Name	Local Name	Parameters not in Compliance or Exceeds Background Conditions	State-Listed Parameters
3226H5	Bay	Biscayne Bay	Chlorophyll-a, Total Phosphorus, Total Nitrogen	
3226H6	NO	North Canal	Chlorophyll-a, *Enterococci*, Total Phosphorus, Total Nitrogen	Chlorophyll-a, *Enterococci*,

Attachment 1 – Sampling frequency of each parameter per Station nearby North Bay Village (per Miami-Dade & Co-Permittees Report Attachment 1)

STATION	Physical	PAR	*Entero*	*E.coli*	TP	TKN	NH3-N	NOx-N	O-P04	Turb	Chl-a	Color	TSS	TDS	BOD	COD	Cu-SW	Pb-SW	Zn-SW	Cd-SW	Cr-SW	Ni-SW	As-SW	Hg-SW	HRD NES	Cu-SA	Pb-SA	Zn-SA	Cd-SA
BB11	M	M	M		M	M	M	M	M	M	M		Q													1 in 5	1 in 5	1 in 5	1 in 5
BB14	M	M	M		M	M	M	M	M	M	M		Q													1 in 5	1 in 5	1 in 5	1 in 5

M = MONTHLY: JAN - DEC; **B** = BIMONTHLY: JAN, MAR, MAY, JUL, SEP, NOV; **Q** = QUARTERLY: MAR, JUN, SEP, DEC; **SA** = SEMI-ANNUAL: MAR, SEP; **A** = ANNUALLY: MAR.

Attachment 2 – Statistical Summaries by WBIDs within North Bay Village (per Attachment 2 of the Miami-Dade County & Co-Permittees Report)

Parameter	WBID	Local Name	State Criterion	County Criterion	Units	Number of Samples in Compliance	Percent of Samples in Compliance	Total Samples (N)	IWR-Based Evaluation	Geometric Mean	Min	Median	75th Percentile	95th Percentile	Max
Ammonia Nitrogen	3226H5	Biscayne Bay		0.5	mg/L	303	100	303	Compliant	0.019	0.005	0.018	0.065	0.178	0.363
Ammonia Nitrogen	3226H6	Biscayne Bay		0.5	mg/L	881	100	884	Compliant	0.014	0.005	0.010	0.030	0.129	3.037
Arsenic	3226H5	Biscayne Bay	50	50	ug/L	4	100	4	Small N	3.0	3.0	3.0	3.0	3.0	3.0
Arsenic	3226H6	Biscayne Bay	50	50	ug/L	10	100	10	Small N	3.0	3.0	3.0	3.0	3.0	3.0
Barium	3226H5	Biscayne Bay			ug/L	n/a	n/a	4	n/a	1.0	1.0	1.0	1.0	1.0	1.0
Barium	3226H6	Biscayne Bay			ug/L	n/a	n/a	10	n/a	1.0	1.0	1.0	1.0	1.0	1.0
BOD_5	3226H6	Biscayne Bay			mg/L	n/a	n/a	1	n/a	4.2	4.2	4.2	4.2	4.2	4.2
Cadmium	3226H5	Biscayne Bay	8.8		ug/L	4	100	4	Small N	1.0	1.0	1.0	1.0	1.0	1.0
Cadmium	3226H6	Biscayne Bay	8.8		ug/L	10	100	10	Small N	1.0	1.0	1.0	1.0	1.0	1.0
Chlorophyll-a	3226H5	Biscayne Bay	1.7		ug/L	152	50	302	Non-Compliant	2.0	0.4	1.7	2.9	7.7	58.7
Chlorophyll-a	3226H6	Biscayne Bay	1.1		ug/L	243	28	858	Non-Compliant	1.7	0.2	1.6	2.6	6.2	36.5
Chromium	3226H5	Biscayne Bay			ug/L	n/a	n/a	4	n/a	1.0	1.0	1.0	1.0	1.0	1.0
Chromium	3226H6	Biscayne Bay			ug/L	n/a	n/a	10	n/a	1.0	1.0	1.0	1.0	1.0	1.0
COD	3226H5	Biscayne Bay			mg/L	n/a	n/a	2	n/a	53.3	20.0	81.0	111.5	135.9	142.0
COD	3226H6	Biscayne Bay			mg/L	n/a	n/a	4	n/a	99.5	27.0	129.5	202.5	249.3	261.0
Color (Apparent)	3226H5	Biscayne Bay			PCU	n/a	n/a	24	n/a	11.4	2.5	10.0	13.5	30.5	36.0
Color (Apparent)	3226H6	Biscayne Bay			PCU	n/a	n/a	136	n/a	10.7	2.5	11.0	14.0	23.0	80.0
Copper	3226H5	Biscayne Bay	3.7	400	ug/L	4	100	4	Small N	2.0	2.0	2.0	2.0	2.0	2.0
Copper	3226H6	Biscayne Bay	3.7	400	ug/L	10	100	10	Small N	2.0	2.0	2.0	2.0	2.0	2.0
Dissolved Oxygen	3226H5	Biscayne Bay			mg/L	n/a	n/a	313	n/a	6.07	1.88	6.40	6.97	7.70	8.95
Dissolved Oxygen	3226H6	Biscayne Bay			mg/L	n/a	n/a	896	n/a	5.91	0.34	6.07	6.58	7.34	11.84
DO%	3226H5	Biscayne Bay			% Sat	311	99	313	Compliant	87.8	33.7	92.7	101.1	111.1	135.7
DO%	3226H6	Biscayne Bay			% Sat	888	99	896	Compliant	87.0	3.6	90.5	95.6	104.2	172.4
Enterococci	3226H5	Biscayne Bay	130		MPN/100ML	268	91	295	Compliant	16.4	0.5	10.0	52.0	235.4	6130.0
Enterococci	3226H6	Biscayne Bay	130		MPN/100ML	714	86	833	Non-Compliant	19.1	0.5	10.0	52.0	473.8	24200.0
Escherichia coli	3226H5	Biscayne Bay			MPN/100ML	n/a	n/a	81	n/a	173.7	5.0	199.0	341.0	988.0	6870.0
Escherichia coli	3226H6	Biscayne Bay			MPN/100ML	n/a	n/a	86	n/a	226.2	5.0	242.0	444.8	1512.5	3076.0
Lead	3226H5	Biscayne Bay	8.5		ug/L	4	100	4	Small N	1.5	1.5	1.5	1.5	1.5	1.5
Lead	3226H6	Biscayne Bay	8.5		ug/L	9	90	10	Small N	2.1	1.5	1.5	1.5	23.2	41.0
Nitrate/Nitrite (NOX)	3226H5	Biscayne Bay			mg/L	n/a	n/a	304	n/a	0.022	0.003	0.025	0.060	0.208	0.457
Nitrate/Nitrite (NOX)	3226H6	Biscayne Bay			mg/L	n/a	n/a	868	n/a	0.018	0.003	0.020	0.037	0.159	0.465
Ortho Phosphate	3226H5	Biscayne Bay			mg/L	n/a	n/a	300	n/a	0.000	0.000	0.004	0.007	0.016	0.027
Ortho Phosphate	3226H6	Biscayne Bay			mg/L	n/a	n/a	865	n/a	0.000	0.000	0.003	0.004	0.018	0.065
pH (Field)	3226H5	Biscayne Bay	6.5-8.5		None	300	100	300	Compliant	7.86	7.15	7.90	7.98	8.10	8.48
pH (Field)	3226H6	Biscayne Bay	6.5-8.5		None	878	100	878	Compliant	7.87	7.05	7.89	7.98	8.09	8.41

Parameter	WBID	Local Name	State Criterion	County Criterion	Units	Number of Samples in Compliance	Percent of Samples in Compliance	Total Samples (N)	IWR-Based Evaluation	Geometric Mean	Min	Median	75th Percentile	95th Percentile	Max
Phosphorus, Total (TP)	3226H5	Biscayne Bay	0.012		MGL	211	72	293	Non-Compliant	0.008	0.001	0.008	0.013	0.028	0.045
Phosphorus, Total (TP)	3226H6	Biscayne Bay	0.01		mg/L	662	79	834	Non-Compliant	0.007	0.001	0.006	0.009	0.028	0.109
Salinity	3226H5	Biscayne Bay			PSU	n/a	n/a	313	n/a	26.43	0.44	30.09	32.58	35.12	36.85
Salinity	3226H6	Biscayne Bay			PSU	n/a	n/a	898	n/a	29.15	0.52	30.88	32.97	35.53	37.83
Selenium	3226H5	Biscayne Bay			ug/L	n/a	n/a	4	n/a	147.9	116.0	144.0	169.5	194.7	201.0
Selenium	3226H6	Biscayne Bay			ug/L	n/a	n/a	10	n/a	46.6	4.0	123.5	136.3	181.3	206.0
Silver	3226H5	Biscayne Bay			ug/L	n/a	n/a	3	n/a	0.50	0.50	0.50	0.50	0.50	0.50
Silver	3226H6	Biscayne Bay			ug/L	n/a	n/a	6	n/a	0.50	0.50	0.50	0.50	0.50	0.50
Specific Conductivity	3226H5	Biscayne Bay			uS/cm	n/a	n/a	313	n/a	41516.1	896.7	46551.0	49783.5	53246.5	55545.8
Specific Conductivity	3226H6	Biscayne Bay			uS/cm	n/a	n/a	898	n/a	45125.2	1065.6	47414.7	50308.2	53836.3	56966.7
Temperature (Field)	3226H5	Biscayne Bay			deg C	n/a	n/a	313	n/a	26.7	17.6	27.4	29.4	31.6	32.7
Temperature (Field)	3226H6	Biscayne Bay			deg C	n/a	n/a	898	n/a	26.6	16.6	27.4	29.4	31.8	32.7
Total Kjeldahl Nitrogen	3226H5	Biscayne Bay			mg/L	n/a	n/a	252	n/a	0.28	0.03	0.29	0.40	0.69	0.99
Total Kjeldahl Nitrogen	3226H6	Biscayne Bay			mg/L	n/a	n/a	706	n/a	0.28	0.04	0.29	0.38	0.68	3.39
Total Nitrogen	3226H5	Biscayne Bay	0.3		mg/L	53	42	126	Non-Compliant	0.329	0.003	0.337	0.458	0.961	1.260
Total Nitrogen	3226H6	Biscayne Bay	0.29		mg/L	143	38	372	Non-Compliant	0.318	0.030	0.319	0.413	0.784	3.397
TSS	3226H5	Biscayne Bay		40	mg/L	67	100	67	Compliant	4.48	1.25	3.50	13.20	18.97	25.40
TSS	3226H6	Biscayne Bay		40	mg/L	132	100	132	Compliant	5.17	1.25	4.65	12.80	21.59	29.00
Turbidity	3226H5	Biscayne Bay		29	NTU	298	100	298	Compliant	0.92	0.30	0.90	1.30	2.00	4.90
Turbidity	3226H6	Biscayne Bay		29	NTU	865	100	866	Compliant	1.71	0.30	1.70	2.40	4.90	30.50
Vanadium	3226H5	Biscayne Bay			ug/L	n/a	n/a	4	n/a	66.84	53.00	68.50	76.50	80.10	81.00
Vanadium	3226H6	Biscayne Bay			ug/L	n/a	n/a	10	n/a	70.40	55.00	68.50	74.25	90.60	96.00

Attachment B

Organizational Transition Letter

North Bay Village
1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.northbayvillage-fl.gov

July 31st, 2025

Florida Department of Environmental Protection
NPDES Stormwater Program
3900 Commonwealth Blvd.
Tallahassee, FL 32399

Subject: Organizational Transition during the 2024 NPDES Reporting Year

To Whom It May Concern,

During the 2024 reporting year, North Bay Village experienced a complete turnover in Public Works leadership and operational personnel. This organizational transition included the replacement of the Village Manager, Public Works Director, Operations Superintendent, and the majority of support staff within the department.

As a result of this significant staffing change, there was a loss of institutional knowledge and a disruption in documentation continuity. Key information related to certain required activities under the Village's NPDES permit was not retained or properly transitioned between outgoing and incoming personnel. We acknowledge the impact this has had on the completeness of our 2024 NPDES report.

Despite these challenges, the Village remains fully committed to achieving and maintaining compliance with all NPDES permit requirements. We are actively implementing new data management protocols and internal training programs to strengthen documentation practices and ensure consistency in future reporting years. In addition, the Village continues to coordinate closely with its NPDES consultants and regulatory agencies to maintain environmental protection efforts and support ongoing permit compliance during this transitional period.

We appreciate your understanding and continued support as we work to re-establish full program continuity. Please feel free to contact us if additional information or clarification is required.

Sincerely,

Steven P Buckland

Steven Buckland
Public Works Director
North Bay Village
(305) 756-7171 ext. 266
SBuckland@nbvillage.com

ITEM NO. 10.K

North Bay Village
Recommendation Memorandum

DATE: September 16, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO EXP US SERVICES, INC. FOR AS-NEEDED OWNER'S REPRESENTATIVE SERVICES FOR THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX PROJECT IN AN AMOUNT NOT TO EXCEED $250,000; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve the Work Order from US EXP Services for as-needed owner's representative services in an amount not-to-exceed $250,000.00.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's consideration and approval for EXP US Services Inc. to continue to provide Program Management as Owner's Representative Services for the Village Hall and Fire Station #27.

In 2008, the Village voters approved the issuance of a General Obligation Bond to finance the construction of a new Public Safety/Village Hall complex in collaboration with Miami-Dade County. On December 12, 2023, the Village Commission approved a site plan application for the development of a Village Hall and County Fire Station Complex to be located at 1335 79th Street.

On January 21, 2025, the Village Commission adopted Resolution 2025-007 to retain EXP US Services, Inc. to provide project management services on as-needed basis for the Village Hall and Fire Station #27, to serve as the Village's project representative. The proposed work order in the amount of $250,000 is for the second phase of the project and is expected to provide project management services through March 2026.

A summary of the scope of services for phase 2 is outlined below:
Project Planning & Coordination
* Conduct regular project meetings and provide updates to all stakeholders.
* Develop a schedule with the design team and the construction contractor, when selected, and maintain the project schedule.

Budget Management
* Manage the existing project budget.
* Monitor expenditures and ensure compliance with funding requirements.

Procurement
* Assisting the City with bid advertisement, supporting documentation and scope packages
* Respond to RFIs during construction contract procurement
* Evaluating qualification package and construction bids.

Quality Assurance and Control
* Review the latest set of plans
* Identify deficiencies and value engineering opportunities.

Risk Management
* Identify potential project risks and develop mitigation strategies.
* Monitor and manage risks throughout the project lifecycle.

Art in Public Places
* Monitor progress with Miami-Dade County Art in Public Places
* Coordinate input from stakeholders in the shortlist selection process
* Coordinate the Commission presentation and art selection process

It is recommended that the Village Commission approve the issuance of a Work Order from US EXP Services for program management services for the Village Hall Project in an amount not to exceed $250,000.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: Capital Projects Fund-GOB Village Hall
GL Line Item Number: 325-60-630-6210
Total Budget Allocated: $26,344,400
Encumbered Amount: $250,000
Remaining Balance: $24,999,708

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution - WO-US EXP Services- VH Owners Rep Ser.DOCX
Exhibit A-EXP Work Order 2403-A2.pdf
EXP Rate Schedule WO#2403-A2 5.pdf

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO EXP US SERVICES, INC. FOR AS-NEEDED OWNER'S REPRESENTATIVE SERVICES FOR THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX PROJECT IN AN AMOUNT NOT TO EXCEED $250,000; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 12, 2023, the North Bay Village ("Village") Commission adopted Resolution No. 2023-155 selecting various consultants pursuant to Request for Qualifications No. 2023-005 (the "RFQ") for continuing professional general architectural and engineering services and authorizing the Village Manager to negotiate and execute agreements with the various consultants; and

WHEREAS, pursuant to the Resolution, on May 10, 2024, the Village entered into an agreement (the "Agreement") with EXP US Services, Inc. (the "Consultant") as one of the selected firms; and

WHEREAS, the Village is in need of owner's representative services on an as-needed basis (the "Services") for the Village Hall and Public Safety Complex Project (the "Project"); and

WHEREAS, in accordance with the terms of the Agreement, the Village solicited, and the Consultant submitted a proposal to provide the Services for the Project; and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue a work order to the Consultant to perform the Services for the Project, in substantially the form attached hereto as Exhibit "A," consistent with the Agreement previously entered into between the Village and the Consultant in an amount not to exceed $250,000 (the "Work Order"); and

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

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

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

Section 2. Authorization. That the Village Commission hereby authorizes the Village Manager to issue the Work Order to the Consultant to provide the Services for the Project, in substantially the form attached hereto as Exhibit "A."

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

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

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

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this _____ day of _____, 2025.

_____
Rachel Streitfeld, 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. 2403-A2

Dated this 8th day of September, 2025

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

NAME OF PROJECT

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and EXP US Services, Inc. ("CONSULTANT"), is made pursuant to the Continuing General Professional Engineering and Architectural Services Agreement (the "Agreement") dated 10th day of May, 2024 and expiring on 10th day of May, 2029.

PROJECT DESCRIPTION

EXP was retained by the Village in January of 2025 per Work Order 2402 to provide project management services on as-needed basis for the Village Hall and Public Safety Complex during an interim period for an amount not to exceed $197,400.00. Those funds are expected to be exhausted in September of 2025.
Starting in October of 2025, the VILLAGE would like to extend EXP's services, to act as Owner's Representative, on an as-needed basis during final design phase and construction contract negotiations.

SPECIFIC SCOPE OF SERVICES

Owner's Representative Services

- Project Planning and Coordination
  - Conduct regular project meetings and provide updates to all stakeholders.
  - Develop schedule with design team, and construction contractor when selected and maintain the project schedule.

- Budget Management
  - Manage the existing project budget.
  - Monitor expenditures and ensure compliance with funding requirements.

- Procurement
  - Assisting the City with bid advertisement supporting documentation and scope packages
  - Respond to RFIs during construction contract procurement
  - Evaluating qualification package and construction bids

- Quality Assurance and Control
  - Review latest set of plans
  - Identify deficiencies and value engineering opportunities.

- Risk Management
  - Identify potential project risks and develop mitigation strategies.
  - Monitor and manage risks throughout the project lifecycle.

- Art in Public Places
  - Monitor progress with Miami Dade County Art in Public Places
  - Coordinate input from stakeholder in the shortlist selection process
  - Coordinate the Commission presentation and art selection process

PROJECT ASSUMPTIONS

- The Consultant will provide services on an hourly basis for the Village Hall and Fire Station #27 as needed.
- The VILLAGE shall provide the following documents;
  - Latest set of Production Plans
  - All established schedules
  - Task order with Design consultant firm.

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this Work Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the AGREEMENT. The VILLAGE, as indicated in the AGREEMENT, will pay for these services.

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.

TERMS OF COMPENSATION

Services will be provided for the following Not-to-Exceed amounts:

Task 1 – Owner's Representative Services	$250,000.00

VILLAGE CONTACTS

Requests for payments should be directed to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Name of *PM*, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Steven Buckland
Public Works Director
North Bay Village
Village Hall, STE 208 Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
Sbuckland@nbvillage.com

Roger Hogg, PE
CIP Director
North Bay Village
Village Hall, STE 608 Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
Rhogg@nbvillage.com

CONSULTANT CONTACTS

Consultant POC

Carmen Olazabal, P.E.
Sustainability & Resilience
carmen.olazabal@exp.com
1 (786) 774-5388
201 Alhambra Cir, Suite 800,
Coral Gables, FL 33134

John Flint, P.E. Director,
Senior Vice President Email:
Email: john.flint@exp.com Phone:
Phone: 1 (859)319-2791
201 Alhambra Cir, Suite 800,
Coral Gables, FL 33134

SIGNATURE PAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

By: _____
Carmen Olazabal, P.E.
Director, Sustainability & Resilience
EXP US Services, Inc.

And

By: Steven P Buckland
Steven Buckland
Village Public Works Director

OR

By: _____
Roger Hogg
Village CIP Director

Exhibit A – Work Break Down Fee Schedule

EXP FEE SCHEDULE VILLAGE HALL AND PUBLIC SAFETY COMPLEX			
Description	**Rate**	**Estimated Hours**	**Estimated Amount**
Principal Engineer/PM	$ 295.00	800	$ 236,000.00
Senior Project Engineer	$ 230.00	21	$ 4,830.00
Project Engineer	$ 190.00	12	$ 2,280.00
Designer	$ 135.00	5	$ 675.00
PIO/Communications Manager	$ 140.00	1	$ 140.00
Project Architect	$ 225.00	3	$ 675.00
Construction Manager	$ 175.00	10	$ 1,750.00
CADD	$ 115.00	2	$ 230.00
Clerical/Administration	$ 90.00	38	$ 3,420.00
		Total Not-to-Exceed	**$ 250,000.00**

Exhibit A – Work Break Down Fee Schedule

EXP FEE SCHEDULE VILLAGE HALL AND PUBLIC SAFETY COMPLEX			
Description	**Rate**	**Estimated Hours**	**Estimated Amount**
Principal Engineer/PM	$ 295.00	800	$ 236,000.00
Senior Project Engineer	$ 230.00	21	$ 4,830.00
Project Engineer	$ 190.00	12	$ 2,280.00
Designer	$ 135.00	5	$ 675.00
PIO/Communications Manager	$ 140.00	1	$ 140.00
Project Architect	$ 225.00	3	$ 675.00
Construction Manager	$ 175.00	10	$ 1,750.00
CADD	$ 115.00	2	$ 230.00
Clerical/Administration	$ 90.00	38	$ 3,420.00
		Total Not-to-Exceed	**$ 250,000.00**

ITEM NO. 10.L

North Bay Village
Recommendation Memorandum

DATE: September 16, 2025

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

FROM: Roger Hogg, Capital Improvements Project Manager

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING CHANGE ORDER NO. 3 IN THE AMOUNT OF $15,956.84 AND CHANGE ORDER NO. 4 IN THE AMOUNT OF $17,292.68 TO THE CONSTRUCTION AGREEMENT WITH FLORIDA ENGINEERING AND DEVELOPMENT CORP. FOR UNFORSEEN CONDITIONS RELATING TO THE TREASURE ISLAND ADA IMPROVEMENTS PROJECT PURSUANT TO INVITATION TO BID NO. 2022-006, FOR A TOTAL AMOUNT NOT TO EXCEED $33,249.52; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission authorize the Issuance of Change Order No. 03 in the amount of $15,956.84 and Change Order No. 04 $17,292.68 to Florida Engineering & Development Corporation for the Signalization Changes for the total amount of $33,249.52.

BACKGROUND AND ANALYSIS

The proposed Resolution request the Village Commission's approval for the issuance of Change Order No. 3 and 4 to Florida Engineering & Development Corporation in the amount of $33,249.52.

On November 18, 2022, the Village issued an Invitation to Bid No. ITB 2022-006 for the construction of the Treasure Island ADA Improvements Project. The project involved upgrading the current conditions of existing sidewalks and crosswalks to complement the improvements carried out under the recent ADA sidewalk improvement. The project would eliminate sidewalk gaps and trip hazards caused by uneven or broken/cracked concrete. It improves pedestrian facilities with marking, signage, audible beacons, flashing beacons, and ADA-compliant crosswalks.

On March 8, 2023, the Village selected and awarded the contract to Florida Engineering & Development Corp for the work associated with the Treasure Island ADA Improvements Project. The signalization plans were submitted for permitting with Miami-Dade County's Department of Transportation and Public Works (DTPW) on January 30, 2024. However, the County did not permit construction to proceed as the permit was not issued due to changes in the County signalization standards from the approved design plans. The County provided multiple rounds of comments, requiring the Engineer of Record (EOR) to revise and update the plans to meet the new standards. The final submission to the DTPW was made on July 30, 2024, and the plans were approved on August 5, 2024.

The proposed change orders from Florida Engineering & Development Corp include additional scope identified due to unforeseen field conditions. The additional work is as follows:

Change Order #3

- At East Treasure Dr. & SR 934 intersection at the southeast corner, the proposed pedestrian signal serving P6 calls for a conduit to connect the proposed signal assembly to the existing underground pull boxes that gain access to the controller cabinet. The existing sidewalk (which required demolition) was discovered to be over 12" thick. Additional labor and equipment are needed to remove the existing sidewalk to install the needed conduit.
- At the intersection of Adventure Ave & SR 934, additional labor & equipment are needed for the removal of unforeseen buried concrete in conflict with the proposed conduit run for the P6 pedestrian crossing.

Change Order #4

- Installation of Conduit via Directional Boring at the following locations:
    1. Intersection of 1800 Block and 79th St. Causeway
    2. Intersection of E Treasure Drive and 79th St. Causeway

It is recommended that the Village Commission authorize the Issuance of Change Order No. 03 in the amount of $15,956.84 and Change Order No. 04 $17,292.68 to Florida Engineering & Development Corporation for the total amount of $33,249.52.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Fund Name: Transportation
GL Line Item Number: 115-18-541-6308
Total Budget Allocated: $33,249.52
Encumbered Amount: $204,933.88
Remaining Balance: $295,119.39

PERSONNEL IMPACT
None

ATTACHMENTS
Reso - Florida Engineering Dev Corp CO - Repair Broken Conduit
CO 03 - Repair Conduit And Concrete Removal.pdf

Cost and Entitlement Analysis CO # 3.pdf
CO 4 Installation of directional bore.pdf
Cost and Entitlement Analysis - CO # 4.pdf

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING CHANGE ORDER NO. 3 IN THE AMOUNT OF $15,956.84 AND CHANGE ORDER NO. 4 IN THE AMOUNT OF $17,292.68 TO THE CONSTRUCTION AGREEMENT WITH FLORIDA ENGINEERING AND DEVELOPMENT CORP. FOR UNFORSEEN CONDITIONS RELATING TO THE TREASURE ISLAND ADA IMPROVEMENTS PROJECT PURSUANT TO INVITATION TO BID NO. 2022-006, FOR A TOTAL AMOUNT NOT TO EXCEED $33,249.52; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 18, 2022, North Bay Village (the "Village") issued Invitation to Bid No. ITB-2022-006 ("ITB") for construction of the Treasure Island ADA Improvements Project (the "Project"); and

WHEREAS, on March 8, 2023, the Village Commission adopted Resolution No. 2023-039 selecting Florida Engineering and Development Corp. (the "Contractor") as the lowest, most responsive and responsible bidder, with a bid amount of $241,166.73 for construction of the Project, with a permit allowance and additional 5% contingency, for a total Project cost of $255,062.53, and authorized the execution of a construction contract with the Contractor for the Project; and

WHEREAS, due to unforeseen conditions in the field, the Contractor has requested Change Order No. 3 in the amount of $15,956.84, and Change Order No. 4 in the amount of $17,292.68. as set forth in Exhibit "A" and Exhibit "B" attached hereto, respectively (the "Change Orders"), for a total amount of $33,249.52, which Change Orders have been reviewed and recommended for approval by the Engineer of Record; and

WHEREAS, the Village Manager recommends that the Village Commission approve the Change Orders; and

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

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

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

Section 2. **Approving Change Order.** That the Village Commission hereby approves the Change Orders attached as Exhibit "A" and Exhibit "B," respectively.

Section 3. **Authorization.** That the Village Commission hereby authorizes the Village Manager to execute the Change Orders, in substantially the form attached hereto as Exhibit "A" and Exhibit "B," in an amount not to exceed $15,956.84 and $17,292.68, respectively, for a total amount of $33,249.52, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

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

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

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

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this ___ day of September, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

FLORIDA ENGINEERING
& DEVELOPMENT CORP.
12076 NW 98 AVE. HIALEAH GARDENS, FL 33018
P: (305) 820 - 8333
F: (305) 820 - 9341

Project: 444197-1-58-01 NBV Treasure Island Improvements ADA

Contractor: FLORIDA ENGINEERING AND DEVELOPMENT CORP. **Sub Contractor:** Unlimited Electric group

Scope of work:	The below change order reflects the work of removing existing sidewalk and uncovering and reparing an existing broken signalization conduit and restoring the area located at the 1800blk intersection needed to route the signal conductors necessary to upgrade the pedestrian signals to the Audible system proposed on the plans. At the intersection of Adventure avenue & SR 934 the change order also includes the labor & equipment needed for removal of unforseen buried concrete in conflict with the proposed conduit run for the P6 pedestrian crossing. At East Treasure dr. & SR 934 intersection at the South East Corner the proposed pedestrian signal serving P6 calls for conduit to connect the proposed signal assembly to the existing underground pullboxes that gain access to the controller cabinet. During excavation and construction the existing sidewalk was discovered to be over 12" thick. Included in this CO is the labor and equipment needed to remove the existing sidewalk to install the needed conduit.

Location: Existing Conduit Repair at 1800BLK and Existing Unforseen Concrete Removal at Adventure Ave. & E Treasure Dr.

Date: 4/21/2025

Change Order No. 03 - Repair Broken Conduit

A. Repair Brokem Conduit

Item	Description	QTY	Unit	Unit Price	Total Amount
1	The below change order reflects the work of removing existing sidewalk and uncovering and reparing an existing broken signalization conduit and restoring the area located at the 1800blk intersection needed to route the signal conductors necessary to upgrade the pedestrian signals to the Audible system proposed on the plans. At the intersection of Adventure avenue & SR 934 the change order also includes the labor & equipment needed for removal of unforseen buried concrete in conflict with the proposed conduit run for the P6 pedestrian crossing. At East Treasure dr. & SR 934 intersection at the South East Corner the proposed pedestrian signal serving P6 calls for conduit to connect the proposed signal assembly to the existing underground pullboxes that gain access to the controller cabinet. During excavation and construction the existing sidewalk was discovered to be over 12" thick. Included in this CO is the labor and equipment needed to remove the existing sidewalk to install the needed conduit.	1	LS	14,506.22	14,506.22

A. SUBTOTAL	$	14,506.22
Subcontractor Markup (10%)	$	1,450.62

TOTAL AMOUNT (CO#02): $ 15,956.84

CITY
Reviewed By:
Title:
Date:

CEI
Jenner M. Alfaro
Digitally signed by Jenner M. Alfaro
Date: 2025.08.28 11:36:58 -04'00'
Reviewed By:
Title:
Date:

Omar Medina
Digitally signed by Omar Medina
DN: c=US, o=FLORIDA ENGINEERING AND DEVELOPMENT CORP., dnQualifier=A01410D000001911396C7AA0009DEA7, cn=Omar Medina
Date: 2025.08.28 10:58:10 -04'00'

Prepared By: Omar Medina
Title: Sr. Project Manager
Date: 4/21/2025

CHANGE ORDER

CONTRACTOR:

FLORIDA ENGINEERING AND DEVELOPMENT CORP.
12076 NW 98th Ave.
Hialeah Gardens, FL 33018

SUBCONTRACTOR:

UNLIMITED ELECTRIC GROUP, INC.
2209 SW 57th Way
West Park, FL 33023

PROJECT: 444197-1-58-01 NBV Treasure Island Improvements
LOCATION: John F Kennedy Causeway

CO # 3
DATE: 4/21/2025

ITEM	DESCRIPTION	U/M	QUANTITY	UNIT PRICE	EXTENSION

Description:
The below change order reflects the work of removing existing sidewalk and uncovering and reparing an existing broken signalization conduit and restoring the area located at the 1800blk intersection needed to route the signal conductors necessary to upgrade the pedestrian signals to the Audible system proposed on the plans.

At the intersection of Adventure avenue & SR 934 the change order also includes the labor & equipment needed for removal of unforseen buried concrete in conflict with the proposed conduit run for the P6 pedestrian crossing.

At East Treasure dr. & SR 934 intersection at the South East Corner the proposed pedestrian signal serving P6 calls for conduit to connect the proposed signal assembly to the existing underground pullboxes that gain access to the controller cabinet. During excavation and construction the existing sidewalk was discovered to be over 12" thick. Included in this CO is the labor and equipment needed to remove the existing sidewalk to install the needed conduit.

ITEM 1	Repair Broken Conduit @ 1800 BLK	LS	1.00	$	9,224.60	$	9,224.60
ITEM 2	Existing Concrete Removal	LS	1.00	$	5,281.62	$	5,281.62

CHANGE ORDER TOTAL **$ 14,506.22**

AGREED TO:

CONTRACTOR:

(Authorized Signature)

(Printed Name and Title)

(Date)

SUBCONTRACTOR:

David C Vargas

Digitally signed by David C Vargas
DN: c=US, o=Unaffiliated, dnQualifier=A01410C000001944B1E1DE60022B5E8, cn=David C Vargas
Date: 2025.04.21 17:25:00 -04'00'

(Authorized Signature)

David Vargas, Vice President
(Printed Name and Title)

4/21/2025
(Date)

BACKUP

Existing Conduit Repair at 1800BLK					
LABOR	**RATE**	**HOURS**	**BURDEN**	**MARKUP**	**TOTAL**
FOREMAN	$ 54.03	12.00	59.75%	17.5%	$ 1,217.01
TRAFFIC SIGNAL MECHANIC	$ 41.60	12.00	59.75%	17.5%	$ 937.03
TRAFFIC SIGNAL MECHANIC	$ 41.60	12.00	59.75%	17.5%	$ 937.03
TRAFFIC SIGNAL INSTALLER	$ 37.00	12.00	59.75%	17.5%	$ 833.42
			LABOR TOTAL		**$ 3,924.49**

EQUIPMENT	**RATE**	**HOURS**	**SUB TOT**	**MARKUP**	**TOTAL**
UTILITY TRUCK 4X4	$ 35.83	12.00	$ 429.96	17.5%	$ 505.20
UTILITY TRUCK 4X4	$ 35.83	12.00	$ 429.96	17.5%	$ 505.20
DUMP TRUCK	$ 55.62	12.00	$ 667.44	17.5%	$ 784.24
MINI EXCAVATOR - LARGE	$ 35.86	12.00	$ 430.32	17.5%	$ 505.63
SKID LOADER	$ 60.36	12.00	$ 724.32	17.5%	$ 851.08
AIR COMPRESSOR	$ 40.27	12.00	$ 483.24	17.5%	$ 567.81
TRAILER - LARGE	$ 10.69	12.00	$ 128.28	17.5%	$ 150.73
CUTOFF SAW / CHOP SAW	$ 44.88	12.00	$ 538.56	17.5%	$ 632.81
			EQUIPMENT TOTAL		**$ 4,502.69**

MATERIALS	**UNITS**	**COST**	**SUB TOT**	**MARKUP**	**TOTAL**
Schedule 40 2" PVC Couplings	4.00	$ 3.25	$ 13.00	17.5%	$ 15.28
Schedule 40 2" PVC Conduit	10.00	$ 2.75	$ 27.50	17.5%	$ 32.31
3500 PSI Concrete	1.00	$ 500.00	$ 500.00	17.5%	$ 587.50
Misc. PVC Glue/Splicing Material/Forms	1.00	$ 100.00	$ 100.00	17.5%	$ 117.50
	TOTAL COST	$ 640.50	**MATERIALS TOTAL**		**$ 752.59**

SUBTOTAL OF ABOVE FIELDS	**SUBTOTAL**	**$ 9,179.77**
ADDITIONAL MOB / DE-MOB CHARGES	**MOB / DE-MOB**	**$ -**
APPLICABLE TAXES ON MATERIALS COST	**7.0%**	**$ 44.84**
SUBTOTAL	**SUBTOTAL**	**$ 9,224.60**
MARKUP OF 1.5% FOR LIABILITY & BOND	**0.0%**	**$ -**
	TOTAL CHANGE ORDER	**$ 9,224.60**

BACKUP

Existing Unforseen Concrete Removal at Adventure Ave. & E Treasure Dr.					
LABOR	**RATE**	**HOURS**	**BURDEN**	**MARKUP**	**TOTAL**
FOREMAN	$ 54.03	8.00	59.75%	17.5%	$ 811.34
TRAFFIC SIGNAL MECHANIC	$ 41.60	8.00	59.75%	17.5%	$ 624.69
TRAFFIC SIGNAL MECHANIC	$ 41.60	8.00	59.75%	17.5%	$ 624.69
TRAFFIC SIGNAL INSTALLER	$ 37.00	8.00	59.75%	17.5%	$ 555.61
			LABOR TOTAL		**$ 2,616.32**

EQUIPMENT	**RATE**	**HOURS**	**SUB TOT**	**MARKUP**	**TOTAL**
UTILITY TRUCK 4X4	$ 35.83	8.00	$ 286.64	17.5%	$ 336.80
UTILITY TRUCK 4X4	$ 35.83	8.00	$ 286.64	17.5%	$ 336.80
MINI EXCAVATOR - LARGE	$ 35.86	8.00	$ 286.88	17.5%	$ 337.08
MINI EXCAVATOR - HYDRAULIC BREAKE	$ 35.62	8.00	$ 284.96	17.5%	$ 334.83
TRAILER - LARGE	$ 10.69	8.00	$ 85.52	17.5%	$ 100.49
CUTOFF SAW / CHOP SAW	$ 44.88	8.00	$ 359.04	17.5%	$ 421.87
			EQUIPMENT TOTAL		**$ 1,867.87**

MATERIALS	**UNITS**	**COST**	**SUB TOT**	**MARKUP**	**TOTAL**
Schedule 40 2" PVC Couplings	4.00	$ 3.25	$ 13.00	17.5%	$ 15.28
Schedule 40 2" PVC Conduit	10.00	$ 2.75	$ 27.50	17.5%	$ 32.31
3500 PSI Concrete	1.00	$ 500.00	$ 500.00	17.5%	$ 587.50
Misc. PVC Glue/Splicing Material/Forms	1.00	$ 100.00	$ 100.00	17.5%	$ 117.50
	TOTAL COST	$ 640.50	**MATERIALS TOTAL**		**$ 752.59**

SUBTOTAL OF ABOVE FIELDS	**SUBTOTAL**	**$ 5,236.79**
ADDITIONAL MOB / DE-MOB CHARGES	**MOB / DE-MOB**	**$ -**
APPLICABLE TAXES ON MATERIALS COST	**7.0%**	**$ 44.84**
SUBTOTAL	**SUBTOTAL**	**$ 5,281.62**
MARKUP OF 1.5% FOR LIABILITY & BOND	**0.0%**	**$ -**
	TOTAL CHANGE ORDER	**$ 5,281.62**

EquipmentWatch

www.equipmentwatch.com

All prices shown in US dollars ($)

Adjustments for Air Compressor in All Saved Models

July 26, 2022

Sullivan-Palatek D210PHJD
Portable Rotary Screw Air Compressors

Size Class:
125 - 249 cfm
Weight:
N/A



Configuration for D210PHJD

Air Delivery Rating	**210.0 cu ft/min**	Horsepower	**74.0 hp**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $2,890.00	USD $810.00	USD $205.00	USD $31.00	USD $24.92	USD $41.34
Adjustments						
Region (Florida: 97.2%)	(USD $80.92)	(USD $22.68)	(USD $5.74)	(USD $0.87)		
Model Year (2013: 96.16%)	(USD $108.00)	(USD $30.27)	(USD $7.66)	(USD $1.16)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,701.08**	**USD $757.05**	**USD $191.60**	**USD $28.97**	**USD $24.92**	**USD $40.27**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $7.67
Idling Rate	USD $30.54

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	20%	USD $578.00/mo
Overhaul (ownership)	67%	USD $1,936.30/mo
CFC (ownership)	4%	USD $115.60/mo
Indirect (ownership)	9%	USD $260.10/mo
Fuel (operating) @ USD 5.70	61%	USD $15.19/hr

Revised Date: 3rd quarter 2022

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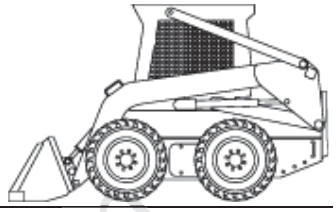
All prices shown in US dollars ($)

Adjustments for Skid Steer Loader with Trailer in All Saved Models Composite

July 26, 2022

Bobcat S150 (disc. 2013)
Skid Steer Loaders

Size Class:
1351 - 1600 lbs
Weight:
5935 lbs



Configuration for S150 (disc. 2013)

Operator Protection	**ROPS/FOPS**	Power Mode	**Diesel**

Configuration for TOW 2 2 12

Capacity	**12.0 t**	Hitch Type	**Tow**
Number Of Axles	**2.0**	Number Of Tires	**8.0**
Power Mode	**Manual**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $5,805.00	USD $1,630.00	USD $409.00	USD $61.00	USD $30.59	USD $63.57
Adjustments						
Region *	(USD $240.16)	(USD $67.43)	(USD $16.92)	(USD $2.53)		
Model Year *	(USD $324.72)	(USD $91.35)	(USD $22.94)	(USD $3.38)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $5,240.12**	**USD $1,471.23**	**USD $369.14**	**USD $55.10**	**USD $30.59**	**USD $60.36**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $14.89
Idling Rate	USD $40.17

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $5,400.00	USD $1,515.00	USD $380.00	USD $57.00	USD $28.62	USD $59.30
Adjustments						
Region (Florida: 95.8%)	(USD $226.80)	(USD $63.63)	(USD $15.96)	(USD $2.39)		
Model Year (2005: 95.14%)	(USD $251.51)	(USD $70.56)	(USD $17.70)	(USD $2.65)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $4,921.69**	**USD $1,380.81**	**USD $346.34**	**USD $51.95**	**USD $28.62**	**USD $56.58**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $13.98
Idling Rate	USD $38.36

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	16%	USD $864.00/mo
Overhaul (ownership)	67%	USD $3,618.00/mo
CFC (ownership)	4%	USD $216.00/mo
Indirect (ownership)	13%	USD $702.00/mo
Fuel (operating) @ USD 5.70	36%	USD $10.40/hr

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Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $405.00	USD $115.00	USD $29.00	USD $4.00	USD $1.97	USD $4.27
Adjustments						
Region (Florida: 96.7%)	(USD $13.36)	(USD $3.80)	(USD $0.96)	(USD $0.13)		
Model Year (1993: 81.31%)	(USD $73.20)	(USD $20.79)	(USD $5.24)	(USD $0.72)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $318.43**	**USD $90.42**	**USD $22.80**	**USD $3.14**	**USD $1.97**	**USD $3.78**

Non-Active Use Rates	Hourly
Standby Rate	USD $0.90
Idling Rate	USD $1.81

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	50%	USD $202.50/mo
Overhaul (ownership)	32%	USD $129.60/mo
CFC (ownership)	4%	USD $16.20/mo
Indirect (ownership)	14%	USD $56.70/mo

Fuel cost data is not available for these rates.

Revised Date: 3rd quarter 2022

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All prices shown in US dollars ($)

Adjustments for On-Highway Light Duty in All Saved Models

July 26, 2022

GMC\CHEVY 1500
On-Highway Light Duty Trucks

Size Class:
200 - 299 HP
Weight:
N/A

Configuration for 1500

Axle Configuration	**4.0 x 2.0**	Cab Type	**Conventional**
Horsepower	**280.0 hp**	Power Mode	**Gasoline**
Ton Rating	**1.0 / 2.0**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $920.00	USD $260.00	USD $65.00	USD $10.00	USD $30.71	USD $35.94
Adjustments						
Region (Florida: 98%)	(USD $18.40)	(USD $5.20)	(USD $1.30)	(USD $0.20)		
Model Year (2022: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $901.60**	**USD $254.80**	**USD $63.70**	**USD $9.80**	**USD $30.71**	**USD $35.83**

Non-Active Use Rates	Hourly
Standby Rate	USD $2.56
Idling Rate	USD $31.06

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	61%	USD $561.20/mo
Overhaul (ownership)	23%	USD $211.60/mo
CFC (ownership)	3%	USD $27.60/mo
Indirect (ownership)	13%	USD $119.60/mo
Fuel (operating) @ USD 4.88	84%	USD $25.94/hr

Revised Date: 3rd quarter 2022

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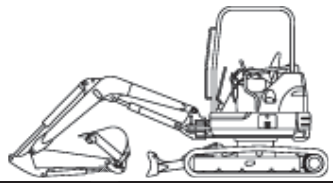
Adjustments for MINI-EXCAVATOR WITH TRAILER in All Saved Models Composite

July 26, 2022

Deere 27D (disc. 2015)
Crawler Mounted Compact Excavators

Size Class:
2.1 - 3.0 MTons
Weight:
6393 lbs



Configuration for 27D (disc. 2015)

Operating Weight	**3.18 mt**	Operator Protection	**EROPS**
Power Mode	**Diesel**		

Configuration for TOW 2 2 12

Capacity	**12.0 t**	Hitch Type	**Tow**
Number Of Axles	**2.0**	Number Of Tires	**8.0**
Power Mode	**Manual**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $3,225.00	USD $905.00	USD $229.00	USD $34.00	USD $18.61	USD $36.93
Adjustments						
Region *	(USD $95.14)	(USD $26.70)	(USD $6.76)	(USD $1.00)		
Model Year *	(USD $93.66)	(USD $26.52)	(USD $6.69)	(USD $0.94)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $3,036.19**	**USD $851.78**	**USD $215.55**	**USD $32.06**	**USD $18.61**	**USD $35.86**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $8.63
Idling Rate	USD $22.82

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $2,820.00	USD $790.00	USD $200.00	USD $30.00	USD $16.64	USD $32.66
Adjustments						
Region (Florida: 97.1%)	(USD $81.78)	(USD $22.91)	(USD $5.80)	(USD $0.87)		
Model Year (2014: 99.25%)	(USD $20.46)	(USD $5.73)	(USD $1.45)	(USD $0.22)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,717.76**	**USD $761.36**	**USD $192.75**	**USD $28.91**	**USD $16.64**	**USD $32.08**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $7.72
Idling Rate	USD $21.01

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	31%	USD $874.20/mo
Overhaul (ownership)	42%	USD $1,184.40/mo
CFC (ownership)	7%	USD $197.40/mo
Indirect (ownership)	20%	USD $564.00/mo
Fuel (operating) @ USD 5.70	33%	USD $5.57/hr

Revised Date: 3rd quarter 2022

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Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $405.00	USD $115.00	USD $29.00	USD $4.00	USD $1.97	USD $4.27
Adjustments						
Region (Florida: 96.7%)	(USD $13.36)	(USD $3.80)	(USD $0.96)	(USD $0.13)		
Model Year (1993: 81.31%)	(USD $73.20)	(USD $20.79)	(USD $5.24)	(USD $0.72)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $318.43**	**USD $90.42**	**USD $22.80**	**USD $3.14**	**USD $1.97**	**USD $3.78**

Non-Active Use Rates	Hourly
Standby Rate	USD $0.90
Idling Rate	USD $1.81

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	50%	USD $202.50/mo
Overhaul (ownership)	32%	USD $129.60/mo
CFC (ownership)	4%	USD $16.20/mo
Indirect (ownership)	14%	USD $56.70/mo

Fuel cost data is not available for these rates.

Revised Date: 3rd quarter 2022

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All prices shown in US dollars ($)

Adjustments for Impact Breaker in All Saved Models

July 26, 2022

Caterpillar H115
Hydraulic Impact Breakers

Size Class:
2,001 - 3,000 flb
Weight:
2300 lbs

Configuration for H115

Impact Energy	**1696.0 ft-lb**	Power Mode	**Hydraulic**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $4,085.00	USD $1,145.00	USD $285.00	USD $43.00	USD $13.29	USD $36.50
Adjustments						
Region (Florida: 96.8%)	(USD $130.72)	(USD $36.64)	(USD $9.12)	(USD $1.38)		
Model Year (2015: 99.39%)	(USD $24.20)	(USD $6.78)	(USD $1.69)	(USD $0.25)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $3,930.08**	**USD $1,101.58**	**USD $274.19**	**USD $41.37**	**USD $13.29**	**USD $35.62**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $11.16
Idling Rate	USD $22.33

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	39%	USD $1,593.15/mo
Overhaul (ownership)	49%	USD $2,001.65/mo
CFC (ownership)	3%	USD $122.55/mo
Indirect (ownership)	9%	USD $367.65/mo

Fuel cost data is not available for these rates.

Revised Date: 3rd quarter 2022

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Adjustments for Dump Truck 8 yd. 242,252 in All Saved Models

July 26, 2022

Miscellaneous 4X2 8YD DSL
On-Highway Rear Dumps

Size Class:
26,001 - 33,000 GVW
Weight:
10004 lbs

Configuration for 4X2 8YD DSL

Axle Configuration	**4X2**	Horsepower	**217.0**
Maximum Gross Vehicle Weight	**30000.0 lbs**	Power Mode	**Diesel**
Struck Capacity	**7.0 - 8.0 cu yd**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $2,360.00	USD $660.00	USD $165.00	USD $25.00	USD $44.65	USD $58.06
Adjustments						
Region (Florida: 97.3%)	(USD $63.72)	(USD $17.82)	(USD $4.45)	(USD $0.68)		
Model Year (2005: 84.07%)	(USD $365.78)	(USD $102.29)	(USD $25.57)	(USD $3.87)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $1,930.50**	**USD $539.89**	**USD $134.97**	**USD $20.45**	**USD $44.65**	**USD $55.62**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $5.48
Idling Rate	USD $45.62

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	56%	USD $1,321.60/mo
Overhaul (ownership)	28%	USD $660.80/mo
CFC (ownership)	4%	USD $94.40/mo
Indirect (ownership)	12%	USD $283.20/mo
Fuel (operating) @ USD 5.70	78%	USD $34.65/hr

Revised Date: 3rd quarter 2022

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CHANGE ORDER # 3
UNFORESEEN CONDITIONS AS DESCRIBED BELOW
COST AND ENTITLEMENT ANALYSIS

North Bay Village Treasure Island ADA Improvements Project
Contract: G2789
FIN: 444197-1-58-01
FAP :D621-049-B
Miami-Dade County
Jenner M. Alfaro, PE
Senior Project Engineer
08/28/2025

The contractor is requesting **$15,956.84** for additional work as follows:

- Removal of existing sidewalk , uncovering and repair existing broken signalization conduit, and restoring the area located at the 1800 Blk intersection, needed to route the signal conductors.
- Removal of an unforeseen 12" thick slab exposed during the excavation and installation of the P6 conduit to connect the proposed signal assembly to the existing underground pull boxes to gain access to the controller cabinet at the southeast corner of East Treasure Dr. and SR 934.
- Removal of an unforeseen buried concrete in conflict with the proposed conduit run for the P6 pedestrian crossing at Adventure Avenue and SR 934.

Based on the information provided, the contractor worked 8 hours removing conflicts at Adventure and East Drive intersections. The crew, equipment and material used were standard for this type of work. The contractor worked 12 hours repairing uncovering and repairing conduit, and restoring the sidewalk at 1800 Blk. A skid loader and a dump truck were added for the removal of material and debris. The proposal includes a 10% contractor's mark-up.

The quantities of resources and time used to perform the additional work needed to route the signal conductors necessary to upgrade the pedestrian signals at the intersections of Adventure Avenue, 1800 Block and East Treasure Drive, are found to be fair and equitable.

The amount recommended for payment for this work should be **$15,956.84**

FLORIDA ENGINEERING
& DEVELOPMENT CORP.
12076 NW 98 AVE. HIALEAH GARDENS, FL 33018
P: (305) 820 - 8333
F: (305) 820 - 9341

Project: North Bay Village Tresure Island
Contractor: Florida Engineering & Development Corp.
Scope of work: The below change order reflects the work of installing conduit needed to connect the proposed audible ped systems on the intersections of: JF Kennedy CSWY & 1800 Block and E. Treasure Dr.
The existing conduit is damaged and cannot be used at the 1800 blk intersection and at E. Treasure dr. there is an existing concrete foundation in conflict. The conduit needs to be installed via directional bore to minimize the damage to the existing concrete sidewalk and pedestrian crosswalk ramps. The work includes the installation of the conduit along with the tie in to the signalization infrastructure and restoraration of the area.

Location: 1800 blk intersection and at E. Treasure dr.
Date: 7/25/2025

Change Order No. 04 - Installation of Directional Bore Conduit

A. Roadway

Item	Description	QTY	Unit	Unit Price	Total Amount
1	Maintenance of Traffic (During Boring installation)	1	LS	$ 1,580.00	$ 1,580.00
	A. SUBTOTAL:				**$ 1,580.00**

B. Sub Contractor - Directional Boring

Item	Description	QTY	Unit	Unit Price	Total Amount
	Installation of Directional Bore Conduit	1	ls	$ 14,284.26	$ 14,284.26
	Subtotal:				$ 14,284.26
	Subcontractor Markup (10%)				$ 1,428.42
	B. SUBTOTAL:				**$ 15,712.68**

TOTAL AMOUNT A+B (CO#03):	**$**	**17,292.68**

Jenner M. Alfaro
Digitally signed by Jenner M. Alfaro
Date: 2025.08.28 14:11:40 -04'00'

CITY
Reviewed By:
Title:
Date:

CEI
Reviewed By:
Title:
Date:

ENGINEER
Reviewed By:
Title:
Date:

Omar Medina
Digitally signed by Omar Medina
DN: c=US, o=FLORIDA ENGINEERING AND DEVELOPMENT CORP., dnQualifier=A01410D000001911396C7AA0009DEA7, cn=Omar Medina
Date: 2025.08.28 11:00:03 -04'00'

Prepared By: Omar Medina
Title: Sr. Project Manager
Date: 7/25/2025

CHANGE ORDER

CONTRACTOR:

FLORIDA ENGINEERING AND DEVELOPMENT CORP.
12076 NW 98th Ave.
Hialeah Gardens, FL 33018

SUBCONTRACTOR:

UNLIMITED ELECTRIC GROUP, INC.
2209 SW 57th Way
West Park, FL 33023

PROJECT: 444197-1-58-01 NBV Treasure Island Improvements
LOCATION: John F Kennedy Causeway

CO # 4
DATE: 7/17/2025

ITEM	DESCRIPTION	U/M	QUANTITY	UNIT PRICE	EXTENSION

Description:
The below change order reflects the work of installing conduit needed to connect the proposed audible ped systems on the intersections of: JF Kennedy CSWY & 1800 Block and E. Treasure Dr.
The existing conduit is damaged and cannot be used at the 1800 blk intersection and at E. Treasure dr. there is an existing concrete foundation in conflict.

The conduit needs to be installed via directional bore to minimize the damage to the existing concrete sidewalk and pedestrian crosswalk ramps.

The work includes the installation of the conduit along with the tie in to the signalization infrastructure and restoraration of the area.

CO 03	Installation of Directional Bore Conduit	LS	1.00	$ 14,284.26	$ 14,284.26

CHANGE ORDER TOTAL **$ 14,284.26**

AGREED TO:

CONTRACTOR:

(Authorized Signature)

(Printed Name and Title)

(Date)

SUBCONTRACTOR:

(Authorized Signature)

David Vargas, Vice President
(Printed Name and Title)

7/17/2025
(Date)

BACKUP

Installation of Directional Bore Conduit

MATERIALS	UNITS	COST	SUB TOT	MARKUP	TOTAL
2" HDPE Conduit	400.00	$ 2.20	$ 880.00	17.5%	$ 1,034.00
E-lock Couplings 2"	8.00	$ 20.95	$ 167.60	17.5%	$ 196.93
	TOTAL COST	$ 1,047.60	**MATERIALS TOTAL**		**$ 1,230.93**

SUBCONTRACTOR	UNITS	COST	SUB TOT	MARKUP	TOTAL
Florida AM Builders - Directional Bore	180.00	$ 60.00	$ 10,800.00	10.0%	$ 11,880.00
Mobilization	1.00	$ 1,000.00	$ 1,000.00	10.0%	$ 1,100.00
		SUBCONTRACTOR TOTAL			$ 12,980.00

SUBTOTAL OF ABOVE FIELDS	**SUBTOTAL**	**$ 14,210.93**
ADDITIONAL MOB / DE-MOB CHARGES	**MOB / DE-MOB**	**$ -**
APPLICABLE TAXES ON MATERIALS COST	**7.0%**	**$ 73.33**
SUBTOTAL	**SUBTOTAL**	**$ 14,284.26**
MARKUP OF 1.5% FOR LIABILITY & BOND	**0.0%**	**$ -**
	TOTAL CHANGE ORDER	**$ 14,284.26**



Image is an illustration, may not reflect the exact product sold.

OTHER PRODUCTS BY DURA-LINE / MEXICHEM

Dura-Line / Mexichem - 20001513 - 2" SDR E-LOC Coupler, (Each)

MFR SKU: 20001513 ITEM #: 15142352

☆☆☆☆☆ 0 Reviews / 0 Questions

$20.95

Alert me if price drops

1 + - ADD TO CART

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Stock Status: IN STOCK

Real Time Stock Check

ITEM #: 15142352
Coupler 2.0 in. e-loc 2.375 OD SRD 6in. Length PVC-HDPE-fre-metal push-on Coupler
A low-cost push-on coupler with a molded rubber gripping insert. Can be used on HDPE, PVC, Fiberglass (FRE), and metal conduit.
Transition couplers are used to join ducts with different outside diameters.
This listing is for Each.

Technical Specs

- ECCN EAR99
- Country of Origin US - United States
- Brand E-LOC
- Color Black
- Color Family Black

CHANGE ORDER # 4
UNFORESEEN CONDITION
INSTALLATION OF 2" DIRECTIONAL BORE IN 1800 BLK AND EAST TREASURE DR.
COST AND ENTITLEMENT ANALYSIS

North Bay Village Treasure Island ADA Improvements Project
Contract: G2789
FIN: 444197-1-58-01
FAP :D621-049-B
Miami-Dade County
Jenner M. Alfaro, PE
Senior Project Engineer
08/28/2025

The contractor is requesting **$17,292.68** for additional work. This additional work includes the installation of a directional bore conduit and the associated MOT to connect the proposed audible pedestrian systems at the 1800 Block and East Treasure Dr. intersections.

Change Order # 3 (CO 3) includes two components. **1.-** $1,580.00 for the MOT in these two intersections. Comparing this cost with FDOT 6 Area 13 cost of $1,370.44 or Statewide of $1,361.15, this cost is reasonable as the MOT must be installed twice at two different locations. **2.-** $14,284.26 for the installation of two components of 2-inch directional bore for a total of 180 LF. The first section is installed along the north side of 1800 Blk, and the second along the north side of East Treasure Dr. This cost includes subcontractor's mark-up of 10%. FDOT's 12-months cost is $45/LF. The total cost for this work translates to $79.36, which is 76.36% higher than FDOT's. This difference is reasonable as the work herewith proposed includes two small runs of approximately 90 feet plus the mobilization from 1800 Blk to East Treasure Drive. **3.-** The 10% contractor's markup is included.

The quantities of resources and time used to perform the additional work needed to install the directional bore necessary to upgrade the pedestrian signals at the intersections of 1800 Block and East Treasure Drive, are found to be fair and equitable.

The amount recommended for payment for this work should be **$17,292.68**

ITEM NO. 11.A

North Bay Village
Recommendation Memorandum

DATE: September 16, 2025

TO: Planning and Zoning Board

FROM: Craig Pinder, Village Planner

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING "APPENDIX A, SUNBEAM NBV SPECIAL AREA PLAN" OF THE UNIFIED LAND DEVELOPMENT CODE TO ADDRESS WORKFORCE HOUSING REQUIREMENTS AMONG OTHER PROVISIONS, APPLICABLE TO PROPERTIES ZONED "SUNBEAM SPECIAL AREA PLAN"; PROVIDING FOR SEVERABILITY,CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

Staff finds that the proposed text amendments to "Appendix A – Sunbeam NBV Special Area Plan" comply with the applicable criteria outlined in Section 4.19 of the ULDC, as amended by Ordinance 2025-003. Staff has no technical objection to the proposed amendments and recommends **approval** of the application request.

The Planning and Zoning Board on September 3rd, 2025, voted to recommend approval of the request to amend "Appendix A, Sunbeam NBV Special Area Plan" of the Unified Land Development Code as presented with the following recommended modification:

- Recommendation of construction hours to be amended to 7:30 a.m. - 6:00 p.m. during the summer.

The Planning and Zoning Board also made a separate motion and voted to recommend that Sunbeam engage with the Village to explore options to activate the north lots on the causeway for public use.

BACKGROUND AND ANALYSIS
Please see the enclosed staff report.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
NONE

MEMORANDUM
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Tel: (305) 756-7171
Fax: (305) 756-7722
Website: www.northbayvillage-fl.gov

Date: **September 3, 2025**

To: **Planning and Zoning Board**

From: **Craig Pinder, Village Planner**

Case: **SAP 2025-03**

Subject: **STAFF REPORT – Text Amendment to Appendix A, Sunbeam SAP**

1. General Information

Owner/Applicant:	Sunbeam Television Corp., Sunbeam 1601 79th St., LLC, Sunbeam Properties, Inc., Sunbeam 1600-1624 79th St., LLC, collectively known as "Sunbeam" and acting as "Sunbeam NBV" (Applicant)
Applicant Address:	2937 SW 27th Ave. Suite 202, Miami FL 33133
Site Address:	Multiple addresses and boundaries (as described in Attachment 4)
Site Acreage	12.912 ac or 562,446.7 sf. (Individual acreages are listed as part of Attachment 4)
Folio Number	23-3209-000-0010, 23-3209-000-0200, 23-3209- 000-0201, 23-3209-000-0020, 23-3209-000- 0030, 23-3209-000-0031, 23-3209-000-0040; 23- 3209-000-0161, 23-3209-010-0240, and 23- 3209-010-0270
Contact Person:	Shubin & Bass – c/o Liana Kozlowski

2. Legal Description of Subject Property

Refer to Sketch of Survey Exhibits 01 through 05 for legal descriptions and boundaries as described in Attachment 4.

3. Property Future Land Use Map and Zoning Designations

Future Land Use	Commercial
Zoning District	Sunbeam Special Area Plan
Existing Land Use	• 23-3209-000-0010: office and surface parking • 23-3209-000-0200: office and telecommunications • 23-3209-000-0201: office, surface parking and telecommunications • 23-3209-000-0020: vacant • 23-3209-000-0030: vacant • 23-3209-000-0031: commercial (currently vacant building) and surface parking • 23-3209-000-0040: commercial (currently vacant building) and surface parking • 23-3209-000-0161: office and surface parking • 23-3209-010-0240: commercial and surface parking • 23-3209-010-0270: commercial and surface parking

4. Adjacent Land Use Map Classifications and Zoning District

Note: For regulatory and site planning purposes, Applicant has categorized the individual parcels into three subareas:

- *Sunbeam NBV North:* Folio numbers 23-3209-000-0010, 23-3209-000-0200, 23- 3209-000-0201, 23-3209-000-0020, 23-3209-000-0030, 23-3209-000-0031, 23- 3209-000-0040
- *Sunbeam NBV South – West:* Folio number 23-3209-000-0161
- *Sunbeam NBV South – East:* Folio numbers 23-3209-010-0240 and 23-3209-010- 0270

These subarea assemblages are applied in the following description of the adjacent land use map classifications and zoning districts and may be used in other sections of this report, if appropriate. However, in general, all parcels included in the SAP will be treated as one contiguous parcel for all purposes of property development.

Sunbeam NBV North – Surrounding Properties

North	Future Land Use	N/A
	Zoning District	N/A
	Existing Land Use	Biscayne Bay
East	Future Land Use	Commercial
	Zoning District	T6-30
	Existing Land Use	Multifamily Residential

South	Future Land Use	Commercial
	Zoning District	Sunbeam NBV Special Area Plan and T6-24
	Existing Land Use	Commercial and office
West	Future Land Use	N/A
	Zoning District	N/A
	Existing Land Use	Biscayne Bay

Sunbeam NBV South-West – Surrounding Properties

North	Future Land Use	Commercial
	Zoning District	Sunbeam NBV Special Area Plan
	Existing Land Use	Telecommunications, Office, Surface Parking
East	Future Land Use	Commercial
	Zoning District	T6-24
	Existing Land Use	Commercial (gas station)
South	Future Land Use	High Density Multifamily Residential
	Zoning District	RM-70
	Existing Land Use	Multifamily Residential
West	Future Land Use	N/A
	Zoning District	N/A
	Existing Land Use	Biscayne Bay

Sunbeam NBV South-East – Surrounding Properties

North	Future Land Use	Commercial
	Zoning District	Sunbeam NBV Special Area Plan and T6-30
	Existing Land Use	Commercial and Multifamily Residential
East	Future Land Use	Commercial
	Zoning District	T6-24
	Existing Land Use	Office
South	Future Land Use	Medium Density Multi-Family Residential
	Zoning District	RM-40

	Existing Land Use	Multifamily Residential
West	Future Land Use	Commercial
	Zoning District	T6-24
	Existing Land Use	Commercial/office/church

5. Background

On October 11, 2022, the Village Commission adopted Ordinance No. 2022-011 amending the zoning of the subject parcels, totaling approximately 12.912 acres (562,446.7 square feet) from "T6-24" and "T6-30" Transect to "Sunbeam NBV Special Area Plan" along with an amendment to Chapter 15 to incorporate references to regulations applicable to the Sunbeam NBV Special Area Plan only, contained within "Appendix A, Sunbeam NBV Special Area Plan." These requests were pursuant to Section 4.2 of Chapter 4, "Administration and Enforcement" and Section 15.2.G. of Chapter 15, "Form-Based Code" of the North Bay Village Unified Land Development Code (ULDC).

In conjunction with the rezoning and ULDC text amendment requests, the Village Commission also passed Resolution No. 2022-085 approving a conceptual site plan by Sunbeam to develop a multi-phased mixed-use development project consisting of three project subareas to include a total of:

- 1,936 residential units at a density of 150 units per acre, of which six percent (6%) or 117 units were dedicated to workforce housing
- Approximately 5,000 parking spaces
- Approximately 870,000 square feet of office and retail space
- Approximately 112,500 square feet of hotel space (equivalent to 300 keys)
- Approximately 126,434 square feet of civic and open space
- Maximum building height of 340 feet for the Sunbeam NBV North-East subarea, 650 feet for the Sunbeam NBV North-West subarea (on the northeastern most parcel only), 240 feet for the Sunbeam NBV South-East subarea, and 450 feet for the Sunbeam NBV South-West subarea (to be located on its easternmost parcel only); and
- Maximum development envelope of 7,311,807 square feet, at a Floor Lot Ratio of 13.0

The Village also entered into a Development Agreement, dated March 13, 2023, with the developer to establish terms and conditions relating to the proposed development of the property to provide assurance regarding the ultimate development of the project.

6. Description of Applicant's Request

Text Amendment to Appendix A, Sunbeam NBV Special Area Plan
This request is pursuant to Section 15.2.G. of Chapter 15, "Form-Based Code" of the North Bay Village Unified Land Development Code (ULDC) as the applicant seeks to amend "Appendix A, Sunbeam Special Area Plan" (Attachment 6) as outlined within the Letter of Intent (Attachment 1). It must be noted that the requested amendments will not result in modifications to the approved

conceptual site plan. The changes described within this report are limited to text changes only and will allow for an increase to the height for rooftop equipment, increased pedestal height for Sunbeam NBV north (Attachments 5 & 6), clarifications to the density bonus program, and establishing regulations regarding construction hours. The overall height and footprint of the building envelope will not change. These amendments are further described below:

1. Update to Sections A.2(H), A.2.1(E), and A.7.A.1(FN. 1) to clarify that the density bonus program and community contribution fees associated with the SAP shall be subject to the terms of the amended Sunbeam North Bay Village SAP Development Agreement, which is scheduled for public hearing before the Village Commission for first reading on September 16, 2025 and for second reading on September 29, 2025.

2. Update to Section A.2(C)(4) to state that architectural features, roof structures for housing stairways, elevators, tanks, ventilating fans, antennae, window cleaning equipment, or similar equipment required to operate and maintain the building shall not cover more than 50% of roof area and shall not exceed the maximum height by 30 feet.

3. Update to Sections A.3(2)(b) and A.7.C. to clarify that while the height of the pedestal for Sunbeam NBV South shall continue to be limited to seven stories or 100 feet, the height of the pedestal for Sunbeam NBV North shall be limited to ten stories or 120 feet.

4. The addition of a new Section A.9 establishing permitted construction hours, which shall be from dawn to dusk, Monday through Saturday, except that loud construction noise shall be prohibited: (1) before 8 a.m. Monday through Friday, (2) after 5 p.m. Monday through Saturday, and (3) before 9 a.m. on Saturday. Construction activities shall not be permitted on Sundays or national holidays unless there is an emergency as determined by the Village Manager.

7. Compliance with Section 4.2 of Chapter 4, "Administration and Enforcement," Section 4.18.C. of Chapter 4 "Amendments to the Unified Land Development Code" and Section 15.2.G. of Chapter 15, "Form-Based Code"

The applicant has complied with Section 4.2, General petition procedure, of Chapter 4 by submitting to the Village Clerk, through an authorized agent, a petition in the appropriate forms for the following actions:

1. Amendment to the ULDC

The requested amendment to the Unified Land Development Code (ULDC) complies with the criteria outlined in Section 4.18.C. of Chapter 4. Specifically, it does not alter the zoning designation of any property, nor does it propose changes to the permitted uses within the zoning district. Additionally, the amendment aligns with established planning policies and principles and remains consistent with the adopted Comprehensive Plan.

Section 15.2.G. of Chapter 15 permits, in part, the establishment of standards that may deviate from the requirements set forth in Chapter 15.3 and the broader ULDC. This provision offers flexibility to better integrate public improvements and infrastructure, enhance connectivity, promote a diverse

range of building heights and massing, and support the inclusion of high-quality design elements. Such flexibility is intended to facilitate a higher or specialized standard of building and streetscape design within the SAP, thereby advancing the objectives of the Form-Based Code as outlined in Section 15.1.

8. Consistency with NBV100 Comprehensive Plan and NBV100 Master Plan

The proposed amendments to Appendix A have been reviewed for consistency with the Goals, Objectives, and Policies (GOPs) of the Comprehensive Plan. The amendments are consistent with the GOPs cited below, and others; and will support and further the land use, development and community character vision of North Bay Village as expressed in the GOPs. The amendments are consistent with Objective 2.1 and Policy 2.1.1.

North Bay Village Comprehensive Plan - Future Land Use Element

GOAL: Secure the maximum physical, economic, and social welfare for the Village and its residents through the thoughtful use and development of land, buildings, streets, and public facilities, while maintaining its existing character as an attractive waterfront residential environment.

Objective 2.1
Manage future growth and development by implementing and enforcing all existing plans and regulations and by preparing and adopting new regulations as needed.

Policy 2.1.1: Periodically review the Village's current balance of land uses and revise the Village's Comprehensive Plan and Land Development Regulations, as necessary.

* * *

Objective 2.2
Implement policies, strategies and actions to promote the Village's character as an attractive, sustainable and resilient waterfront community and direct future development and redevelopment to be consistent with the desired community character, the vision and pillars of the NBV100 Master Plan, and goals, objectives, and policies within the Plan.

Policy 2.2.6: The Village Planning & Zoning Board shall continue to ensure that proposed development and redevelopment is consistent with written guidelines and regulations for development and redevelopment.

* * *

Objective 2.4
In accordance with the vision of the NBV100 Master Plan, the Village shall encourage innovative development and redevelopment in the Commercial Future Land Use District while adjusting regulatory metrics in favor of good street frontages, an inviting public realm, better connections to the water (where applicable), a wider range of building types, a more varied skyline, and better architecture, consistent with the goals of the NBV100 Master Plan.

Policy 2.4.1: The Village shall rely primarily on the application of regulatory metrics such as setbacks, stepbacks, and building heights that align with the goals of the NBV100 Master Plan to define the envelope of buildings in the Commercial Future Use Land Use District.

* * *

NBV100 Master Plan – Pillars and Goals

The applicant's stated intent to modify the text of the regulating plan i.e. "Appendix A, Sunbeam NBV Special Area Plan" will not result in modifications to the approved conceptual site plan. The request will not alter the site's land use, zoning, or density, and continues to support the development of a mixed-use project that: fosters a live-work-learn-play environment by including a diverse mix of uses; will result in the repair and upgrade of the existing seawalls to comply with the Village's adopted Seawall Design Criteria; and will continue to capitalize on a significant assembly of underdeveloped, underutilized, and obsolete land uses. Therefore, the requested amendment does not impact the approved Sunbeam SAP's consistency with aspects of the Livability, Resiliency, and Prosperity pillars of the NBV100 Master Plan Vision.

9. Recommendation

Staff finds that the proposed text amendments to "Appendix A – Sunbeam NBV Special Area Plan" is consistent with the development and community character goals of the North Bay Village Comprehensive Plan and the pillars of the NBV100 Master Plan, and complies with the applicable criteria set forth in Section 4.19 of the ULDC, as amended by Ordinance 2025-003. Staff has no technical objection to the proposed amendments and recommends **approval** of the application request.

The Planning and Zoning Board on September 3rd, 2025, voted to recommend approval of the request to amend "Appendix A, Sunbeam NBV Special Area Plan" of the Unified Land Development Code as presented with the following recommended modification:

- Recommendation of construction hours to be amended to 7:30 a.m. to 6:00 p.m. during the summer.

The Planning and Zoning Board also made a separate motion and voted to recommend that Sunbeam engages with the Village to explore options to activate the north lots on the causeway for public use.

10. List of Attachments to Staff Report

Attachment 1 – Application
Attachment 2 – Letter of Intent
Attachment 3 – Location Map of Impacted Properties
Attachment 4 – Survey Sketch with Legal Descriptions
Attachment 5 – Sunbeam NBV SAP Building Height Illustration – North-A
Attachment 6 – Sunbeam NBV SAP-Section Detail Illustration
Attachment 7 – Appendix A – Sunbeam SAP

NORTH BAY VILLAGE
EST. 1945

North Bay Village

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.northbayvillage-fl.gov

APPLICATION FOR ZONING CHANGE, INCLUDING REGULATING PLAN AND SPECIAL AREA PLAN APPROVAL

Zoning Map Amendment _____ **Special Area Plan _____**

ULDC Text Amendment __X___

This application form is to be used to petition for amendments to the North Bay Village Zoning Map or Form-Based Code Regulating Plan, or for amendments to the text of the North Bay Village Unified Land Development Code (ULDC) pursuant to Sections 4.15 and 4.17 and Subsection 15.2.G. of the ULDC.

Submit your application, with all the required information to the Village Planning and Zoning Official. The application and all supplemental forms and data may be submitted electronically for review via svargas@cgasolutions.com. Physical copies of materials may be requested prior to public hearing, to be delivered at the Village offices located at 1666 Kennedy Causeway, Suite 300.

This application, including supporting materials, must be completed in accordance with the attached instructions and submitted to NORTH BAY VILLAGE with the required fees pursuant to the most up-to-date Fee Schedule. Accepted payment methods for the required fees are check or credit card when paying in person at the Village offices. You may also call (305) 756-7171 to make your credit card payment by phone.

Amendments to the Unified Land Development Code (ULDC) and amendments to boundaries of the Zoning District Map are subject to the requirements and procedures of Section 4.4 of the ULDC (Public hearing, public notice, and adoption requirements and procedures).

This form is a fillable PDF. TYPE OR PRINT LEGIBLY ALL INFORMATION ON THE APPLICATION.

1. Applicant Name: (If different from Owner)
   Sunbeam Television Corporation, Sunbeam 1601 79th Street LLC, Sunbeam 1400, LLC, Sunbeam 1600-1624 79th Street LLC, Sunbeam Development Corporation (collectively "Applicant" or "Sunbeam")
2. Contact Phone: **305-381-6060** Email Address: **jshubin@shubinlawoup.com; lkozlowski@shubinlawgroup.com**
3. Mailing Address: **1401 79th Street Causeway, Miami, FL 33141**

For ULDC Text Amendment:

1. Proposed section to be changed and description of proposed change(s) (use separate page as needed)

Amendment to Section A.2.H and Section A.2.1.E. of Appendix A (the "Sunbeam NBV Special Area Plan Form-Based Code") of the Form-Based Districts Regulating Plan.

2. Reason for Request: **To amend the above-referenced text and that corresponding Development Agreement entered into by and between Sunbeam and the Village on or about March 13, 2023, primarily to modify the scope of a community benefits package necessary to satisfy the density bonus received by Sunbeam.**

For Zoning Map Amendment, including Special Area Plan:

1. Property Owner Name:
2. Contact Phone: _____ Email Address: _____
3. Mailing Address: _____
   _____
4. Site Address: _____
5. Legal Description of Property: _____
   _____
6. Folio Number(s): _____
7. Lot Size (Acres): _____
8. Existing Zoning Designation: _____ Zoning Requested: _____
9. Reason for Request: _____
   _____
   _____
   _____

APPLICANT AFFIDAVIT

I (We) the undersigned, am (are) the **Owner** (designate one: owner, tenant, agent, attorney) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of North Bay Village, no rights shall vest on behalf of the applicant which would be enforceable against the Village until after a Public Meeting is held by the Village Commission and the Village Commission has voted favorable on the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Section 4.4 of the ULDC. This affidavit is subject to penalties of law (Perjury). Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board and the Village Commission revoked.

Seth Bortunk, As:

CFO, Sunbeam Television Corporation
Secretary, Sunbeam 1601 79th Street LLC
CFO, Sunbeam 1400, LLC
Secretary, Sunbeam 1600-1624 79th Street LLC
CFO, Sunbeam Development Corporation

Corporate Seal (affix if applicable)

Sworn to and subscribed to before me this 15th day of July, 2025.

Notary

CLARA R. PINK
MY COMMISSION # HH 485260
EXPIRES: February 18, 2028

Public Commission expires: Feb. 18, 2028

CONSENT TO PUBLIC HEARINGS

All requests for variances from the North Bay Village Code shall be considered at Public Hearings before the Village Commission. Notice of Hearing shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Planning and Zoning Official shall certify that the petition is complete before the hearing is legally advertised. All applications shall be submitted to the Planning and Zoning Official on or before the deadline implemented by the Village.

All persons, firms, or corporations requesting a variance from the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village shall be deemed a condition precedent to the consideration of such a variance request.

I (We) the undersigned, am (are) the (**owner,** tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held by the Village Commission and the Village Commission has voted favorable on the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Village Code Chapter 7. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board and the Village Commission revoked.

Authorized Signature _____

Print Name: **Seth Bortunk, Secretary/CFO of "Applicant" Entities**

(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Sworn to and subscribed to before me this 15th day of July, 2025,
by Seth Bortunk, who is personally known to
me or who has produced _____ as identification.

CLARA R. PINK
MY COMMISSION # HH 485260
EXPIRES: February 18, 2028

_____
Notary Public Signature

Commission
Number/Expiration HH 485260 / Feb. 18, 2028

COST RECOVERY AFFIDAVIT

I hereby acknowledge and consent commit to the payment of all applicable cost recovery fees involved as part of my application process. Cost recovery includes, but is not limited to, staff time, attorney fees, planning consultant fees and any other professional service costs incurred by North Bay Village in the review and processing of a development application, regardless of the outcome of the review and/or public hearing process. I further understand and acknowledge that failure to remit payment for incurred costs pursuant to Subsections 5.12.B. and C. (attached) of the North Bay Village Unified Land Development Code (ULDC) constitutes a violation of the Code and the Village may levy penalties to secure compliance, as outlined in Subsection 5.12.C of the ULDC.

Please type or print the following:

Date: **July 15, 2025**

Relationship to the project: (e.g., property owner, architect, developer, **attorney**)

Full Name: **Liana Kozlowski**

Current Address: **100 SE 2nd Street, Suite 4020**

City: **Miami** State: **Florida** Zip: **33131**

Telephone: **305-381-6060** Email: **lkozlowski@shubinlawgroup.com**

I am fully authorized to commit to the expenditures contemplated by this Cost Recovery Affidavit.

Liana Kozlowski
Signature

SWORN AND SUBSCRIBED BEFORE ME THIS 15th DAY OF July, 2025

Frank Cantillo
Notary Public, State of Florida at Large

My Commission expires July 18, 2026.

Notary Public State of Florida
Frank Cantillo
My Commission HH 283370
Expires 7/18/2026

Subsections 5.12.B. and C. Regarding Cost Recovery

B. Cost Recovery Established

1. The applicant shall reimburse the Village for the actual cost of consultant or employed professional review services pursuant to the cost recovery procedures and requirements of subsection C below.

2. Payment in full by the applicant to the Village for the Village's actual expenditures for review of the application shall be a written condition of any development order. These cost recovery deposits fees shall be in addition to any and all other fees required by law, rule, or regulation of the Village Code of Ordinances.

C. Cost Recovery procedure.

1. At the time of submission of any application for development approval, the applicant shall pay the minimum cost recovery deposit fee outlined in the development approval fee and cost recovery deposit schedule set forth in this section, which funds shall be deposited into a cost recovery escrow account established for this purpose. Withdrawals shall be made to reimburse the Village for the cost of consultant services.

2. The Village shall provide the applicant with a copy of the consultant's invoice for any services charged against the applicant's cost recovery escrow account.

3. When the balance in the Village's cost recovery escrow account is reduced to one-half of its initial amount, the applicant shall deposit additional funds into such account to bring its balance up to the amount of the initial deposit. If such amount is not replenished within 30 calendar days after the applicant is notified, in writing, of the requirement of such additional deposit, the Village shall suspend its review of the application and the application shall be deemed withdrawn.

4. If an application is suspended due to nonpayment of the additional escrow deposit specified in subsection 3., a resubmission fee shall be paid, and the cost recovery deposit shall be replenished to a minimum of one-half of the original deposit amount before the application will be reviewed.

5. Prior to the scheduling or noticing of any board or commission hearing, the Village Manager's review of the application shall be complete, and the cost recovery escrow account balance shall be replenished to equal at least one-half of the initial deposit amount.

CONDITIONS FOR APPROVAL OF A REZONING REQUEST

SEC. 4.17.A.(2): Spot Zoning is prohibited. Individuals seeking to have property rezoned for their private use shall show evidence that their application meets one or more of the following:

(1) Consideration of the general welfare of the public;

(2) The effect on the surrounding property (including adequate buffers);

(3) Whether all uses permitted in the classification sought are appropriate to the location proposed; or

(4) Conformity to generally accepted Comprehensive Planning and zoning principles (including alterations to the population density patterns and increase of load on utilities, schools, and traffic)

In addition, the application shall demonstrate that:

b. The proposed change is in conformity with the Comprehensive Plan.

c. The proposed rezoning would not grant privileges not generally extended to property similarly located in the area.

SEC. 4.17.B.(1): No proposed zoning amendment that rezone property or substantially changes the uses permitted in zoning districts shall be approved unless:

a. The proposed amendment will place all property similarly situated in the area in the same category, or in appropriate complementary categories.

b. There is a convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest, and not merely in the interest of an individual or small group of people.

c. There is a convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change. (When a new district designation is assigned, any use permitted in the district is allowable, so long as it meets district requirements, and not merely uses which an applicant states he intends to make of the property involved).

d. There is convincing evidence that the character of the neighborhood will not be materially and adversely affected by any use permitted in the proposed change.

e. The proposed change is in accord with the Comprehensive Plan and sound Comprehensive Planning and zoning principles.

SEC. 4.17.C.: Amendments to the Unified Land Development Code that do not rezone property or substantially change uses permitted in zoning districts shall be in general accord with sound comprehensive planning and zoning principles and consistent with the adopted Comprehensive Plan. (Procedures to permit minor deviations from uses allowed in the Urban Core Zone by Warrant, are set forth in Chapter 15, Section 15.1.H.)

CRITERIA FOR SPECIAL AREA PLAN

SUBSEC 15.2.G. Special Area Plan:
The purpose of a Special Area Plan is to allow parcels of at least two (2) Abutting acres in size to be master planned so as to allow greater integration of public improvements and Infrastructure, to enable connectivity; to encourage a variety of Building Heights, massing, and to provide high quality design elements and greater flexibility so as to result in higher or specialized quality building and Streetscape design within the Special Area Plan, to further the intent of this Code expressed in Section 15.1.

1. General.
    a. The single or multiple owner(s) of Abutting properties in excess of two (2) acres may apply for a rezoning to a Special Area Plan and shall be approved by the process of rezoning following review by the Planning and Zoning Board and Village Commission with the site plan approval process.
    b. All regulations of the underlying Transect Zone and this [Form Based] Code that are not otherwise addressed by the SAP shall apply.
    c. A Special Area Plan shall assign Thoroughfares (as appropriate), Cross Block Pedestrian Passages, and Civic Spaces, with appropriate transitions to Abutting areas. Guidelines for Thoroughfares and Public Frontages may be adjusted to the particular circumstances of the Special Area Plan.
    d. A Special Area Plan shall include a site plan, map of the proposed layout, circulation, view corridors, and the standards that deviate from the requirements of Chapter 15, Section 15.3., and this Code.
    e. A Special Area Plan shall assign at least five percent (5%) of its aggregated Lot Area to a Civic Space Type. The developer shall be responsible for constructing any required public improvements within the Special Area Plan, including but not limited to the Civic Spaces, and Thoroughfares.
    f. Development within the Special Area Plan shall be pursuant to a recorded development agreement that will establish the allocation of Civic Spaces, Thoroughfares, and Building area among the Building sites.
    g. Unless a Building is specifically approved as part of the Special Area Plan, any Building shall be reviewed by the Planning & Zoning Official for conformance with the Special Area Plan and this Code and referred to the Village Manager for final approval per the requirements of Section 5.9, prior to issuance of the Building Permit.
    h. A parking management program that enables shared parking among public and private Uses.
    i. Flexible allocation of development capacity and Height, excluding Density on individual sites within the Special Area Plan may be allowed so long as the capacity or Height distribution does not result in development that is out of Scale or character with the surrounding area, and provides for appropriate transitions.

APPLICANT CHECKLIST

Applications are incomplete until all materials have been received by the Planning and Zoning Official. Applicant must provide the following upon submittal of application:

- ☐ Complete Application, including all required forms, signed by applicant or, if applicable, property owner or owner's representative.
- ☐ Letter of Authorization from property owner (if applicable).
- ☐ Proof of ownership (if applicable).
- ☐ Letter of intent, signed by the Applicant, explaining the nature of the request, justification for the proposed amendment, and evidence that the request complies with the applicable criteria of Section 4.17 of the North Bay Village Unified Land Development Code. Insufficient justification may result in denial of the application.
- ☐ Certified Land Survey dated within two (2) years of the application filing date, reflecting all current conditions (if applicable).
- ☐ Legal description (if applicable).
- ☐ Map indicating the present and the proposed rezoning of the property (if applicable).
- ☐ Conceptual site plan of proposed project eliciting the rezoning request, if applicable, including:
    - o Total acreage
    - o Dwelling units per acre
    - o Gross floor area
    - o Building height
    - o Floor area ratio
- ☐ Level of Service Assessment based on the projected development capacity of land proposed for rezoning or land impacted by proposed text amendment, as applicable.
- ☐ Filing fees and cost recovery deposit (Refer to the most current North Bay Village Fee Schedule).

*** Supporting materials may be submitted electronically for review. Physical copies of materials may be requested prior to public hearing***

Office Use Only:

Date Submitted: _____ Total Paid: $_____

Date Paid: _____ Filing Fee: $_____

Cash or Check #_____ Cost Recovery Dep: $_____

Shubin Law Group
PROFESSIONAL ASSOCIATION

July 17, 2025

VIA ELECTRONIC TRANSMISSION

Ms. Silvia E. Vargas, FAICP
Village Planner
Planning & Zoning Department
North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
svargas@cgasolutions.com

RE: Letter of Intent – Sunbeam Application to Amend Text of Appendix A to the Village's Form-Based Districts Regulating Plan & that Certain Corresponding Development Agreement Dated March 13, 2023

Ms. Vargas:

As you know, this firm represents Sunbeam[1], the applicant and owner of certain real property that comprises the Sunbeam North Bay Village Special Area Plan (the "Sunbeam SAP").

Through this application, Sunbeam is seeking to modify the *text* of the regulating plan for the Sunbeam SAP, as set forth within Appendix A of the Village's Form-Based Districts Regulating Plan ("Appendix A" or the "Sunbeam Regulating Plan"). Sunbeam is simultaneously seeking to amend certain provisions of the corresponding development agreement entered into by and between Sunbeam and the Village on March 13, 2023 (the "Development Agreement").

In sum, the proposed modifications to Appendix A and the Development Agreement will allow Sunbeam to proffer a community benefits package to the Village that will satisfy Sunbeam's workforce housing obligations under the Development Agreement while better responding to the Village's existing infrastructure and concurrency needs. More specifically, Sunbeam is proposing the following:

(i) Within ninety (90) days of amending the Development Agreement, Sunbeam will tender a deed to the Village for the property located at 7560 West Treasure Drive (identified as Miami-Dade Property Tax Folio No. 23-3209-009-0460) in order to accommodate park space and a stormwater station associated with the Village's

[1] For purposes of this application, "Sunbeam" is defined to include Sunbeam Television Corporation, Sunbeam 1601 79th Street LLC, Sunbeam 1400, LLC, Sunbeam 1600-1624 79th Street LLC, and Sunbeam Development Corporation (collectively "Applicant" or "Sunbeam").

ongoing drainage improvements;

(ii) Within ninety (90) days of amending the Development Agreement, Sunbeam will tender a deed to the Village for the properties located at 1601-1657 North Treasure Drive (identified as Miami-Dade Property Tax Folio Nos. 23-3209-010-0050 and 23-3209-010-0040) for public purposes, including but not limited to public park space and/or workforce housing; and

(iii) Concurrent with the issuance of a building permit for a residential building to be constructed at 1401 79th Street Causeway (identified as Miami-Dade Property Tax Folio No. 23-3209-000-0161), Sunbeam will contribute an "in-lieu" fee to the Village's workforce housing fund to satisfy the six percent (6%) workforce housing requirement for said building.

The proposed modifications to Appendix A and the Development Agreement are set forth more fully in Exhibits "A" and "B" enclosed with this letter. To be clear, this application is limited to the proposed text amendments set forth within those documents and is in no way a request to expand the boundaries of the Sunbeam SAP or modify the previously-approved Sunbeam SAP site plan.

Sunbeam and the Ansin family remain enthusiastic about the progression of this transformative project and are steadfast in their commitment to supporting the Village's fiscal and public space initiatives that are critical to the prosperity of this community. We submit this application in furtherance of that commitment and look forward to the Village's favorable consideration.

Sincerely,

John K. Shubin, Esq.
Liana M. Kozlowski, Esq.
For the firm

Enclosures

cc: Frank Rollason, Village Manager (villagemanager@nbvillage.com)

Exhibit “A”

Appendix A
SUNBEAM NBV SPECIAL AREA PLAN

§ A.1 General provisions.

A. *Title.* This appendix shall be known as the Sunbeam NBV Special Area Plan Form-Based Code or "Sunbeam NBV SAP."

B. *Purpose and intent.* This appendix sets forth the standards applicable to this special area plan form-based district and transect zone 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.

(5) Reinforcing community identity through the thoughtful placement of civic and public gathering spaces.

(6) Constructing buildings and landscaping that contribute to the physical definition of throughfares as civic spaces.

(7) Establishing a framework of multimodal systems while respecting the pedestrian and special form of public spaces

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.

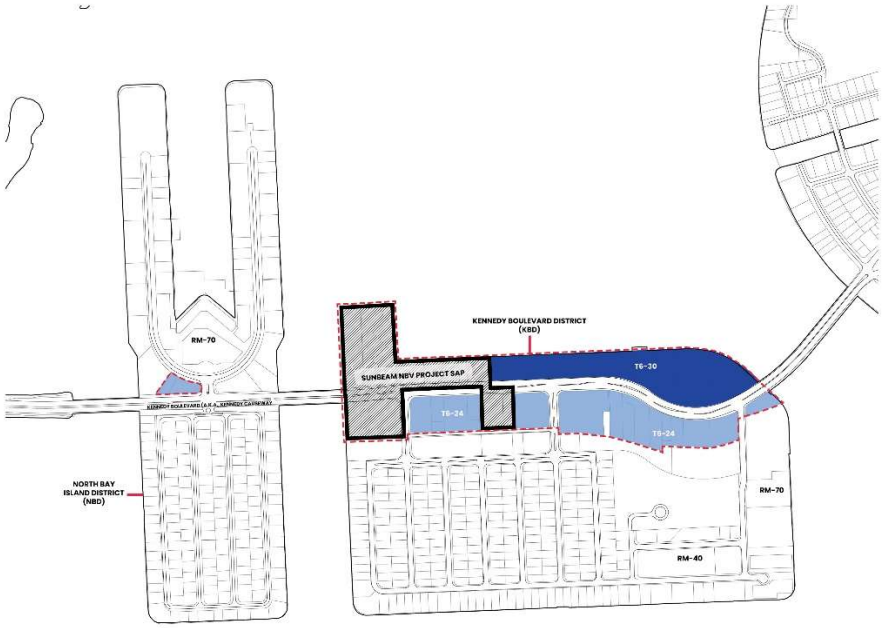
5) Ensure that private development contributes to the infrastructure and promotes a quality multimodal friendly public and private realm.

C. Form-based district.

1. The Sunbeam NBV SAP form-based district in North Bay Village is composed of one transect zone. See Section A.1.D and Section A.5, Form-Based District Regulating Plan.

2. The extent of the Sunbeam NBV SAP form-based district and transect zone is described in this Form-Based District Regulating Plan and in the pertinent regulatory Section for the district, see Section A.2, General to Transect Zones, Section A.3, Specific to Sunbeam NBV Special Area Plan, and Section A.5, Form-Based Districts Regulating Plan.

D. Form-Based Districts Regulating Plan.



1. The Form-Based Districts Regulating Plan, Section A.1.D shows the boundaries of the Sunbeam NBV SAP form-based district and transect zone in North Bay Village.

2. Locations within North Bay Village that are outside the boundaries of the Sunbeam NBV SAP form-based district and transect zone shall retain their current zoning designations and regulations under the NBV ULDC.

E. Applicability.

1. Regulations in this appendix or the Sunbeam NBV SAP form-based district shall replace the prior zoning and overlay districts within the boundaries described in this Form-Based District Regulating Plan. See Section A.5, Sunbeam NBV SAP Form-Based District Regulating Plan.

2. This appendix shall apply to all new construction and substantial modifications, as defined bythe Florida Building Code, within the form-based districts.

3. This appendix shall supersede prior regulations in the North Bay Village Unified Land Development Code (ULDC) for properties within the Sunbeam NBV SAP form-based district except where specified.

Where a conflict exists between this appendix and other portions of the ULDC or the Form-Based Code, this appendix shall prevail.

F. Rules of construction.

1. In their interpretation and application, the provisions of Appendix A, Sunbeam NBV SAP Form-Based District, 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 A.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 percent 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 A.2, and Section A.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 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. Unless otherwise specifically provided for as part of the SAP approval process, Development within the Sunbeam NBV SAP and pursuant to this Appendix A shall be permitted within the following conceptual framework. (See Section 5.2)

   The specifics of the procedures are governed by Chapters 4, 5, 7, 15 and Appendix A and other provisions of the ULDC predating Chapter 15, Form-Based Code, as applicable.

   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.

         i. At the time of submitting the application to the Village Building 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.

         ii. 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 warrant shall be posted on the Village website within five days of the written decision.

         iii. Review and approval process.

            (a) 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.

            (b) The Village Manager shall issue an intended decision within 14 calendar days of a determination that the application is complete. The applicant shall have seven 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 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.

            (c) The Village Manager shall approve, approve with conditions, or deny the warrant application, but in no event shall a warrant be issued prior to 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.

iv. Review criteria.

(a) 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 appendix 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.

v. Procedure for appealing an administrative decision on a warrant.

(a) 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.

vi. A warrant shall be valid for a period of two 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.

i. As appropriate to the nature of the waiver involved and the particular circumstances of the case, waivers up to ten percent of that particular standard of this Code except density, intensity and height, 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.

ii. Prior to submitting an application for an administrative waiver, the prospective applicant shall meet in a preapplication meeting with the Planning and Zoning Official to obtain information and guidance as to matters related to the proposed application.

iii. At the time of submitting the application to the Village Building 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.

iv. 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 days of the written decision.

v. Review and approval process.

(a) 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, as applicable. The waiver application may be referred for development review if the Planning and Zoning Official determines that a review is necessary.

(b) 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 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 30 days from the time of notice to the abutting property owners.

(c) 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.

vi. 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.

vii. A waiver shall be valid for a period of two 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.

c. Development pursuant to Sunbeam NBV SAP.

(1) A Special Area Plan Permit is a permit for the implementation of individual projects allowed by this appendix that is granted administratively by the Village Manager upon review and recommendation by the Planning and Zoning Official.

i. At the time of submitting the application to the Village Building 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.

ii. 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 Special

Area Plan Permit shall be posted on the Village website within five days of the written decision.

iii. Review and approval process.

(a) The Planning and Zoning Official shall review each submitted application for a Special Area Plan Permit for completeness. The Special Area Plan Permit application may be referred administratively for development review by other disciplines if the Planning and Zoning Official determines that such review is necessary.

(b) The Village Manager shall issue an intended decision within 14 calendar days of a determination that the application is complete. The applicant shall have seven 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 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 Special Area Plan Permit application.

(c) The Village Manager shall approve, approve with conditions, or deny the Special Area Plan Permit application, but in no event shall a Special Area Plan Permit be issued prior to 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.

iv. Review criteria.

(a) As appropriate to the nature of the Special Area Plan Permit involved and the particular circumstances of the case, the following criteria shall apply to a Special Area Plan Permit 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 this appendix expressed in Section A.1, the guiding principles of NBV100, and the regulating standards set forth in this appendix. The review shall also apply Section A.7.I, Sunbeam NBV SAP Design Review Criteria, as applicable.

v. Procedure for appealing an administrative decision on a Special Area Plan Permit.

(a) Appeal by the applicant 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.

vi. A Special Area Plan Permit shall be valid for a period of two 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.

§ A.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.

B. Lots and frontages.

1. Lots facing thoroughfares on more than one 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 Zoning Department upon request by the Planning and Zoning Official.

    a. Lots shall have at least one primary frontage, except waterfront lots shall have at least two primary frontages, one of which shall be the waterfront and shall conform to Building Development Standards for each transect zone as described in Section A.3, Specific to Sunbeam NBV Special Area Plan.

    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 A.6.A, Frontage Types Table.

C. Measurement of 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 Chapter 10 for freeboard requirements and Section A.7.B and Section A.7.C for building height requirements.

2. A story is a habitable level within a building and shall conform to the building development standards for the Sunbeam NBV SAP transect zone as described in Section A.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 architectural features, roof structures for housing stairways, elevators, tanks, ventilating fans,

antennae, window cleaning equipment, or similar equipment required to operate and maintain the building, provided that such structures shall not cover more than 5020 percent of roof area and shall not exceed the maximum height by thirty (30) ~~twenty~~ feet; nor to church 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 A.3.

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 A.6.A, Frontage Types Table, and Section A.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 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 Section A.6.E and Section A.6.F.

2. *Shopfront finishes.* The majority of exposed finishes apart from glazing shall be custom metal work, steel frame, extruded aluminum and panels, stone, stucco, brick, wood or wood-like materials.

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 feet in height.

e. The business address should be advertised with a window sign on the transom above the entry door. Alternatively, addresses shall be displayed on a plaque next to 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, Island Walk, passages, corridors or other pedestrian oriented accessways 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.* Shopfront bulkheads, when implemented, shall be a maximum of 30 inches above the adjacent sidewalk and 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 A.6.F. Sign bands shall have a maximum height of 48 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 A.6.F. Side panels are allowed but not encouraged.

c. Awnings may be fixed or retractable.

d. Awnings shall be a minimum of three feet wide by three feet deep. They shall be installed a minimum of seven feet from the ground and project no more than eight 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. See Section A.1.F and Section A.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.* 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 feet from the ground and project no more than eight feet from the building façade, when facing a thoroughfare.

F. Sign standards.

1. *Exempted signs.* The signs specified in this Section are exempt from signage regulations other than the regulations contained in this Section. Exempted 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.

   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 three 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 seven days of the election.

      (4) Up to three signs total are allowed per residential lot, or per shopfront, except at polling places. Of the three 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. Construction signs, subject to the following:

      (1) Signage shall identify the contractor, subcontractor, or architect. Name, contact information, website, and license information may be included. Signage may include the project name, a project rendering, as well as businesses coming to the site.

      (2) The contractor, the architect, and subcontractor are each allowed one sign with a maximum area of four square feet.

      (3) Signs may only be erected after a building permit has been issued.

      (4) Signage must be removed within five days of the final inspection.

   i. (Reserved)

   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 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 square feet in copy area.

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 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. Animated, moveable, 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 signs may be located in a way that causes a hazard to pedestrian or vehicular traffic.

(1) Temporary signs at street intersections are limited to 30 inches in height within a triangle measured 30 feet from the intersection along each right-of-way.

(2) No permanent sign may be located within a triangle measured 30 feet from the intersection along each right-of-way.

3. Permitted signs.

a. General.

(1) Signs shall conform with the following standards, as specified in Section A.6.E and illustrated in Section A.6.F.

(a) Sign type limitations by zone.

(b) The height and area of the sign;

(c) The number of signs per site;

(d) The height of sign copy.

(2) Exterior signs shall be made of durable, weather resistant materials.

(3) A permit is required for all signs permitted under this Section.

(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 feet over pedestrian ways, except for signs on awnings and canopies.

(2) A minimum of 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 feet from a curb, ramp, driveway, light pole, street sign, or fire hydrant.

c. Removal.

(1) Signs shall be removed as specified in Section A.6.E, Sign Restriction Table, and as follows:

(a) (P) Permanent; signs do not require removal.

(b) (O) Occupancy; signs shall be removed within seven 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.

(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.

(1) The permitting and inspections department supplies templates for Open House, Model Home, and Under Construction signs.

e. Illumination.

(1) Internal sign illumination is permitted on window and wall 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.

f. Electronic message center (EMC) signs.

(1) EMC signs are permitted for use on ground signs for mixed-use projects, churches 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 technology.

(5) Signs shall not exceed 0.3-foot candles above ambient light measured at a distance of 200 feet.

4. Requirements by sign type as described below and illustrated in Section A.6.F.

a. Band signs (synonym 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 six inches from building corners.

b. 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. *Commercial construction signs.* Subject to the following:

(1) Signs may identify the project and feature the names of developer, contractor, sub-contractors and professionals associated with the project. Names, websites and contact information may be included. Signage may include the project name, a project rendering, as well as businesses coming to the site.

(2) Signs may only be erected after a building permit has been issued. Signs shall be removed within five days of the final inspection.

(3) Signs shall have a maximum height of eight feet and shall not be above ~~four~~ eight feet from street grade.

d. Commercial rental signs.

(1) All commercial rental signs require NBV approval.

e. Corner signs.

(1) Corner signs are only permitted at building corners where each facade is along a street, along the Island Walk, a view corridor, passage or other accessway to the site.

(2) Corner signs may extend up to six feet above parapets.

f. For sale sign.

(1) Signs shall be removed within seven days of closing.

g. (Reserved)

h. Ground signs.

(1) Ground signs are limited to the following locations:

i. Forecourts.

(2) The bottom of the sign shall be within two feet of sidewalk grade.

(3) Ground signs shall be set back a minimum of ten feet from property lines.

i. Marquee signs.

(1) Marquee signs may be used for lodging, mixed-use projects, and theaters. The Village may permit marquee signs for other businesses upon request.

j. Projecting signs.

(1) Projecting signs shall be erected on a wall of a building.

(2) Projecting signs may project up to four feet from the wall of the building on which it is erected.

k. Open house, model home 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, two inch copy minimum.

(4) Balloons, streamers and other types of decoration may not be used.

(5) Signs are allowed for three consecutive days in any one week.

(6) Up to four signs may be located off site.

l. 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. Wayfinding signs shall be constructed using solid materials to prevent the sign from being destroyed or blown away. Wayfinding signs and directory signs may be internally illuminated.

G. ***Special Area Plan.*** The purpose of this Special Area Plan is to allow parcels of at least two 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 buildings and streetscape design within the Special Area Plan, to further the intent of this Code expressed in Section 15.1.

1. General.

a. Reserved.

b. All regulations of the underlying transect zone and this Code that are not otherwise addressed by this SAP shall apply.

c. This Special Area Plan provides detailed and specific regulatory guidelines offering flexibility and predictability for the development of the covered property; addressing among others the assignment of thoroughfares, as appropriate, crossblock 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. Reserved.

e. This Special Area Plan assigns at least seven and one half (7.5%) percent 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 this 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 this Special Area Plan, any building shall be reviewed by the Planning and 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 shall be submitted with Special Area Plan Permits.

i. Flexible allocation of development capacity, height and density on individual sites within this Special Area Plan may be allowed so long as the capacity or height distribution doesnot 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 A.1.H.4.c.1. and Section 5.2, Development Permit Required.

H. ***Bonuses—Density Bonus Program.*** A density bonus is approved by the Village Commission for participation in the **Village public benefit program**, in compliance with the following provisions (see also **Chapter 8, Sections 8.13.D, and 8.15)**:

1. Reserved.

2. The total density including bonuses shall not exceed **150 dwelling units per acre**, **subject to the terms included in the approved Sunbeam NBV SAP Development Agreement**.

~~a) The project shall set aside a minimum of six (6%) percent of the total units for non-subsidized Workforce Housing.~~

3. Reserved.

4. Community contribution fee.

~~a.~~ Community contribution fees for additional density shall be **subject to the terms included in the approved Sunbeam NBV SAP Development Agreement**.~~as part of the Village's Fee Schedule and shall be payable to the Village as stipulated as follows, unless otherwise stipulated in the approval.~~

~~i. Twenty-five percent of the total fee shall be payable within 90 days of Commission approval of the Site and Development Plan and shall be non-refundable.~~

~~ii.~~i. ~~The remaining 75 percent of the fee shall be payable prior to or upon the issuance of a building permit when the density bonus is to be used and shall be non-refundable.~~

5. Reserved

I. *Density and intensity calculations.* [Reserved].

J. *Sustainability.* The Sunbeam NBV SAP 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 Sunbeam NBV SAP district 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, or their equivalent.

§ A.2.1 Workforce Housing Program administration.

A. *Purpose.* The purpose of this Section is to create administrative procedures for the implementation of the **Workforce Housing Program** established pursuant to **Chapter 15, Section 15.2.H** of the North Bay Village Unified Land Development Code, and applicable to mixed-use developments in the Sunbeam NBV SAP district.

B. *Definition of terms.* The definitions contained in **Chapter 15, Section 15.2.1** of the North Bay Village Unified Land Development Code, shall apply to this chapter in addition to the following:

Area median income (AMI) means the median income level for Miami-Dade County as established and defined in the annual schedule published by the Secretary of the U.S. Department of Housing and Urban Development and adjusted for household size.

Condominium means that form of ownership of real property created pursuant to Chapter 718, Florida Statutes, which is comprised entirely of units that are owned by one or more persons, and which there is, appurtenant to each unit, an undivided share in common elements.

Condominium conversion has the meaning established by Sections 718.604—718.622, Florida Statutes.

Control period means each 30-year period during which the affordability restrictions imposed by this article shall apply. The control period begins at the time of any sale or resale of the affected unit by every new Workforce Housing unit owner.

Covered development means all developments providing Workforce Housing units pursuant to **Chapter 15, Section 15.2.H** of the North Bay Village Unified Land Development Code.

Department means, unless otherwise indicated, the department or division designated by the Village Manager to administer this program or any successor agency.

Developer means any person, firm, corporation, partnership, limited liability company, association, joint venture, or any entity or combination of entities that apply for development orders or permits for residential dwelling units seeking to utilize the density bonus available pursuant to Chapter 8, Sections 8.12.5, 8.13.D, 8.15, and Chapter 15, Section 15.1.H, of the North Bay Village Unified Land Development Code, but does not include the state or any county, municipality, or any governmental entity.

Eligible household means a household whose total income is between 80 percent and 140 percent of Miami-Dade County area median income.

Eligible household income means any income derived from any proposed occupants of a workforce housing unit who are 18 years of age or older and who will use the unit as their primary residence.

Household means any natural person who occupies a workforce housing unit as their primary residence.

Market rate dwelling units means all dwelling units in a covered development that are not workforce housing units as defined herein.

Program Administrator means, unless otherwise indicated, the individual or individuals designated by the Village Manager to administer the Workforce Housing Program.

Qualified household means an eligible household with annual incomes within the affordability ranges established in this Code.

Qualified improvement means any addition or replacement to the workforce housing unit that adds materially to the value of the unit, prolongs the unit's useful life, or adapts the workforce housing unit to new uses and the replacement of any existing amenities.

Workforce housing density bonus agreement means a written agreement between an applicant for a development and the Village containing specific requirements to ensure the continuing affordability of the workforce housing units included in a development during the control period.

Workforce housing unit means a rental dwelling unit occupied by an eligible workforce household where the maximum monthly rental cost shall be restricted to an amount affordable to a workforce household with a total annual income between 80 percent and 140 percent of North Bay Village AMI.

Workforce housing unit rent means rents that do not exceed the maximum monthly rent limits as determined for Miami-Dade County by the U.S. Department of Housing and Urban Development in its annual Income Limits and Rent Limits and as used by Florida Housing Finance Corporation for its multifamily rental programs (published annually at http://www.floridahousing.org .

C. Compliance procedures—Workforce housing declaration of restrictive covenants and workforce housing agreement.

1. Every workforce housing unit established pursuant to Chapter 15, Section 15.2.1 of the North Bay Village Unified Land Development Code shall be offered for rent to a qualified household to be used for their own primary residence.

2. Prior to the initial rental of any workforce unit, the owner must record the workforce housing density bonus agreement in the chain of title for that unit, at no cost to the Village, and submit recordation documentation to the Village. The rental contract for the unit must also contain a clause summarizing the workforce housing requirements and rent level control and referencing the recorded workforce housing density bonus agreement.

3. The maximum rental rates for workforce units shall not exceed the affordability limit of an eligible workforce household making an annual income within the applicable AMI range pursuant to this Section as published annually by Miami-Dade County.

   a. At all times, at least 5/6th of the Workforce Housing units at the project shall be made available to Eligible households whose total income is between 80 percent and 100 percent AMI.

   b. At all times, no more than 1/6th of the Workforce Housing units at the project shall be made available to Eligible households whose total income is no greater than 140 percent AMI.

D. Application of workforce housing density bonus.

1. Any development proposing to utilize the density bonus allowed in The Sunbeam NBV SAP district must submit a workforce housing density bonus zoning application with their application for Special Area Plan Permit to the Village for consideration and approval by the Village Manager. At a minimum, the density bonus application shall include:

   a. General description of the development including location, size, land use, zoning, and the number of rental units and/or for sale units the development will contain;

   b. Conceptual development plan showing the proposed location of the workforce housing rental units;

   c. Total number of market rate and workforce housing units;

   d. Estimated initial monthly rent for each workforce housing unit;

   e. Provide the size in terms of square feet and number of bedrooms for each workforce housing unit;

   f. Location in development of each workforce housing unit and its applicable AMI affordability range;

   g. If construction is to be phased, a phasing plan identifying the number of workforce housing units and market-rate units in each phase;

   h. Documentation and plans regarding the interior and exterior appearances, materials, and finishes of the bonus units if not exactly the same as the market-rate units; and

   i. Any other relevant information requested by the Village.

E. Workforce housing density bonus unit criteria.

1. Workforce housing units shall be built ~~within the project,~~ as such term is defined in **Section A.2.1.B_ of this appendix**.

~~2. At all times, workforce housing units shall be located within at least 50% of the multi-family residential buildings within the project.~~

~~3.~~2. In each building in which workforce housing units are being built, the workforce housing units shall be built simultaneously with or prior to the market-rate units.

~~4.~~3. In each building in which workforce housing units are being built, the workforce housing units shall be reasonably dispersed throughout the building and not clustered together or segregated in any way, from the market-rate units.

~~5.~~4. Workforce housing units shall contain the same number of bedrooms and quality of construction as the other market-rate units in the building in which the workforce housing units are located.

~~6.~~5. The interior building materials and finishes of the workforce housing units shall be substantially the same type and quality as the market-rate units in the building in which the workforce housing units are located.

F. Workforce housing density bonus agreement.

1. Prior to the approval of any development order or permit for any development in which the workforce housing density bonus is requested, the applicant shall enter into a workforce housing density bonus agreement with the Village, which shall set forth the commitments and obligations of the applicant to ensure compliance with these regulations.

2. The applicant shall execute all documents deemed necessary by the Village in a form to be established by the Village Attorney, including without limitation, restrictive covenants, deed restrictions and related instruments including requirements for income qualification for tenants of rental units.

G. Maintenance of rent affordability.

1. On an annual basis, the Village Manager, or his/her designee, shall make available copies of updated AMI ranges, and associated rental rate limits applicable to workforce housing units in North Bay Village based on official information available from Miami-Dade County or the U.S. Department of Housing and Urban Development.

2. The time period during which the rental rate for a workforce housing unit under these regulations is required to be controlled within a specified affordability range is 30 years.

3. Workforce housing rental unit owners are required to submit an annual report to the Village on or before January 30 of each year, verifying that all designated workforce housing units they own are being rented at rates affordable to area households with annual incomes within the affordability ranges established in this Code. Documentation may be in the form of a notarized affidavit stating the current annual rent for each unit together with collaborating documentation, or other form acceptable to the Village Manager.

H. Violations.

1. It is a violation of this ordinance to:

   a. Fail to file required affidavits or audits when required.

   b. Rent or lease a workforce housing unit to a person or family that is not income eligible as required by this Code.

   c. Knowingly give false or misleading information relating to this program to any Village employee.

   d. Participate, in any way, in the lease or rental of a workforce housing unit which violates any provision of this Code or a workforce housing density bonus agreement.

2. The fine for each violation of these provisions shall be in conformance with the procedures and fines in Chapter 153 of the North Bay Village Code of Ordinances, as amended.

3. Appeals to any violations issued by North Bay Village under these regulations shall be processed pursuant to the North Bay Village Code Compliance appeals procedure in Chapter 153, North Bay Village Code of Ordinances, as amended.

§ A.3 Specific to Sunbeam NBV Special Area Plan.

Sunbeam NBV SAP

1. *General.*

   a. *Purpose and intent.* This chapter sets forth the standards applicable to development within the *Sunbeam NBV SAP,* which is composed of Urban Core Transect Zone (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 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.

   b. Applicability.

      (1) Section A.3.A provides development regulations that shall be employed in the mixed-use development of lands within the *Sunbeam NBV SAP* .

      (2) The *Sunbeam NBV SAP* includes lots fronting Kennedy Causeway on Treasure Island as indicated in the Regulating Plan Graphic in Section A.1.D.

2. *Development standards for Sunbeam NBV SAP.*

   a. Building disposition.

      (1) Newly platted lots shall be dimensioned according to the tables and illustrations in Section A.7.B and Section A.7.C.

      (2) Lot coverage by any building shall not exceed that shown in Section A.7.B and Section A.7.C.

      (3) Buildings shall be disposed in relation to the boundaries of their lots according to the tables and illustrations in Section A.7.B and Section A.7.C.

      (4) Sunbeam NBV SAP projects shall have their primary pedestrian entrances on Kennedy Causeway. Buildings in the *Sunbeam NBV SAP should* also have entrances along view corridors, the Island Walk and Pirates Alley, as feasible.

      (5) Up to the top of the pedestal, facades shall address and architecturally engage primary frontage lines along their length as shown in the tables and illustrations in Section A.7.B and Section A.7.C. Pedestrian forecourts are allowed and shall not exceed 50 percent of the facade length. In the absence of a building along the remainder of a frontage Line, a streetscreen shall be built, as needed, to shield parking and service areas.

      (6) At the first story, facades along a frontage line shall have frequent doors, windows and pedestrian entrances.

      (7) Setbacks for buildings shall be as shown in the tables and illustration in Section A.7.B and Section A.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) Above the Pedestal, the minimum spacing between towers is 60 feet. At the top of pedestal, a non-habitable floor is allowed up to a maximum of six feet in height without additional setback to accommodate depth of swimming pools, landscaping, transfer beams, and other structural and mechanical systems.

(9) All lots in the Sunbeam NBV SAP shall comply with minimum standards for the view corridor, as described in Section A.3.A.2.g.(3).

(10) If the frontage line of a site on the north side of 79th Street is at any point more than 340 feet from a thoroughfare intersection, the building shall provide a cross-block pedestrian passage or view corridor as a recorded public easement, as shown in Section A.7.C. Such a cross-block pedestrian passage may be covered above the second story by up to ninety (90%) percent of its length with buildings spanning over the passage or structures connecting buildings, such as a terrace, pedestrian bridge, or vehicular bridge. A pedestrian passage, including paseos, are 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) Density shall not exceed that shown in the tables in **Section A.7.B** and **Section A.7.C.**, subject to the terms included in the approved Sunbeam NBV SAP Development Agreement.

(12) Sidewalks.

(a) Along Kennedy Causeway, a 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.

(b) The sidewalk, including portions on the public ROW, may be raised to address sea level rise, as appropriate, but shall connect with 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.

(c) Sidewalks shall be designed to promote a walkable, lively, and safe environment, using landscaping, lighting, furnishings and shading devices, as appropriate.

b. Building configuration.

(1) Development within private frontages shall comply with Section A.6.A, the tables and illustrations in Section A.7.B and Section A.7.C.

(2) Above the Pedestal, the building floorplate dimensions shall be limited as follows:

Sunbeam NBV South-West and South-East up to and including 20th Floor:

(a) 22,500 square feet maximum for residential uses.

(b) 40,000 square feet maximum for commercial uses and for parking.

(c) 215 feet maximum length for residential and commercial uses.

Sunbeam NBV South-West and South-East above 20th Floor:

(a) 15,000 square feet maximum for residential uses.

(b) No commercial uses nor parking.

(c) 215 feet maximum length for residential and commercial uses.

Sunbeam NBV North:

(a) 22,500 square feet maximum for residential uses.

(b) 40,000 square feet maximum for commercial uses and for parking.

(c) 215 feet maximum length for residential and commercial uses.

(3) Building heights shall be measured from base flood elevation (BFE) plus 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 A.7.B and Section A.7.C and to the following standards.

(a) At the first story:

i. The height shall be no less than 18 feet and no more than 24 feet measured from the base flood elevation (BFE) plus freeboard to the finished floor of the second story.

ii. Mezzanines in the first story shall be limited to 50 percent of the habitable floor area and shall not count as a story.

(b) Above the first story in a Pedestal:

i. The height of a story, including a liner story, shall not exceed 24 feet measured from finished floor to finished floor.

ii. In Sunbeam NBV South, ~~T~~the maximum height of the pedestal shall not *exceed seven stories or 100 feet.* In Sunbeam NBV SAP North, the maximum height of the pedestal shall not *exceed ten stories or 120 feet.*

iii. Mezzanines shall be limited to 50 percent of the habitable floor area and shall not count as a story.

iv. 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 purposes of determining the overall number of stories in a building.

(c) In a tower (above the Pedestal):

i. The height of a story is not limited within the maximum permitted building height.

ii. A mezzanine shall count as a story.

iii. Lots in the Sunbeam NBV SAP shall comply with Section A.7.B and Section A.7.C.

(d) A mezzanine extending beyond the specified limit shall be counted as an additional story for purposes of calculating building height.

(4) First story finished floor elevations.

(a) For commercial uses fronting Kennedy Causeway, the finished floor elevation within first 20 feet shall be flush with the adjacent sidewalk or Terrace elevation or no higher than one and one-half feet above the same.

(b) For commercial uses fronting the Island Walk, the finished floor elevation within first 20 feet shall be flush with the Island Walk or Terrace and no higher than one and one-half feet above the same.

(c) For residential uses, the finished floor elevation shall be no lower than BFE plus freeboard.

(d) 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) On shopfronts, a bulkhead (or knee wall) of the maximum allowable height is encouraged but not required. See Section A.2.E for shopfront standards.

(f) 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) Pedestals, parking structures and liners.

(a) In Sunbeam NBV South, ~~T~~the pedestal shall consist of no more than seven stories and shall be a maximum of 100 feet. In Sunbeam NBV North, the pedestal shall consist of no more than ten stories and shall be a maximum of 120 feet.

(b) A parking structure shall not extend beyond the height of the pedestal. For building heights in a pedestal, see Section A.3.A.2.b.(3).

(c) 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 percent 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 Chapter 9, Division 4, Landscaping).

(d) 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 percent 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 Official (see also Chapter 9, Division 4, Landscaping).

(6) Encroachments shall be as follows:

(a) A gallery may be constructed on the primary frontage south of Kennedy Causeway over the sidewalk easement. Where a gallery is constructed, it may encroach the entire 20-foot setback and shall not extend into the right-of-way. Refer to the tables and illustrations in Section A.7.B, and to Development Standards, Section A.3.A.2., for additional details.

(b) A gallery, cantilever or arcade may be constructed on the primary frontage north of Kennedy Causeway over the sidewalk easement. The gallery or arcade may encroach the entire 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 A.6.A and to Development Standards, Section A.3.A.2., for additional details.

(c) Cantilevers, cantilevered awnings and entry canopies may encroach up to seven 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 feet into the waterfront setback, up to but not extending into, the Island Walk easement.

(d) All outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall not be allowed as encroachments, except as may be directed by utility company and/or Fire Department.

(e) Loading spaces and service areas shall be internal to the building and shall not be allowed as encroachments.

(7) Vehicular access shall be as follows:

(a) 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) 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, the crossblock passage and the side setback.

(c) No more than 50 percent of the total area of the view corridor or the crossblock passage may be used for vehicular movement. Pedestrian connectivity shall be prioritized in design and vehicular movement, while facilitated, shall not occur at the expense of pedestrian safety or convenience.

(d) A vehicle accessing a loading berth is allowed to make one turning movement on an adjacent thoroughfare to minimize the lot area devoted to this function.

(8) Walls, hedges, fences and gates shall not exceed a height of three and one-half 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 feet.

(9) Streetscreens shall be between three and one-half and eight feet in height and constructed of a material matching the adjacent building facade 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 feet in height, streetscreens shall be 50 percent permeable or articulated to avoid blank walls.

(10) Screening shall be as follows:

(a) 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) 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, Siamese connections, and the like shall be placed within the line of the facade or behind a streetscreen, or as may be directed by utility company and/or Fire Department. Exhaust air fans and louvers may be allowed on the facade only on the secondary frontages above the first story.

(c) 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 twenty (20) feet. Trellises may extend above the maximum height up to 14 feet. Extensions more than ten feet above the maximum height for stair, elevator and mechanical enclosures or ornamental purposes only, shall be permitted by process of waiver.

c. Building function and parking requirements.

(1) Buildings in the Sunbeam NBV SAP shall conform to the Functions and Parking Requirements Table described in Section A.7.A. Certain functions as shown in said table shall require approval by exception. Refer to Section 8.14, Supplemental Use Regulations, Section 8.15, Supplemental Development Standards.

(2) First story uses.

(a) A minimum of 50 percent of the building frontages along Kennedy Causeway, the Island Walk, Pirates Alley, and any side streets shall be habitable space to a minimum depth of 20 feet.

(b) A minimum of 50 percent of the building frontage along a view corridor shall be habitable space to a minimum depth of 20 feet.

(c) The habitable space required along Kennedy Causeway that is not otherwise occupied by the primary entrance shall contain commercial uses and civic space uses, and no residential uses, except building entrances, lobbies, and lounges. 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) Design for tenant flexibility.

i. 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. Designs shall anticipate potential commercial power and gas load needs.

iii. Buildings should provide generous clear space between interior columns for ground floor retail and activity spaces.

d. Parking and loading berth standards.

(1) Refer to Section 9.3.E, Design Standards for Off-Street Parking, and Section 9.3.G, Mechanical Parking.

(2) Shared parking shall be allowed in compliance with Section A.6.C, Shared Parking Standards Table.

(3) Loading berths shall be provided in compliance with Section A.6.D, Loading Berth Standard Table.

(4) Off-street bicycle parking standards.

(a) The required number of off-street bicycle parking spaces shall conform with Section A.7.A, Building Function (Uses) and Parking Standards Table.

(b) After the first 50 required bicycle spaces are provided, additional spaces may be reduced by one-half.

(c) Required bicycle parking shall meet the following standards:

i. Required bicycle parking shall be provided in a safe, accessible and convenient location.

ii. Bicycle parking facilities shared by more than one use are encouraged.

iii. Required bicycle parking facilities may be located within the project site or in a shared bicycle parking facility located within 500 feet of the primary entrance as measured from the property line .

iv. When required off-street vehicular parking is covered, the required bicycle parking shall also be covered.

v. When required bicycle parking is provided in racks, one standard U-rack will accommodate two bikes and each rack shall meet the following standards:

(i) The bicycle frame and one 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 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. When required bicycle parking is provided in lockers, the lockers shall be securely anchored.

vii. 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 feet wide behind all required bicycle parking to allow room for bicycle maneuvering.

(iii) The area devoted to bicycle parking shall be hard surfaced.

viii. 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 square foot in area and be posted at the primary entrance indicating the location of the bicycle parking.

e. Architectural standards.

(1) Permanent and temporary structures.

(a) Only permanent structures shall be allowed, unless specified otherwise in this Code.

(b) 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 Special Area Plan Permit.

i. *Island Walk:* Temporary structures such as kiosks, stands, and tents may be allowed within the Island Walk easement and the waterfront setback.

ii. *Pirates Alley:* Temporary structures such as shipping containers, food trucks, kiosks, stands, and tents may be allowed.

iii. Construction trailers shall be permitted while a construction site remains active under duly permitted work.

(2) Private frontages and facades.

(a) The sidewalk-level facades of all buildings shall be glazed with no less than 50 percent clear glass as measured between the finished floor and ceiling including the glass area of the front door.

(b) The facades of all sidewalk-level commercial spaces shall be detailed as shopfronts. Shopfronts shall conform to Section A.2.E, Shopfront Standards. Lobbies, civic and civil support uses, live-work units, and townhouses are not required to be detailed as shopfronts.

(c) Outdoor commercial uses.

i. Temporary exterior commercial uses and displays along the shopfront's adjacent sidewalks are encouraged and allowed by Special Area Plan Permit. All temporary displays shall maintain a minimum clear pedestrian walkway of five feet.

ii. For outdoor dining areas on sidewalks that are in the public right-of-way, see Section 8.15.H. Outdoor dining and sidewalk cafes in Supplemental Development Standards.

iii. Outdoor dining areas on sidewalk easements and the Island Walk easement are encouraged and allowed by right, 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 feet wide shall be provided.

(d) Galleries and arcades.

i. For the Gallery Frontage Type, see Section A.6.A.g., Frontage Type Table.

ii. For the Arcade Frontage Type, see Section A.6.A.h., Frontage Type Table.

iii. See also Section A.7.D, Section Detail Illustration.

iv. The height shall be the same as the height of the first story.

v. The columns shall be located a minimum of two feet from the property line.

vi. Columns shall be spaced as appropriate to complement the architecture of the building.

vii. A cornice or roof extension shall project one foot minimum and two feet maximum from the outer face of the gallery or arcade and shall not overhang the ROW.

viii. Gallery details:

(i) Galleries shall be made of materials that complement the architecture of the building.

(ii) Columns may be round with a maximum diameter of twelve inches.

(iii) The ceiling shall have decking when visible from the sidewalk and shall be metal, 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, metal cable, or glass.

ix. Arcade details:

(i) Arcades shall be made of materials that complement the architecture of the building.

(ii) Columns shall be no more than four feet wide and two and one-half feet deep.

f. *Sign standards.* See Section A.2.F.

g. Landscape and waterfront design standards.

(1) Landscape standards.

(a) Open space shall be a minimum of ten percent of the total lot area.

(b) Where a gallery or arcade is not provided, street trees shall be planted. The trees shall be planted two 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. The species shall be native or Florida-friendly. See Chapter 9, Division 4, Landscaping.

(2) Island Walk.

(a) *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. See also Section A.7.D, Section Detail Illustration

(b) *General requirements*.

i. Every waterfront property shall provide an 18-foot wide Island Walk easement within the 25-foot waterfront setback.

ii. The location of the easement shall be indicated on the site plan for the Special Area Plan Permit approval process and recorded with the Village.

iii. The Island Walk shall be open to the public from sunrise to sunset every day.

iv. Restaurants with outdoor dining, retail, kiosks for food and retail sales are all allowed and encouraged.

v. Access to docks for boats or overwater seating is allowed and encouraged.

vi. The surface shall be a maximum of eight inches below the sea wall cap.

(c) *Design standards for the Island Walk.* 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 Section A.7.D, Section Detail Illustration.

i. Safety zone. A minimum three-foot wide area adjacent to the sea wall that shall be paved and/or landscaped.

(i) Where railings, walls and/or other barriers are not provided along the water's edge, waterfront users should be warned when coming close to the water with a minimum three-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 three-quarters to one and one-half inches in diameter, set in concrete leaving a relief of one-quarter to one-half inches or similar aggregate pavers with ADA domes.

(iii) Planting beds shall be a minimum three feet wide with trees planted at grade providing shade to pedestrians. Trees shall be evenly spaced at approximately 20 to 25 feet on center. Low level plantings may be provided at the base of the trees or palms, not to exceed two 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-foot wide uniform exposed aggregate finish such as a river rock or other 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 20 to 25 feet on center.

(d) *Circulation zone.* A 12-foot wide minimum unobstructed, linear pedestrian walkway. The maximum width is 19 feet.

i. The circulation zone will typically be located immediately adjacent to the riparian right-of-way. However, it may meander within the 25-foot shoreline setback.

(i) Offsets in the alignment of the walkway are permitted.

(ii) The circulation zone shall align with previously completed portions of the Island Walk on adjacent parcels.

(iii) The passive zone shall follow the path of the circulation zone.

(iv) The safety zone shall follow the edge of the sea wall.

ii. Obstructions to movement (trees, bollards, lighting, etc.) within the circulation zone shall not reduce the clear width of the walkway to less than 12 feet at any point.

iii. The circulation zone shall be constructed of non-slip paving materials with high aesthetic appearance and structural qualities to support emergency vehicle access.

iv. The circulation zone shall feature a distinctive paving pattern throughout the length of the Island Walk. The pattern shall be approved by the Village Manager.

v. 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) *Passive zone.* A minimum three-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 feet each may be elevated up to 36 inches above the level of the promenade for plantings, seating, and enhanced bay views.

ii. Benches may 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) *Transition zone.* A maximum seven-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, except as required for outdoor dining, preferably by means of planters with hedges or other plant materials.

iii. The entire transition zone may be paved but it is not required to be. 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.

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.

(g) Exceptions.

i. The path of the Island Walk, it may be constructed over the water. The overwater version shall follow the same dimensions and include the same zones as described in the design standards for the Island Walk and shall be in addition to the minimum 18 foot width of the upland side of the seawall.

(h) Standards and guidelines for design elements.

i. Landscaping.

(i) Plant material shall be salt-tolerant and primarily native or Florida-friendly.

(ii) Royal Palms or shade trees shall be planted along the safety zone

(iii) Shade trees shall be planted within the passive and transition zones spaced approximately 20 to 25 feet on center.

(iv) 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) Raised planters, if used, shall be confined to the passive zone, and planter walls shall double as sitting walls, 18 to 24 inches in height.

ii. Lighting.

(i) Lighting at the water's edge shall be confined to bollards, which shall be 24 to 30 inches high and spaced approximately 20 to 25 feet on center.

(ii) Bollards shall be illuminated with 100 watt LED lamps with down illumination not extending beyond the sea wall line.

(iii) Overhead lighting shall be confined to the passive zone and consist of down lighting with lamps not over 14 feet high, 175-watt LED, and spaced approximately 40 to 50 feet on center.

(iv) Uplighting of landscaping shall not be allowed unless the light source is not visible to adjacent residential units.

(v) The color temperature of lamps shall be no more than 2,700K.

(vi) Colored lighting, shall not be used for primary lighting but may be used for signs and accent lighting.

(vii) Simple contemporary fixture design shall be used as opposed to highly stylized, vintage or period designs.

iii. Signage.

(i) All public access waterfront walks shall be marked with a standard Island Walk identification sign, to be specified by the Village.

(ii) All major public access points, including park walkways, roadways, dedicated crossblock passages and public plazas, shall be marked

with a standard Island Walk identification sign, to be specified by the Village.

(i) 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 A.2.E and signage standards in Section A.2.F.

(ii) Uniformly designed historic or environmental markers and descriptive plaques shall be placed in the passive zone.

(iii) Signage shall identify access points and adjacent activities (cafes, shops, etc.) for boaters.

(3) View corridors.

(a) 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. In the Sunbeam NBV various view corridors shall be provided and visual access will be secured by maintaining a minimum two story high clearance zone through the length of the view corridor.

(b) The width of view corridors in the aggregate shall equal 20 percent of the northern parcel frontage to be provided in various individual corridors each measuring a minimum width of 20 feet as indicated in the table and illustrations in Section A.7.C.

(c) View corridors shall be open at the ground level, of which 50 percent may be landscaped. All non-landscaped areas shall be paved with pervious pavers.

(d) The grade shall not rise more than four feet above the Island Walk.

(e) Landscaping shall be flush with the pavement except that 25 percent of the landscaped area may be in raised planters. The planters shall not be higher than 18 inches above grade and shall be designed to accommodate seating.

(f) To preserve views and foster safety, there shall be minimal vegetation and foliage between three and eight feet above the grade of the Island Walk. This restriction shall not be construed to limit tree trunks and palms.

(g) Curbs, if present, shall be flush.

(h) Vehicular traffic is allowed on no more than 50 percent of the area. Parking is not allowed. Standing vehicles shall not exceed 20 minutes. Turning movements associated with access to loading docks are allowed.

(i) 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.

(j) The ground floor of the building facing the view corridor shall contain habitable spaces that are at least 20 feet deep and shall conform to the architectural standards in Section A.3.A.2.e.

(4) Island Walk public access walkways.

(a) All waterfront properties in the Sunbeam NBV SAP shall provide and maintain a five-foot (minimum) wide public access connection walkway between the Island Walk and Kennedy Causeway.

(b) The Island Walk Access shall be located within the view corridor. Additional paseos or breezeways are encouraged.

(c) The path shall be ADA compliant.

(d) The Island Walk Access shall not be separated or distinguished from the view corridor.

(e) The Island Walk Access shall be open to the public during the hours that the Island Walk is open.

(f) The easement shall be indicated on the submittals for the Special Area Plan Permit approval process and recorded with the Village.

(5) *Waterfront sites.* For additional standards, see Chapter 9, Division 5, Design Standards for Coastal Sites.

h. Ambient standards.

(1) Noise regulations shall be as established in the Village Code of Ordinances.

(2) Average lighting levels measured at the building frontage shall not exceed 20 foot-candles.

(3) 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.

(4) The lighting fixtures of exposed rooftop parking shall be concealed by a parapet wall and shall not be seen from surrounding streets.

i. Tables and illustrations specific to zones.

(1) For south sector, refer to Section A.7.B.

(2) For north sector, refer to Section A.7.C.

(3) For Section Detail Illustration, refer to Section A.7.D.

(4) For design review criteria table, refer to Section A.7.I.

§ A.4 Definitions.

This Section provides definitions for terms in appendix A, Sunbeam NBV SAP, 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 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 Section, this Section shall take precedence.

A. *Definitions of building function (uses).* See Section A.7.A, Building Function (Uses) and Parking Requirements Table.

1. *Residential.* This category is intended to encompass land use functions predominantly of permanent housing.

Community residence. A "resident," for the purpose of a community residence, may include any persons as defined in the following statutes.

- A disabled adult or frail elder as defined in Section 429.65(8) and (9), Florida Statutes

- A physically disabled or handicapped person as defined in Section 760.22(7), Florida Statutes
- A developmentally disabled person as defined in Section 393.063(12), Florida Statutes
- A child as defined in Section 39.01(12), Florida Statutes

(a) 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

(b) A dwelling unit licensed to serve clients of the State Department of Children and Families, which provides a living environment for seven to 14 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

(c) 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, forno 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 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 multi-family 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 50 percent of the dwelling unit area.

Rowhouse. A rearyard 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. Synonym 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 200 square feet that includes sanitary facilities, and that may include a kitchenette.

Bed and breakfast. A group of lodging units not to exceed ten units that may provide services for dining, meeting, and recreation.

Inn. A group of lodging units not to exceed 25 units that may provide services for dining, meeting and recreation.

Hotel. A group of lodging units exceeding 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.

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 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 or more classes of the public, excluding any person under 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.

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.

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, but are 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 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; community rooms; 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.

Religious facility. A facility used for regular organized religious worship and related activities.

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 acres; shall be equipped to provide permanents seating for more than 4,000 patrons or provide more than 100,000 square feet of exhibition space, and shall provide off-street parking for more than 1,000 vehicles.

6. *Civil Support.* This category is intended to encompass land uses predominantly supportive of other urban uses and functions.

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.

Infrastructure and utilities. A facility or structure related to the provision of roads, pedestrian bridges, water and sewer lines, electrical, telephone and cable transmission, and all other utilities and communication systems necessary to the functioning of a community.

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.

Marina. A facility for storage, servicing, fueling, berthing, or securing of boats. The use does not include marine-related industrial activities.

Public parking. A parking facility available to the general public for parking motor vehicles, including parking lots or garages.

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.

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.

Childcare. A facility where six 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.

College/university. A facility for post-secondary education that grants associate, bachelor, master or doctoral degrees, and may include research functions or professional schools.

Elementary school. A facility offering instruction at the elementary school level.

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.

Middle/high school. A facility offering instruction at the middle or high school level.

Pre-school. A facility offering care and instruction of children who are pre-elementary school age.

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.

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-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).

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 months.

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.

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. Synonym backyard cottage, garage apartment, granny flat, ancillary apartment.

Accessory dwelling unit (ADU). See accessory dwelling unit, in Section A.4.A.1.

Accessory unit. See accessory dwelling unit.

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.

Albedo. The ratio of light reflected by a surface.

Allee. A regularly spaced and aligned row of trees usually planted along a street or pedestrian passage.

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.

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.

Arcade frontage. See Section A.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.

Architectural features. Prominent or significant parts or elements of a building or structure.

Architectural screening. A decorative architectural element which may be incorporated into or applied to a building's facade 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.

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.

Awning. A movable roof-like structure, cantilevered or otherwise entirely supported from a building, used to shade or screen windows or doors.

Awning sign. A sign painted on, printed on, or applied to an awning.

Backbuilding. A single-story structure with a maximum width of 12 feet connecting a primary building to an outbuilding.

Balcony. An unenclosed habitable structure cantilevered from a facade or building elevation.

Band sign. See wall sign.

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.

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.

Base flood. The 100-year flood, i.e., the flood that is estimated by FEMA to have a one percent 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.

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.

Basement. A story with its finished floor at least 5 feet below the elevation of the Front Yard and the Island Walk. It shall be excluded from FLR calculations.

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 50 percent glass.

Bed and breakfast. See Section A.4.A.2, Lodging Use.

Bicycle lane. A lane dedicated for bicycle use demarcated by striping or otherwise separated from vehicle lanes.

Bicycle rack space. Parking space for any two-wheel alternative mode of transportation including: Bicycle, scooter, motorcycle, Segway®, etc.

Bicycle route. A thoroughfare designated for shared use of bicycles and automobiles.

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.

Block. The aggregate of private lots, passages, rear lanes and alleys, the perimeter of which abuts thoroughfares.

Build-to line. A line established within a given lot indicating where the outer edge of a structure must be located.

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.

Building Code. The State of Florida Building Code.

Building configuration. The form of a building, based on its massing, private frontage, and height.

Building height. The vertical extent of a building measured in feet.

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.

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.

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.

Canopy sign. A sign that is part of, or attached to, a canopy.

Cap (in the context of sea walls). A box structure which ties together a seawall at the top.

Civic. Uses held in private or public ownership but functioning for community purposes such as religious, cultural, environmental, or educational uses. See Section A.4.A.5.

Civic building. A building designed specifically for a civic function.

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.

Clear window. The glass surface of a window that allows visual permeability without tinting or screening.

Civic Space. An area accessible by the general public, whether open air or conditioned space provided at grade, on an elevated plane, or at any level of a building or structure, improved and arranged generally for community purposes and specifically for Civic, Civil Support or Educational Uses, for purposes of compliance with requirements set forth in Section A.2.G.1.

Code. The NBV 100 Code. May also be referred to herein as this Code.

Commercial. See Section A.4.A.4.

Commercial rental sign. See real estate sign.

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 A.6.A, Frontage Types Table.

Community residence. See Section A.4.A.1, Residential Use.

Comprehensive Plan. The North Bay Village adopted Comprehensive Plan.

Configuration. The form of a building based on its massing, private frontage and height.

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.

Corner sign. A sign mounted perpendicularly from a building edge along two frontages positioned at an equal degree to both frontages.

Cross-block passage. See passage.

Crown of road. The elevation of the crown of road. Refer to the Department of Public Works.

Density. The number of dwelling units within a standard measure of land area, usually given as units per acre.

District. See form-based district.

Dock. See pier.

Dormitory. See Section A.4.A.1, Residential Use.

Dwelling unit. Residence of a single housekeeping unit.

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.

Eave. The edge of the roof that meets or overhangs the walls of a building.

Ecotone. A region of transition between two biological communities.

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.

Elevation, building. An exterior wall of a building not along a frontage line. See facade.

Elevation, floor. Height of floor level.

Electronic message center (EMC) sign. A sign, or portion thereof, that consists of electronically changeable alphanumeric text.

Encroachment. Building element permissible within required setback.

Enfront. To place an element along a frontage, as in "arcades enfront the street."

Entrance, primary. The main point of access for pedestrians into a building. It shall remain open and unobstructed during regular business open.

Entry height. The maximum or minimum 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.

Estate sale sign. A temporary sign advertising a home sale of household goods.

Exception. A permit for a deviation from the uses allowed by this Code requiring a public hearing. See Chapter 4, Section 4.4.

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.

Fence. A permeable metal or wooden wall, independent of a building, located along a frontage line.

FEMA. Federal Emergency Management Agency.

Finished grade. The final elevation of the average ground level adjoining a building at all exterior walls after development.

Finished floor level. The top of the structural floor members of the habitable spaces. See also Section A.3.A.2.

Flood insurance rate map (FIRM). Provides information on flood risk including flood zones and BFE.

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."

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.

Floorplate. The total indoor and outdoor floor area of any given story of a building measured to the exterior of the wall or balcony.

Floor. See story.

Floor area. 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.

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 maximum FLR may exceed the actual capacity that a site can sustain when other regulations of the Code are applied to the site.

Food service establishment. See Section A.4.A.4, Commercial Use.

For sale sign. See real estate sign.

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 A.6.A, Frontage Types Table.

Form-based code. A 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.

Form-based district. An area composed of transect zones.

Freeboard. Minimum required additional height above the BFE that constitutes a factor of safety required by FEMA, typically at least one foot in A zones and five feet in V zones. (See also Chapter 10, Section 10.2.)

Frontage. The area between a building facade and the vehicular lanes of a thoroughfare or the pavement of a pedestrian passage.

Frontage, building. Synonym for facade.

Frontage, pedestrian. That frontage facing the public space that defines the primary, dedicated, and accessible pathway that runs parallel to the street.

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.).

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.

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.

Frontage, retail. Frontage that intended for retail use.

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.).

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.

Function. The land use allowed on property according to this Code.

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.

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 A.6.A, Frontage Types Table. Compare to arcade.

Gallery frontage. See Section A.6.A, Frontage Types Table.

Green space. An open space outdoors, at grade, unroofed, landscaped and free of impervious surfaces.

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.

Ground floor. Synonym for first story.

Ground sign. A freestanding single or double-faced sign that is placed on or anchored in the ground.

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.

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.

Hanging sign. A single or double-sided sign suspended from the underside of a canopy, awning, or structure contained wholly underneath the overhead structure.

Height. See building height.

Home office. See Section A.4.A.1, Residential Use.

Hotel. See Section A.4.A.2, Lodging Use.

Inn. See Section A.4.A.2, Lodging Use.

Intensity. The magnitude of development measured by floor lot ratio permitted in the restricted, limited and open categories of a transect zone.

Island Walk. The public shoreline walkway in North Bay Village, formerly known as the Baywalk.

Kiosk. A 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.

Kitchen. A room or area inside a building fully equipped with all the standard cooking appliances including: A sink, stovetop, oven, and refrigerator.

Kitchenette. A room or area inside a building partially equipped with standard cooking appliances, including: A sink, stovetop, and refrigerator, but excluding an oven.

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 A.6.B, Definitions Illustrated Table.

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 A.6.B, Definitions Illustrated Table.

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 A.6.B, Definitions Illustrated Table.

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 A.6.B, Definitions Illustrated Table.

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.

Level. Synonym for story.

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.

Livability. See Section A.1.B.2.a.

Live-work. See Section A.4.A.1, Residential Uses.

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.

Living shoreline. A protected and stabilized shoreline that is made of natural materials such as plants, sand, or rock.

Living wall. See green wall.

Loading berth. See loading space.

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.

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.

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; see Net Lot Area.

Lot, corner. A lot or parcel of land abutting two or more thoroughfares at their Intersection , or two parts of the same thoroughfare forming an interior angle of less than 135 degrees.

Lot coverage. The area of the lot occupied by all buildings, excluding structures such as decks, pools, and trellises.

Lot, interior. A lot abutting only one thoroughfare.

Lot line. The boundary that legally and geometrically demarcates a lot.

Lot width. The length of the narrowest dimension frontage line of a lot.

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.

Marquee sign. A sign attached to a marquee.

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.

Mezzanine. An intermediate, partial floor that projects between main floors of a building and it is counted among the overall floors of a building.

Mean sea level (MSL). Average sea level, commonly referred to as sea level.

Micro unit. A small studio apartment, less than 400 square feet with a fully functioning and accessibility compliant kitchen and bathroom.

Multi-family housing. See Section A.4.A.1, Residential Use.

Mixed-use. Multiple functions within the same building or within the same area through superimposition or adjacency.

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.

NBV100. Master Plan for North Bay Village.

Net Lot Area. The area within the lot property lines, excluding any portions of street rights-of-way or other required dedications; see Lot Area.

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.

Open house/model home sign. See real estate sign.

Open space. Any parcel or area of land or water essentially unimproved by permanent buildings and mostly 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. Open space may also be provided at elevated levels of structures and shall provide prominent access to the general public during hours of operation.

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.

Parking area. Any area designed and used for parking motor vehicles including parking lots and garages, driveways, garages serving residential uses, and thoroughfares.

Parking garage or *parking structure.* A structure containing vehicular parking, including mechanical parking systems.

Parking, off-site. Spaces provided for vehicles and located outside of the boundaries of the lots to be served.

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.

Parking, shared. The policy wherein day/night and weekday/weekend schedules allow the parking to be shared by more than one use or building.

Parking, tandem. The placement of vehicles one behind the other as opposed to side by side.

Paseo. See passage.

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.

Pedestal. In T6 zones, that portion of a building up to and including the seventh story or 100 feet. Also known as podium.

Pedestrian passage. See passage.

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.

Pier. A platform extending from shore over water used to secure and protect vessels or allow pedestrian access to extend over water.

Planter. The element of the public streetscape which accommodates street trees. Planters may be continuous or individual and separated.

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.

Plaza. An open space or frontage type 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.

Political sign. A sign advertising a candidate, political party, or position in connection with a local, state, or national election.

Porch. An open-air room appended to a building, with floor and roof but no walls on the sides facing frontages.

Porch and fence frontage. See Section A.6.A, Frontage Types Table.

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.

Primary dwelling unit. See single-family residence.

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.)

Principal. Synonym for primary.

Projecting sign. A building-mounted, double-sided sign which is mounted perpendicular to a building's facade.

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.

Property line. Demarcation of private property ownership.

Prosperity. See Section A.1.B.2.c.

Public parking. See Section A.4.A.6., Civil Support Use.

PZB. The Planning and Zoning Board of North Bay Village.

Real estate sign. A sign depicting sale or lease of a property on the premises of the property being advertised.

Recreational watercraft. A vessel or craft designed and licensed to move across or through water, designed and outfitted exclusively for recreational use.

Regulating Plan. The Form-Based Districts Regulating Plan of North Bay Village. See Section A.1.D, Form-Based District Regulating Plan and Appendix A.

Rental. See real estate sign.

Residential use. See Section A.4.A.1.

Residential construction sign. See construction sign.

Resiliency. The capacity of a community, business, or natural environment to prevent, withstand, respond to, and recover from a disruption.

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.

Retail frontage line. Frontage lines designated on a special area plan that require the ground level to be available for retail use.

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.

Rip rap. Loose stone used to form a foundation for a breakwater or other structure.

ROW. Right-of-way.

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.

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.

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.

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.

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.

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.

SF. Square foot.

Shared parking standards. An accounting for parking spaces that are available to more than one function.

Shared use path. A form of infrastructure that supports multiple recreation and transportation opportunities. Users but are not limited to: Bicyclists, in-line skaters, wheelchair users, and pedestrians.

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 A.2.E, Shopfront Standards.

Shopfront frontage. See Section A.6.A, Frontage Types Table.

Sidewalk. The paved layer of the public frontage dedicated exclusively to pedestrian activity.

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.

Sign band. A horizontal component of a shopfront to accommodate band signs located above transom and shopfront windows and below the transition band.

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.

Sign copy. Any letter, numeral, figure, symbol, logo, or graphic element displaying the content or message of a sign.

Special Area Plan Permit. The permit process for the implementation of phases within the Sunbeam NBV SAP district granted administratively. See Section A.1.H.

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).

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.

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.

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 stair.

Stoop frontage. See Section A.6.A, Frontage Types Table.

Storefront. Synonym for shopfront.

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.

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.).

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 percent opaque; or a dense hedge.

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.

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.

Sub-Urban Zone or *T3 Zone.* See transect zone (T-Zone). (Reserved)

Terrace. An elevated, uncovered patio along the front of a building, larger than a stoop or stair landing.

Terrace frontage. See Section A.6.A, Frontage Types Table.

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.

Tower. In T6 Zones that portion of a building that extends above the pedestal.

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.

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.

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 (R), Limited (L), and Open (O).

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.

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.

Two-family residence. See Section A.4.A.1, Residential Use.

Type. A category determined by function, disposition, and configuration, including size or extent, such as thoroughfare types, civic space types, etc.

Understory. The uninhabited ground level of a building designed to allow flood waters to pass through.

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.

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.

Verge. The green space between the sidewalk and the curb in the public right-of-way.

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.

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.

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 classes. Minor: Under 16 feet in length; major: 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.

Vestibule. A passage, hall, or room between the outer door and the interior of a building.

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 within a clearance of two stories. Landscaping must not completely obstruct the view.

Village. North Bay Village.

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.

Village Code. The Code of Ordinances of North Bay Village.

Waiver. Permits for a minor deviation from the Code, other than for use, granted administratively. See Section 15.1.H.

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.

Warning/instructional sign. An on-premises sign regulating the use of the premises, such as a "no trespassing," "no-hunting," or "no soliciting" sign.

Warrant. A minor use exception granted administratively. See Section 15.1.H.

Wayfinding sign. A sign or series of signs directing from point to point or confirming progress along a route to a destination.

Window sign. A sign that is applied, painted, or affixed to a window, or placed inside a window, within three 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.

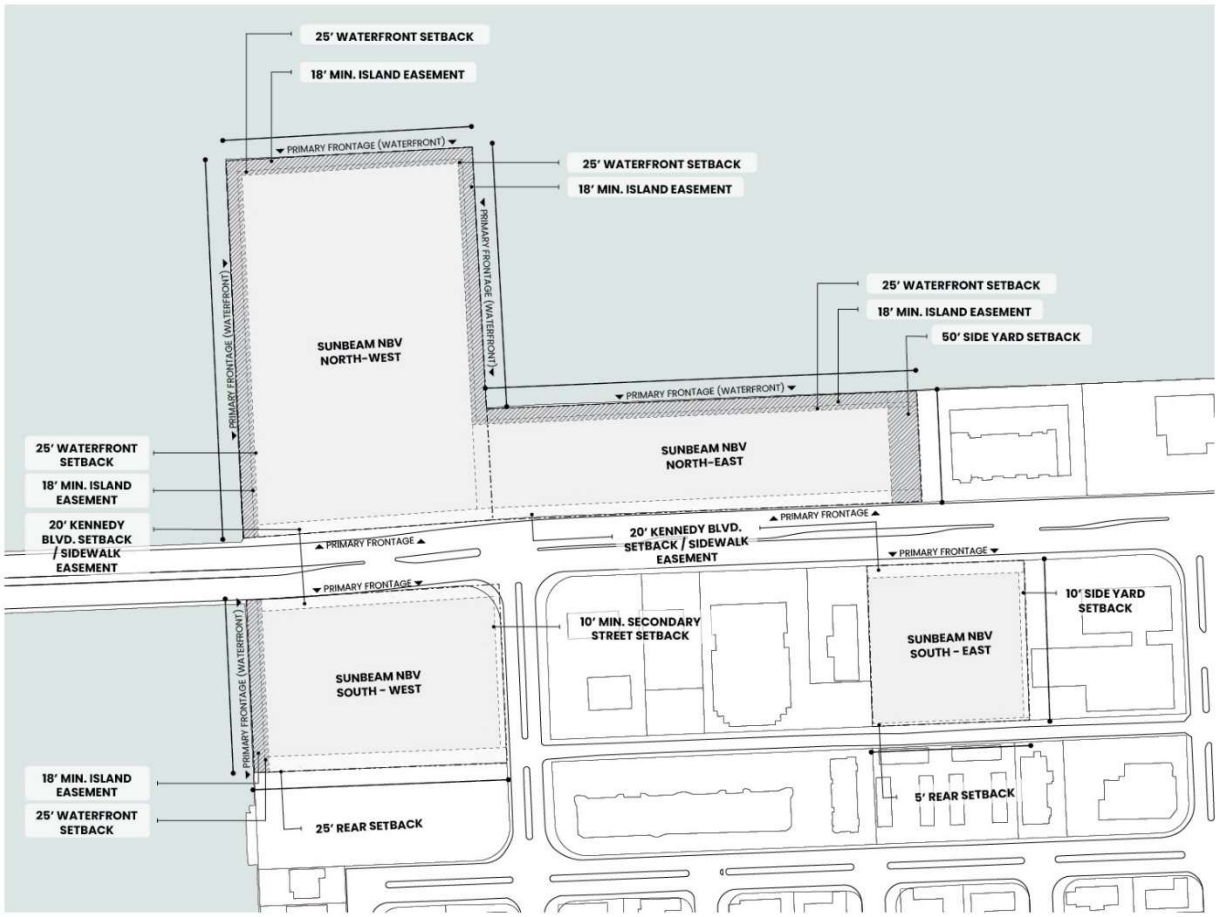
Work-live. A mixed-use unit that contains a commercial, office, or light industrial component. The work component exceeds 50 percent of the dwelling unit area.

Yard sale sign. See garage sale sign.

Yard sign. A freestanding sign placed along a property frontage.

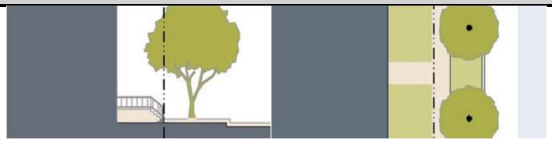
§ A.5 Form-Based Districts Regulating Plan.

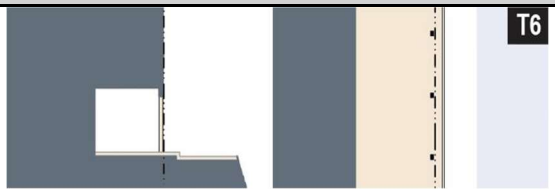
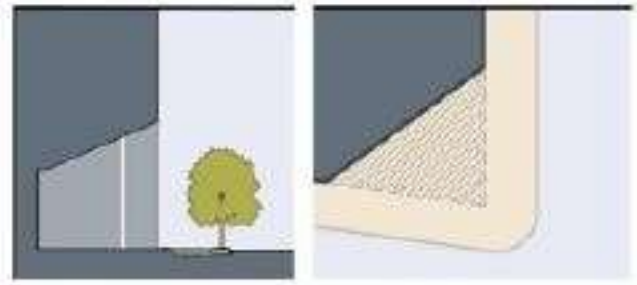
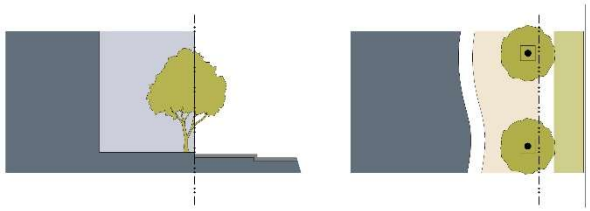
The official Sunbeam NBV SAP Form-Based District Regulating Plan (a.k.a., Sunbeam Regulating Plan) is maintained in the Office of the Village Clerk. Refer to Section A.1 for General Provisions. The Sunbeam NBV SAP form-based district indicated on the Sunbeam Regulating Plan supersedes zoning districts and overlay districts on the North Bay Village Zoning Map.



2. Sunbeam NBV SAP Site Plan

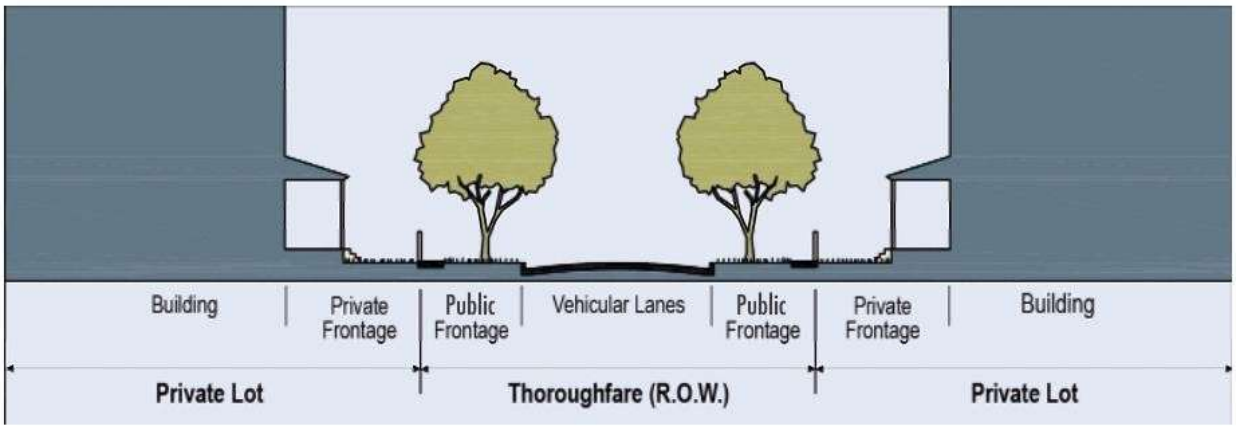
§ A.6.A Frontage Types Table

	SECTION / PLAN
	SECTION: LOT PRIVATE ► Frontage | R.O.W. ◄ PUBLIC Frontage PLAN: 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.	
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.	
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.	
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.	
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.	
g. Gallery.	

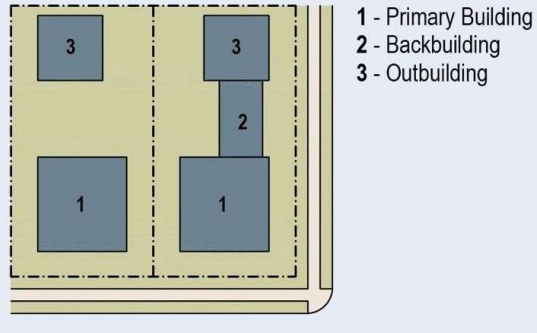
A frontage wherein the facade is aligned at the frontage line with an attached lightweight colonnade overlapping a sidewalk. This type is conventional for retail use. The gallery shall be no less than 20 feet wide and shall overlap the whole width of the Kennedy Cswy. setback up to the property line.	
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.	
i. Cantilever.	
A Frontage where a portion of the Façade cantilevers beyond the first floor building line including but not limited to an improved public or private outdoor area covered by a structure and open to a Thoroughfare on a minimum of one (1) side. The area below a Cantilever may be an extension of a Civic Space Type or Open Space and may project beyond the Frontage Line.	
j. Plaza.	
A frontage where the facade is setback from the frontage line and the area between the façade and the frontage line is Open Space or Civic Space. Plazas may be landscaped or hardscaped.	

§ A.6.B Definitions Illustrated Table.

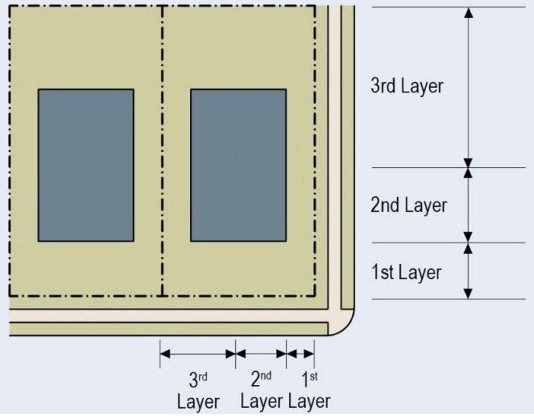
a. Thoroughfare and Frontages.



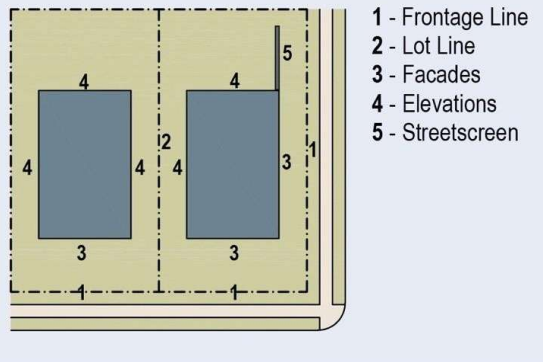
b. Building Disposition



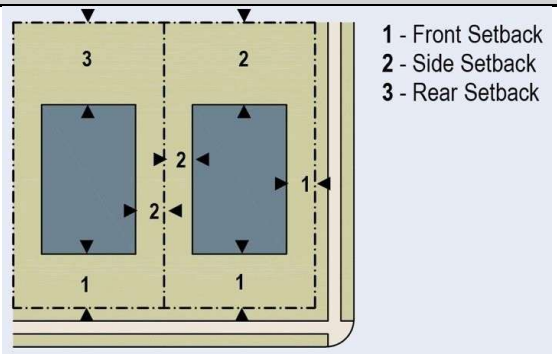
c. Lot Layers.



d. Frontage & Lot Lines.

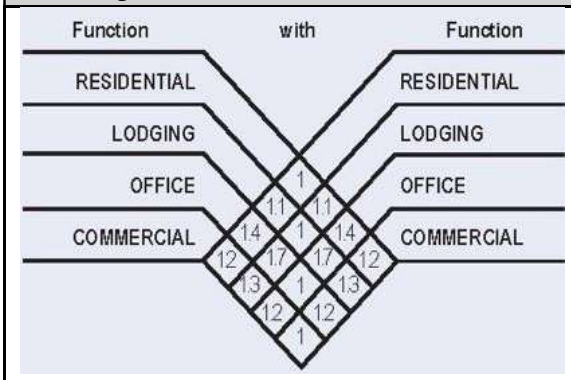


e. Setback Designations.



§ A.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 A.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.

At such time as public transportation such as train, light rail or ferry but not including bus service, is provided, parking requirements may be reduced by thirty (30%) percent pursuant to Section A.7.A.a.

§ A.6.D Loading Berth Standards Table.

USE			NOTES
a. Residential[1]	**From 25,000 sf to 500,000 sf**		**Berth Types** Residential: 240 sf = 10 ft x 20 ft (12 ft high) Commercial: 420 sf = 12 ft x 35 ft (15 ft high) Industrial: 660 sf = 12 ft x 55 ft (15 ft high) [1] Residential loading berths shall be set back a distance equal to their length.
	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	

<table>
<tr><td rowspan="8">c. Office,

Commercial,[2]
Industrial[3]</td><td colspan="3">From 25,000 sf to 500,000 sf</td><td rowspan="8">[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.</td></tr>
<tr><td>Berth Size</td><td>Loading Berths</td><td>Area</td></tr>
<tr><td>420 sf</td><td>1st</td><td>25K sf—50K sf</td></tr>
<tr><td>420 sf</td><td>2nd</td><td>50K sf—100K sf</td></tr>
<tr><td>420 sf</td><td>3rd</td><td>100K sf—250K sf</td></tr>
<tr><td>420 sf</td><td>4th</td><td>250K sf—500K sf</td></tr>
<tr><td colspan="3">Greater than 500,000 sf</td></tr>
<tr><td>Berth Size</td><td>Loading Berths</td><td>Area</td></tr>
<tr><td>660 sf</td><td>1 per</td><td>500K sf</td></tr>
</table>

KEY:
sf = square feet
K = 1,000

§ A.6.E Sign Restrictions Table.

Sign Type*	Period	Number of Signs (Max.)	Sign Area (Max.)	Copy Height (Max.)
a. A-Frame	B	1 per tenant	9 sf. each side	n/a
b. Awning	O	1 sloping plane, plus 1 valence per awning	75% of sloping plane; 75% area of awning valence	16 in. on sloping plane; 8 in. on valence
c. Band Sign (Syn. Wall sign)	O	1 per frontage	3 sf. per linear ft.	16 in. on sloping plane; 8 in. on valence
d. Banner	T	1 per event	Per NBV	Per NBV

e. Canopy	P	1 per canopy	2 sf. per linear foot of shopfront	Copy height (max.)
f. Commercial Construction	T	1 per construction site	32 ft.	n/a
g. Corner	P	1 per building	40 sf.	16 in. on sloping plane; 8 in. on valence
h. For Sale	T	1 per lot	3 sf. each side, 60 in. above grade	Per NBV
i. Ground	P	1 per frontage	36 sf. each side	Copy height (max.)
j. Hanging	P	1 per tenant	6 sf. each side	n/a
k. Marquee	P	1 per entry	n/a	16 in. on sloping plane; 8 in. on valence
l. Mural**	P	1 per frontage	n/a	per NBV
m. Projecting	P	1 per tenant	6 sf. each side	Copy height (max.)
n. Open House Estate Sale Model Home	T	1 per lot	3 sf. each side, 30 in. above grade	n/a
o. Window	O	1 per window	25% of glazed area	Per NBV
p. Yard	T	1 per 50 feet of frontage	6 sf. each side	Copy height (max.)

KEY:

P—Permanent; signs do not require removal.

O—Occupancy; signs must be removed within seven days of the end of tenant occupancy. B—

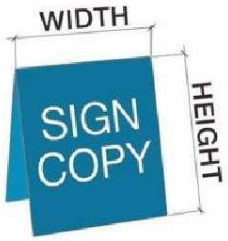
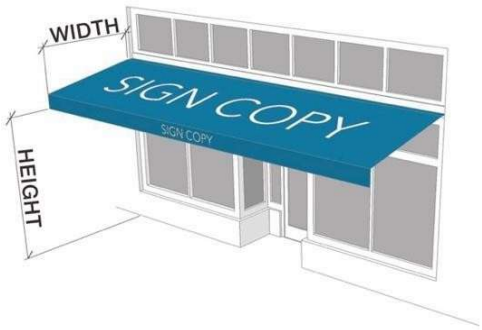
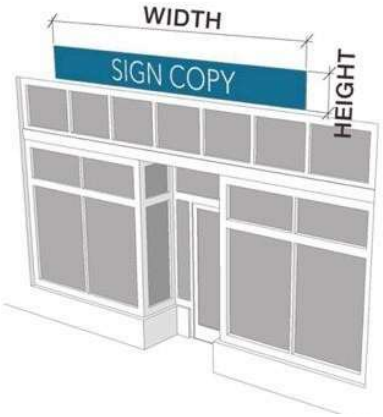
Business; signs must be removed when the business is closed.

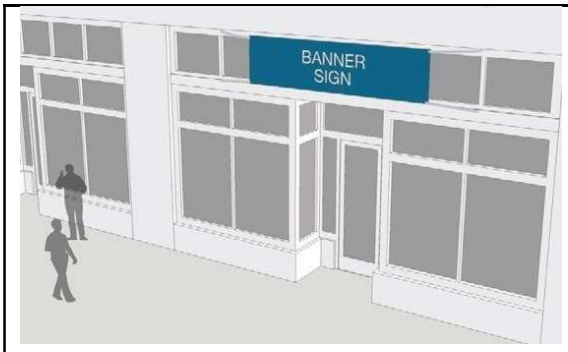
T—Temporary; signs must be removed within the time period specified by sign type. Per NBV—Parameter to be determined admiratively. See also Section 11.7.

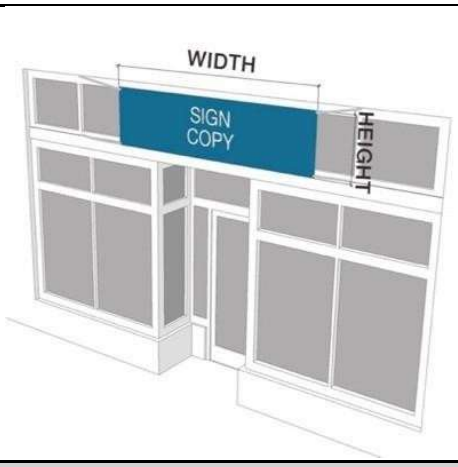
* Note: See Section A.4.B, Definitions of Terms, and Section A.6.F, Sign Types Illustrated Table.

** Murals—In keeping with the character of the Village, it is suggested that murals be limited to themes depicting nature or the natural environment.

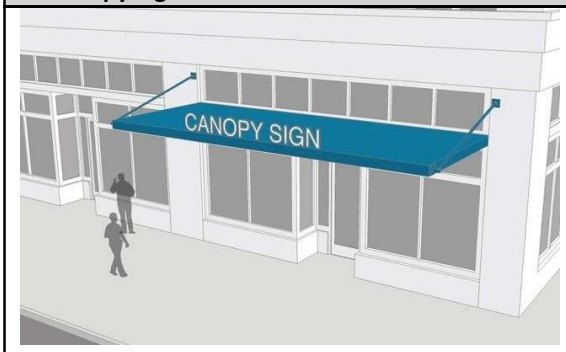
§ A.6.F Sign Types Illustrated Table.

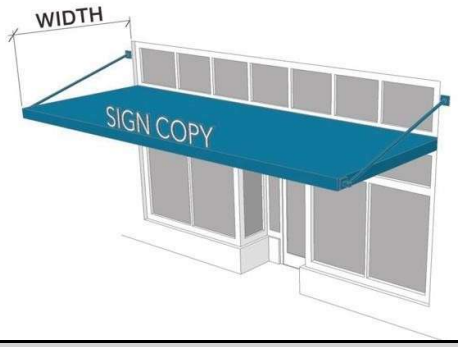
a. A-Frame Sign.	
	
b. Awning Sign.	
	
c. Band Sign (Syn. Wall Sign).	
	
d. Banner Sign.	





e. Canopy Sign.





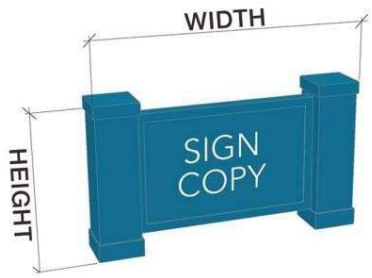
f. Corner Sign.





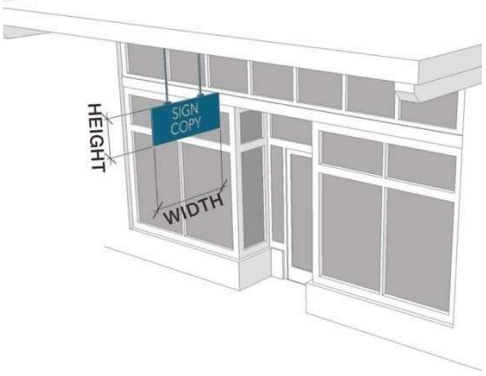
g. Ground Sign.





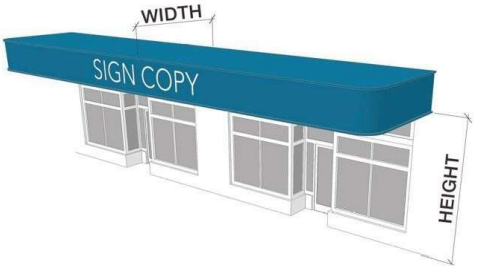
h. Hanging Sign.





i. Marquee Sign.



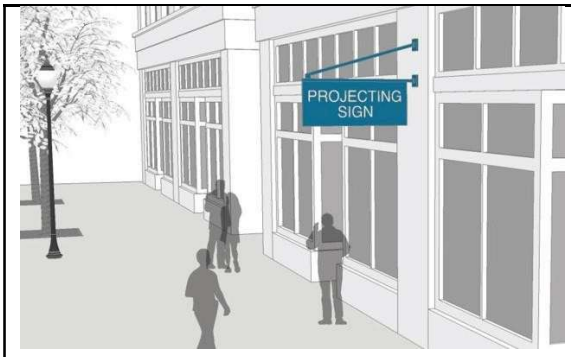


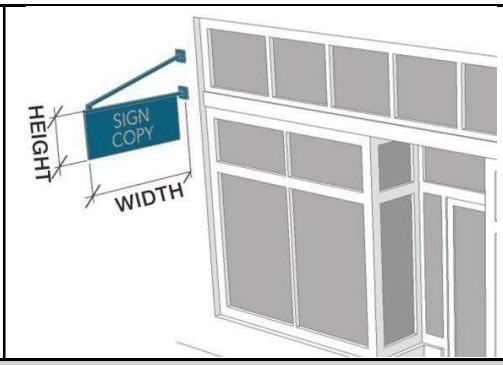
j. Mural Sign.





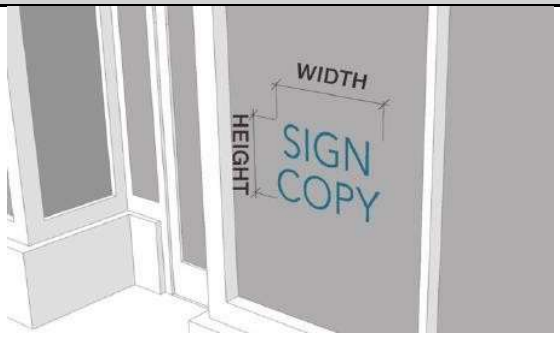
k. Projecting Sign.



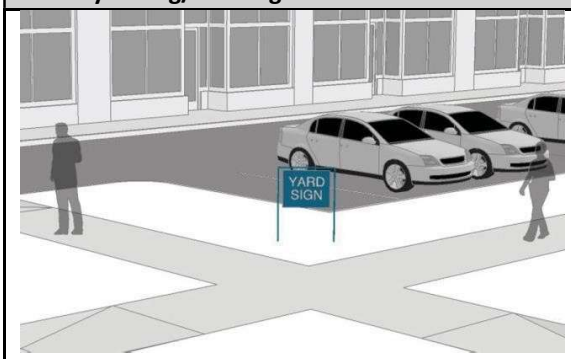


l. Window Sign.





m. Wayfinding/Yard Sign.





§ A.7.A Building Function (Uses) and Parking Requirements Table.

USE		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, Section A.6.C and Section A.6.D. • Parking ratio may be reduced by 30 percent due to proximity to a transit corridor after review and approval by Village Commission. • Loading Berth Standards - See Section A.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 0.75 parking spaces per dwelling unit less than 400 SF with Commission approval. • Minimum of one additional visitor parking space for every ten dwelling units. • Live-work - Work component shall provide parking as required by the non-residential use
Community Residence		
Accessory Dwelling Unit (ADU)		
Two-Family Residence		
Multi-Family Housing	R	
Dormitory	R	
Home Office	R	
Live-Work	R	

		in addition to parking required for the dwelling unit. • Adult Family-Care Homes - Minimum one space per staff member and one space per four residents. • Community Residence - Minimum of one parking space per staff member in addition to the parking required 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 one parking space for every two lodging units. • Minimum of one 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 three parking spaces for every 1,000 square feet of office use.
e. Commercial.		
Auto-Related Establishment	R	Commercial uses are limited by compliance with: • A maximum area of 55,000 square feet per establishment. • Minimum of three parking spaces for every 1,000 square feet of commercial use, except for self-storage facilities, minimum one parking space for every 10,000 square feet. • Excluding repair services * Refer to Chapter 12, Adult Entertainment
Entertainment Establishment	R	
Entertainment Estab. Adult*	W	
Food Service Establishment	R	
Alcohol Beverage Service	R	
General Commercial	R	
Marine-Related Establishment	R	
Open Air Retail	R	
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. Civic.		
Community Facility	R	Civic uses are limited by compliance with:
Recreational Facility	R	

Religious Facility	R	• Minimum of one parking space for every five seats of assembly uses. • Minimum of one parking space for every 1,000 square feet of exhibition or recreation area, and parking spaces for other uses as required.
Regional Activity Complex	E	
h. Civil Support.		
Community Support Facility	R	Civil Support Uses are limited by compliance with: • Minimum of one parking space for every 1,000 square feet of civil support use. • Minimum of one parking space for every five seats of assembly use. • Minimum of one parking space for every five slips of marine use. • Adult Daycare - Minimum of one space per staff member.
Infrastructure and Utilities	E	
Major Facility	E	
Marina	R	
Public Parking	R	
Rescue Mission		
Transit Facilities	E	
i. Educational.		
Childcare	R	Educational uses are limited by compliance with: • Minimum of two parking spaces for every 1,000 square feet of educational use. • Childcare Facilities - Minimum of one space per staff member.
College/University	R	
Elementary School	R	
Learning Center	R	
Middle/High School	R	
Pre-School	R	
Research Facility	R	
Special Training/Vocational	R	

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.

(Ord. No. 2021-004 , § 2(Exh. A), 2-9-21)

§ A.7.A.1 Summary Table General to Sunbeam NBV SAP - Density Intensity

SUNBEAM NBV SUMMARY TABLE		
General	Required	Provided
Density	150 Dwelling Units per Acre (DU/A)*	150 (D/UA)*
Intensity		
Floor Lot Ratio	13 max.	13 max.
Open Space Requirement	15% Lot Area min.	84,289 sq.ft. min.

Civic Space	7.5% Lot Area min.	42,145 sq.ft. min.
Lot Area	87,120 sq. ft. SAP min.	562,446 sq.ft.

**** Pursuant to ~~Density with Bonus (2) Program~~, and subject to the terms included in the approved Sunbeam NBV SAP Development Agreement***

Civic Space – Subject to the terms of the approved Sunbeam NBV SAP Development Agreement

A.7.B Summary Table and Illustrations—Sunbeam NBV SAP South.

SUNBEAM NBV SAP SOUTH SUMMARY TABLE				
1. *Building disposition.*			**West**	**East**
i. *Lot occupation.*			Provided	Provided
a. Lot Coverage	90% max.		2.45 Ac. max.	1.5 Ac. max.
b. Lot Width	100 ft. min.		418 ft.	265 ft.
c. Reserved.	Reserved.		- _	- _
d. Reserved.	Reserved.		- _	- _
e. Frontage at Front Setback	50% min.		209 ft.	130 ft.
f. Reserved.	Reserved.		- _	- _
g. Reserved.	Reserved.		- _	- _
h. Reserved.	Reserved.		- _	- _
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]		25 ft. min.	5 ft. min.
f. Rear Stepback 1	50 ft. min. from prop. line above Pedestal at 7 stories or 100 ft.			
g. Rear Stepback 2	100 ft. min. from prop. line above 20th story or 240 ft.			
2. *Building configuration.*				
i. Frontage.				
a. Common Lawn	Prohibited			
b. Porch and Fence	Prohibited			
c. Terrace	Allowed			
d. Forecourt	Allowed[2]			
e. Stoop	Allowed[3]			
f. Shopfront	Allowed			
g. Gallery	Allowed			
h. Arcade	Prohibited			
i. Cantilever	Allowed			
j. Plaza	Allowed			
ii. Building *height.*	Required	West		East
a. Min. Building Height	2 stories	2 stories		
b. Max. Pedestal Height	7 stories or 100 feet	7 stories or 100 feet		

c. Max. Building Height	See Drawing AS-1.10	450 ft. max.	240 ft. max.

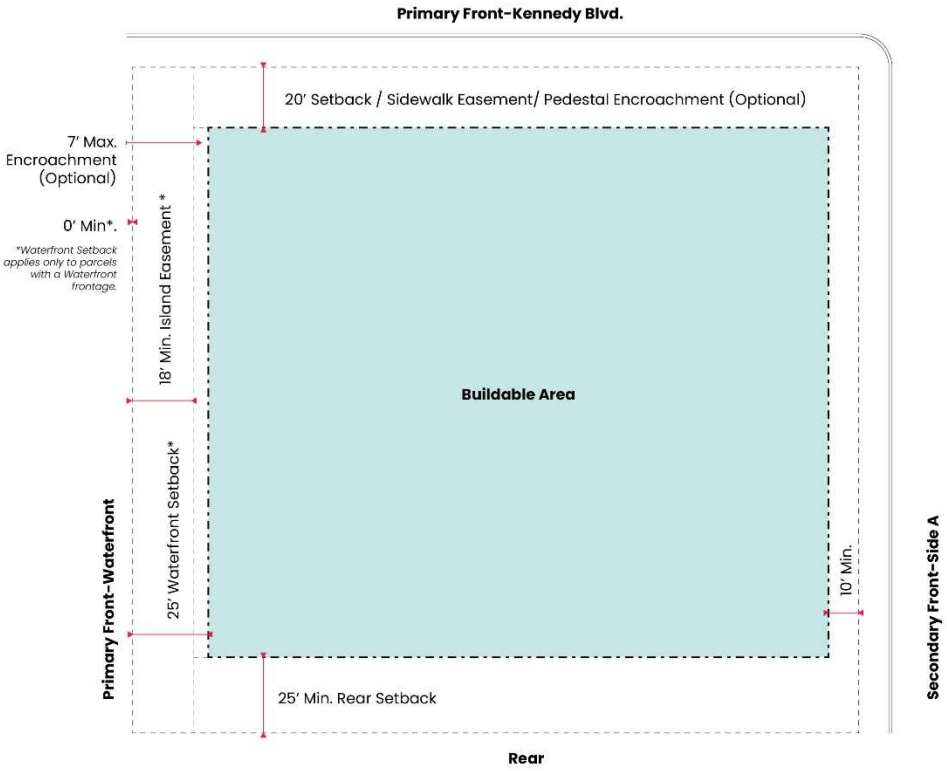
1 Rear setback shall be 15 ft. min. when not abutting an alley and shall be 50 ft. min. above the fifth story when the rear lot line abuts a lower transect zone or RS-1, RS-2 or RM-40 residential zoning district.

2 Forecourts shall be pedestrian only.

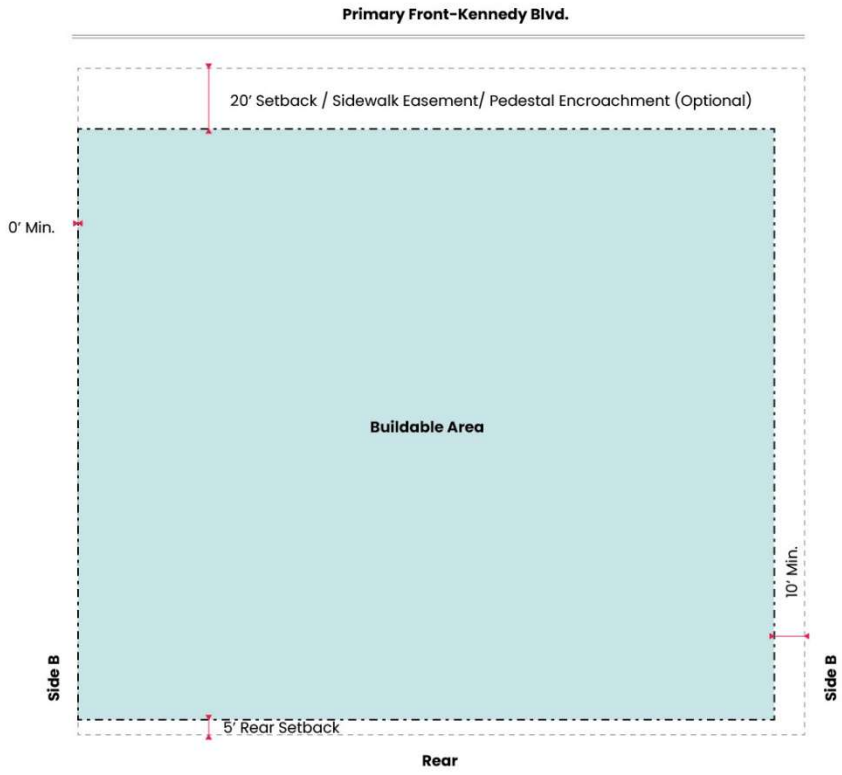
3 Not allowed facing Kennedy Causeway.

† Note: Development approvals – The Sunbeam NBV SAP shall be valid for thirty years following final approval by the Village Commission, unless otherwise stipulated in the Development Agreement. Individual SAP Permit approvals shall be valid for two years in accordance with these regulations. Extensions and tolling to eligible permits can be granted pursuant to Florida Statutes, based on timely notice by the applicant. Site plans associated with an SAP permit may be granted no more than two 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.

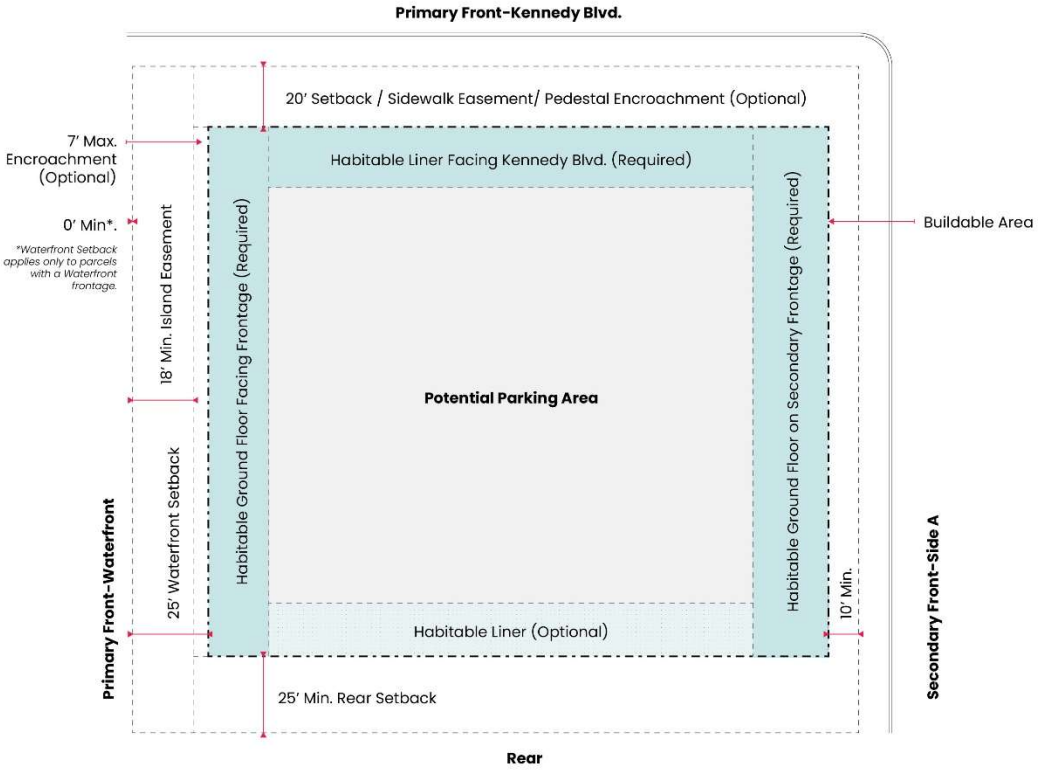
3. *a. Building Placement Illustration—**Sunbeam NBV SAP South-West.***



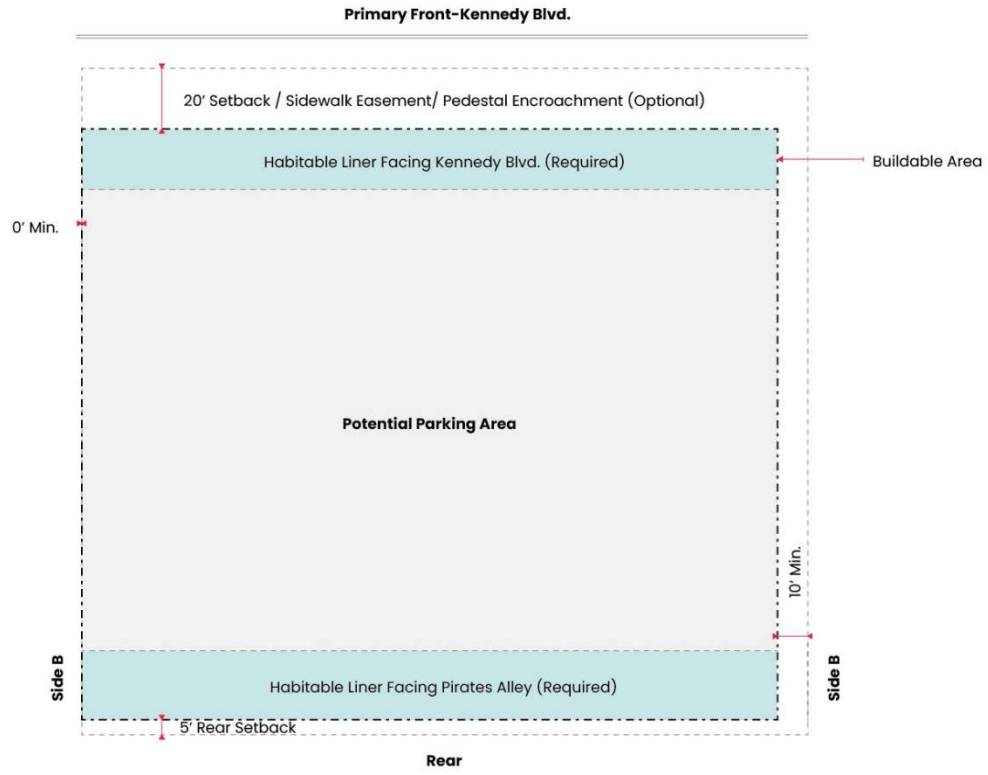
3*. b. Building Placement Illustration—**Sunbeam NBV SAP South-East***



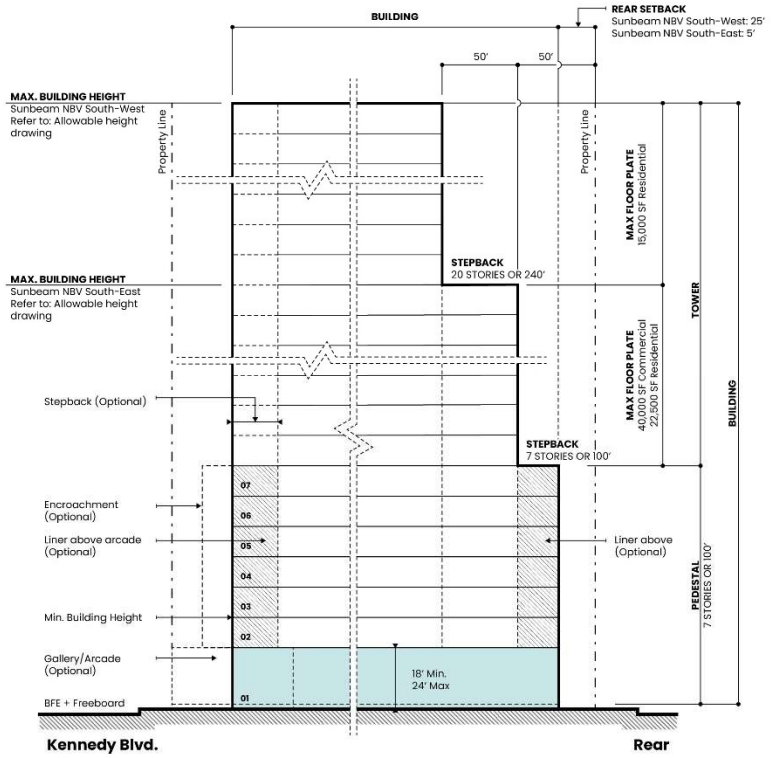
4. *a. Parking Placement Illustration—* ***Sunbeam NBV SAP South-West***



4. b. Parking Placement Illustration— Sunbeam NBV SAP South-East


Primary Front-Kennedy Blvd.
20' Setback / Sidewalk Easement/ Pedestal Encroachment (Optional)
Habitable Liner Facing Kennedy Blvd. (Required)
Buildable Area
0' Min.
Potential Parking Area
10' Min.
Side B
Habitable Liner Facing Pirates Alley (Required)
Side B
5' Rear Setback
Rear

5. *Building Height Illustration—* ***Sunbeam NBV SAP South***



§ A.7.C Summary Table and Illustrations— Sunbeam NBV SAP North.

SUNBEAM NBV SAP NORTH SUMMARY TABLE		
1. ***Building disposition.***		
i. ***Lot*** **occupation.**	**Required**	**Provided**
a. Lot Coverage	75% max.	6.39 Ac. max.
b. Lot Width	100 ft. min.	1,123 ft
c. Reserved.	Reserved.	-
d. Reserved.	Reserved.	-
e. Frontage at Front Setback	50 % min.	561.5 ft
f. Reserved.	Reserved.	-
g. Reserved.	Reserved.	-
h. Reserved.	Reserved.	-
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. aggregate, 225 feet minimum width - See Site Plan Drawing AS-1.08	

d. Side East	25 ft. min.

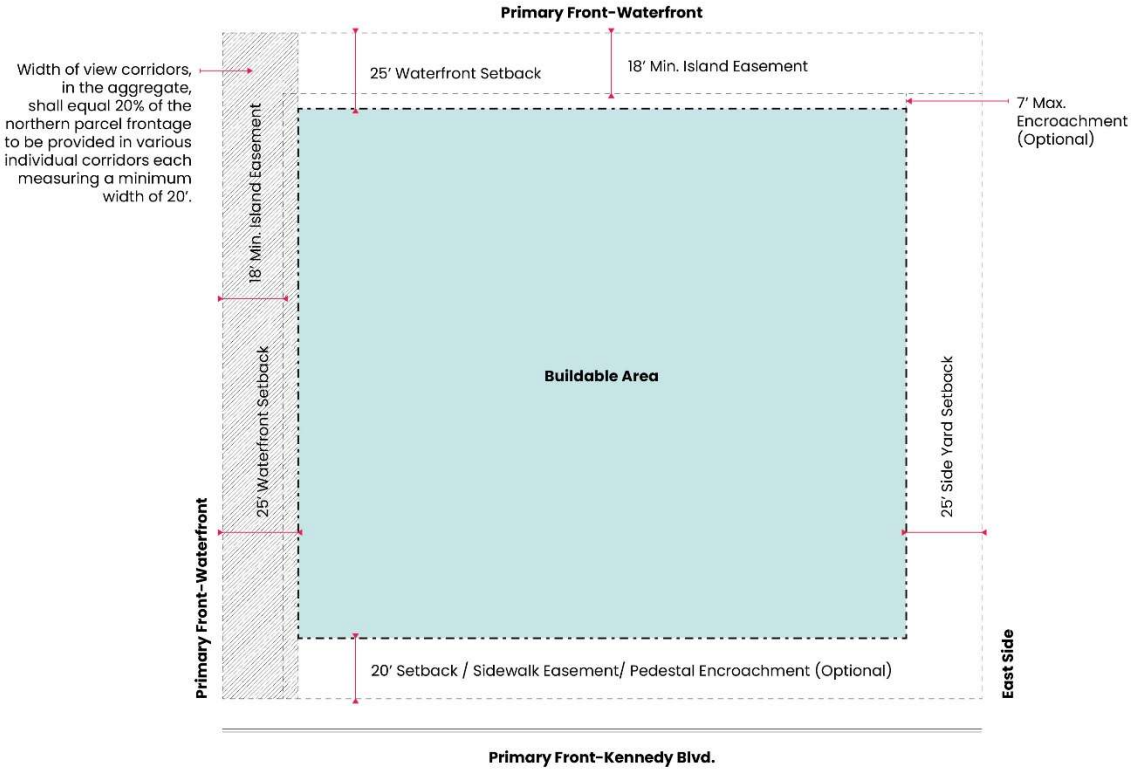
e. Stepback (Kennedy Causeway and Side Yards; Optional Stepback in Waterfront Yard) - see Building Height Illustration	0 ft. min. above the Pedestal	
f. Stepback (East) - see Allowable Height Illustration	100 ft. min.	
2. *Building configuration.*		
i. Frontage *(Kennedy Causeway).*		
a. Common Lawn	Prohibited	
b. Porch and Fence	Prohibited	
c. Terrace	Allowed	
d. Forecourt	Allowed[1]	
e. Stoop	Allowed[2]	
f. Shopfront	Allowed	
g. Gallery	Allowed	
h. Arcade	Allowed	
i. Cantilever	Allowed	
j. Plaza	Allowed	
ii. Building *height.*	Required	Provided
a. Min. Building Height	2 stories	2 stories
b. Max. Pedestal Height	10~~7~~ stories or 120~~00~~ feet	10~~7~~ stories or 120~~00~~ feet
c. Max. Building Height	See Drawing AS-1.10	650 ft. max.

1 Forecourts shall be pedestrian only.

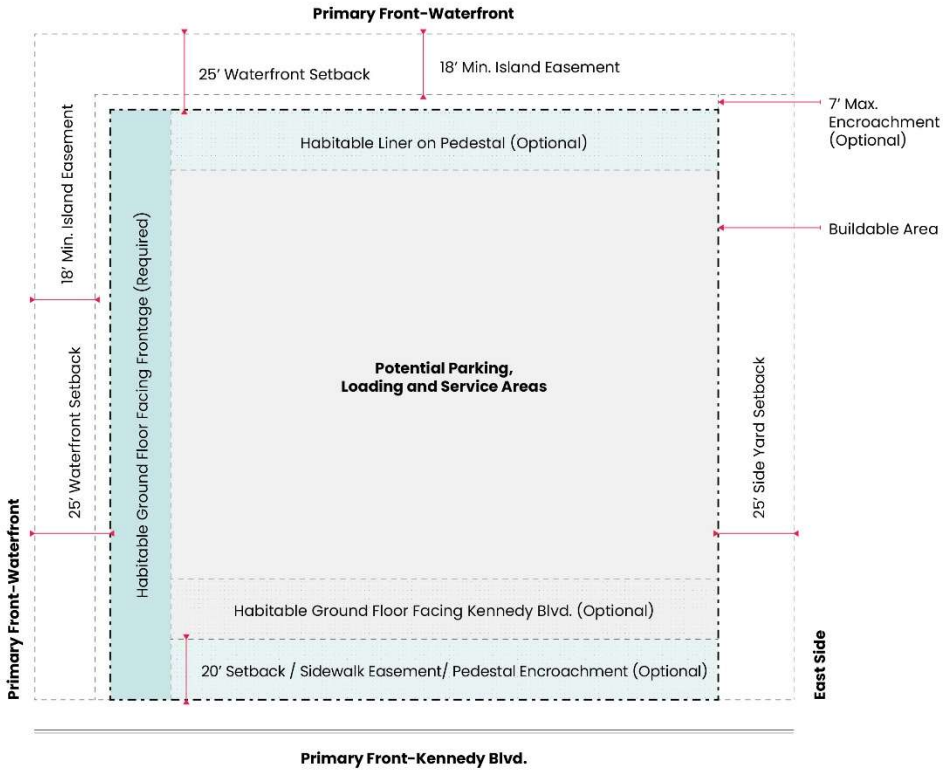
2 Not allowed facing Kennedy Causeway.

† Note: Development approvals – The Sunbeam NBV SAP shall be valid for thirty years following final approval by the Village Commission, unless otherwise stipulated in the Development Agreement. Individual SAP Permit approvals~~.~~ shall be valid for two years in accordance with these regulations. Extensions and tolling to eligible permits can be granted pursuant to Florida Statutes, based on timely notice by the applicant. Site plans associated with an SAP permit may be granted no more than two 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.

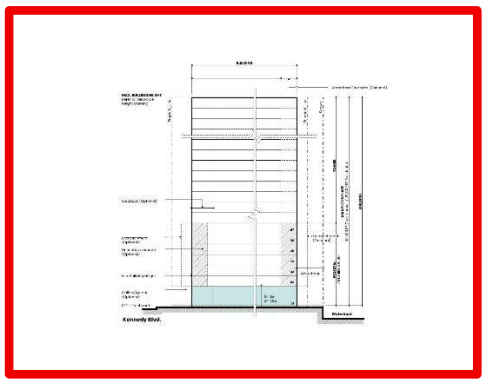
*3. Building Placement Illustration—**Sunbeam NBV SAP North**.*

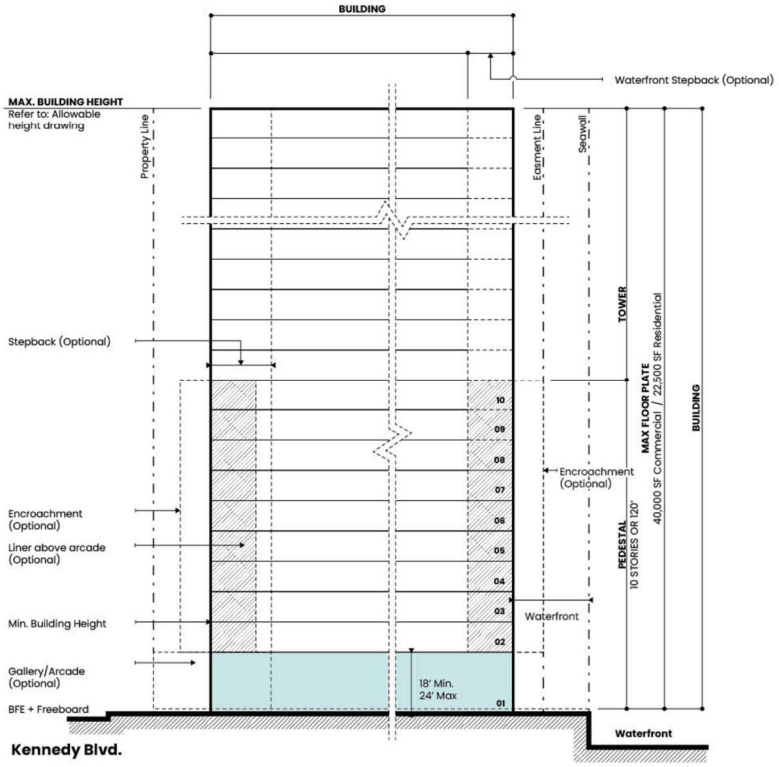


*4. Parking Placement Illustration— **Sunbeam NBV SAP North**.*



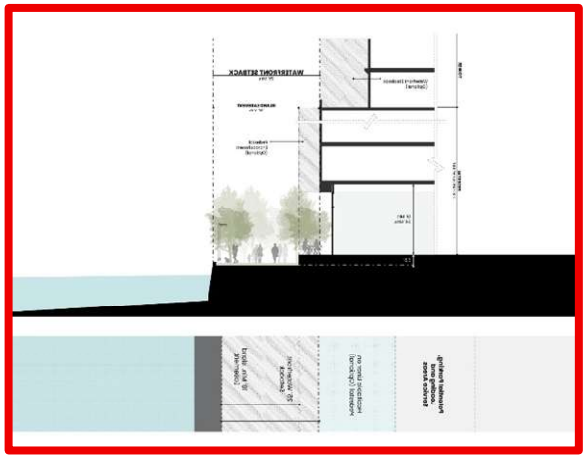
*5. Building Height Illustration— **Sunbeam NBV SAP North**.*

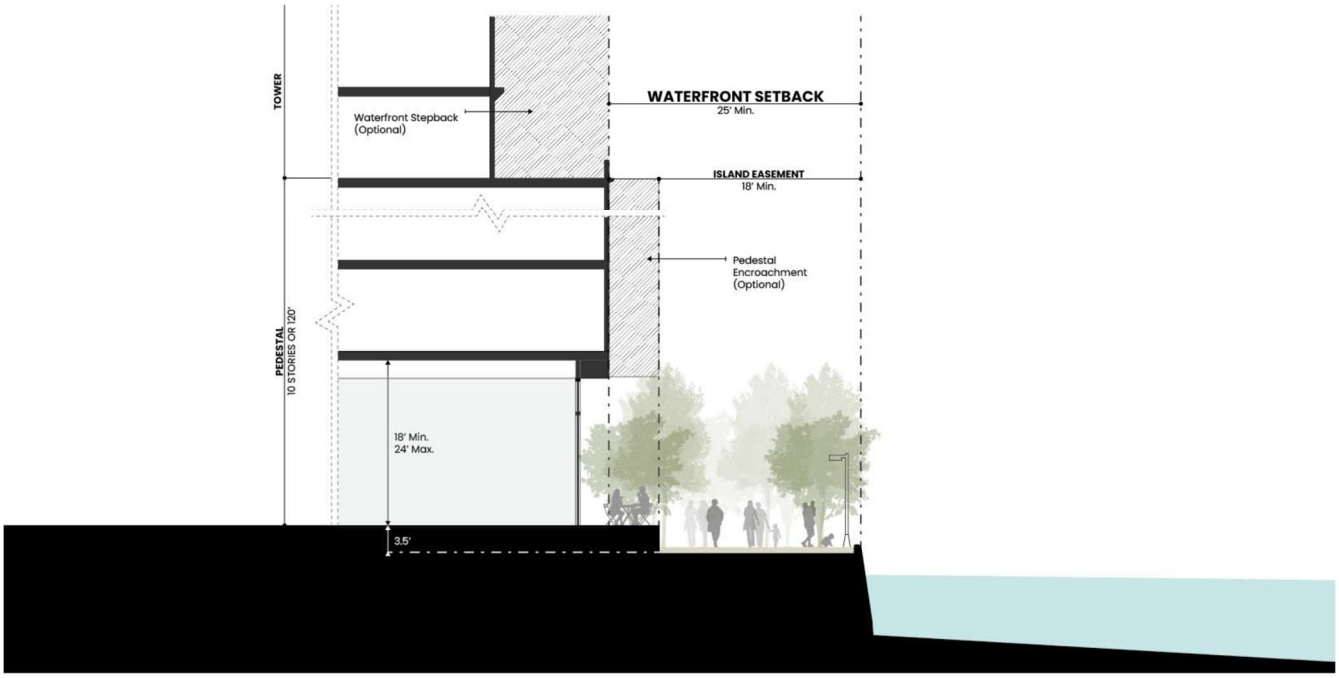


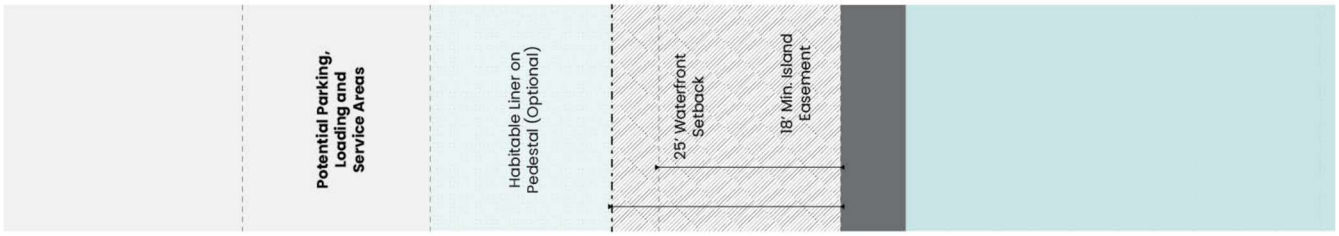


(Ord. No. 2021-004 , § 2(Exh. A), 2-9-21)

§ A.7.D Section Detail Illustration.







(Ord. No. 2021-004 , § 2(Exh. A), 2-9-21)

§ A.7.E Building Function (Uses) and Parking Requirements—T3.

[Reserved]

§ A.7.F Summary Table and Illustrations—T3.

[Reserved]

§ A.7.G Summary Table and Illustrations—T4.

[Reserved]

§ A.7.H Summary Table and Illustrations—T5.

[Reserved]

§ A.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 facades 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 facade vertically and horizontally in intervals appropriate to the existing neighborhood and transect zone.
Articulate the building facade 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 facades, 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 Chapter 8, Division 4, Supplemental Development Standards.
Building Function and 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.

§ A.8 Alcoholic Beverage and Music and Entertainment Regulations.

It is the intent of the Sunbeam NBV SAP form-based district to encourage the significant monetary investment in an Island Walk and a related mixed-use project which is designed to attract a variety of entertainment and restaurant options to the Village. The standards and regulations contained in this article shall serve as the exclusive mechanism through which the Village shall regulate the location and operation of establishments serving alcohol and the provision of music and entertainment within the boundaries of the Sunbeam NBV SAP form-based district. It is the intent of the Village for these regulations to supersede the alcoholic beverage regulations promulgated in chapter 111 of the Village Code.

A. *No minimum distance requirements.* There shall be no minimum distance required between any place of business within the Sunbeam NBV SAP form-based district licensed by the state to sell alcoholic beverages either for consumption on or off premises and any other place of business within the Sunbeam NBV SAP form-based district. There shall be no minimum distance requirement between any establishment licensed to sell alcoholic beverages either for consumption on or off premises within the Sunbeam NBV SAP form-based district and any business, school or religious institution outside of the Sunbeam NBV SAP form-based district.

B. Hours of operation.

(1) The hours of sale of alcoholic beverages shall be as follows:

a. Nightclub license owners shall be allowed to sell, serve, and dispense alcoholic beverages for consumption on the premises from 10:00 a.m. to 5:00 a.m. seven days a week.

b. Restaurant license holders shall be allowed to sell, serve, and dispense alcoholic beverages for consumption on the premises from 7:00 a.m. to 2:00 a.m., seven days a week.

c. Lounges where alcoholic beverages are sold, served, and dispensed for consumption on the premises shall be allowed to sell, serve, and dispense alcoholic beverages from 10:00 a.m. until 2:00 a.m.

d. Retail vendors of alcoholic beverages for consumption on and off the premises shall be allowed to remain open from 10:00 a.m. until 2:00 a.m.

(2) The hours of sale listed in subsection (1) above shall be the only hours when alcoholic beverages may be sold, dispensed, or served. However, these limits shall not prohibit establishments from serving food and nonalcoholic beverages prior to or beyond the hours for serving alcoholic beverages.

C. *Sunbeam NBV SAP Form-Based District Representative Role*. Nothing in section 8.B above or elsewhere in the Village Code shall prevent the Sunbeam NBV SAP form-based district representative from limiting the hours during which sales, consumption and service of alcoholic beverages, beers and wines from any establishment located in the Sunbeam NBV SAP form-based district may occur; imposing distance requirements or controlling the manner in which alcoholic beverages are sold or consumed within the NBV Sunbeam NBV SAP form-based district.

D. *Sales of alcoholic beverages within the Sunbeam NBV SAP form-based district.* If permitted in accordance with state permitting requirements, alcoholic beverages sold for consumption on the premises by a vendor within the Sunbeam NBV SAP form-based district, may be consumed, held, carried and transported in the original or substitute container, at any location within the Sunbeam NBV SAP form-based district, either indoors, outdoors or aboard boats moored at docks located within the Sunbeam NBV SAP form-based district to the extent it is permitted by the state.

E. Hours for music and entertainment; Maximum permissible dBA sound levels.

(1) Music, singing and other forms of entertainment whether amplified or not, shall be permitted indoors at any time during business hours of any facility or business enterprise within the Sunbeam NBV SAP form-based district, and in addition music, singing and entertainment shall be permitted outdoors within the district, however, such outdoor music, singing and entertainment shall not be permitted later than the hours of 12:00 a.m. during weekdays and 1:00 a.m. on legal holidays as provided by state law, Fridays, Saturdays and Sundays.

F. *Outdoor sales of alcoholic beverages.* Those persons or entities within the Sunbeam NBV SAP form-based district licensed under the state beverage license laws, may sell and serve beers, wines and alcoholic beverages of any type regardless of alcohol content at any location within the Sunbeam NBV SAP form-based district licensed for such sale and under the control of such licensee, including, but not limited to, sidewalk cafes, outdoor areas designed for food or beverage consumption or both adjacent to and operated in concert with a business operated within enclosed premises, licensed freestanding structures including outdoor bars and kiosks selling food or beverages including alcoholic beverages and pushcart type vehicles, provided that all such operators of such outdoor facilities vending and serving alcoholic beverages shall be duly licensed by the state and permitted to operate pursuant to the Village Code.

G. *Parking.* The parking requirements of section 111.14 of the Village Code shall not be applicable to businesses operating with the Sunbeam NBV SAP form-based district and all parking requirements shall be addressed in the Parking Management Plan required pursuant to this Appendix A.

H. *Conflict with Chapter 111 of the Village Code*. To the extent that any provision(s) in this section conflicts with any provision(s) of chapter 111 of the Village Code, the provision(s) in this section shall prevail.

§ A.9 Construction Hours

Notwithstanding Chapter 96 of the Village Code of Ordinances or any other Village Code provision to the contrary, construction shall be permitted within the Sunbeam NBV SAP Monday through Saturday subject to the following conditions:

A. Hours of work and site access shall be from dawn to dusk, Monday through Saturday.

B. Loud construction noise, such as but not limited to the operation of machinery, is prohibited during the following times:

1. Before 8:00 a.m. Monday through Friday;

2. After 5:00 p.m. Monday through Saturday; and

3. Before 9:00 a.m. on Saturday.

C. During construction, loud music shall be prohibited at all times.

D. Monday through Friday, concrete pours can occur prior to 8:00 AM and continue until such pour is complete as long as white noise alarm system or flag person is used in lieu of back up alarms.

E. Once a structure is enclosed and under air, construction activities may occur from dawn to dusk subject to the provisions of Chapter 96 of the Village Code.

F. Should the Developer, its contractor(s), or their construction crews cause unreasonable noise in violation of this Section, the Village Manager shall have the right to temporarily suspend construction activities during those hours and Saturdays for a period no longer than 15 days. Reported violations may result in the termination of the extended hours granted in this Section.

G. Construction activities shall not be permitted on Sundays or National Holidays unless there is an emergency as determined by the Village Manager.

Exhibit “B”

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ~~(hereinafter the "Agreement") is~~ originally made and entered into as of March 13, 2023 (the "Effective Date") ~~this 13th day of March, 2023,~~ by and between the owners of real property listed below and their subsequent successors and/or assigns, (collectively the "Developer" or "Sunbeam"), and North Bay Village, Florida, a Florida municipal corporation (the "Village") (the "Agreement"), is hereby amended and restated in full this ____ day of _____ 2025 (the "Amendment Date").

RECITALS

WHEREAS, the Developer is the owner of the following parcels of real property:

- 23-3209-000-0010 Sunbeam Television Corp.
- 23-3209-000-0200 Sunbeam Television Corp.
- 23-3209-000-0201 Sunbeam Television Corp.
- 23-3209-000-0020 Sunbeam Television Corp.
- 23-3209-000-0030 Sunbeam Television Corp.
- 23-3209-000-0031 Sunbeam 1601 79th ST LLC.
- 23-3209-000-0040 Sunbeam 1601 79th ST LLC.
- 23-3209-000-0161 Sunbeam Properties, Inc.
- 23-3209-010-0240 Sunbeam 1600-1624 79th ST LLC.
- 23-3209-010-0270 Sunbeam 1600-1624 79th ST LLC.

located within the boundaries of the Village, the legal descriptions of which are attached hereto and made a part hereof as Exhibit "A" (the "Property"); and

WHEREAS, the Property is currently designated "Commercial" on the Village's Comprehensive Plan Future Land Use Map and zoned T6-24 and T6-30 transect zones pursuant to the Village's Land Development Regulations (as herein defined); and

WHEREAS, the Developer and the Village mutually desire that the Property be developed with mixed-use development as set forth in the Special Area Plan and Site Plan application submitted to the Village on March 24, 2022 (the "Project"); and

WHEREAS, the Developer and the Village mutually desire to establish certain terms and conditions relating to the proposed development of the Property and wish to establish certainty as to the ultimate development of the Project, as provided pursuant to Section 8.15, Chapter 15 and Appendix A of the Village's Unified Land Development Code (the "ULDC"); and

WHEREAS, the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2022), authorizes local governments to enter into development agreements with developers to encourage a stronger long term commitment to the comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to developers and municipalities in the approval of development and assurances that they may proceed in accordance with the existing laws and

policies, subject to the conditions of such development agreements and

WHEREAS, the purpose of this Development Agreement is to define the manner in which the Property shall be developed and the conditions that will govern the Property's development, to satisfy concurrency for the Property for the term of this Development Agreement, and to establish the respective rights and obligations of the Developer and the Village regarding development of the Property and operations thereon.

NOW, THEREFORE, in consideration of the conditions, covenants, and mutual promises contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Developer and the Village agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to the Agreement are hereby deemed a part hereof.

2. Definitions.

   a. "Approval Ordinance" means Ordinance No. 2022-011 adopted on October 11, 2022, which approved the Sunbeam NBV Special Area Plan as set forth in Appendix A to the ULDC. See Exhibit B-1.

   b. "Approval Resolution" means Resolution No. 2022-085 adopted on October 11, 2022, which approved the Site Plan, as further defined below. See Exhibit B-2.

   c. "Building Official" shall have the meaning set forth in Chapter 2 of the 2020 Florida Building Code, Building, 7th Edition: "Building Official" means the officer or other designated authority charged with the administration and enforcement of this code, or a duly authorized representative. For purposes of this Agreement, "Building Official" also means that person appointed to head the building department in accordance with Section 4.14 of the Code of Ordinances of North Bay Village or that person's designee.

   d. "Civic Space" means any portion or portions of the Project designed to encourage the uses enumerated in Section A.4.A.5 of the ULDC (2022) to be established and/or conducted.

   e. "Comprehensive Plan" means the Village's comprehensive plan meeting the requirements of Chapter 163, Florida Statutes (2022).

   f. "Developer" shall have the meaning set forth in Section 163.3221(3), Florida Statutes (2022): "Developer" means any person, including a governmental agency, undertaking any development. For purposes of this Agreement, "Developer" also means the person undertaking the development of the Property, as defined in the preamble to this Agreement, or any successors or assigns thereof that (a) acquire an interest in any portion of the Property from the Developer pursuant to sale or ground lease for the purpose of the development and resale or sublease and (b) is/are specifically assigned rights as Developer hereunder by the Developer pursuant to an express written assignment. This term does not include the future fee simple owners of any individual lot or unit within the Project. Upon execution and recording of such assignment, the assignee will be deemed the Developer hereunder to the extent set forth in such assignment.

   g. "Development" shall have the meaning set forth in Section 163.3221 (4), Florida

Statutes (2022): "Development" means the carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels. For purposes of this Agreement, "Development" also means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), Florida Statutes (2022) provided, however, that activities and uses set forth in Section 163.3221(4)(b), Florida Statutes (2022), shall not constitute Development.

h. "Development Permit" shall have the meaning set forth in Section 163.3221 (5), Florida Statutes (2022) as modified herein: "Development Permit" includes any building permit, zoning permit, subdivision approval, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land. For purposes of this Agreement, "Development Permit" also includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government, including actions of the Village Manager, Planning and Zoning Official and/or Building Official, having the effect of permitting the development of land, including an SAP Permit, and Site Plan Modification Permit as defined by Appendix A of the ULDC (2022), except that amendments to the Special Area Plan or the Project Approval shall not be considered a Development Permit.

~~1. "Effective Date" is the later of the date of execution of this Agreement by the Developer or the Village.~~

i. "Governing Body" means the Village Commission.

j. "Governmental Entity" means an agency of the state, a regional or a local government created by the State Constitution or by general or special act, any county or municipality, or any other entity that independently exercises governmental authority.

k. "Island Walk" means a non-exclusive minimum 18-foot-wide easement, granted in accordance with Paragraph 9 of this Agreement, within a minimum 25-foot setback serving as a waterfront promenade as envisioned in the "NBVIO0 Report" prepared by DPZ CoDesign dated April 10, 2020, and more particularly defined in Section A.3.A.2.g(2) of the ULDC (2022).

l. "Land" shall have the meaning set forth in Section 163.3221(7), Florida Statutes (2022): "Land" means the earth, water, and air, above, below, or on the surface and includes and improvements or structures customarily regarded as land.

m. "Land Development Regulations" shall have the meaning set forth in Section 163.3221 (8), Florida Statutes (2022): "Land Development Regulations" means ordinances enacted by governing bodies for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the development of land. For purposes of this Agreement, "Land Development

Regulations" also means ordinances, resolutions, rules, and policies in effect on the Effective Date, which have been enacted and implemented by the Village for the regulation of any aspect of development and includes any local government zoning, rezoning, Special Area Plan, sustainability code, subdivision, building construction, or sign regulation or any other regulations controlling the development of, or construction upon, Land.

n. "Laws" shall have the meaning set forth in Section 163.3221(9), Florida Statutes (2022): "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of land. For purposes of this Agreement, "Laws" also means all ordinances, resolutions, regulations, comprehensive plans, special area plans, land development regulations, and rules adopted by a local government affecting the development of Land.

o. "Local Government" means the Village. The term does not include any other governmental entity or agency that may have jurisdiction over the Property or any aspect of the Project.

p. "Open Space" means any parcel or area of land or water essentially unimproved by permanent buildings and mostly 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. Open space may also be provided at elevated levels of structures and shall provide prominent access to the general public during hours of operation of such areas (to be determined in the sole discretion of the Developer).

q. "Planning and Zoning Official" shall means that person appointed to head the planning and zoning department in accordance with Section 4.13 of the Code of Ordinance of North Bay Village or that person's designee.

r. "Project" means the Development approved pursuant to the Project Approval.

s. "Project Approval" means the Approval Ordinance and the Approval Resolution collectively.

t. "Partial Stabilization" means the completion of construction of the first of either the "Sunbeam NBV North – West" or the "Sunbeam NBV North – East" quadrants as defined in the Site Plan page 1.07 and the leasing of at least ninety percent (90%) of the commercial spaces thereon by third-party tenants for ninety (90) consecutive days.

u. "Property" is that certain 12.912-acre site as more particularly described in Exhibit "A" attached hereto and may be expanded or contracted through the acquisition or sale of parcels by the Developer.

v. "SAP Permit" means the permit issued for the implementation of phases and/or individual projects, buildings and structures and/or site improvements granted administratively pursuant to the Project Approval and in accordance with Section A.1.H and Section 5.9 of the ULDC (2022).

w. "Site Plan" is that site plan approved by the Approval Resolution entitled "Sunbeam NBV SAP Site Plan" consisting of 12 sheets.

x. "Site Plan Modification Permit" means the permit issued to authorize modifications to a previously approved SAP Permit.

y. "Special Area Plan" means the special area plan approved by the Commission which may also be known as the "Sunbeam NBV Special Area Plan" and referenced in Appendix A of the ULDC (2022).

z. "Village Manager" means that person serving as the chief administrative officer of the Village in accordance with Section 4.01 of the Charter of North Bay Village or that person's designee.

3. Intent. It is the intent of the Developer and the Village that this Agreement should be construed and implemented consistent with the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2022), so as to effectuate the requirements of Section 8.13, Chapter 15 and Appendix A of the ULDC (2022) and the Site Plan. The Village's Laws, Comprehensive Plan, Land Development Regulations, other regulations (including the imposition of impact fees and community contribution fees) and policies governing the development of the Property in effect at the time of execution shall govern the development of the land for the Term (and any extension of the Term) of this Agreement. The Property shall not be subject to downzoning, unit density reduction, or any other limitation upon the development rights or the operation of the Project in effect upon the Effective Date of this Agreement and during the Term of this Agreement. However, nothing herein shall prohibit, or in any way limit or restrict, an increase in development density or intensity or the application of less restrictive development parameters within the Project in a manner consistent with any subsequently adopted Comprehensive Plan amendments, Land Development Regulations, Laws, or any other change in regulations subsequently enacted by the Village that are applicable to the Property.

4. Effective Date, Duration, and Annual Review.

a. This Agreement shall become effective on the Effective Date. The Agreement shall be recorded in the public records of Miami-Dade County, Florida and shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of thirty (30) years from the Effective Date (the "Term").

b. The term of this Agreement may be extended for an additional term of fifteen (15) years subject to Village Commission Approval after public hearing in accordance with the provisions of the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2022).

c. The expiration date of the Agreement shall be upon the expiration of the Term (and any extension of the Term) from the Effective Date (the "Expiration Date").

d. Annual Review. The Developer shall provide the Village with an annual written status report due on or before the anniversary date of the Effective Date to facilitate annual review of this Agreement as set forth in Section 163.3235, Florida Statutes (2022). The annual status report shall list the obligations of this

Agreement and set forth the Developer's efforts to satisfy them, including at minimum (i) a running accounting of payments and contributions made to the Village; (ii) development status of facilities and events the Developer has committed to provide; and (iii) a running ledger of floor area (broken down by residential, hotel, retail and office), dwelling units, workforce housing dwelling units, short term rental units, hotel units, and parking spaces. The Village shall annually review the annual status report to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the Village Commission finds, on the basis of substantial competent evidence, that there has been a failure to comply with the material terms of this Agreement, the notice, cure, and mediation procedures of Paragraph 32 shall be invoked, following which the Village may avail itself of the remedies provided in Section 163.3235, Florida Statutes (2022).

e. The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the pendency of any government-initiated moratorium, litigation or challenges that materially limit the ability of the Developer to develop the Project. Notwithstanding the foregoing, this provision shall not relieve Developer of annual compliance with Paragraph 4.d above.

f. The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the unavailability of infrastructure required to be operational to provide service(s) to the Project, where such infrastructure requires improvements that are not the obligation of the Developer under this Agreement, the Project Approval, or any Development Permit. Notwithstanding the foregoing, this provision shall not relieve Developer of annual compliance with Paragraph 4.d above.

g. The Village is considering the adoption of a Comprehensive Plan amendment that shifts evaluation of traffic levels of service from trip-based concurrency to a Traffic Concurrency Exception Area or similar program/option to eliminate requirements to evaluate the Project from trip-based concurrency (the "Traffic Concurrency Amendment") for roads within the Village that abut the Property, including but not limited to 79th Street Causeway. At the same time, the Village recognizes that there is currently a sewer moratorium (the "Moratorium") that may impact the ability of the Developer to obtain building permits until such time as the Moratorium is lifted. Developer's financial obligations under Paragraphs 7.e.ii, 11.d, and 12.b shall be due upon the earlier to occur of the adoption of the Traffic Concurrency Amendment or the lifting of the Moratorium Additionally, until such time as the Moratorium is lifted thereby providing sewer capacity for the entire build-out of the Project, all of Developer's non-financial obligations under Paragraphs 4.a, 4.b, 4.c, 6.e, 7.c, 9, and 24 shall not be due. Notwithstanding the foregoing, Developer acknowledges that the Village shall withhold issuance of permits for the construction of new buildings within the Project until such time as Developer has made the financial contributions in Paragraphs 7.e.ii, 11.d, 12.b, and 12.c.

5. Permitted Development Uses and Building Intensities.

   a. Permitted Development Uses. Concurrently with the adoption and acceptance of this Agreement, the Developer has proffered, and the Village has approved, a Site Plan pursuant to the Project Approval. In granting the Project Approval, the Village has determined and hereby concurs that the Project is consistent with the Village's Comprehensive Plan including but not limited to level of service and that the Project Approval accords with the Land Development Regulations as modified by the Project Approval. Upon execution of this Agreement and for the Term (and any extension of the Term), subject to the terms herein, the Village confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval, the Village's Comprehensive Plan, and the Land Development Regulations, subject to obtaining an SAP Permit for individual components of the Project.

   b. Density, Building Heights, Setbacks and Intensities. The maximum density, heights, setbacks, and intensities for any development on the Property shall be regulated by the Project Approval, the Land Development Regulations (including the provisions for administrative approval of SAP Permits and Site Plan Modification Permits), and the applicable provisions of the Comprehensive Plan.

   c. Reservation of Trips. The Village acknowledges that as of the date of Project Approval 79th Street Causeway has, as calculated by Institute of Traffic Engineers Trip Generation Manual, 9th Ed., 1,338 daily, p.m. peak hour trips at a LOS D available for the development of the Project. The Village hereby reserves, as calculated by Institute of Traffic Engineers Trip Generation Manual, 9th Ed., 1,300 daily, p.m. peak hour trips on the 79th Street Causeway for the Project. Upon adoption of the Traffic Concurrency Amendment this subparagraph is null and void, and the Project shall be exempt from the transportation concurrency requirements of Chapter 5 Division 2 of the ULDC (2022).

   d. Through the approval of the Special Area Plan and this Agreement by the Village Commission, the Village recognizes the Property as one contiguous parcel for all purposes related to the Property's development, including, without limitation, with respect to entitlements, traffic flow permitted on a parcel or from one parcel to the other, parking, landscaping, civic space, open space, signage, workforce housing, and the sharing of approved uses and densities between the parcels and free transfer of densities and uses on a parcel or from one parcel to the other subject to the terms of the Project Approval. To assist the Village in tracking development rights, Developer agrees to maintain an allocation table setting forth the number of units, floor area, parking, landscaping, civic space, and open space allocated to each parcel. Prior to any SAP Permit or building permit, Developer shall provide Village with an update to the allocation table. The Village agrees that during the Term (and any extension of the Term) of this Agreement the Developer may increase or decrease the external boundaries and total lot area of the Property and the Developer acknowledges that such change shall require an amendment to the Project Approval and this Agreement, except that changes to incorporate either or both of the properties identified as Miami-Dade Property

Tax Folio Nos. 23-3209-010-0220 and 23-3209-010-0180, located at 1580 Kennedy Causeway and 1550 Kennedy Causeway, respectively (the "Additive Properties"), into the Project, shall not reduce the rights or increase the obligations set forth in the Project Approval and this Agreement as to the Property as of the Effective Date of this Agreement. For avoidance of doubt, if incorporated into the Project, either or both of the Additive Properties may be subject to newly imposed, site-specific conditions, restrictions and obligations, but shall in no way affect the rights and obligations of the Project Approval and the Agreement as both apply to the Property as of the effective Date of this Agreement. For purposes of clarification, a transfer or an increase or decrease in the number of parcels of property that does not affect the boundaries of the Project does not require approval of the Village. If the Developer acquires additional property that abuts or is in the vicinity of the boundaries of the Project but does not seek to include it within the Project, no amendment to the Project Approval shall be required.

6. Project Scope and Consistency with Village's Comprehensive Plan and Land Development Regulations.

   a. The Site Plan and Special Area Plan adopted by the Village Commission pursuant to and limited by the Project Approval is hereby incorporated into the terms of this Agreement. The Project consists of:

      1. Up to 1,936 units at a density of 150 residential units per acre ~~inclusive of at least six percent (6%) of the units of workforce housing. At all times a minimum of six percent (6%) shall be set aside for Workforce Housing~~.
      2. Up to 7,311,807 square feet of floor area at a maximum floor lot ratio of 13.0 FLR comprised of a mix of residential, office and commercial uses.
      3. Structures of varying heights (not exceeding 650 feet on portions of the Property north of 79th Street Causeway and 450 feet on portions of the Property south of the 79th Street Causeway) and setbacks as depicted on the Site Plan.
      4. Required open space and civic space.

   b. The Village expressly acknowledges that the density and intensity proposed for the Project is consistent with the densities and intensities permitted by the existing Land Development Regulations, are consistent with the Village~~'~~'s adopted Comprehensive Plan, and, except for transportation which may be addressed through adoption of a Traffic Concurrency Amendment at the discretion of the Village and sanitary sewer which will be addressed by the Village's actions to lift the Moratorium, meet minimum levels of service required under the Comprehensive Plan for those facilities under the Village's control. In the event the Village adopts a Traffic Concurrency Amendment, the Village shall consider the Project as having met minimum levels of service for transportation required under the Comprehensive Plan. Upon the lifting of the Moratorium, the Village shall consider the Project as having met minimum levels of service

required for sanitary sewer under the Comprehensive Plan. Notwithstanding the Village's concurrency determination, nothing herein shall relieve the Developer from the obligation to make solid waste, water, wastewater or stormwater infrastructure improvements deemed necessary by the Village to ensure adequate service is available to the Project without degrading service to other users of the system. In the event Developer is required by the Village to make solid waste, water, wastewater or stormwater infrastructure improvements that exceed what is required solely to serve the Project, Developer shall receive an impact fee credit for the difference between what Developer is required to install and what Developer would have installed if the infrastructure was solely serving the Project.

c. The Village expressly acknowledges the Site Plan approved by the Village Commission satisfies all Village site plan requirements for a special area plan, including but not limited to those set forth in Sections 15.1, 5.8 and Chapter 5 Division 2 of the ULDC (2022), if applicable.

d. The Village expressly acknowledges that the uses proposed for the Project are consistent with the uses permitted by the Land Development Regulations as modified by the Project Approval and are consistent with the Village's adopted Comprehensive Plan.

e. Subject to the Developer executing and recording a unity of title or covenant in lieu of a unity of title in a form acceptable to the Village Attorney, the Village expressly acknowledges and agrees, that the Developer may reassign property boundaries and/or increase or decrease the size of any parcel, or combine or eliminate parcel(s) situated within the boundaries of the Property, provided that such reassignment does not create a non-conforming lot, and further agrees that said reassignment shall not constitute a "subdivision" as that term has been defined by Section 177.031(18), Florida Statutes (2022) or Section 28-1(i) of the Miami-Dade County Code of Ordinances and Developer shall not be required to re-plat the Property. Developer understands that the Village cannot bind Miami- Dade County and the County's interpretation of its subdivision code will control whether and to what extent platting is required.

f. The Village expressly acknowledges that the heights proposed for the Project are consistent with the heights permitted by the Land Development Regulations as modified by the Project Approval and are consistent with the Village's adopted Comprehensive Plan.

g. The Village expressly acknowledges that hotel units may include kitchenettes as permitted by the existing Land Development Regulations and are consistent with the Village's adopted Comprehensive Plan.

h. The Developer agrees that no more than fifty percent (50%) of the constructed residential units may be rented or leased for periods of less than 30 days or one calendar month provided: (i) they are registered with the Village in compliance with the Village Code, and (ii) located only north of 79th Street Causeway. Developer agrees not to lease residential units south of 79th Street Causeway for periods of less than 30 days or one calendar month.

i. The Village expressly acknowledges that the Developer may construct structured

parking of more than five (5) stories within the maximum permitted pedestal height of 100 feet provided that such structured parking is cladded with habitable space of a minimum depth of twenty (20) feet, a green wall, or artistic screening acceptable to the Village Manager, and that the construction of structured parking of five (5) stories or more is permitted by the existing Land Development Regulations as modified by the Project Approval and is consistent with the Village's adopted Comprehensive Plan.

j. The Developer may increase the densities and intensities of the Project consistent with changes to the Comprehensive Plan, ULDC, federal, state and county laws or ordinances or the expansion of the Property. To the extent the area subject to the Special Area Plan is contracted, the Project's aggregate density and intensity will be decreased at a ratio of 150 dwelling units per acre and 13.0 floor lot ratio, respectively, together with all other applicable development capacity formulas.

7. Conditions of Approval.

   a. Development Permits and subsequent applications required pursuant to Paragraph 8, including but not limited to building permits, SAP Permits, and Site Plan Modification Permits, will be submitted for each structure as required by Section 5.2 of the ULDC (2022) and Section A.1.H of the ULDC (2022). All applications shall only be required to submit the materials enumerated in Section 5.5 of the ULDC (2022); however, the requirements of Sections 5.6 and 5.8 of the ULDC (2022), if applicable, shall be determined to have been met as a result of the Project Approval referenced in this Agreement.

   b. All Development Permits and subsequent applications required pursuant to Paragraph 8, including but not limited to building permits, SAP Permits, and Site Plan Modification Permits, under the jurisdiction of the Village and related to the Project shall be administratively reviewed, and if determined by the Village Manager to have met the requirements of Appendix A of the ULDC (2022), approved.

   c. Prior to the first building permit for any portion of the Property, the Developer shall have designated at least seven and a half percent (7.5%) of the Project's aggregated lot area to Civic Space uses. The Village acknowledges and agrees that the area of the Island Walk not required by Section 8.17 of the ULDC (2022), specifically any portion of the Island Walk located landward of the 18-foot Island Walk easement described in Paragraph 9 below; any portion of the Island Walk located on Miami-Dade Property Tax Folio Nos. 23-3209-000-0200 (Channel 7) and 23-3209-000-0161 (Grove By the Bay), located at 1401 Kennedy Causeway and 1400 79th Street Causeway, respectively; and the portion of view corridors accessible to the general public during daylight hours (including, but not limited to those portions of pedestrian walkways, pedestrian bridges and observation decks that are on the Property) shall be included in the measurement of the required Civic Space. From time to time, Developer may change the locations of the areas that are designated as civic space provided that at no time the designated civic space is less than seven and a half percent (7.5%) of the Project's aggregated lot area. In no way shall the preceding be interpreted to amend Developer's

obligations regarding the Island Walk as described in this Agreement. Developer understands that there are civic advantages to having the Island Walk completed as soon as reasonably possible. With that in mind, Developer shall make good faith, commercially reasonable efforts to construct and open the Island Walk in the "Sunbeam – NBV South-West" quadrant as defined in the Site Plan within five (5) years of the Effective Date, and fifty percent (50%) of the total Island Walk for the Project within ten (10) years of the Effective Date. However, the parties acknowledge that such dates may be impacted by (i) safety and security during construction, (ii) seawall construction, (iii) existing permitted uses, and (iv) interim use by the Miami-Dade Fire Department. In addition, a fenced and landscaped dog park of at least 5,000 square feet shall be constructed on a portion of the Property south of 79th Street Causeway within five (5) years of the Effective Date. Said dog park shall be included in the measurement of the required Civic Space.

d. The Village expressly acknowledges that the Developer has received a residential density bonus pursuant to Section 15.2.H of the ULDC (2022) and the Developer acknowledges that consideration for said residential density bonus is the obligation to either: (i) allocate at least six percent (6%) of all residential units for workforce housing required by Section 15.2.H.4.a of the ULDC (2022) and Paragraph 12 of this Agreement; or (ii) proffer a community benefits package to the Village that will require the Developer to:

    1. Within ninety (90) days of the Amendment Date, tender a deed to the Village for the property located at 7560 West Treasure Drive (identified as Miami-Dade Property Tax Folio No. 23-3209-009-0460), which the Village shall accept notwithstanding any open permits or code enforcement cases tied to said property and subject to a covenant restricting the use of the property to governmental uses;
    2. Within ninety (90) days of the Amendment Date, tender a deed to the Village for the properties located at 1601-1657 North Treasure Drive (identified as Miami-Dade Property Tax Folio Nos. 23-3209-010-0050 and 23-3209-010-0040), which the Village shall accept notwithstanding any open permits or code enforcement cases tied to said properties; and
    3. Concurrent with the issuance of a building permit for a residential building to be constructed at 1401 79th Street Causeway (identified as Miami-Dade Property Tax Folio No. 23-3209-000-0161), to contribute an "in-lieu" fee to the Village's workforce housing fund to satisfy the six percent (6%) workforce housing requirement for said building. Said "in-lieu" fee shall be calculated in accordance with Section 8.10.2 of the ULDC (2025). ~~Paragraph 21 of this Agreement shall be the equivalent of the Workforce Housing Density Bonus Agreement and the Village has determined that said paragraph meets the requirements of Section 15.2.H of the ULDC (2022). At all times a minimum of 6% of the total units available shall be set aside for Workforce Housing. Developer shall determine the location of workforce housing units on the Property so long as at~~

~~least fifty percent (50%) of the residential buildings throughout the Property shall contain one or more workforce housing units.~~

Upon Developer satisfying the conditions of Paragraphs 7.d.ii.1, 7.d.ii.2, and 7.d.ii.3 above, each of which may be performed independently of the other, Developer shall have been deemed to have satisfied its workforce housing obligations under this Agreement and the ULDC.

e. Public facilities.

1. Right of Way Improvements for 79th Street Causeway. Developer shall, in conjunction with the work allowed under each SAP Permit, obtain a permit to work in the state right-of-way from the Florida Department of Transportation (FDOT) and shall restore all disturbed portions of the right-of-way of the north and south sides of 79th Street Causeway abutting the portion of the Project covered by an SAP Permit, to the right-of-way restoration requirements approved by FDOT for 79th Street Causeway at the time of right-of-way restoration. Developer shall use best efforts to ensure that the construction of major infrastructure within any rights-of-way that are needed to serve the entire Project, such as water and sewer mains and laying of conduit for fiber optic, electrical, and any other lines ("Developer's Infrastructure"), shall occur within the same major infrastructure construction period in order to minimize disruption to pedestrian and vehicular traffic. In the event the Village and/or FDOT makes major infrastructure improvements to the 79th Street Causeway, Developer shall use best efforts to ensure that the construction of Developer's Infrastructure occurs while the Village and/or FDOT is making such major infrastructure improvements.
2. Causeway. Subject to Paragraph 4.g, within ninety (90) days of the Effective Date of this Agreement, Developer shall pay to the Village the sum of $400,000 as a contribution to enhance landscaping, beautification initiatives, and/or the design and construction of new public bus shelters on or near 79th Street Causeway.
3. A description of public facilities that will service the Project is attached as Exhibit E.

f. Employee Parking Plan. Developer will submit a conceptual employee parking plan, satisfactory to the Village Manager, to limit spillover parking impacts on residential streets, prior to issuance of a Temporary Certificate of Occupancy for any new non-residential building.

g. Public Use and Events. After the Project has received its final certificate of occupancy, the Developer shall host, within a portion of the public spaces of the Project, events open to the general public at least four times per year. During Project development and after the construction of the temporary fire station, the Developer and Village will meet annually to review opportunities for activation of the "Crab House Property" (folio no. 23-3209-000-0020) provided that said activation (i) does not conflict with construction activities, including but not limited to staging and parking, (ii) ensures life safety in and around active construction sites, and (iii) avoids adverse impacts to the operation of the temporary fire station described in

Paragraph 11.j.

h. Branding. Where Developer includes the location of the Project in marketing materials (including, but not limited to, logos, branding, marketing materials, signs, press releases, digital video, and references online, in print, or otherwise), the materials shall indicate the location as "North Bay Village," and/or "NBV," and/or "The Heart of the Bay."

i. Community Information. Developer shall maintain a website for the Project providing sufficient detail about the Project status to inform Village residents. The website shall provide information regarding the Project Approval, Special Area Plan Permit applications and approvals, building permit approvals, timing and extent of anticipated right-of-way closures, anticipated utility service interruptions (if any), anticipated openings of the Project, and scheduled public events occurring within the Project, where practicable. The website shall be updated on a quarterly basis.

j. Operating Standards. Upon Partial Stabilization, the following operating standards shall apply to all new construction. The Village and Developer agree that market conditions may change over time and the Village agrees that Developer may request the Village modify the following operating standards to reflect the then current market conditions, as demonstrated by Developer by competent market data showing that market conditions make compliance with the operating standards commercially unreasonable, and that the Village will not unreasonably deny such request supported by such evidence.

    i. Hotel component.

        1. Within one (1) year after issuance of the final Certificate of Occupancy or within two (2) years after issuance of a temporary Certificate of Occupancy for the hotel component of the Project, whichever occurs first, the Developer shall use good faith, commercially reasonable efforts to cause the hotel component to be operated so that it meets the sufficient number of the standards required to qualify for at least a four-diamond rating from the American Automobile Association ("AAA"); or, if the AAA's rating system or the AAA does not exist in substantially the same manner as it did on the Effective Date of this Agreement, then the most analogous system shall be used. The Village Manager may grant extensions of time for compliance with the above requirement.
        2. Thereafter, the Developer shall use good faith, commercially reasonable efforts to cause the hotel component to be operated at a level eligible to be rated by AAA as a four-diamond hotel or its equivalent throughout the term of this Agreement.
        3. The hotel may provide banquet and meeting spaces to meet the needs for large banquets, conferences, and other events.
        4. The hotel may have a spa that is operated at the same standard of quality as the hotel.
        5. The Developer shall use good faith, commercially reasonable efforts to ensure that the hotel uses high-quality materials on its exterior and

interior, in keeping with the standards required for hotels having a four-diamond rating by AA or its equivalent.

ii. Retail Component

1. The Developer shall use good faith, commercially reasonable efforts to develop the retail portions of the Project as a first class retail destination consistent with this Agreement and the Project Approval, and shall be kept in good order, condition, repair, and maintenance, with reasonable wear and tear excepted.
2. The Developer shall provide private security for the Project.
3. The Developer shall use good faith, commercially reasonable efforts to cause at least 75% of the gross leasable area of the retail space to be leased to tenants under executed leases within one (1) year after issuance of the last temporary Certificate of Occupancy for the retail component. The Developer shall use good faith, commercially reasonable efforts to maintain executed leases with tenants for a minimum of 75% of the gross leasable area of the retail space.
4. The Developer acknowledges and agrees that active and attractive retail uses that are of interest to and service the Project residents, hotel guests, office workers, and the immediate neighborhood and can garner reason for the general public and tourist to consider North Bay Village as a destination for dining, shopping, and entertainment activity are of importance to the Village as part of its vision for this Project.
5. The Developer shall use good faith, commercially reasonable efforts to ensure that the retail component should include fashion specialty stores, lifestyle retailers, restaurants and cafes, other specialty product shops, services, and other high appeal commerce.
6. The Developer shall use good faith, commercially reasonable efforts to ensure that all of the retailers will operate in compliance with design criteria requiring attractive retail transparent windows assuring clear views into their operations. They will feature professional creative signage within guidelines of the Project design criteria to assure compatibility with the Village requirements, the Project Approval, this Agreement, and the Project's overall architecture.

iii. Restaurant Component.

1. The Developer shall use good faith, commercially reasonable efforts to ensure that the restaurants will be a mix that includes but is not limited to fine dining, family/casual full table service restaurants, quick service restaurants, and grab and go restaurants.
2. Restaurant service at some or all of its restaurants will be provided to the general public during the same or greater hours as the retail stores provided however that restaurants shall be permitted to close periodically for special events or private parties.
3. All restaurants will maintain a high standard of appearance,

cleanliness, quality and service.

4. All restaurants will feature professional signage compatible with the Project Approval, this Agreement, and applicable Village standards.

iv. Office Component.

1. The Developer shall use good faith, commercially reasonable efforts to ensure that the office component is Class A office space.
2. The Developer shall use good faith, commercially reasonable efforts to ensure that the office component shall be designed and advertised as no less than Class A office space, and shall be operated and maintained as such.
3. The Developer shall use good faith, commercially reasonable efforts to ensure that the interior and exterior of the office component shall have high quality finishes that shall be maintained and may be periodically updated to maintain positions as no less than Class A office space.
4. The Village and Developer agree that for purposes of this

Agreement, Class A office space shall be determined by comparing commercial leased office space in the market area generally comprised of the neighborhoods of Bal Harbour, Bay Harbor Islands, Keystone Point, Sans Souci, North Beach and Miami Shores and more specifically defined as that area bounded on the north by 125th Street/Broad Causeway, on the east by the Atlantic Ocean, on the south by NW/NE 54th Street, and on the west by I-95.

k. Employment.

i. Construction. The Developer shall cause contractors and subcontractors to use commercially reasonable best efforts to promote employment opportunities for local Miami-Dade County residents and seek to achieve a project goal of having at least twenty five percent (25%) of all construction labor hours performed by Miami-Dade County residents.

ii. Operations. The Developer shall cause its commercial tenants to use commercially reasonable best efforts to promote employment for Village residents in the hotel, retail, and restaurant components of the Project.

l. Architectural Quality. Within the Sunbeam NBV SAP all buildings shall respond to the existing urban context and natural features of Biscayne Bay. The building facades at street level shall recognize the pedestrian experience and at the upper levels take advantage of the opportunities for long views. All buildings shall have articulated building facades of high-quality finishes and construction. Use of architectural style, details and color should be distinctive from the surrounding area. For the development of buildings above thirty (30) stories in height, the buildings shall be "iconic" of exceptional architectural merit.

m. Concept Plan. Developer shall develop the Property in substantial compliance with the concept plan displayed by Developer at the presentation before the Village Commission on October 11, 2022, attached hereto as Exhibit "G."

n. Parking Participation Contribution. Commencing upon the Developer's first instance of charging invitees or guests for non-residential parking to occur after ten (10) years from the Effective Date:

1. Developer shall bi-annually pay the Village an amount equal to $1 per fee event for non-residential parking within the Project. As used in this section, a "fee event" shall occur whenever a vehicle belonging to a non-resident or invitee of the Project pays a fee for accessing the parking garage and stationing a vehicle on the Property. Where parking is offered at no charge to the end user directly or through validation no fee event shall be considered to have occurred. Where parking is offered at a reduced charge to the end user, a fee event shall be considered to have occurred.

ii. Developer shall on or before ninety (90) days following the close of each fiscal year deliver to the Village a certified statement of its annual gross

receipts and charge-offs for parking, and number of parking fee events ("Parking Figures") prepared by an independent certified public accountant ("CPA"), admitted to practice in the State of Florida, reflecting Parking Figures for the preceding fiscal year. The CPA statement shall render an unqualified opinion, based on the result of the audit, relative to the Developer's accounting of Parking Figures. Developer will allow Village auditors, during regular business hours after reasonable notice, to audit, inspect and examine the Developer's fiscal books and records and tax returns, insofar as they relate to Parking Figures, to confirm the Developer's compliance with this Paragraph 7.n. In the event of an under- or over-payment of the contribution based on parking fee events for the preceding year, the party owing sums shall, within thirty (30) days, remit to the other party the amount owed. In the event the Developer owes an amount representing greater than five- percent (5%) of the contribution due for the preceding year, the Developer shall pay a penalty of one and one half percent per month on the outstanding balance until paid and pay all expenses of collection by the Village, including court costs and reasonable attorneys' fees.

o. Enhanced Storm water Retention. Prior to the issuance of the first building permit, Developer and Village shall cooperate to determine mutually acceptable stormwater retention engineering standards that exceed current requirements in order to protect properties adjacent to the Property, including rights-of-way, from the potential stormwater run-off from the Property. Developer shall design and construct the improvements of the Project subject to the enhanced standards.

8. Local Development Permits. The Village may need to administratively approve certain additional development permits in order for the Developer to complete the Project in a manner consistent with the Project Approval, the Special Area Plan, the Land Development Regulations, and the Comprehensive Plan. Review and approvals shall be made administratively and in accordance with the provisions of Section 166.033, Florida Statutes (2022), provided the request for approval or application is consistent with the Project Approval, the Special Area Plan, the Land Development Regulations, and the Comprehensive Plan. Those development permits include, but are not limited to:

   a. Water, sewer, paving and drainage, and other infrastructure permits;

   b. Covenants, Covenant in Lieu of Unity of Title, or Unity of Title, or acceptance or release of existing unities or covenants, if applicable;

   c. Building permits;

   d. SAP Permits;

   e. Site Plan Modification Permits; and

   f. Certificates of occupancy.

Developer acknowledges that Miami-Dade County or any of its agencies, and any other state and local agencies with jurisdiction over the Property or the Project are not parties to this Agreement. The Developer's inability to obtain additional development permits from any

such jurisdiction or agency without materially modifying the Project Approval will not excuse its material noncompliance with the Project Approval or this Agreement, but the Village shall reasonably consider, but have no obligation to approve, conforming modifications or amendments to the Project Approval or this Agreement, consistent with the intent of each, in order to enable the Developer to address the requirements of other jurisdictions. Under no circumstances will the Village be required to return any monies paid by Developer that have been encumbered or spent. In the event that material modifications required to meet the requirements of other jurisdictions are not approved, the Village agrees to return previously paid monies that have not been encumbered or spent.

9. Island Walk. The Developer shall grant a non-exclusive minimum eighteen foot (18') wide easement to the Village or other Governmental Entity for the Island Walk. The easement (a form of which is attached as Exhibit D) shall contain a covenant and restriction that the Island Walk will be and remain an open space boardwalk with landscaping and other amenities to be determined through an SAP Permit and shall remain reasonably available for access and use by the public, from 6 AM to midnight, except where an abutting commercial establishment closes later, the closing time should extend commensurate to the commercial establishment's closing hours ("Permitted Times") which will expressly allow the non-exclusive use of the Island Walk by general members of the public; subject to the Village's regulations for the Island Walk, and further subject always however, to the following continuing conditions and limitations:

   (a) The non-exclusive use of the Island Walk by general members of the public shall not create, and shall never be construed or interpreted to create a dedication to the public; notwithstanding the foregoing however, members of the public shall have non-exclusive use of the Island Walk solely for ingress and egress over the Island Walk for pedestrian traffic, subject to the provisions of this paragraph;

   (b) The Developer shall have the exclusive ability to restrict or prevent access to the Island Walk to any specific member(s) of the public as they may deem appropriate to avoid loitering, creating a nuisance, restricting access during certain times as exceptions to the Permitted Times ("Special Functions") and/or otherwise violating the rules and regulations adopted with respect to the Island Walk and Developer retains at all times the right and ability to seek to enforce the foregoing and laws related to trespass;

   (c) The Island Walk is a privately owned (non-governmentally owned) property and shall not be, nor shall it ever be by reason of any provision or provisions of this Agreement a public forum, limited public forum, or any other type of public forum as may exist now or in the future for purposes of the exercise of rights pursuant to the First Amendment to the United States Constitution and any companion provision under the Florida Constitution;

   (d) The Island Walk and its use shall be and remain subject to rules and regulations as Developer may impose;

   (e) The use of the Island Walk by the public shall be limited to Permitted Times, other than during Special Functions;

   (f) Developer may reasonably limit use or preclude use of the general members

of the public on the Island Walk for Special Functions;

(g) Developer shall have the right (but not the obligation) to conduct such surveillance and security functions and activities as the Developer deems appropriate;

(h) Use of the Island Walk shall be subject to temporary disruption as Developer may reasonably designate in connection with activities Developer conducts, such as construction or repairs, and other activities conducted on portions of the Property;

(i) Use of the Island Walk shall be in its then "AS IS" condition and any party using the Island Walk does so at their own risk and, to the extent permitted by Florida Law;

(j) Developer shall construct the Island Walk at a minimum elevation of 7.5 feet NGVD and provide sufficient transitions on its Property to adjacent properties at time of construction. After construction of the Island Walk any required change to the transitions due to modifications being made by an abutting property owner shall be the sole responsibility of the abutting property owner;

(k) Developer shall not be denied access at any time across the Island Walk non-exclusive easement except in connection with the Village's temporary and limited exercise of its police power in connection with emergency response, emergency repairs, or crime scene investigation;

(l) Developer may assign its rights and responsibilities relating to the Island Walk to a Governmental Entity; and

(m) Developer understands that there are civic advantages to having the Island Walk completed as soon as reasonably possible. With that in mind, Developer shall make good faith, commercially reasonable efforts to construct and open the Island Walk in the "Sunbeam - NBV South-West" quadrant within five (5) years of the Effective Date, and fifty percent (50%) of the total Island Walk for the Project within ten (10) years of the Effective Date. However, the parties acknowledge that such dates may be impacted by (i) safety and security during construction, (ii) seawall construction, (iii) existing permitted uses, and (iv) interim use by the Miami-Dade Fire Department.

The Island Walk shall be constructed and maintained at the Developer's, or valid successor entity's, sole cost. To the extent permitted by Florida Law, Developer or a successor entity shall either (1) execute an indemnification agreement holding the Village harmless from claims of parties raised in connection with the Island Walk, in a form reasonably acceptable to the Village Attorney; or (2) obtain and keep current appropriate insurance policies that name the Village as an additional insured under terms reasonably acceptable to the Village's risk manager. All signage for public accessways to the Island Walk shall be constructed in substantial accordance with Exhibit "H" and shall be lit at night.

10. Necessity of Complying with Local Regulations Relative to Development Permits. The Developer and the Village agree that the failure of this Agreement to address a particular permit, condition, fee, term, or restriction in effect on the Effective Date of this

Agreement shall not relieve Developer of the necessity of complying with the regulations governing said permitting requirements, conditions, fees, terms, or restrictions as long as compliance with said regulations and requirements do not require the Developer to develop the Property in a manner that is materially inconsistent with the Project Approval and this Agreement. Further, if federal, state and county laws or ordinances are enacted after the execution of this Agreement which are applicable and preclude Developer's compliance with the terms of this Agreement, then this Agreement shall be construed to the extent possible, in whole or part to comply with relevant federal, state and county laws or ordinances so as to not create a default of this Agreement by Developer.

11. Impact Fees, Payment in Lieu Thereof.

a. The impact fees imposed by the Village that are in effect as of the Eeffective Ddate of this Agreement and that would apply to the development of the Project are specifically provided in Exhibit "C." The Village warrants that the impact fees were calculated and adopted in accordance with Section 163.31801, Florida Statutes (2022).

b. It is agreed and understood by the parties that no other impact fees imposed by the Village other than those listed in Exhibit "C" will apply to the development of the Project.

c. The Village shall waive all impact fees associated with the development of any workforce housing units.

d. Payment in Lieu of Impact Fees and Waiver. Subject to Paragraph 4.g, within thirty (30) days of the Village confirming in writing that there is sufficient capacity to serve the Property at the total number of units and floor area set forth in Paragraphs 6a.1 and 6.a.2 of this Agreement, Developer shall pay to the Village the sum of $6,880,000.00 as a partial payment in lieu of impact fees, which sum shall be applied against impact fees owed (when due) in the following manner; the first $1,000,000 shall be applied generally against parks and recreation impact fees (park open space and park improvement impact fees in equal shares); and thereafter second, police impact fees; third, remaining park open space impact fees; fourth, remaining park improvement impact fees; fifth, water impact fees; and sixth, wastewater impact fees. The Village confirms that it will use the payment in lieu of impact fees in compliance with Section 163.31801, Florida Statutes (2022) and the Village's enabling ordinances. The Developer waives any claim against said payment in lieu of impact fees based in whole or in part on the manner, time, or purpose for which these monies are spent by the Village, and the Village reserves the right to use these funds to address its infrastructure needs as it determines in its sole and absolute discretion, provided that if a court of competent jurisdiction finds that a payment in lieu of impact fees to be unlawful, then any payments made pursuant to this subparagraph shall be reclassified as impact fees and spent by the Village in accordance with applicable law. Developer shall be entitled to a credit against impact fees in the amount paid in lieu of impact fees pursuant to this Paragraph 11.d that may be applied against impact fees due for any development until such time as the

balance of the credit has been exhausted. Under no circumstances shall the Developer be entitled to a refund of the payment in lieu of impact fees and Developer waives any potential refund of any payments in lieu of impact fees under this Paragraph 11.d.

e. No new impact fees or increases to the fees in existence as of the Effective Date shall be adopted by the Village or otherwise be applied to the development of the Project during the Term or any extension of the Term. In the event that the Village decreases any impact fee after the Effective Date of this Agreement, the Village shall apply the decreased impact fee to the Project.

f. In accordance with Section 163.31801 (4)(e) Florida Statutes (2022), unless otherwise provided for in this Agreement, the collection of impact fees shall not occur earlier than the date of issuance of the building permit for the structure that is subject to the fee.

g. The Village agrees that all impact fees paid by the Developer shall be expended no later than seven (7) years from the date of remittance. Any unexpended impact fees shall be refunded to the Developer.

h. The Village and Developer shall coordinate their efforts to derive the maximum benefits of any impact fee payments in favor of the Project and the Village. To the extent allowed under the Village Code, the Developer shall be entitled to impact fee credits for any and all work performed by or donations, including land dedication, site planning and design, or construction, made by the Developer after the Effective Date of this Agreement for which impact fee credits can be awarded.

i. Special Fire Service Contribution. To assist the Village with funding construction of a new Miami-Dade County Fire Station No. 27 within the municipal boundaries of the Village, the Developer shall contribute One Million Three Hundred and Seventy-Five Thousand Dollars ($1,375,000.00) to the Village within 90 days of the Effective Date of this Agreement. The contribution shall be credited against building permit fees or contributions in lieu of building permit fees as described in Paragraph 13.

j. Temporary Fire Services Location. Developer has offered, subject to the execution of a lease between the Developer and Miami-Dade County, the portion of its Property located at 1551 79th~~th~~ Street Causeway for a temporary fire and emergency medical services location for a period of four (4) years from the Effective Date of this Agreement.

12. Density and Community Contribution Fees ("CCF").

a. The maximum density allowed on the Property shall consist of the following components:

Type	Density	Units	CCF per unit(l)	Total CCF

Base	70 dua	903	None	$0
Tier I	71-120dua	645	$5,000	$3,225,000
Tier 2	121-142 dua	285	$10,000	$2,850,000
Voluntary Contribution (2)	143-150 dua	103	$40,000	$4,120,000
Total	150 dua	1,936		$10,195,000

(1) The CCF that are in effect as of the effective date of this Agreement and that would apply to the development of the Project are specifically provided in Section 15.2.H.4.a of the ULDC (2022) and detailed in Exhibit "D". The CCF described above represents a reduction of CCF in accordance with Resolution No. 2021-10.

(2) CCF fees have been calculated based on a density of 142 units per acre. In lieu of the CCF due for the 103 dwelling units that result from an increase in density from 142 to 150 units per acre, the Developer has agreed to contribute $4,120,000.0 as set forth in Paragraph 12.b.

The Village shall review the Comprehensive Plan and Land Development Regulations, and if necessary, may consider any amendments necessary to effectuate the terms of this Paragraph 12.

b. Subject to Paragraph 4.g, Developer shall pay to the Village the sum of $4,120,000, in lieu of the CCF that would be due for 103 dwelling units resulting from the increase from 142 dwelling units per acre to 150 dwelling units per acre.

c. Within 90 days of the Effective Date of this Agreement, Developer shall pay the Village the sum of $1,518,750 representing 25% of the total CCF due for Tier I and Tier 2, which payment shall extend the Project Approval through the Term or any extension of the Term of this Agreement subject to compliance with all terms of the Project Approval and this Agreement. Thereafter, prior to obtaining each building permit for base, Tier 1, or Tier 2 residential dwelling units, Developer shall pay the remaining CCF of $2,485.68 per residential dwelling unit (the "Per Unit Fee") to be constructed under such building permit, said amount representing 75% of the CCF due for Tier I and Tier 2 on a per unit basis (75% of total CCF for Tier 1 and Tier 2 up to 142 units per acre divided by 1,833 units).

d. If additional property is added to the Project Approval subsequent to its initial adoption, any additional units sought through bonus density shall not be subject to the reductions set forth in Resolution No. 2021-10.

e. It is agreed and understood by the parties that no community contribution fees other than those described in this Paragraph 12 will apply to the development of the Project.

f. No new community contribution fees or increases to the fees in existence as of the Effective Date shall be adopted by the Village or otherwise be applied to the Project during the Term (and any extension to the Term).

13. Alternative Plans Review and Inspections. The Village acknowledges that it is the intent of the Developer to contract with a private provider to provide building code inspection services with regard to this Project and will make payment directly to the private provider for the provision of such services as permitted by Section 553.791, Florida Statutes

(2022). As a result of the use of a private provider, the Village shall reduce the permit fee by the amount of the actual cost savings realized by the Village for any services not performed. Private providers shall provide timely reports of plan review and inspections to the Village. To the extent permitted by Florida Law, Developer shall pay a contribution in lieu of building permit fees for administration, building code compliance, and supervising/monitoring of the work of private providers which shall be based on the cost that is actually incurred, including the labor cost of the personnel providing the service, by the Village or attributable to the Village for the clerical and supervisory assistance required, or both. All contributions in lieu of building permit fees paid by the Developer shall be credited against building permit fees that would otherwise be charged by the Village for each building permit.

14. Marina. Subject to the Village and Developer entering into a mutually acceptable agreement for revenue sharing of 5% of the gross revenue of Developer, its affiliates, subsidiaries, successors, or assigns (including third-party marina operators), from (i) marina dockage mooring fees, and (ii) other marina-related activities on submerged lands adjacent to the Property ("Marina Agreement"), the Village acknowledges that it is the intent of the Developer to finance, build, operate and maintain a marina on submerged lands adjacent to the Property for the benefit of the general public and the Project and the Village shall actively assist the Developer in seeking approvals for a marina on state submerged lands adjacent to the Property. Upon execution of a Marina Agreement acceptable to the Village, the Village confirms its desire for the Developer to take any and all actions necessary to attain submerged land rights and permits for a marina adjacent to the Property and to incorporate the marina into the Project and the Village will use reasonable efforts to assist the Developer in this program, including being the applicant for the marina and applying for county, state or federal grants, subject to Developer's responsibility to obtain all required approvals from other agencies or entities with jurisdiction. The Village shall withhold permits for marina facilities until such time as the Village and Developer enter into a Marina Agreement. Developer may partner with any other governmental or institutional agency other than the Village provided the Village and Developer have executed a Marina Agreement. Developer may partner with any entity or governmental or institutional agency prior to execution of a Marina Agreement subject to Village approval, which shall not be unreasonably withheld. The Village agrees that Developer may partner with any of the following entities without Village approval: educational institutions such as the University of Miami, Florida International University, Nova Southeastern University and Florida Atlantic University; Waterkeepers; Friends of the Everglades; any reputable water taxi company. The Village has no obligation whatsoever to identify or obtain any such approvals. Any reasonable costs incurred by the Village in its efforts to further the intent of this Paragraph, including but not limited to consultant retention, consultant work, legal, and project-specific clerical and administrative work, shall be reimbursed by Developer within thirty (30) days of the Village's delivery of an invoice to the Developer. Third party consultants shall not be retained without the prior consent of the Developer. If the Developer and the Village cannot mutually agree on a third party consultant, the Village may elect not to proceed with further efforts contemplated by this Paragraph.

15. Ferry. The Village acknowledges that it is the intent of the Developer to seek an operator for a ferry to provide multi-modal transportation to and from the Property for benefit of

the general public and the Project. The Village confirms its desire for the Developer to take any and all actions necessary to attract an operator for a ferry and the Village will use reasonable efforts to assist the Developer in this program, including being the applicant for any ferry stop(s) and applying for county, state or federal grants, subject to Developer's responsibility to obtain all required approvals from other agencies or entities with jurisdiction. The Village has no obligation whatsoever to identify or obtain any such approvals. Any reasonable costs incurred by the Village in its efforts to further the intent of this Paragraph, including but not limited to consultant retention, consultant work, legal, and project-specific clerical and administrative work, shall be reimbursed by Developer within thirty (30) days of the Village's delivery of an invoice to the Developer. Third party consultants shall not be retained by the Village without the prior consent of the Developer. If the Developer and the Village cannot mutually agree on a third party consultant, the Village may elect not to proceed with further efforts contemplated by this Paragraph.

16. Overwater Pedestrian Walkways. The Village acknowledges that it is the intent of the Developer to finance, build, operate and maintain overwater pedestrian walkways for benefit of the general public and the Project. The Village confirms its desire for the Developer to take any and all actions necessary to build and operate overwater pedestrian walkways and the Village will use reasonable efforts to assist the Developer in this program, including being the applicant for the overwater pedestrian walkways and applying for county, state or federal grants, subject to Developer's responsibility to obtain all required approvals from other agencies or entities with jurisdiction. The Village has no obligation whatsoever to identify or obtain any such approvals. Any reasonable costs incurred by the Village in its efforts to further the intent of this Paragraph, including but not limited to consultant retention, consultant work, legal, and project-specific clerical and administrative work, shall be reimbursed by Developer within thirty (30) days of the Village's delivery of an invoice to the Developer. Third party consultants shall not be retained by the Village without the prior consent of the Developer. If the Developer and the Village cannot mutually agree on a third party consultant, the Village may elect not to proceed with further efforts contemplated by this Paragraph.

17. Pedestrian Bridges. The Village acknowledges that it is the intent of the Developer to construct one or more pedestrian bridges across Kennedy Causeway to provide multi-modal transportation to and from the Property for benefit of the general public and the Project. If the Village Commission confirms its desire for the Developer to take any and all actions, to develop one or more pedestrian bridges across 79th~~th~~ Street Causeway, and the Developer commits to (a) developing any such overpass with a notable, iconic design agreed upon by Village and Developer, and (b) opening such overpass for the use of the general public subject to reasonable rules and regulations, the Village agrees to assist Developer in obtaining approvals for the pedestrian overpass, including being the applicant and applying for county, state or federal grants, necessary to construct one or more pedestrian bridges across Kennedy Causeway and the Village will use reasonable efforts to assist the Developer in this program, subject to Developer's responsibility to obtain all required approvals from other agencies or entities with jurisdiction. The

Village has no obligation whatsoever to identify or obtain any such approvals. Any reasonable costs incurred by the Village in its efforts to further the intent of this Paragraph, including but not limited to consultant retention, consultant work, legal, and project-specific clerical and administrative work, shall be reimbursed by Developer within thirty (30) days of the Village's delivery of an invoice to the Developer. Third party consultants shall not be retained by the Village without the prior consent of the Developer. If the Developer and the Village cannot mutually agree on a third party consultant, the Village may elect not to proceed with further efforts contemplated by this Paragraph.

18. Shoreline Development approval. The Developer shall seek and obtain approval from the Shoreline Development Review Committee of Miami-Dade County, Florida. The Village shall provide written support of the Developer's application to the Shoreline Development Review Committee of Miami-Dade County, Florida.

19. Financing of Improvements and Bond Requirements.

    a. Financing. With respect to the Project improvements which provide a public benefit, specifically those contemplated in Paragraphs 6.a.4, 7.c, 9, 14, 15, 16, 17 and 20 of this Agreement, the Village shall assist the Developer in funding portions of, where practicable in the Village's sole discretion: (1) the creation of a Community Development District or other Governmental Entity; (2) the use of conduit-financing; (3) the use of impact fees and/or community contribution fees generated from this Project or other projects in the Village to the extent specific improvements can be funded by the specific impact fees or community contribution fees; and, (4) application for grants, subject to the Developer's reimbursement of documented expenses incurred by the Village to obtain any such grants.

    b. Bond for Public Facilities. Before the Developer commences public infrastructure or right-of-way improvements, (i) the Developer shall execute, deliver to the Village and record in the public records of Miami-Dade County, a separate payment and performance bond for one hundred ten percent (110%) of the total cost of the improvements made at the time, which bonds shall be in compliance with the terms of Section 255.05, Florida Statutes naming the Village as a beneficiary thereof, as obligee; or (ii) in lieu of such bond, the Developer shall file with the Village an alternative form of security in the form of cash, irrevocable letter of credit, or other security of the type listed in Section 255.05(7) or Part II of Chapter 625, Florida Statutes.

    c. Sea Wall Grant. The Village and Developer shall cooperate to apply grant funding, of up to $3,000,000 that the Village may be eligible for, towards the costs to design and construct improvements to the sea wall abutting the portion of the Property on the north side of 79th Street Causeway to improve resiliency and sustainability (the "Sea Wall Improvements"), so long as applying the grant funding to the Property does not result in an increase in financial costs or significant delays to the Developer's construction of the Sea Wall Improvements or results in the transfer of property rights from the Developer. The sea wall

grant funding is envisioned as a reimbursement of design and construction costs expended to construct the Sea Wall Improvements. Within three (3) days from the Effective Date, the Village shall provide Developer with an estimate of costs and time, and Developer agrees to respond to Village within three days after receiving the estimate to advise the Village whether it considers the costs and timing acceptable. If Developer finds the costs and timing acceptable, the Village and Developer will negotiate further agreements, protocols, or procedures as necessary to effectuate the intent of this Paragraph 19.c. If the Developer finds the costs and timing unacceptable, this Paragraph 19.c will cease to be of any force or effect and neither party shall be bound by its terms. The Village acknowledges that Developer's finding shall be made in Developer's sole discretion and shall not be argued to be bad faith.

20. Community Development District. Pursuant to Chapter 190 Florida Statutes (2022), Developer, at its sole cost and expense, desires to create and Village concurs in the creation of a Community Development District ("CDD"), to be comprised only of owners within the Project boundaries, for the purpose of, without limitation of any rights allowable under Florida Statutes, (i) creating a long term mechanism to ensure the proper operation and maintenance of certain infrastructure and improvements benefitting the Project, (ii) enforcement of non-compliance of maintenance or insurance standards for such improvements, and (iii) financing and managing infrastructure related to and for the benefit of the Project, including but not limited to water and sewer improvements, garages, civic spaces, landscaping and common areas. Among other things, the CDD will develop and publish maintenance standards that shall be imposed on all property owners within the Project. The Village further agrees that it is appropriate to grant the CDD that may hereafter be established with respect to the Project, the right to exercise the powers granted to it by Chapter 190, Florida Statutes (2022), to undertake its own district infrastructure projects inside and outside of its respective boundaries. Developer shall submit a petition to the Village to establish the CDD within two (2) years of the Effective Date of this Agreement. Developer shall establish a Board to control and manage the CDD. Developer understands that to the extent allowed by law, any portion of the Property that becomes public property or otherwise becomes tax exempt shall be exempt from taxes, assessments, user fees, or any other charges imposed by the CDD.

21. Workforce Housing Density Bonus. This paragraph shall meet the requirements of Section 15.2.H of the ULDC (2022).

    a. Definitions supplemental to Paragraph 12 of this Agreement:

        1. "Area Median Income" means the median income level for the Miami- Dade County Metropolitan Statistical Area, as established and defined in the annual schedule published by the Secretary of the U.S. Department of Housing and Urban Development, and adjusted for household size.

ii. "Certificate of Qualification" means a certificate approved by the Village or its designee and used by the Developer to establish a Qualified Household's eligibility to purchase or rent a WHU.

iii. "Control Period" means a 30-year period during which the affordability restrictions shall apply, which period shall commence from the date the Covered Development and Workforce Housing Units are available for public occupancy as evidenced by the issuance of certificate of occupancy or temporary certificate of occupancy for the Covered Development.

iv. "Covered Development" means the WHUs that shall be developed on the Property.

v. "County" means Miami-Dade County.

vi. "Eligible Household" means a household whose total income is between 80% and 140% of Area Median Income.

vii. "Eligible Household Income" means any income derived by any proposed occupants of a WHU who are 18 years of age or order and who will use the WHU as their primary residence.

viii. "Household" means any natural person who occupies a WHU as their primary residence.

ix. "Market Rate Dwelling Units" means all additional dwelling units in a development that are not WHUs as defined herein.

x. "Qualified Household" means an eligible household that has received a certificate of qualification from the Developer, as verified by the Village.

xi. "WHU" means a workforce housing unit.

b.

Notwithstanding Developer's option to satisfy its workforce housing obligations under this Agreement through the community benefits package outlined in Paragraph 7.d.ii above, Developer nevertheless agrees that in the event Developer obtains required approvals by all governmental entities with jurisdiction and is issued a final non-appealable building permit authorizing construction of the marina described in Paragraph 14 with a minimum of 50 slips, within 36 months of obtaining said approvals, the minimum number of WHUs provided by Developer shall be increased by four percentage points, i.e.: (i) to four percent (4%) of all multi-family residential units located within the Project if Developer elects to satisfy its density bonus obligations through Paragraph 7.d.ii above or (ii), ~~At all times, a minimum of 6% of all multi-family residential units located within the Project shall be WHUs, except as provided below:~~

~~Within 36 months of Developer obtaining required approvals by all governmental entities with jurisdiction and issuance of a final non-appealable building permit authorizing construction of the marina described in Paragraph 14 with a minimum of 50 slips, the minimum number of WHUs provided by the Developer shall be increased~~ to 10% of all multi-family residential units located within the Project if Developer elects to satisfy its density bonus obligations through Paragraph 7.d.i. above,

provided that:

1. to the extent Developer elects to satisfy its density bonus obligations through Paragraph 7.d.i above, all WHUs above 6% of all multi-family residential units located within the Project, may be offsite, on property located in North Bay Village that is zoned for multi-family occupancy;
2. to the extent Developer elects to satisfy its density bonus obligations through Paragraph 7.d.ii above, all offsite WHUs shall be new construction owned and operated by the Developer;
3. all WHUs above 5% of all multi-family residential units located within the Project may be constructed as studio or one-bedroom apartments with a minimum of 500 square feet of tenancy; and
4. all WHUs above 5% of all multi-family residential units located within the Project will be made available for Eligible Households with total income between 100% and 140% Area Median Income.

c. To the extent Developer elects to satisfy its density bonus obligations through Paragraph 7.d.i above, Developer agrees that ~~A~~an annual inventory of WHUs shall be provided to the Village and~~. A~~ a minimum of 5% of all multi-family residential units located within the Project will be made available for Eligible Households with total income between 80% and 100% Area Median Income with the balance of the WHUs to be made available for Eligible Households with total income between 100% and 140% Area Median Income. To the extent Developer elects to satisfy its density bonus obligations through Paragraph 7.d.ii above, Developer agrees that all WHUs constructed on the 1601-1657 North Treasure Drive properties will be made available for Eligible Households with total income between 100% and 140% Area Median Income.

d. To the extent Developer elects to satisfy its density bonus obligations through Paragraph 7.d.i above, Developer shall determine in its sole discretion the location of workforce housing units on the Property so long as at least fifty percent (50%) of the residential buildings throughout the Property shall contain one or more WHUs. A building that satisfies its WHU requirement by contributing an "in-lieu" fee to the Village's workforce housing fund pursuant to Paragraph 7.d.ii above or Section 8.10.2 of the ULDC (2025) shall be considered to contain a WHU for purposes of this Paragraph.

e. To the extent Developer elects to satisfy its density bonus obligations through Paragraph 7.d.i above, ~~I~~in each building in which WHUs are being built, the WHUs shall be built simultaneously with or prior to the non-WHUs.

f. To the extent Developer elects to satisfy its density bonus obligations through Paragraph 7.d.i above, WHUs shall proportionally contain the same number of bedrooms and quality of construction as non-WHUs in the building in which the WHUs are located.

g. To the extent Developer elects to satisfy its density bonus obligations through Paragraph 7.d.i above, ~~T~~the interior building materials and finishes of the WHUs shall be substantially the same type and quality as the non-WHUs in the building in which the WHUs are located.

h. WHUs shall be leased only to Qualified Households during the Control Period. Qualified Households shall be provided leases of a minimum period of 12 months, which shall comply with all applicable federal and state laws. WHU leases shall, at minimum, include: (i) provisions that specify the maximum household size allowed in the unit; (ii) a prohibition against subleasing; and (iii) a requirement that qualified household shall report any changes in household size or income during his or her tenancy.

i. The Covered Development may only be rented, before the expiration of the Control Period, by Qualified Households to be used as primary residences for those households. Prospective Eligible Households seeking to rent a WHU shall complete and execute the Certificate of Qualification as part of their unit lease application. Completed copies of the Certificate of Qualification, executed by the Developer or their designee, shall be transmitted to the Village for a verification of eligibility by the Village Manager or designee. Upon determination of eligibility by the Developer, the Developer shall sign the Certificate of Qualification confirming that the Eligible Household is a Qualified Household. The property manager or property owner of the Covered Development shall retain the original Certificate of Qualification on site in the Qualified Household's file and provide a copy of the same to the Village. Copies of documents provided by the Eligible Household evidencing their earnings shall be retained in the Qualified Household's file along with the Certificate of Qualification.

j. A Certificates of Qualification shall be valid for 12 months. The Village hereby authorizes the Developer to issue Certificates of Qualification for execution by a prospective or current Eligible Household, subject to verification by the Village Manager or designee.

k. Before the expiration of the Control Period, WHUs may only be rented at rents that do not exceed the maximum monthly rent limit as determined and published by U.S. Department of Housing and Urban Development for Miami-Dade County.

l. Developer shall comply with all monitoring requirements established by the Village. The Village may conduct, upon 48-hours' notice to the Developer, an on-site inspection of the Covered Development to review client files for income verification. If a Qualified Household's Eligible Household Income increases above the maximum allowed income levels or a rented WHU is found to be non-compliant, the household may choose to remain in the WHU for the remaining term of the lease, and the property owner or manager shall make the next comparable vacant unit at the Covered Development available to an eligible household at the WHU rent.

m. Developer shall, on an annual basis, furnish the Village with an occupancy report, which provides the following information: (a) a list of all occupied WHUs, indicating composition of each resident family, as of the end date of the reporting period; (b) a list of all vacant WHUs, as of the end date of the reporting period; (c) the total number of vacancies that occurred during the reporting period; and (d) the total number of WHUs that were re-rented during the reporting period, stating family size and income. The Developer shall permit Village representatives to conduct on-site inspection of the Covered Development, upon

48-hours' notice, to review tenant files for income verification.

n. On or before January I of each year, Developer shall provide an annual report to the Village, demonstrating that all of the occupied WHUs are being leased to Eligible Households and shall execute and submit a sworn statement attesting to the veracity and accuracy of the annual report.

o. Developer is permitted to sell the Property at all times, and the Developer hereby agrees that the WHU and rental restriction requirement outlined herein shall run with the land and continue to apply to the Covered Development following any sale or transfer of the Covered Development through the expiration of the Control Period. Any deed for the transfer of one or more WHUs shall expressly state on its face that the unit(s) is/are restricted by this Paragraph 21 of this Development Agreement. The restrictions of this paragraph shall not be made subordinate to the interest of any mortgagee, lender, or lienor, and any interest in WHUs on the Property taken by such mortgagee, lender, or lienor shall be subject to the restrictions and requirements herein.

p. If the Property is converted into a condominium or other "for sale" project (other than by a subsequent owner after a foreclosure sale of a mortgage or deed in lieu of foreclosure transfer of ownership), then prior to entering into the first contract for sale of a WHU as a "for sale" unit, the Developer shall enter into a new covenant in favor of the Village for a "for sale" project in accordance with the current restrictions for such units as established by the Village and shall require all purchasers to abide by the restrictions. Such covenant shall grant to each Qualified Household occupying a WHU, at the time the Developer is required to provide a notice of intended conversion in accordance with Section 718.608, Florida Statutes (2022), a right of first refusal to purchase the WHU. Such covenant shall also grant to the Village, among other things, the Village's right of first refusal to purchase any or all of the WHUs in the event that a Qualified Household does not purchase the WHU within six months from the first date Developer or its successors or assigns offers the WHU for sale. In the event Qualified Households or the Village do not exercise their right of first refusal option, the Developer shall continue to market and sell or rent such WHUs to Qualified Households throughout the Control Period.

q. The Control Period shall expire 30 years from the date when the WHUs forming part of the Covered Development are first placed into service, as evidenced by the issuance of a certificate of occupancy or temporary certificate of occupancy by a local government agency authorizing the use of the WHUs as primary residences. Upon the expiration of the Control Period, the Village shall record in the Public Records of Miami-Dade County an instrument releasing the Covered Development from its obligation to provide WHUs, and the Developer, or its successors and assigns, may freely lease or sell the Property or individual units at the market rate.

r. Developer shall provide the Village with notice of its intention to commence leasing. The notice shall set forth the number, size, rents, and location of the WHU units. Following the transmittal of the notice of Developer's intention to commence leasing and the initial lease of the WHUs, any subsequent offering of a WHU for lease shall not be subject to the notice requirements set forth in this paragraph. As part of this notice, the Developer and its agents or representatives shall also provide the Village with the contact information for the Developer and

its agents and representatives.

s. Developer shall not discriminate against any person in the exercise of its obligations under this Declaration, and all such actions shall be taken without regard to race, age, religion, color, gender, sexual orientation, gender identity or gender expression, status as a victim of domestic violence, dating violence, or stalking, national origin, marital status, physical or mental disability, political affiliation, source of legitimate income, or any other factor which cannot be lawfully used. For purpose of clarity, the foregoing limitations shall not be construed to preclude the Developer from denying an Eligible Household an opportunity to lease a WHU unit based upon such factors as the Eligible Household's poor credit history or their inability to demonstrate household income sufficient to pay the WHU Rents and any other financial obligations. Additionally, to the extent permissible by law, the Developer shall not be precluded from providing preference to lease to Eligible Households where one or more members of the Eligible Household is employed in a business located in the Project, or to Qualified Households with at least one household member that meets the eligibility criteria of the Florida Hometown Heroes Loan Program set forth in Exhibit "F ."

t. Where construction has occurred on the Property or any portion thereof pursuant to a lawful permit issued by the Village, and inspections made and approval of occupancy given by the Village, then such construction, inspection, and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Agreement.

22. Reservation of Development Rights. For the Term (and any extension to the Term), the Village hereby agrees that it shall permit the development of the Project in accordance with the Project Approval, the Land Development Regulations, the Comprehensive Plan, and the existing laws and policies as of the Effective Date of this Agreement that are or may be applicable to the Property, subject to the conditions of this Agreement. The Property shall not be subject to downzoning, unit density reduction, or any other limitation upon the development rights or the operation of the Project in effect upon the Effective Date of this Agreement and during the Term (and any extension to the Term) of this Agreement. However, nothing herein shall prohibit an increase in development density or intensity within the Project in a manner consistent with the Comprehensive Plan and the Land Development Regulations, provided that an increase in density shall result in pro rata adjustments to the impact fees due to the Village pursuant to law and as affirmed by Paragraph 11 of this Agreement.

    The expiration of this Agreement, for whatever reason, shall not be considered a waiver of, or limitation upon, the rights of the Developer, including, but not limited to, any claims of vested rights or equitable estoppel, obtained or held by the Developer or its successors or assigns to continue development of the Project in conformity with the Project Approval and all prior or subsequent Development Permits or development orders granted by the Village, including, but not limited to, those rights granted under the Comprehensive Plan and the Land Development Regulations, as in effect on the Effective Date or as subsequently amended.

23. Security During Construction. Developer shall secure the Property at all times prior to and during construction consistent with the Village's requirements, as of the Effective Date of this Agreement, for vacant development parcels. Developer shall provide for pest control,

fencing, properly secured wind screens for any vacant portions of the Property not actively under construction to the satisfaction of the Village Manager and subject to existing Village regulations. On or before the declaration of Warning or Watch for a Tropical Depression or storm of greater intensity, Developer shall cause the construction site and materials to be secured so as to minimize the probability of airborne debris.

24. Phasing and Timing. Within twelve (12) months of the Effective Date of this Agreement Developer shall submit to the Village Manager a timetable indicating the timing for the first building permit and the phasing of the construction of the Project. The Village understands that the Developer's submission of the timetable only represents the Developer's intended timetable and phasing plan and may be amended from time-to- time by the Developer in the Developer's sole discretion. The Developer shall inform the Village Manager, in writing, and changes to the timetable indicating the phasing of the construction of the Project. Within no more than two (2) years from the Effective Date of this Agreement, Developer commits to submit a master building permit package for the first master building permit for residential construction of at least 100 units.

25. Public Art.

    a. Developer will include, or cause to be included, the concrete pedestal in the canal west of the Project in the installation of art within the Project's Open Space, provided the Village and all other governmental entities having jurisdiction grant the necessary approvals, including any easement or license for the use of the concrete pedestal. Developer shall develop a concept for the concrete pedestal within two (2) years (subject to approval of the Village Manager, which shall not be unreasonably withheld), obtain construction, Coast Guard, Army Corps of Engineers and environmental permits within five (5) years (if required), and construct the concrete pedestal improvements in seven (7) years. In the event that such approval, easement and/or licenses cannot be obtained, it shall not be deemed a default of this Agreement.

    b. On or before any Certificate of Occupancy for the 1,000th dwelling unit, the Developer shall provide, or shall cause to be provided, and thereafter maintain, a public art component, consisting of multiple art pieces with a total value of at least one million dollars ($1,000,000.00) at time of installation, within the publicly accessible areas of the Project such as, without limitation, the Island Walk, the view corridors, or any other civic spaces and concrete pedestal described in Paragraph 25.a above.

26. Binding Effect. The obligations imposed pursuant to this Agreement upon the Developer and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees, and assigns, and a copy of this Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, at the sole cost and expense of the Developer, upon execution of this Agreement.

27. Governing Laws. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developer and the Village agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement. Further, as it relates to the enforcement and/or

interpretation of this Agreement, each party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action or counterclaim arising out of or relating to (a) this Agreement, including any exhibits attached to this Agreement; (b) any other document or instrument hereafter executed and delivered in connection with this Agreement; or (c) the transactions contemplated by this Agreement. However, this waiver shall not be applicable to any matter relating to the Developer's rights in the Property, including but not limited to matters of eminent domain or the assertion of private property rights by the Developer under the United States Constitution and the Florida State Constitution and applicable Florida statutory and common law. This waiver shall survive the termination or expiration of this Agreement.

28. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

If to Village at:
Ralph Rosado
Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

With a copy to:
Village Attorney
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141.

Haydee Sera, Esq.
Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134

If to Developer at: James Bry
Sunbeam
1401 79th Street Causeway
North Bay Village, FL 33141

With a copy to: CFO
Sunbeam
1401 79th Street Causeway
North Bay Village, FL 33141

John Shubin
Shubin & Bass PA
525 Okeechobee Blvd. Suite 1680
West Palm Beach, FL 33401

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. Mail. Any party may change its notice address by providing written notice to the other parties of the new address as provided in this paragraph. The terms of this paragraph shall survive the termination or expiration of this Agreement.

29. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

30. Entire Agreement. This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations, or warranties other than as set forth herein.

31. Modification, Amendment, and Release. This Agreement may not be modified, amended, or released, except by written instrument signed by the Village Manager and the Developer (and/or its assigns, which may include, but not be limited to a Community Development District and/or master property owners' association with appropriate authority over the Property), provided that such modification, amendment, release has been approved by the Village after public hearing.

32. Default and Remedies.

    a. Default and Cure. Upon the Village's written notice of any alleged default in Developer's obligations under any section in this Agreement, the Developer shall have no less than thirty (30) days to cure such alleged default. The Developer may request the Village Manager to approve a longer period of time, not to exceed a total cure period of 150 days, to cure such alleged default, where the Village Manager determines that curing such default is impractical or commercially unreasonable within a lesser time frame. The Developer's failure to timely cure shall constitute an event of default and may, at the Village's option

and subject to the Developer's right to request review and initiate the dispute resolution process, result in termination of this Agreement, which termination is subject to any applicable legal or equitable remedies. Upon the Developer's written notice of any alleged default in the Village's obligations under any section in this Agreement, the Village shall have thirty (30) days to cure such alleged default.

b. Request for Review. In the event of an alleged default of the Developer, at any time during the cure period, the Developer may request review of the Village's preliminary determination of a default in writing (the "Request"), by providing written notice to the Village Manager. In the case of an alleged Village default, at the end of the cure period, if the alleged default has not been cured, a Request shall have been deemed to have been filed and the procedures herein invoked.

c. Dispute Resolution.

   i. Initial Meeting. Within seven Business Days after the Village's receipt of the Request, or the deeming of the Request having been filed, the Developer and the Village shall promptly hold an initial meeting to attempt in good faith to negotiate a settlement of the dispute.

   ii. Neutral. If within ten days after the Request, the parties have not negotiated a settlement of the dispute (as evidenced by a written, executed settlement agreement), the parties jointly shall appoint a mutually acceptable neutral person who is not affiliated with either of the parties or any affiliate of the Developer or the Village and who is experienced and knowledgeable in the management and operation of commercial real estate development (the "Neutral"). If the parties are unable to agree upon the appointment of the Neutral within 14 days after the Request, either party may request the American Arbitration Association (the "AAA") to select the Neutral or may require both parties to submit to any procedures of the AAA to select the Neutral, including without limitation the selection of the AAA as the Neutral.

d. Mediation. In order to resolve the dispute, the parties shall develop a non-binding alternative dispute resolution procedure such as mediation or facilitation (the "Mediation") with the assistance of the Neutral. The Neutral shall make the decision as to how, when and where the Mediation will be conducted if the parties have been unable to agree on such matters by the earlier of seven Business Days after the appointment of the Neutral or 21 days after the Request. The parties shall participate in good faith in the Mediation to its conclusion. If the parties resolve their Dispute through their own negotiations or in the Mediation, the resolution shall be reduced to the form of a written settlement agreement which shall be binding upon both parties and shall preclude any litigation with respect to such Dispute. If the parties have not resolved the dispute through the Mediation within 30 days after the Request, then, the dispute resolution shall be deemed final for purposes of this Agreement, and the Developer or the Village may institute litigation or otherwise proceed as permitted by law.

e. Interim Relief. These procedures require that the Developer use these Mediation procedures as a means of resolving a dispute prior to resorting to litigation. Notwithstanding any other provision of this Agreement to the contrary, in the

event either party desires to seek interim relief, whether affirmative or prohibitive, in the form of a temporary restraining order or preliminary injunction or other interim equitable relief concerning a dispute, including without limitation, declaratory relief, provisional remedies, special action relief, stay proceedings in connection with special action relief and any similar relief of an interim nature ("Interim Relief"), either before beginning the Mediation procedures or at any point in the Mediation procedures concerning such dispute, such party may initiate the appropriate litigation to obtain such Interim Relief.

f. If either the Developer or the Village fails to fulfill any obligation or covenant set forth in this Agreement, and provided the notice, cure, and mediation procedures of this Paragraph 32 have first been complied with, the other party will be entitled to exercise any or all remedies available under this Agreement, or at law or in equity as may be permitted by law, including but not limited to Section 163.3243, Florida Statutes. The parties expressly acknowledge and agree that either party will have the right to enforce the other party's obligations under this Agreement through an injunction, along with other legal and equitable rights and remedies as may be permitted by law, including but not limited to Section 163.3243, Florida Statutes.

g. While the parties are engaged in the dispute resolution process identified herein, the Village shall continue to process and administer permits, including but not limited to those covered by Paragraph 8 of this Agreement sought by Developer unless: (1) the alleged defaults are material and not *de minimis* violations of this Agreement; and (2) it maintains based on competent evidence that the processing and issuance of the permits would create a legitimate public safety concern that requires immediate suspension of the permit activity or otherwise frustrate the intent of a material provision of this Agreement. Alternatively, the Village may seek court relief to withhold the processing and issuance of the permits at issue.

33. Cancellation and Enforcement. Subject to the procedures of Paragraph 32, enforcement of this Agreement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his/her/its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both, as may be permitted by law. The provisions of this paragraph shall survive the termination of this Agreement.

    In determining the enforcement of this Agreement, the order of precedence of documents shall be first, this Agreement; second, the Project Approval; third, the North Bay Village Comprehensive Plan, and fourth, the ULDC (2022). As such, should there be any conflict(s) with respect to the interpretation and/or enforcement of this Agreement and any of the subordinate documents, then the terms of this Agreement shall prevail.

34. Cumulative Remedies. Nothing contained herein shall prevent the Developer or the Village from exercising any rights and remedies either party may have under law.

35. Estoppel. Each party hereto shall, from time to time, within thirty (30) calendar days following receipt of a written request from the other party, execute and deliver to the other party a certificate stating that this Development Agreement is unmodified and in

full force and effect, or, if modified, that this Development Agreement is in full force and effect as modified, and stating the modifications and stating whether or not, to the best of the certifying party's knowledge, the other party is in default in any respect under this Development Agreement and, if in default, specifying the nature and character of such default.

36. Force Majeure. It shall not constitute a default or a failure to cure if a default or failure to cure is caused by, or results from, any of the following: acts of God; acts of government, strikes, lock-outs, labor troubles, inability to procure materials, adverse weather conditions; declaration of a state of emergency under Section 252.363, Florida Statutes (2022) where the underlying condition directly affects the geographic area of North Bay Village; accidental fire that could not have been prevented through the exercise of reasonable precautions; war; civil unrest; accidents that could not have been prevented through the exercise of reasonable precautions; pandemics; hostile attacks by a third party against computer systems or networks, or other similar events beyond the control of such party (each, a "Force Majeure Event"). The party whose performance is prevented, hindered or delayed by a Force Majeure Event shall immediately notify the other party as quickly as practicable of the occurrence of the Force Majeure Event, and shall describe in reasonable detail the nature and estimated duration of the Force Majeure Event and such performance or obligation shall be excused for the time of such delay.

37. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]



LOCATION MAP

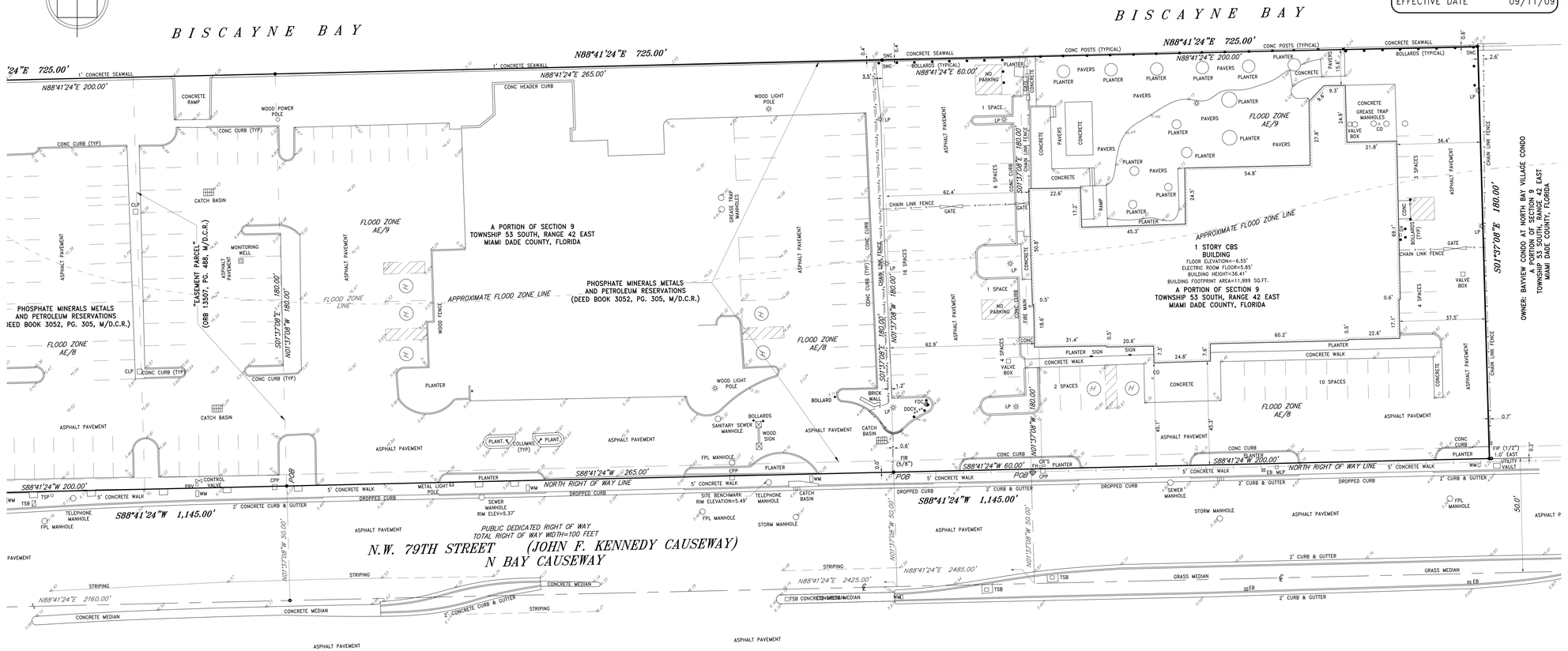
Scale: NTS

This drawing depicts the design effort of **Plusurbia Design** for this project and is issued for review solely as an instrument of the services being rendered. It remains the property of this office, and shall not be copied reproduced or exhibited unless permission in writing is granted.

SKETCH OF SURVEY

20 0 20 40
GRAPHIC SCALE IN FEET

FLOOD ZONE INFORMATION	
COMMUNITY NUMBER	120654
PANEL NUMBER	0307 L
ZONE	AE
BASE FLOOD ELEVATION	8 & 9
EFFECTIVE DATE	09/11/09



SEE SHEET 2 OF 3

NOTES :

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. THIS SURVEY WAS DONE SOLELY FOR BOUNDARY PURPOSES AND DOES NOT DEPICT THE JURISDICTION OF ANY MUNICIPAL, STATE, FEDERAL OR OTHER ENTITIES.
4. THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT.
5. UNDERGROUND IMPROVEMENTS NOT SHOWN.
6. ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29).
7. BENCHMARK REFERENCE: MIAMI/DADE COUNTY BENCHMARK P-313, ELEVATION=5.25' (NGVD29)
8. BEARINGS SHOWN HEREON ARE BASED ON THE DEED.

LEGEND:

CKD	CHECKED BY
CONC	CONCRETE
DWN	DRAWN BY
FB/PG	FIELD BOOK AND PAGE
SIR	SET IRON ROD & CAP #6448
SNC	SET NAIL AND CAP #6448
FIR	FOUND IRON ROD
FIP	FOUND IRON PIPE
FNC	FOUND NAIL AND CAP
FND	FOUND NAIL & DISC
P.B.	PLAT BOOK
M/D.C.R.	MIAMI/DADE COUNTY RECORDS
-X-	CHAIN LINK/ WOOD FENCE
ELEV	ELEVATION
EB	ELECTRIC BOX
CBS	CONCRETE BLOCK STRUCTURE
-E-	OVERHEAD UTILITY WIRES
A/C	AIR CONDITIONER
ICV	IRRIGATION CONTROL VALVE
CLP	CONCRETE LIGHT POLE
WV	WATER VALVE
CR	CABLE RISER
BFP	BACK FLOW PREVENTER
WM	WATER METER
*3.85	ELEVATIONS
TSB	TRAFFIC SIGNAL BOX
TSP	TRAFFIC SIGNAL POLE
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
CO	CLEAN OUT
PLANT.	PLANTER

I HEREBY CERTIFY THAT THE "SKETCH OF SURVEY" OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED IN THE FIELD UNDER MY DIRECTION IN JANUARY, 2021. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA ACCORDING TO CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THERE ARE NO ABOVE GROUND ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

FOR THE FIRM, BY: -------- Digitally signed by Richard E Cousins Date: 2021.12.15 08:39:18 -05'00'

RICHARD E. COUSINS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4188

SURVEY DATE : 01/11/21

COUSINS SURVEYORS & ASSOCIATES, INC.
3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954) 689-7766 FAX (954) 689-7799

CLIENT :
KATZ BARRON
ATTORNEYS AT LAW

1401, 1415, 1555 & 1601
N BAY CAUSEWAY
NORTH BAY VILLAGE, FL 33131

SKETCH OF SURVEY

REVISIONS	DATE	FB/PG	DWN	CKD
BOUNDARY & IMPROVEMENTS SURVEY	12/10/21	DATA/COLL	AM	REC

PROJECT NO: 9525-21

SCALE : 1" = 20'

SHEET 1 OF 3 SHEETS

SUNBEAM NBV SAP - SURVEY EXHIBIT 01
Scale: NTS

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Site Plan
NOT FOR CONSTRUCTION
status

SUNBEAM
1401 79th Street Causeway
MIAMI, FL 33141
client

project
Site Plan for
Sunbeam NBV SAP

Revisions

2022.03.24		Site Plan
2022.06.15		Site Plan
2022.07.12		Site Plan
2022.07.15		Site Plan
Rev.	Mk'd	Comment

Issue dates

Issue	Date
	July 15, 2022

Project data

number	202201
file	20220715 Sunbeam NBV Project SAP-SDCD [24x26]
printed	2022.07.15

Survey Exhibits

AS-1.02

sheet 4 of 12

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SKETCH OF SURVEY

20 0 20 40
GRAPHIC SCALE IN FEET

LEGAL DESCRIPTION:

FOLIO # 23-3209-000-0040

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST 2485 FEET; THENCE NORTH 1°37'00" WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE, FROM THE ABOVE ESTABLISHED POINT OF BEGINNING, CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 180.00 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 200 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 180.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF NORTHEAST 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE 200 FEET TO THE POINT OF BEGINNING.

AND FOLIO # 23-3209-000-0031

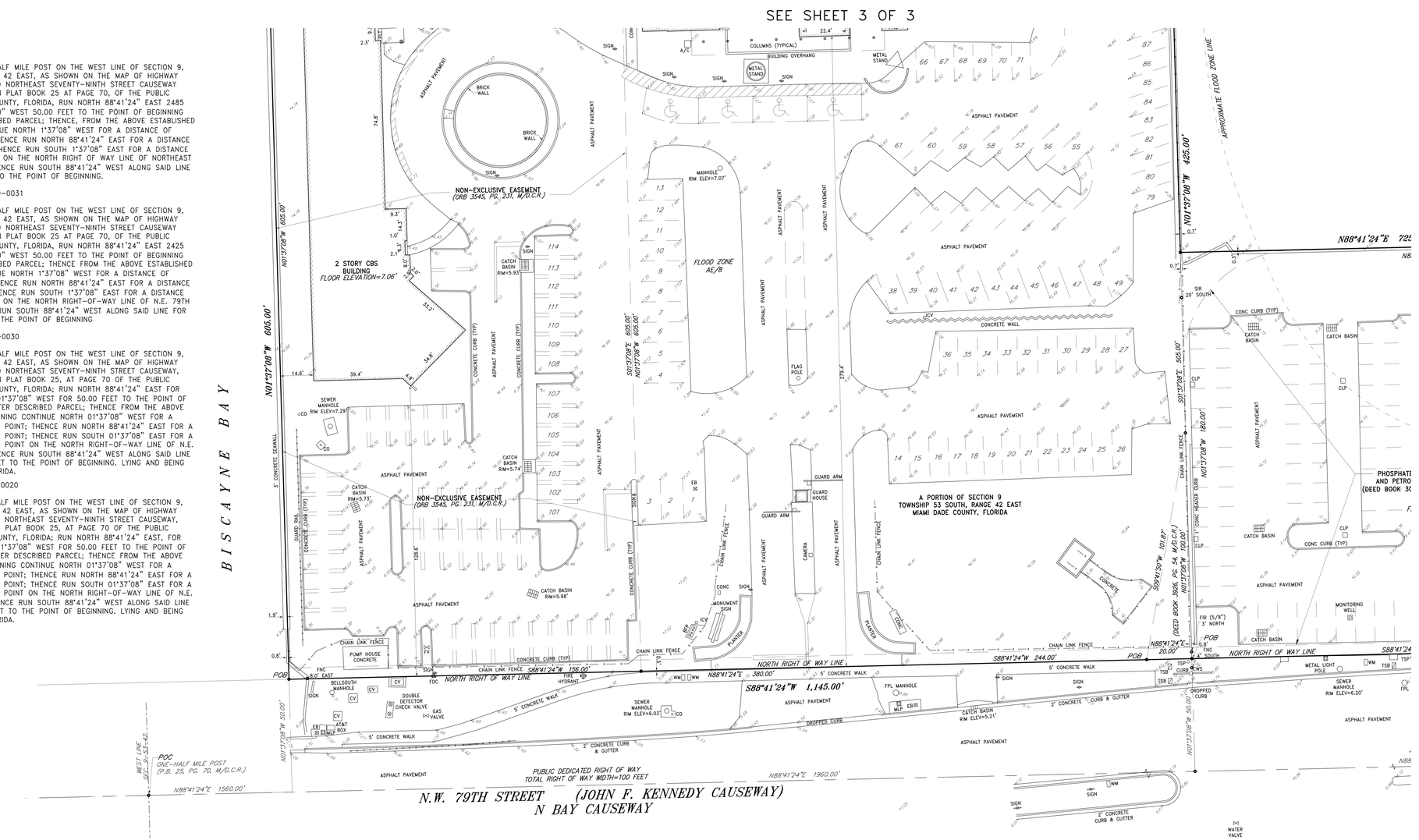
COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST 2425 FEET; THENCE NORTH 1°37'00" WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 180.00 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 60 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 180.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.E. 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING

AND FOLIO # 23-3209-000-0030

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; RUN NORTH 88°41'24" EAST FOR 1960 FEET; THENCE NORTH 01°37'08" WEST FOR 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING CONTINUE NORTH 01°37'08" WEST FOR A DISTANCE OF 180 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 200 FEET TO A POINT; THENCE RUN SOUTH 01°37'08" EAST FOR A DISTANCE OF 180 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.E. 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

AND FOLIO # 23-3209-000-0020

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; RUN NORTH 88°41'24" EAST, FOR 2160 FEET; THENCE NORTH 01°37'08" WEST FOR 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING CONTINUE NORTH 01°37'08" WEST FOR A DISTANCE OF 180 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 265 FEET TO A POINT; THENCE RUN SOUTH 01°37'08" EAST FOR A DISTANCE OF 180 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.E. 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE OF 265 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.



COUSINS SURVEYORS & ASSOCIATES, INC.
3921 SW 47TH AVENUE, SUITE 1011
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CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954) 689-7766 FAX (954) 689-7799

CLIENT :
KATZ BARRON
ATTORNEYS AT LAW

1401, 1415, 1555 & 1601
N BAY CAUSEWAY
NORTH BAY VILLAGE, FL 33131

SKETCH OF SURVEY

REVISIONS	DATE	FB/PG	DWN	CKD
BOUNDARY & IMPROVEMENTS SURVEY	12/10/21	DATA/COLL	AM	REC

PROJECT NO: 9525-21

SCALE : 1" = 20'

SHEET 2 OF 3 SHEETS

SUNBEAM NBV SAP - SURVEY EXHIBIT 02
Scale: NTS

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Site Plan
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status

SUNBEAM
1401 79th Street Causeway
MIAMI, FL 33141
client
project

Site Plan for
Sunbeam NBV SAP

Revisions

2022.03.24		Site Plan
2022.06.15		Site Plan
2022.07.12		Site Plan
2022.07.15		Site Plan
Rev.	Mk'd	Comment

Issue dates

Issue	Date
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Project data

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file	20220715 Sunbeam NBV Project SAP-SDCD [24x26]
printed	2022.07.15

Survey Exhibits

AS-1.03

sheet 5 of 12

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SKETCH OF SURVEY

20 0 20 40
GRAPHIC SCALE IN FEET

LAND DESCRIPTION:

FOLIO # 23-3209-000-0201

COMMENCE AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 88 DEGREES 41'24" EAST ALONG THE CENTERLINE OF THE HIGHWAY RIGHT OF WAY OF THE NORTHEAST SEVENTY-NINTH STREET CAUSEWAY ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR A DISTANCE OF 1560 FEET TO A POINT; THENCE RUN NORTH 1 DEGREES 37'08" WEST FOR A DISTANCE OF 50 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY; THENCE CONTINUE NORTH 1 DEGREES 37'08" WEST FOR A DISTANCE OF 605 FEET TO A POINT; THENCE RUN NORTH 88 DEGREES 41'24" EAST FOR A DISTANCE OF 156 FEET TO A POINT (WHICH IS THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED); THENCE CONTINUE NORTH 88 DEGREES 41'24" EAST FOR A DISTANCE OF 244 FEET TO A POINT; THENCE RUN SOUTH 1 DEGREES 37'08" EAST FOR A DISTANCE OF 505 FEET TO A POINT; THENCE RUN SOUTH 9 DEGREES 41'50" WEST FOR A DISTANCE OF 101.87 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE ON THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, THENCE RUN SOUTH 88 DEGREES 41'24" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY FOR A DISTANCE OF 224 FEET TO A POINT; THENCE RUN NORTH 1 DEGREES 37'08" WEST FOR A DISTANCE OF 605 FEET TO THE POINT OF BEGINNING.

AND

FOLIO # 23-3209-000-0201

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA, WITH THE CENTER LINE OF THE NORTHEAST 79TH STREET CAUSEWAY AS SHOWN ON PLAT RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 88 DEGREES 41'24" EAST, ALONG THE CENTER LINE OF THE AFORESAID NORTHEAST 79TH STREET CAUSEWAY FOR A DISTANCE OF 1,560.0 FEET TO A POINT; THENCE NORTH 1 DEGREES 37'8" WEST FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST 79TH STREET CAUSEWAY; THENCE RUN NORTH 88 DEGREES 41'24" EAST, ALONG THE NORTH RIGHT OF WAY LINE OF THE NORTHEAST 79TH STREET CAUSEWAY FOR A DISTANCE OF 380.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 88 DEGREES 41'24" EAST ALONG THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST 79TH STREET CAUSEWAY FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 1 DEGREES 37'8" WEST FOR A DISTANCE OF 100.00 FEET TO A POINT; THENCE SOUTH 9 DEGREES 41'50" WEST FOR A DISTANCE OF 101.87 FEET TO THE POINT OF BEGINNING; THE SAID PARCEL BEING A TRIANGULAR TRACT OF LAND SHOWN ON THE SKETCH MARKED "SKETCH TO ACCOMPANY LEGAL DESCRIPTION TO PARCELS OF LAND IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA" PREPARED BY M.B. GARRIS, CIVIL AND CONSULTING ENGINEER, MARCH 16, 1953, BEARING NOTATION: "NOTE: THIS SKETCH REVISED 10, FEB. 1954 CORRECTING THE RANGE DESIGNATION FROM RANGE 41 TO RANGE 42" WHICH SKETCH APPEARS IN DEED BOOK 3926 AT PAGE 54.

TOGETHER WITH:

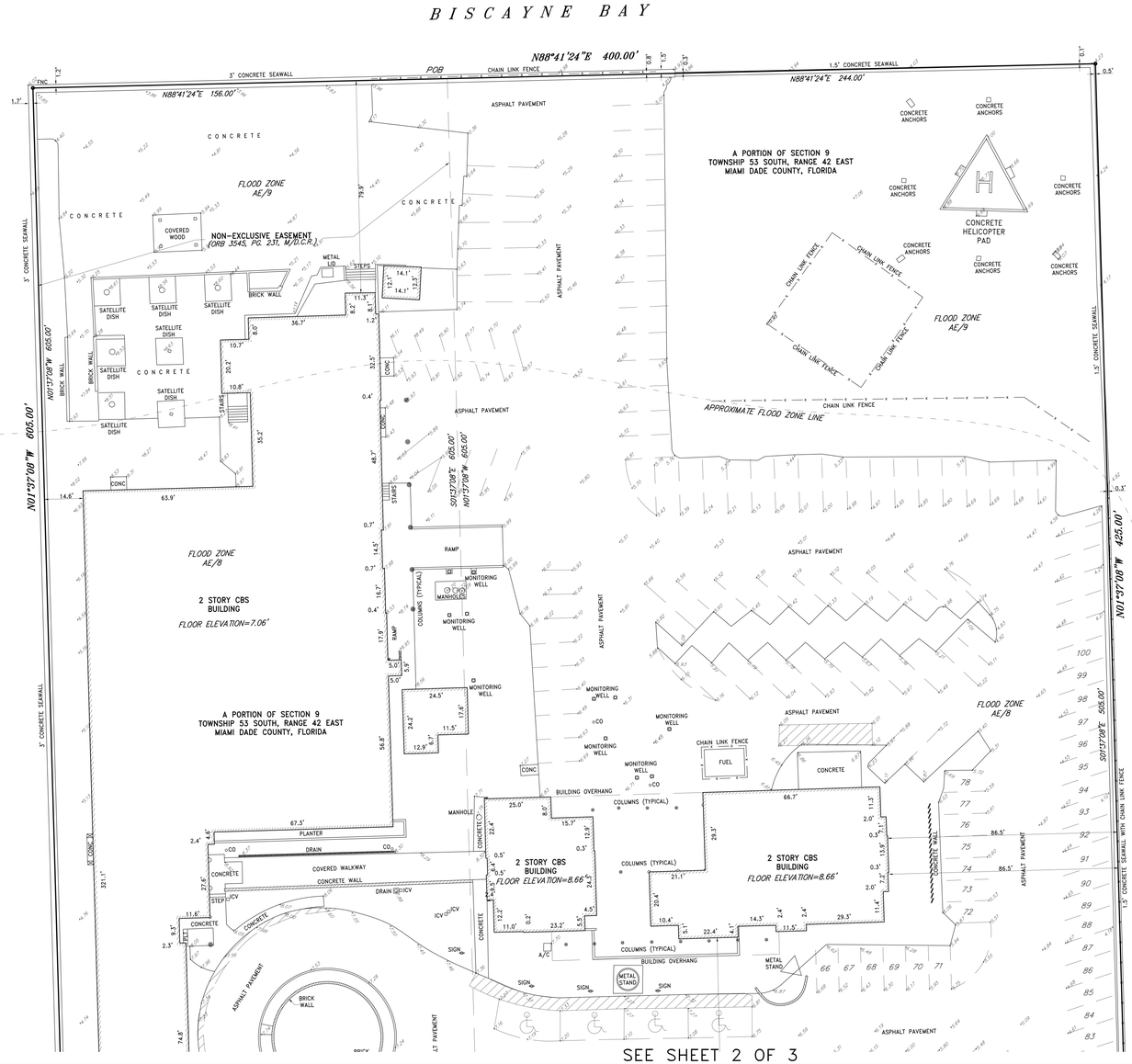
THE NON-EXCLUSIVE EASEMENTS AND OTHER RIGHTS DESCRIBED IN THAT CERTAIN AGREEMENT MADE BETWEEN BISCAYNE TELEVISION CORPORATION, A FLORIDA CORPORATION AND SUNBEAM TELEVISION CORPORATION, A FLORIDA CORPORATION, DATED THE 18TH DAY OF DECEMBER, 1962 AND RECORDED DECEMBER 19, 1962, IN OFFICIAL RECORDS BOOK 3454, PAGE 213, OF THE PUBLIC RECORDS OF MIAMI- DADE COUNTY, FLORIDA, ON, OVER AND UNDER THE FOLLOWING DESCRIBED PROPERTY:

COMMENCE AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 88°41'24" EAST, ALONG THE CENTERLINE OF THE HIGHWAY RIGHT OF WAY OF THE NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR A CONTINUED DISTANCE OF 1560 FEET TO A POINT; THENCE RUN NORTH 1°37'08" WEST FOR A DISTANCE OF SO FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 605 FEET TO A POINT; THENCE RUN NORTH 88° 4112411 EAST FOR A DISTANCE OF 156 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 605 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE ON THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, THENCE RUN SOUTH 88°41'24" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY FOR A DISTANCE OF 156 FEET TO THE POINT OF BEGINNING.

AND

FOLIO # 23-3209-000-0200

COMMENCE AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 88°41'24" EAST, ALONG THE CENTERLINE OF THE HIGHWAY RIGHT OF WAY OF THE NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR A CONTINUED DISTANCE OF 1560 FEET TO A POINT; THENCE RUN NORTH 1°37'08" WEST FOR A DISTANCE OF SO FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 605 FEET TO A POINT; THENCE RUN NORTH 88° 4112411 EAST FOR A DISTANCE OF 156 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 605 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE ON THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, THENCE RUN SOUTH 88°41'24" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY FOR A DISTANCE OF 156 FEET TO THE POINT OF BEGINNING.



SEE SHEET 2 OF 3

COUSINS SURVEYORS & ASSOCIATES, INC.
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NORTH BAY VILLAGE, FL 33131

SKETCH OF SURVEY

REVISIONS	DATE	FB/PG	DWN	CKD
BOUNDARY & IMPROVEMENTS SURVEY	12/10/21	DATA/COLL	AM	REC

PROJECT NO: 9525-21

SCALE : 1" = 20'

SHEET 3 OF 3 SHEETS

SUNBEAM NBV SAP - SURVEY EXHIBIT 03
Scale: NTS

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Site Plan
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status

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MIAMI, FL 33141
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project
Site Plan for
Sunbeam NBV SAP

Revisions

2022.03.24		Site Plan
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Issue dates

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printed	2022.07.15

Survey Exhibits

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sheet 6 of 6

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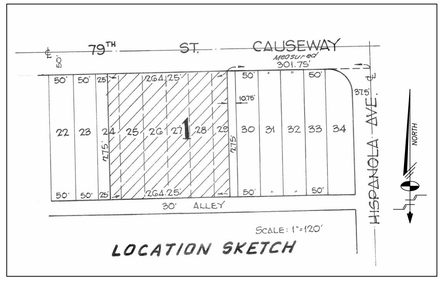
GENERAL LEGEND:

- ALUMINUM LIGHT POST
- ALUMINUM LIGHT POST (SINGLE)
- ALUMINUM LIGHT POST (DOUBLE)
- ALUMINUM LIGHT POST (TRIPLE)
- ALUMINUM LIGHT POST (QUAD)
- ANCHOR/GUY WIRE
- BACKFLOW PREVENTER ASSEMBLY
- BENCH MARK
- CABLE TELEVISION BOX
- CATCH BASIN
- CENTERLINE
- DOUBLE DETECTOR CHECK VALVE
- CIRCULAR DRAIN
- COLUMN (CIRCULAR)
- COLUMN (SQUARE)
- CONCRETE LIGHT POLE
- CONCRETE LIGHT POLE (DOUBLE)
- CONCRETE POWER POLE
- CONTROL POINT
- CURB INLET
- ELECTRIC BOX
- ELECTRIC HAND HOLE
- ELEVATIONS (SEE NOTES FOR DATUM)
- FIRE HYDRANT
- FLAGPOLE
- FLOW LINE
- FORCE MAIN MANHOLE
- FORCE MAIN VALVE
- F.P.L ELECTRIC MANHOLE
- F.P.L. TRANSFORMER PAD
- F.P.L. TRANSMISSION POLE
- GAS METER
- GAS PUMP
- GAS MANHOLE
- GAS VALVE
- GREASE TRAP MANHOLE
- GROUND LIGHTING
- GUARD POST
- IRRIGATION HAND HOLE
- IRRIGATION VALVE
- MAILBOX
- MONITOR WELL
- MONUMENT LINE
- P-5 INLET
- P-6 INLET
- PARKING METER
- PEDESTRIAN CROSSING SIGNAL
- PERM PERMANENT REFERENCE MONUMENT
- POST INDICATOR VALVE
- VACUUM BREAKER ASSEMBLY
- PROPERTY LINE
- SANITARY SEWER CLEANOUT
- SANITARY SEWER MANHOLE
- SIAMESE CONNECTION
- SIGN POST
- SPRINKLER PUMP
- STANDPIPE
- STORM SEWER MANHOLE
- STREET LIGHT HAND HOLE
- SWALE INLET
- TELEPHONE BOX (SOUTHERN BELL)
- TELEPHONE HAND HOLE
- TELEPHONE MANHOLE (SO. BELL)
- TELEPHONE PAYPHONE
- TRAFFIC HAND HOLE
- TRAFFIC UTILITY BOX
- TRAFFIC SIGNAL POST
- UNDERGROUND UTILITY MARKER
- UNKNOWN UTILITY MANHOLE
- UNKNOWN UTILITY HAND HOLE
- WATER MANHOLE
- WM WATER METER
- WATER VALVE
- WL WOOD LIGHT POLE
- WOOD POWER POLE
- HANDICAP PARKING
- STROLLER PARKING
- GPM GAS PAINT MARK

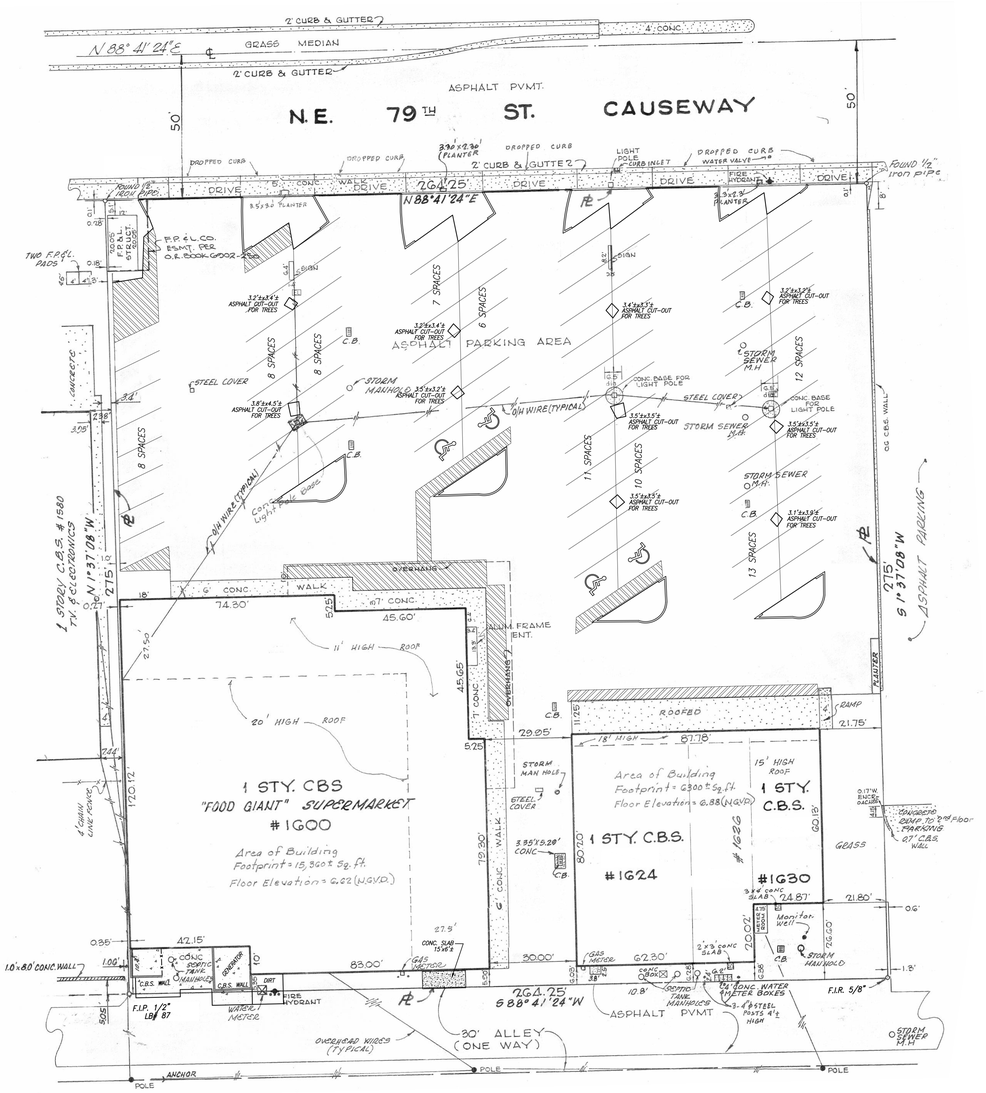
ABBREVIATIONS:

R	denotes RADIUS
Δ	denotes DELTA ANGLE
A	denotes ARC DISTANCE
T	denotes TANGENT DISTANCE
PCP	denotes PERMANENT CONTROL POINT
PRM	denotes PERMANENT REFERENCE MONUMENT
PB	denotes PLAT BOOK
PG	denotes PAGE
POC	denotes POINT OF COMMENCEMENT
POB	denotes POINT OF BEGINNING
OHW	denotes OVERHEAD UTILITY WIRES
ORB	denotes OFFICIAL RECORDS BOOK
PC	denotes POINT OF CURVATURE
CBS	denotes CONCRETE BLOCK STRUCTURE
CONC	denotes CONCRETE
CLF	denotes CHAINLINK FENCE
WF	denotes WOOD FENCE
I.P.	denotes IRON PIPE/IRON PIPE
S.I.P.	denotes STEEL IRON PIPE & LB-87 CAP
F.N.D.	denotes FOUND NAIL & BRASS DISC
S.N.D.	denotes SET LB-87 NAIL & BRASS DISC
CL	denotes CLEAR
ENCR	denotes ENCROACHMENT
CI	denotes CURB INLET
GPM	denotes GAS PAINT MARK
(D)	denotes DEED DISTANCE
(L)	denotes DISTANCE BY LEGAL DESCRIPTION
(M)	denotes MEASURED DISTANCE
(R)	denotes RECORD OR PLATTED DISTANCE
C.B.	denotes CATCH BASIN
MH	denotes MANHOLE
STY	denotes STORY
CBS	denotes CONCRETE BLOCK STRUCTURE
CONC	denotes CONCRETE
℄	denotes CENTERLINE
℘	denotes PROPERTY LINE



LOCATION SKETCH

20 0 10 20 40
(IN FEET)
1 INCH = 20 FT


N 88° 41' 24" E
2' CURB & GUTTER
GRASS MEDIAN
4' CONC.
ASPHALT PVMT.
N.E. 79TH ST. CAUSEWAY
50'
DROPPED CURB
6' CONC. WALK
DRIVE
2GA 25'
N 88°41'24" E
FOUND 1/2" IRON PIPE
F.P.&L. CO. ESMT. PER O.R. BOOK 6902
TWO F.P.&L. PADS
ASPHALT PARKING AREA
STEEL COVER
STORM MANHOLE
OH WIRE (TYPICAL)
CONC. LIGHT POLE
CONC. BASE FOR LIGHT POLE
STORM SEWER M.H.
STORM SEWER
C.B.
8 SPACES
7 SPACES
6 SPACES
12 SPACES
11 SPACES
10 SPACES
13 SPACES
3.4'x3.5' ASPHALT CUT-OUT FOR TREES
3.2'x3.4' ASPHALT CUT-OUT FOR TREES
3.6'x4.5' ASPHALT CUT-OUT FOR TREES
3.5'x3.5' ASPHALT CUT-OUT FOR TREES
1.7'x3.9' ASPHALT CUT-OUT FOR TREES
1 STY. CBS "FOOD GIANT" SUPERMARKET #1600
Area of Building Footprint = 15,360± Sq. ft.
Floor Elevation = 6.62 (N.G.V.D.)
1 STY. C.B.S. #1624
1 STY. C.B.S. #1630
Area of Building Footprint = 2300± Sq. ft.
Floor Elevation = 6.88 (N.G.V.D.)
15' HIGH ROOF
20' HIGH ROOF
18' HIGH ROOF
ROOFED
RAMP
GRASS
ASPHALT PVMT
30' ALLEY (ONE WAY)
OVERHEAD WIRES (TYPICAL)
ANCHOR
POLE
F.I.R. 5/8"
Monitor Well
STORM MANHOLE
FIRE HYDRANT
WATER METER
GAS METER
GAS VALVE
CONC. SLAB 15.6'x8.2'
3.55'x5.26' CONC.
2'x3' conc SLAB
4'x4' conc SLAB
10.8' CONC. TANK MANHOLES
14' CONC. WATER METER BOXES
3.4' ø STEEL POSTS 4'± HIGH
1.0'x80' CONC. WALL
ENCROACH. 0.9' INTO 5' UTILITY EASEMENT
ENCROACH. 0.4' INTO 5' UTILITY EASEMENT
ENCROACH. 0.6' INTO 5' UTILITY EASEMENT
ENCROACH. 1.8' INTO 5' UTILITY EASEMENT
1 STOREY CBS # 1580 TYP. OF CLEARANCES
N 1°37'08" W
S 1°37'08" W
215'
74.30'
45.60'
45.65'
120.12'
42.15'
83.00'
80.00'
79.30'
76.60'
30.00'
27.9'
21.75'
21.80'
18.1'
0.6'
1.8'
2.38'
3.75'
0.35'
5.25'
11.25'
20.95'
6.20'
5.05'
F.I.P. 1/2" LB# 87
SIGN
DROPPED CURB
WATER VALVE
FIRE HYDRANT
FOUND 1/2" iron pipe
ENCROACH. 0.4' INTO 5' UTILITY EASEMENT
ENCROACH. 0.6' INTO 5' UTILITY EASEMENT
ENCROACH. 1.8' INTO 5' UTILITY EASEMENT
0.1' W. BACK OF BACKING
ENCROACH. 0.4' INTO 5' UTILITY EASEMENT
ENCROACH. 0.6' INTO 5' UTILITY EASEMENT
ENCROACH. 1.8' INTO 5' UTILITY EASEMENT
ENCROACH. 0.9' INTO 5' UTILITY EASEMENT

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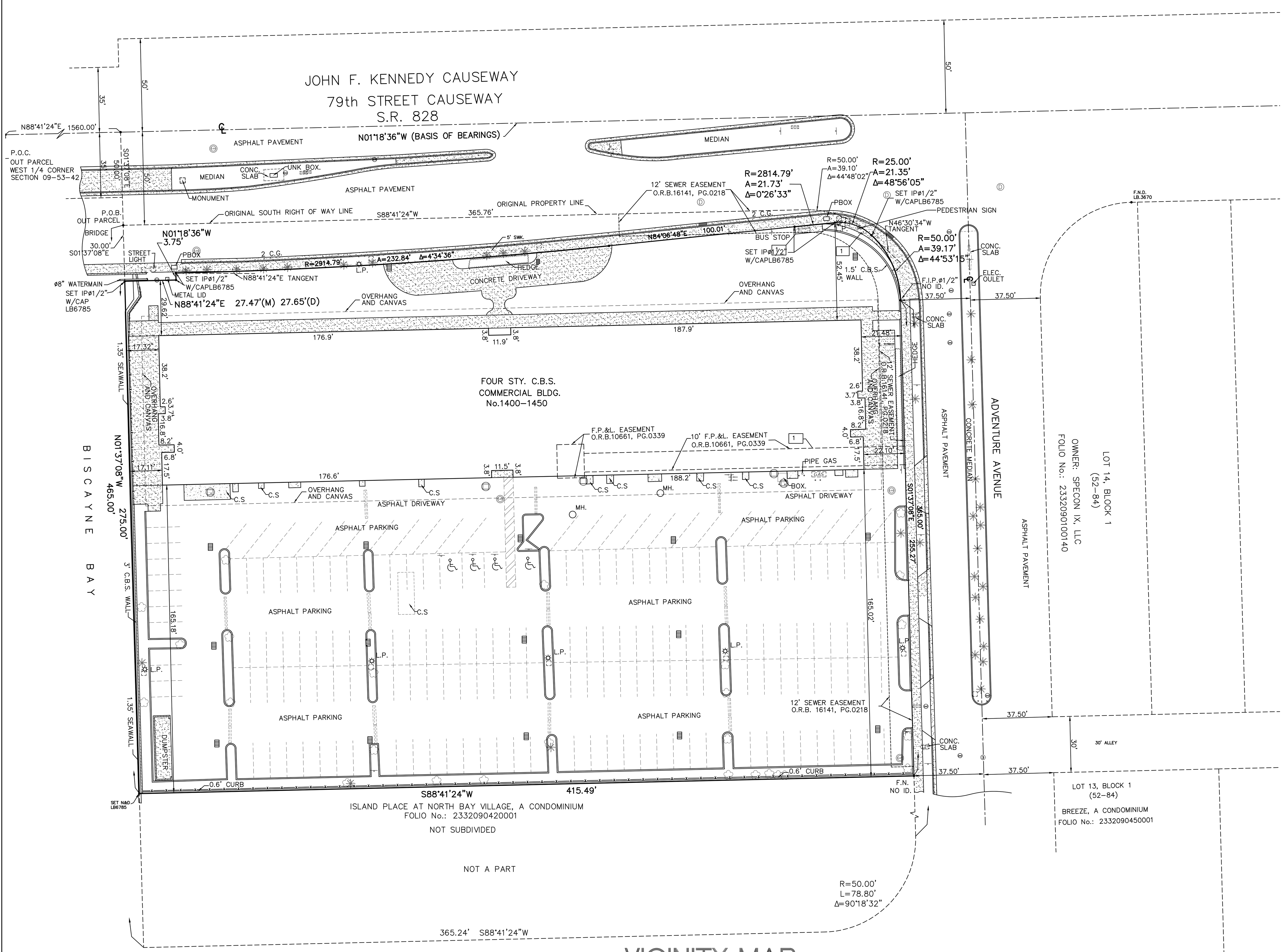
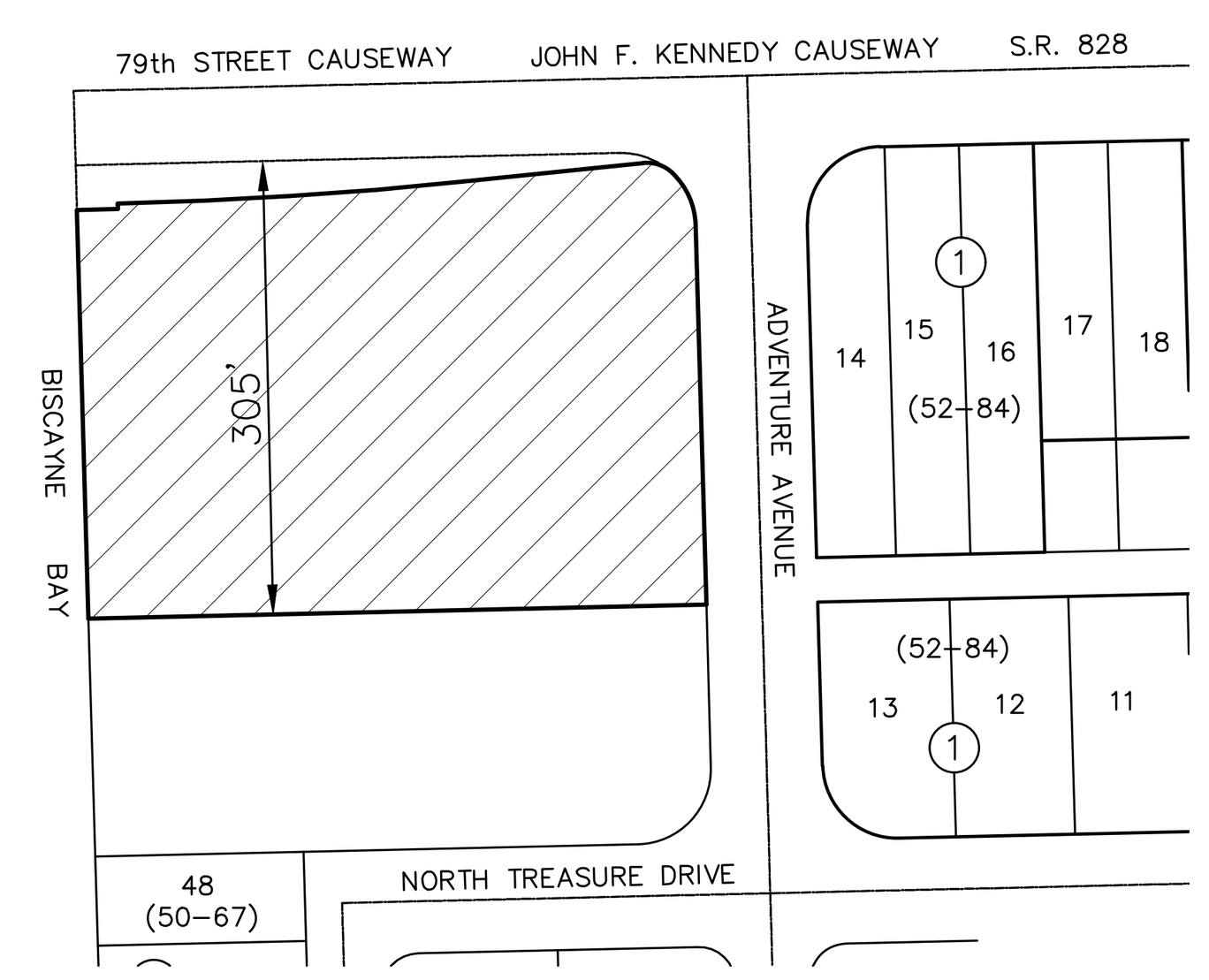
MAP OF BOUNDARY SURVEY



SCALE 1":30'



LEGAL DESCRIPTION (As per Warranty Deed)

THE NORTH 305 FEET OF THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:
COMMENCING AT THE 1/2 MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST 79th STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY 1560 FEET; THENCE SOUTH 1°37'08" EAST 50.00 FEET TO THE SOUTH LINE OF THE ABOVE RIGHT-OF-WAY, WHICH POINT OF INTERSECTION IS THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND:
THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING RUN NORTH 88°41'24" EAST ALONG THE SOUTH LINE OF THE ABOVE RIGHT-OF-WAY 365.76 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89°41'28" FOR AN ARC DISTANCE OF 78.26 FEET TO A POINT OF TANGENCY; THENCE SOUTH 1°37'08" EAST 365.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90°18'32" FOR AN ARC DISTANCE OF 78.80 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°41'24" WEST 365.24 FEET; THENCE NORTH 1°37'08" WEST 465.00 FEET TO THE POINT OF BEGINNING;
LESS AND EXCEPT THEREFROM
A PARCEL OF LAND LYING SOUTH OF AND ADJACENT TO THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 828 IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 9, RUN NORTH 88°41'24" EAST ON THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 9, A DISTANCE OF 1,560.00 FEET; THENCE SOUTH 1°37'08" EAST A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT- OF-WAY LINE FOR THE AFOREMENTIONED STATE ROAD 828 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 1°37'08" EAST A DISTANCE OF 30.00 FEET; THENCE NORTH 88°41'24" EAST, A DISTANCE OF 27.65 (DEED), 27.47 (FIELD); THENCE NORTH 1°18'36 WEST A DISTANCE OF 3.75 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTH AND HAVING A TANGENT BEARING OF NORTH 88°41'24" EAST THROUGH SAID POINT; THENCE EASTERLY ON SAID CURVE HAVING A CENTRAL ANGLE OF 4°34'36" AND A RADIUS OF 2914.79 FEET AN ARC DISTANCE OF 232.84 FEET TO THE END OF SAID CURVE; THENCE NORTH 84°06'48" EAST A DISTANCE OF 100.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE EASTERLY ON SAID CURVE HAVING A CENTRAL ANGLE OF 4°34'36" AND A RADIUS OF 2814.79 FEET, AN ARC DISTANCE OF 21.73 FEET THROUGH AN ANGLE OF 00°26'33" TO A POINT OF COMPOUND CURVE, SAID COMPOUND CURVE BEING A 25 FOOT RADIAL RETURN CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ON SAID RADIAL RETURN HAVING A CENTRAL ANGLE OF 48°56'05", AN ARC DISTANCE OF 21.35 FEET TO THE END OF SAID RADIAL RETURN AND A POINT ON A 50 FOOT RADIAL RETURN CONCAVE TO THE SOUTHWEST AND HAVING A TANGENT BEARING OF NORTH 46°30'34" WEST THROUGH SAID POINT; THENCE NORTHWESTERLY ON SAID RADIAL RETURN HAVING A CENTRAL ANGLE OF 89°40'30" (DEED), 89°41'28" (FIELD), AN ARC DISTANCE OF 39.10 FEET THROUGH AN ANGLE OF 44°48'02" TO THE END OF SAID RADIAL RETURN; THENCE SOUTH 88°41'24" WEST ON A LINE 50 FEET SOUTH OF AND PARALLEL TO THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 9, A DISTANCE OF 365.76 FEET TO THE POINT OF BEGINNING OF THE ABOVE DESCRIBED EXCEPTED PARCEL.

LEGAL DESCRIPTION

THE NORTH 305 FEET OF THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:
COMMENCING AT THE 1/2 MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST 79th STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY 1560 FEET; THENCE SOUTH 1°37'08" EAST 50.00 FEET TO THE SOUTH LINE OF THE ABOVE RIGHT-OF-WAY, WHICH POINT OF INTERSECTION IS THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND:
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SURVEYOR'S REPORT:

1) Survey Type: Boundary Survey.
2) Legal description as shown on Schedule "A" of the Title Commitment prepared by First American Title Company, AGENT FILE No.: 34513-0006; FAST FILE No.: 1062-2766920, Dated June 22, 2012 at 11:59 P.M. It is the opinion of this surveyor, that the Legal Description as shown on Schedule "A" of said Title Commitment contains ambiguities. For that matter a differing legal description is shown hereon. FR Aleman and Associates, Inc., was not provided with an updated Opinion of Title for this Updated Survey.
3) Flood Zone: AE, Elevation 8' as per Firm: Community Number: 120654 Panel: 0107, City of North Bay Village, Suffix: L Map Revised September 11, 2009 Map Number: 12086C307L
4) Property Address: 1400-1440 79th Street Causeway, North Bay Village, Florida 33141
5) Basis of Bearings: Bearings are referred to an assumed value of N88°41'24"E along the centerline of John F. Kennedy Causeway.
6) This survey is subject to easements and other restrictions or dedications which might be reflected in a search of title to the subject lands.
7) There are no party walls and no observable, above ground encroachments other than the one described hereon. Statement of Encroachment: Existing concrete sidewalk and bus stop encroach onto subject property as shown on survey map. Existing Four Story CBS Building encroaches onto 10' FP&L Easement.
8) The relative positional precision for this survey was found to be better than the maximum allowable relative positional precision as per section 3 e (v.) of the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys.
9) Updated on May 24, 2022 to include new Trees, Light Poles, Water Valves, Cleanouts, Water Meters, Gas Meters and Wire Pull Boxes.

I HEREBY CERTIFY:

THAT THIS ATTACHED BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE SET BY THE FLORIDA STATE BOARD OF PROFESSIONAL LAND SURVEYORS PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES AND CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

Digitally signed by Gaspar A Lobaina
Date: 2022.06.13 14:25:07 -04'00'
Gaspar Lobaina, P.E., PLS
Professional Land Surveyor #2873
State of Florida
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LAST DAY FIELD WORK : May 24, 2022
SIGNED : June 13, 2022
FIELD BOOK: 959, page 48-49
CAD FILE: 3359 WO-1.DWG

CERTIFIED TO:
Sunbeam Properties, Inc.

FLOOD ELEVATION INFORMATION:
DATE OF FIRM: 09-11-09
COMMUNITY No: 120654
PANEL: 0307 SUFFIX: L
ZONE: AE BASE FLOOD ELEVATION: 8'

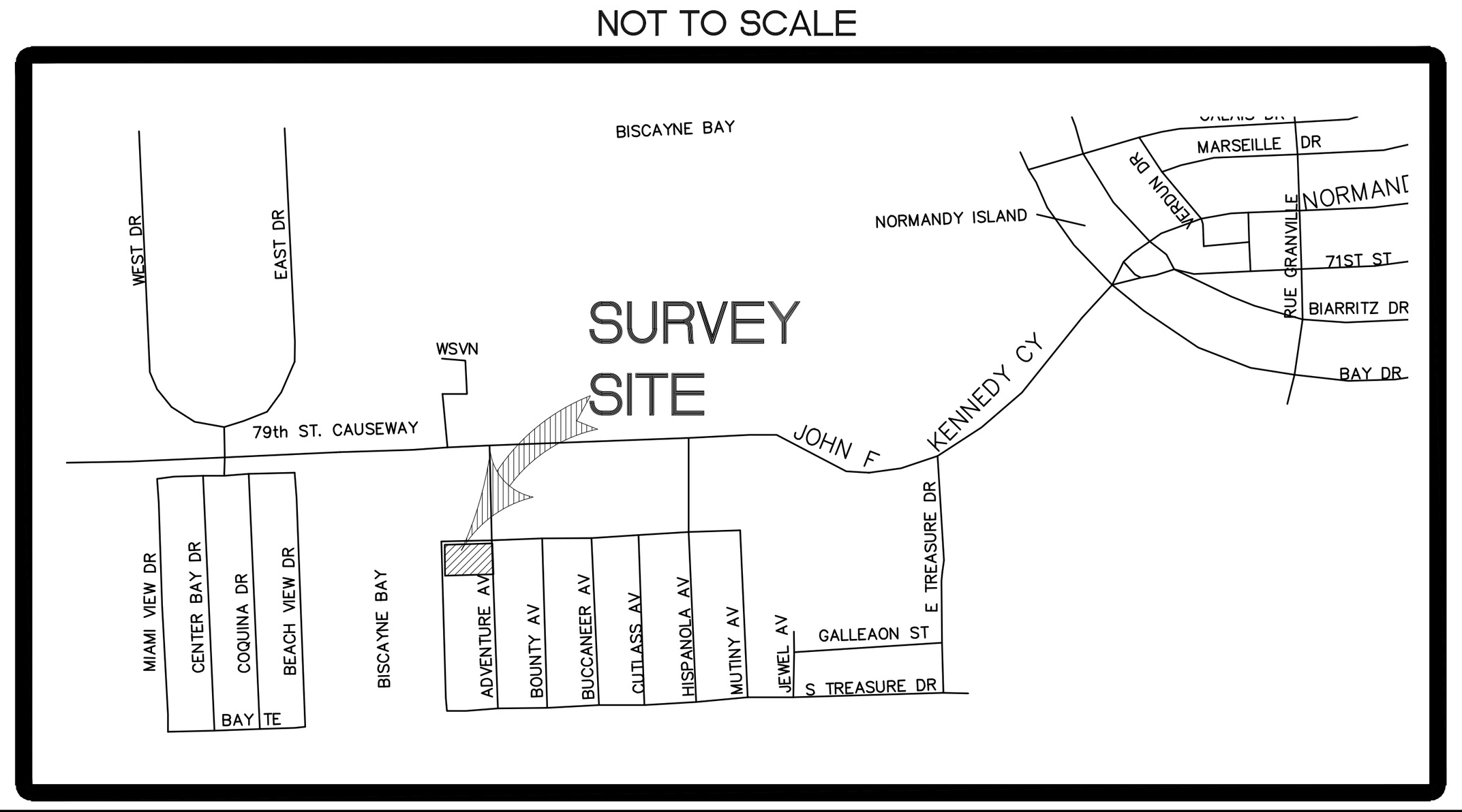
ADDITION OR DELETIONS TO THIS BOUNDARY SURVEY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES AS PER CHAPTER 472.027 FLORIDA STATUTES AND CHAPTER 5J17 OF THE FLORIDA ADMINISTRATIVE CODE.

ABBREVIATIONS AND LEGEND

Tree; Palm; L.P. Light Pole; Wire Pull Box; Guy Pole; Fire Hydrant; Sanitary Manhole; Single Support Sign; Catch Basin; Water Valve; Bench; Cleanout; Gas Meter; Water Meter; Backflow Preventer; Water Valve FDG; Bicycle Rack; Drainage Manhole; Pedestrian Signal Head; Bump

A/C = AIR CONDITIONING PAD
A = ARC DISTANCE
BLDG. = BUILDING
C.B. = CATCH BASIN
C.B.S.= CONCRETE BLOCK STRUCTURE
C.G. = CURB & GUTTER
CH. = CHORD DISTANCE
CONC. = CONCRETE
C.S. = CONCRETE SLAB
E.T.P.= ELECTRIC TRANSFORMER PAD
F.E. = FLOOR ELEVATION
F.H. = FIRE HYDRANT
F.I.P.= FOUND IRON PIPE
F.N. = FOUND NAIL
F.N.D.= FOUND NAIL & DISK
F.R. = FOUND REBAR
L.P. = LIGHT POLE
M.D.E.= MAINTENANCE & DRAINAGE EASEMENT
MEAS. = MEASURED
M.S. = METAL SHED ON CONCRETE
N.T.S.= NOT TO SCALE
NO ID.= NO IDENTIFICATION NUMBER
O.E.L.= OVERHEAD ELECTRIC LINE
P.B. = PLAT BOOK
PG. = PAGE
P.O.B.= POINT OF BEGINNING
P.O.C.= POINT OF COMMENCEMENT
PL. = PLANTER
R. = RADIUS
RES. = RESIDENCE
S.I.P.= SET IRON PIPE No. LS. 5184
S.R. = SET ROD No. LS. 5184
STY. = STORY
SWK. = SIDEWALK
U.E. = UTILITY EASEMENT
U.P. = UTILITY POLE
V.G. = VALLEY GUTTER
℄ = CENTER LINE
M = MONUMENT LINE
Δ = CENTRAL ANGLE
WOOD FENCE
CHAIN LINK FENCE
C.B.S. WALL
0.00 = EXISTING ELEVATION
Ø = DIAMETER

VICINITY MAP
NOT TO SCALE



REVISIONS	BY
UPDATE 7-11-17	
UPDATE 5-24-22	

1400-1440 79th STREET CAUSEWAY,
NORTH BAY VILLAGE, FLORIDA 33141
Sunbeam Properties, Inc.
A FLORIDA LIMITED LIABILITY COMPANY

F.R. Aleman And Associates, Inc. LB #6785
Consulting Engineers and Surveyors
10305 NW 41ST STREET, SUITE 200
MIAMI , FLORIDA 33178
TEL. (305) 591-8777 FAX. (305)599-8749

F.R. ALEMAN

DATE 09-17-12
SCALE 1"=30'
DRAWN T.F.
JOB: 2414WO3
SHEET 1 OF 1 SHEETS

plusurbia.
plusurbia.com

status: ***Site Plan*** ***NOT FOR CONSTRUCTION***

client: ***SUNBEAM***
1401 79th Street Causeway
MIAMI, FL 33141

project: ***Site Plan for*** ***Sunbeam NBV SAP***

Revisions

2022.03.24		Site Plan
2022.06.15		Site Plan
2022.07.12		Site Plan
2022.07.15		Site Plan
Rev.	**Mk'd**	**Comment**

Issue dates

Issue	Date	July 15, 2022

Project data

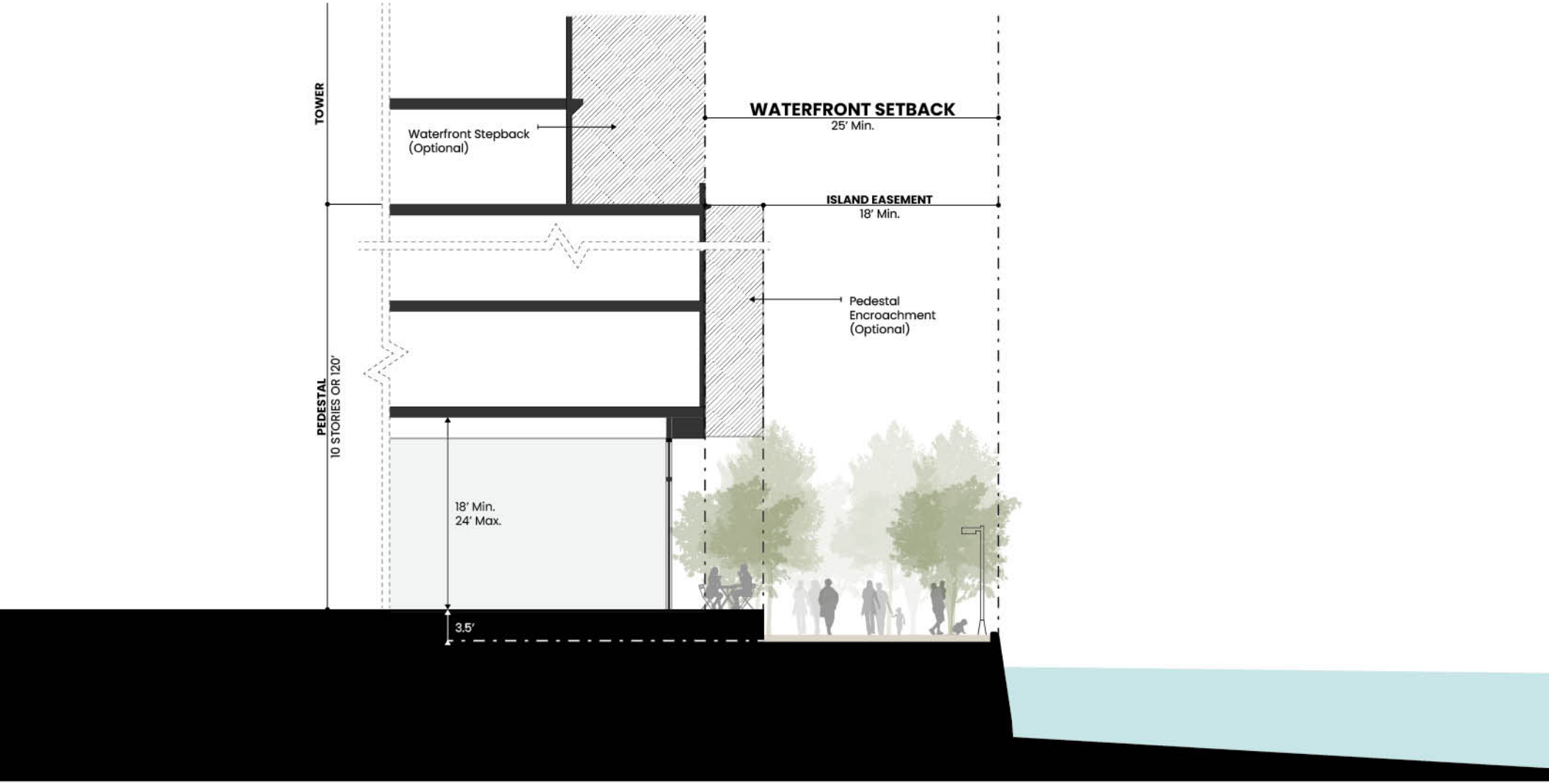
number	202201
file	20220715 Sunbeam NBV Project SAP-SDCD [24x26]
printed	2022.07.15

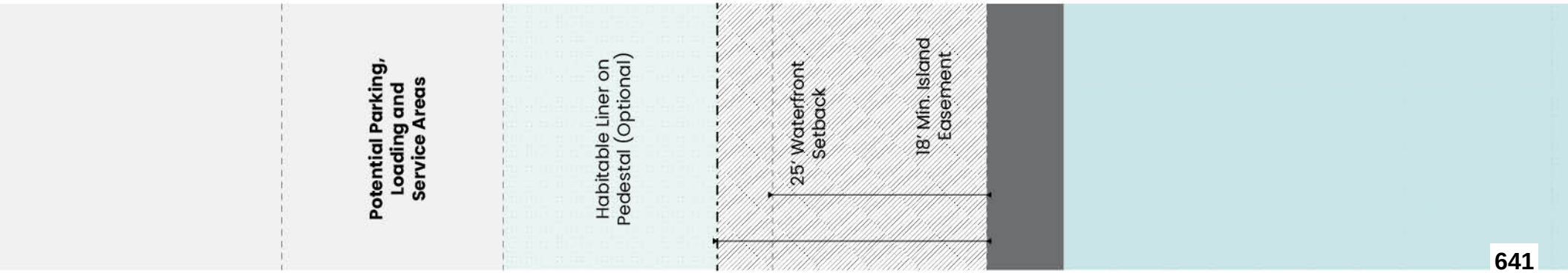
Survey Exhibits

AS-1.06

sheet 8 of 12

SUNBEAM NBV SAP - SURVEY EXHIBIT 05
Scale: NTS


TOWER
PEDESTAL
10 STORIES OR 120'
Waterfront Stepback
(Optional)
WATERFRONT SETBACK
25' Min.
ISLAND EASEMENT
18' Min.
Pedestal
Encroachment
(Optional)
18' Min.
24' Max.
3.5'


Potential Parking, Loading and Service Areas
Habitable Liner on Pedestal (Optional)
25' Waterfront Setback
18' Min. Island Easement

Appendix A
SUNBEAM NBV SPECIAL AREA PLAN

§ A.1 General provisions.

A. *Title.* This appendix shall be known as the Sunbeam NBV Special Area Plan Form-Based Code or "Sunbeam NBV SAP."

B. *Purpose and intent.* This appendix sets forth the standards applicable to this special area plan form-based district and transect zone 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.

(5) Reinforcing community identity through the thoughtful placement of civic and public gathering spaces.

(6) Constructing buildings and landscaping that contribute to the physical definition of throughfares as civic spaces.

(7) Establishing a framework of multimodal systems while respecting the pedestrian and special form of public spaces

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.

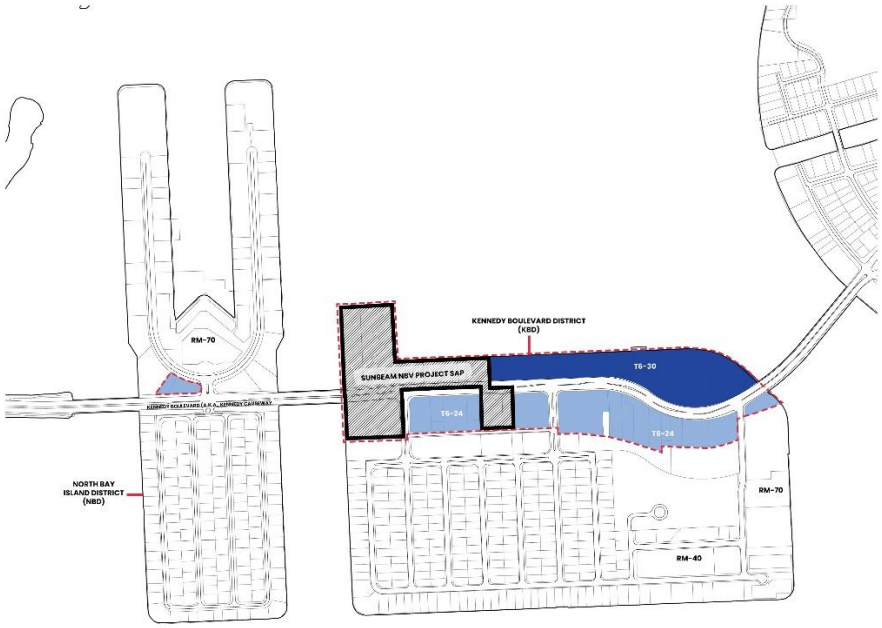
5) Ensure that private development contributes to the infrastructure and promotes a quality multimodal friendly public and private realm.

C. Form-based district.

1. The Sunbeam NBV SAP form-based district in North Bay Village is composed of one transect zone. See Section A.1.D and Section A.5, Form-Based District Regulating Plan.

2. The extent of the Sunbeam NBV SAP form-based district and transect zone is described in this Form-Based District Regulating Plan and in the pertinent regulatory Section for the district, see Section A.2, General to Transect Zones, Section A.3, Specific to Sunbeam NBV Special Area Plan, and Section A.5, Form-Based Districts Regulating Plan.

D. Form-Based Districts Regulating Plan.



1. The Form-Based Districts Regulating Plan, Section A.1.D shows the boundaries of the Sunbeam NBV SAP form-based district and transect zone in North Bay Village.

2. Locations within North Bay Village that are outside the boundaries of the Sunbeam NBV SAP form-based district and transect zone shall retain their current zoning designations and regulations under the NBV ULDC.

E. Applicability.

1. Regulations in this appendix or the Sunbeam NBV SAP form-based district shall replace the prior zoning and overlay districts within the boundaries described in this Form-Based District Regulating Plan. See Section A.5, Sunbeam NBV SAP Form-Based District Regulating Plan.

2. This appendix shall apply to all new construction and substantial modifications, as defined by the Florida Building Code, within the form-based districts.

3. This appendix shall supersede prior regulations in the North Bay Village Unified Land Development Code (ULDC) for properties within the Sunbeam NBV SAP form-based district except where specified.

Where a conflict exists between this appendix and other portions of the ULDC or the Form-Based Code, this appendix shall prevail.

F. Rules of construction.

1. In their interpretation and application, the provisions of Appendix A, Sunbeam NBV SAP Form-Based District, 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 A.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 percent 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 A.2, and Section A.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 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. Unless otherwise specifically provided for as part of the SAP approval process, Development within the Sunbeam NBV SAP and pursuant to this Appendix A shall be permitted within the following conceptual framework. (See Section 5.2)

   The specifics of the procedures are governed by Chapters 4, 5, 7, 15 and Appendix A and other provisions of the ULDC predating Chapter 15, Form-Based Code, as applicable.

   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.

         i. At the time of submitting the application to the Village Building 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.

         ii. 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 warrant shall be posted on the Village website within five days of the written decision.

         iii. Review and approval process.

            (a) 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.

            (b) The Village Manager shall issue an intended decision within 14 calendar days of a determination that the application is complete. The applicant shall have seven 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 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.

            (c) The Village Manager shall approve, approve with conditions, or deny the warrant application, but in no event shall a warrant be issued prior to 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.

iv. Review criteria.

(a) 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 appendix 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.

v. Procedure for appealing an administrative decision on a warrant.

(a) 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.

vi. A warrant shall be valid for a period of two 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.

i. As appropriate to the nature of the waiver involved and the particular circumstances of the case, waivers up to ten percent of that particular standard of this Code except density, intensity and height, 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.

ii. Prior to submitting an application for an administrative waiver, the prospective applicant shall meet in a preapplication meeting with the Planning and Zoning Official to obtain information and guidance as to matters related to the proposed application.

iii. At the time of submitting the application to the Village Building 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.

iv. 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 days of the written decision.

v. Review and approval process.

(a) 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, as applicable. The waiver application may be referred for development review if the Planning and Zoning Official determines that a review is necessary.

(b) 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 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 30 days from the time of notice to the abutting property owners.

(c) 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.

vi. 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.

vii. A waiver shall be valid for a period of two 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.

c. Development pursuant to Sunbeam NBV SAP.

(1) A Special Area Plan Permit is a permit for the implementation of individual projects allowed by this appendix that is granted administratively by the Village Manager upon review and recommendation by the Planning and Zoning Official.

i. At the time of submitting the application to the Village Building 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.

ii. 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 Special

Area Plan Permit shall be posted on the Village website within five days of the written decision.

iii. Review and approval process.

(a) The Planning and Zoning Official shall review each submitted application for a Special Area Plan Permit for completeness. The Special Area Plan Permit application may be referred administratively for development review by other disciplines if the Planning and Zoning Official determines that such review is necessary.

(b) The Village Manager shall issue an intended decision within 14 calendar days of a determination that the application is complete. The applicant shall have seven 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 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 Special Area Plan Permit application.

(c) The Village Manager shall approve, approve with conditions, or deny the Special Area Plan Permit application, but in no event shall a Special Area Plan Permit be issued prior to 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.

iv. Review criteria.

(a) As appropriate to the nature of the Special Area Plan Permit involved and the particular circumstances of the case, the following criteria shall apply to a Special Area Plan Permit 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 this appendix expressed in Section A.1, the guiding principles of NBV100, and the regulating standards set forth in this appendix. The review shall also apply Section A.7.I, Sunbeam NBV SAP Design Review Criteria, as applicable.

v. Procedure for appealing an administrative decision on a Special Area Plan Permit.

(a) Appeal by the applicant 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.

vi. A Special Area Plan Permit shall be valid for a period of two 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.

§ A.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.

B. Lots and frontages.

1. Lots facing thoroughfares on more than one 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 Zoning Department upon request by the Planning and Zoning Official.

    a. Lots shall have at least one primary frontage, except waterfront lots shall have at least two primary frontages, one of which shall be the waterfront and shall conform to Building Development Standards for each transect zone as described in Section A.3, Specific to Sunbeam NBV Special Area Plan.

    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 A.6.A, Frontage Types Table.

C. Measurement of 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 Chapter 10 for freeboard requirements and Section A.7.B and Section A.7.C for building height requirements.

2. A story is a habitable level within a building and shall conform to the building development standards for the Sunbeam NBV SAP transect zone as described in Section A.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 architectural features, roof structures for housing stairways, elevators, tanks, ventilating fans,

antennae, window cleaning equipment, or similar equipment required to operate and maintain the building, provided that such structures shall not cover more than 50 percent of roof area and shall not exceed the maximum height by thirty (30) feet; nor to church 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 A.3.

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 A.6.A, Frontage Types Table, and Section A.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 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 Section A.6.E and Section A.6.F.

2. *Shopfront finishes.* The majority of exposed finishes apart from glazing shall be custom metal work, steel frame, extruded aluminum and panels, stone, stucco, brick, wood or wood-like materials.

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 feet in height.

e. The business address should be advertised with a window sign on the transom above the entry door. Alternatively, addresses shall be displayed on a plaque next to 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, Island Walk, passages, corridors or other pedestrian oriented accessways 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.* Shopfront bulkheads, when implemented, shall be a maximum of 30 inches above the adjacent sidewalk and 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 A.6.F. Sign bands shall have a maximum height of 48 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 A.6.F. Side panels are allowed but not encouraged.

c. Awnings may be fixed or retractable.

d. Awnings shall be a minimum of three feet wide by three feet deep. They shall be installed a minimum of seven feet from the ground and project no more than eight 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. See Section A.1.F and Section A.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.* 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 feet from the ground and project no more than eight feet from the building façade, when facing a thoroughfare.

F. Sign standards.

1. *Exempted signs.* The signs specified in this Section are exempt from signage regulations other than the regulations contained in this Section. Exempted 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.

   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 three 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 seven days of the election.

      (4) Up to three signs total are allowed per residential lot, or per shopfront, except at polling places. Of the three 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. Construction signs, subject to the following:

      (1) Signage shall identify the contractor, subcontractor, or architect. Name, contact information, website, and license information may be included. Signage may include the project name, a project rendering, as well as businesses coming to the site.

      (2) The contractor, the architect, and subcontractor are each allowed one sign with a maximum area of four square feet.

      (3) Signs may only be erected after a building permit has been issued.

      (4) Signage must be removed within five days of the final inspection.

   i. (Reserved)

   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 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 square feet in copy area.

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 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. Animated, moveable, 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 signs may be located in a way that causes a hazard to pedestrian or vehicular traffic.

(1) Temporary signs at street intersections are limited to 30 inches in height within a triangle measured 30 feet from the intersection along each right-of-way.

(2) No permanent sign may be located within a triangle measured 30 feet from the intersection along each right-of-way.

3. Permitted signs.

a. General.

(1) Signs shall conform with the following standards, as specified in Section A.6.E and illustrated in Section A.6.F.

(a) Sign type limitations by zone.

(b) The height and area of the sign;

(c) The number of signs per site;

(d) The height of sign copy.

(2) Exterior signs shall be made of durable, weather resistant materials.

(3) A permit is required for all signs permitted under this Section.

(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 feet over pedestrian ways, except for signs on awnings and canopies.

(2) A minimum of 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 feet from a curb, ramp, driveway, light pole, street sign, or fire hydrant.

c. Removal.

(1) Signs shall be removed as specified in Section A.6.E, Sign Restriction Table, and as follows:

(a) (P) Permanent; signs do not require removal.

(b) (O) Occupancy; signs shall be removed within seven 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.

(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.

(1) The permitting and inspections department supplies templates for Open House, Model Home, and Under Construction signs.

e. Illumination.

(1) Internal sign illumination is permitted on window and wall 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.

f. Electronic message center (EMC) signs.

(1) EMC signs are permitted for use on ground signs for mixed-use projects, churches 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 technology.

(5) Signs shall not exceed 0.3-foot candles above ambient light measured at a distance of 200 feet.

4. Requirements by sign type as described below and illustrated in Section A.6.F.

a. Band signs (synonym 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 six inches from building corners.

b. 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. *Commercial construction signs.* Subject to the following:

(1) Signs may identify the project and feature the names of developer, contractor, sub-contractors and professionals associated with the project. Names, websites and contact information may be included. Signage may include the project name, a project rendering, as well as businesses coming to the site.

(2) Signs may only be erected after a building permit has been issued. Signs shall be removed within five days of the final inspection.

(3) Signs shall have a maximum height of eight feet and shall not be above ~~four~~ eight feet from street grade.

d. Commercial rental signs.

(1) All commercial rental signs require NBV approval.

e. Corner signs.

(1) Corner signs are only permitted at building corners where each facade is along a street, along the Island Walk, a view corridor, passage or other accessway to the site.

(2) Corner signs may extend up to six feet above parapets.

f. For sale sign.

(1) Signs shall be removed within seven days of closing.

g. (Reserved)

h. Ground signs.

(1) Ground signs are limited to the following locations:

i. Forecourts.

(2) The bottom of the sign shall be within two feet of sidewalk grade.

(3) Ground signs shall be set back a minimum of ten feet from property lines.

i. Marquee signs.

(1) Marquee signs may be used for lodging, mixed-use projects, and theaters. The Village may permit marquee signs for other businesses upon request.

j. Projecting signs.

(1) Projecting signs shall be erected on a wall of a building.

(2) Projecting signs may project up to four feet from the wall of the building on which it is erected.

k. Open house, model home 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, two inch copy minimum.

(4) Balloons, streamers and other types of decoration may not be used.

(5) Signs are allowed for three consecutive days in any one week.

(6) Up to four signs may be located off site.

l. 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. Wayfinding signs shall be constructed using solid materials to prevent the sign from being destroyed or blown away. Wayfinding signs and directory signs may be internally illuminated.

G. ***Special Area Plan.*** The purpose of this Special Area Plan is to allow parcels of at least two 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 buildings and streetscape design within the Special Area Plan, to further the intent of this Code expressed in Section 15.1.

1. General.

a. Reserved.

b. All regulations of the underlying transect zone and this Code that are not otherwise addressed by this SAP shall apply.

c. This Special Area Plan provides detailed and specific regulatory guidelines offering flexibility and predictability for the development of the covered property; addressing among others the assignment of thoroughfares, as appropriate, crossblock 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. Reserved.

e. This Special Area Plan assigns at least seven and one half (7.5%) percent 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 this 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 this Special Area Plan, any building shall be reviewed by the Planning and 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 shall be submitted with Special Area Plan Permits.

i. Flexible allocation of development capacity, height and density on individual sites within this 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 A.1.H.4.c.1. and Section 5.2, Development Permit Required.

H. ***Bonuses—Density Bonus Program.*** A density bonus is approved by the Village Commission for participation in the **Village public benefit program**, in compliance with the following provisions (see also **Chapter 8, Sections 8.13.D, and 8.15)**:

1. Reserved.

2. The total density including bonuses shall not exceed **150 dwelling units per acre**, **subject to the terms included in the approved Sunbeam NBV SAP Development Agreement**.

3. Reserved.

4. Community contribution fee.

i. Community contribution fees for additional density shall be **subject to the terms included in the approved Sunbeam NBV SAP Development Agreement**.

5. Reserved

I. *Density and intensity calculations.* [Reserved].

J. *Sustainability.* The Sunbeam NBV SAP 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 Sunbeam NBV SAP district 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, or their equivalent.

§ A.2.1 Workforce Housing Program administration.

A. *Purpose.* The purpose of this Section is to create administrative procedures for the implementation of the **Workforce Housing Program** established pursuant to **Chapter 15, Section 15.2.H** of the North Bay Village Unified Land Development Code, and applicable to mixed-use developments in the Sunbeam NBV SAP district.

B. *Definition of terms.* The definitions contained in **Chapter 15, Section 15.2.1** of the North Bay Village Unified Land Development Code, shall apply to this chapter in addition to the following:

Area median income (AMI) means the median income level for Miami-Dade County as established and defined in the annual schedule published by the Secretary of the U.S. Department of Housing and Urban Development and adjusted for household size.

Condominium means that form of ownership of real property created pursuant to Chapter 718, Florida Statutes, which is comprised entirely of units that are owned by one or more persons, and which there is, appurtenant to each unit, an undivided share in common elements.

Condominium conversion has the meaning established by Sections 718.604—718.622, Florida Statutes.

Control period means each 30-year period during which the affordability restrictions imposed by this article shall apply. The control period begins at the time of any sale or resale of the affected unit by every new Workforce Housing unit owner.

Covered development means all developments providing Workforce Housing units pursuant to **Chapter 15, Section 15.2.H** of the North Bay Village Unified Land Development Code.

Department means, unless otherwise indicated, the department or division designated by the Village Manager to administer this program or any successor agency.

Developer means any person, firm, corporation, partnership, limited liability company, association, joint venture, or any entity or combination of entities that apply for development orders or permits for residential dwelling units seeking to utilize the density bonus available pursuant to Chapter 8, Sections 8.12.5, 8.13.D, 8.15, and Chapter 15, Section 15.1.H, of the North Bay Village Unified Land Development Code, but does not include the state or any county, municipality, or any governmental entity.

Eligible household means a household whose total income is between 80 percent and 140 percent of Miami-Dade County area median income.

Eligible household income means any income derived from any proposed occupants of a workforce housing unit who are 18 years of age or older and who will use the unit as their primary residence.

Household means any natural person who occupies a workforce housing unit as their primary residence.

Market rate dwelling units means all dwelling units in a covered development that are not workforce housing units as defined herein.

Program Administrator means, unless otherwise indicated, the individual or individuals designated by the Village Manager to administer the Workforce Housing Program.

Qualified household means an eligible household with annual incomes within the affordability ranges established in this Code.

Qualified improvement means any addition or replacement to the workforce housing unit that adds materially to the value of the unit, prolongs the unit's useful life, or adapts the workforce housing unit to new uses and the replacement of any existing amenities.

Workforce housing density bonus agreement means a written agreement between an applicant for a development and the Village containing specific requirements to ensure the continuing affordability of the workforce housing units included in a development during the control period.

Workforce housing unit means a rental dwelling unit occupied by an eligible workforce household where the maximum monthly rental cost shall be restricted to an amount affordable to a workforce household with a total annual income between 80 percent and 140 percent of North Bay Village AMI.

Workforce housing unit rent means rents that do not exceed the maximum monthly rent limits as determined for Miami-Dade County by the U.S. Department of Housing and Urban Development in its annual Income Limits and Rent Limits and as used by Florida Housing Finance Corporation for its multifamily rental programs (published annually at http://www.floridahousing.org .

C. Compliance procedures—Workforce housing declaration of restrictive covenants and workforce housing agreement.

1. Every workforce housing unit established pursuant to Chapter 15, Section 15.2.1 of the North Bay Village Unified Land Development Code shall be offered for rent to a qualified household to be used for their own primary residence.

2. Prior to the initial rental of any workforce unit, the owner must record the workforce housing density bonus agreement in the chain of title for that unit, at no cost to the Village, and submit recordation documentation to the Village. The rental contract for the unit must also contain a clause summarizing the workforce housing requirements and rent level control and referencing the recorded workforce housing density bonus agreement.

3. The maximum rental rates for workforce units shall not exceed the affordability limit of an eligible workforce household making an annual income within the applicable AMI range pursuant to this Section as published annually by Miami-Dade County.

    a. At all times, at least $5/6^{th}$ of the Workforce Housing units at the project shall be made available to Eligible households whose total income is between 80 percent and 100 percent AMI.

    b. At all times, no more than $1/6^{th}$ of the Workforce Housing units at the project shall be made available to Eligible households whose total income is no greater than 140 percent AMI.

D. Application of workforce housing density bonus.

1. Any development proposing to utilize the density bonus allowed in The Sunbeam NBV SAP district must submit a workforce housing density bonus zoning application with their application for Special Area Plan Permit to the Village for consideration and approval by the Village Manager. At a minimum, the density bonus application shall include:

    a. General description of the development including location, size, land use, zoning, and the number of rental units and/or for sale units the development will contain;

    b. Conceptual development plan showing the proposed location of the workforce housing rental units;

    c. Total number of market rate and workforce housing units;

    d. Estimated initial monthly rent for each workforce housing unit;

    e. Provide the size in terms of square feet and number of bedrooms for each workforce housing unit;

    f. Location in development of each workforce housing unit and its applicable AMI affordability range;

    g. If construction is to be phased, a phasing plan identifying the number of workforce housing units and market-rate units in each phase;

    h. Documentation and plans regarding the interior and exterior appearances, materials, and finishes of the bonus units if not exactly the same as the market-rate units; and

    i. Any other relevant information requested by the Village.

E. Workforce housing density bonus unit criteria.

1. Workforce housing units shall be built as such term is defined in **Section A.2.1.B_ of this appendix**.

2. In each building in which workforce housing units are being built, the workforce housing units shall be built simultaneously with or prior to the market-rate units.

3. In each building in which workforce housing units are being built, the workforce housing units shall be reasonably dispersed throughout the building and not clustered together or segregated in any way, from the market-rate units.

4. Workforce housing units shall contain the same number of bedrooms and quality of construction as the other market-rate units in the building in which the workforce housing units are located.

5. The interior building materials and finishes of the workforce housing units shall be substantially the same type and quality as the market-rate units in the building in which the workforce housing units are located.

F. Workforce housing density bonus agreement.

1. Prior to the approval of any development order or permit for any development in which the workforce housing density bonus is requested, the applicant shall enter into a workforce housing density bonus agreement with the Village, which shall set forth the commitments and obligations of the applicant to ensure compliance with these regulations.

2. The applicant shall execute all documents deemed necessary by the Village in a form to be established by the Village Attorney, including without limitation, restrictive covenants, deed restrictions and related instruments including requirements for income qualification for tenants of rental units.

G. Maintenance of rent affordability.

1. On an annual basis, the Village Manager, or his/her designee, shall make available copies of updated AMI ranges, and associated rental rate limits applicable to workforce housing units in North Bay Village based on official information available from Miami-Dade County or the U.S. Department of Housing and Urban Development.

2. The time period during which the rental rate for a workforce housing unit under these regulations is required to be controlled within a specified affordability range is 30 years.

3. Workforce housing rental unit owners are required to submit an annual report to the Village on or before January 30 of each year, verifying that all designated workforce housing units they own are being rented at rates affordable to area households with annual incomes within the affordability ranges established in this Code. Documentation may be in the form of a notarized affidavit stating the current annual rent for each unit together with collaborating documentation, or other form acceptable to the Village Manager.

H. Violations.

1. It is a violation of this ordinance to:

   a. Fail to file required affidavits or audits when required.

   b. Rent or lease a workforce housing unit to a person or family that is not income eligible as required by this Code.

   c. Knowingly give false or misleading information relating to this program to any Village employee.

   d. Participate, in any way, in the lease or rental of a workforce housing unit which violates any provision of this Code or a workforce housing density bonus agreement.

2. The fine for each violation of these provisions shall be in conformance with the procedures and fines in Chapter 153 of the North Bay Village Code of Ordinances, as amended.

3. Appeals to any violations issued by North Bay Village under these regulations shall be processed pursuant to the North Bay Village Code Compliance appeals procedure in Chapter 153, North Bay Village Code of Ordinances, as amended.

§ A.3 Specific to Sunbeam NBV Special Area Plan.

Sunbeam NBV SAP

1. General.

a. *Purpose and intent.* This chapter sets forth the standards applicable to development within the *Sunbeam NBV SAP,* which is composed of Urban Core Transect Zone (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 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.

b. Applicability.

(1) Section A.3.A provides development regulations that shall be employed in the mixed-use development of lands within the *Sunbeam NBV SAP* .

(2) The *Sunbeam NBV SAP* includes lots fronting Kennedy Causeway on Treasure Island as indicated in the Regulating Plan Graphic in Section A.1.D.

2. Development standards for Sunbeam NBV SAP.

a. Building disposition.

(1) Newly platted lots shall be dimensioned according to the tables and illustrations in Section A.7.B and Section A.7.C.

(2) Lot coverage by any building shall not exceed that shown in Section A.7.B and Section A.7.C.

(3) Buildings shall be disposed in relation to the boundaries of their lots according to the tables and illustrations in Section A.7.B and Section A.7.C.

(4) Sunbeam NBV SAP projects shall have their primary pedestrian entrances on Kennedy Causeway. Buildings in the *Sunbeam NBV SAP should* also have entrances along view corridors, the Island Walk and Pirates Alley, as feasible.

(5) Up to the top of the pedestal, facades shall address and architecturally engage primary frontage lines along their length as shown in the tables and illustrations in Section A.7.B and Section A.7.C. Pedestrian forecourts are allowed and shall not exceed 50 percent of the facade length. In the absence of a building along the remainder of a frontage Line, a streetscreen shall be built, as needed, to shield parking and service areas.

(6) At the first story, facades along a frontage line shall have frequent doors, windows and pedestrian entrances.

(7) Setbacks for buildings shall be as shown in the tables and illustration in Section A.7.B and Section A.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) Above the Pedestal, the minimum spacing between towers is 60 feet. At the top of pedestal, a non-habitable floor is allowed up to a maximum of six feet in height without additional setback to accommodate depth of swimming pools, landscaping, transfer beams, and other structural and mechanical systems.

(9) All lots in the Sunbeam NBV SAP shall comply with minimum standards for the view corridor, as described in Section A.3.A.2.g.(3).

(10) If the frontage line of a site on the north side of 79th Street is at any point more than 340 feet from a thoroughfare intersection, the building shall provide a cross-block pedestrian passage or view corridor as a recorded public easement, as shown in Section A.7.C. Such a cross-block pedestrian passage may be covered above the second story by up to ninety (90%) percent of its length with buildings spanning over the passage or structures connecting buildings, such as a terrace, pedestrian bridge, or vehicular bridge. A pedestrian passage, including paseos, are 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) Density shall not exceed that shown in the tables in **Section A.7.B** and **Section A.7.C.**, subject to the terms included in the approved Sunbeam NBV SAP Development Agreement.

(12) Sidewalks.

(a) Along Kennedy Causeway, a 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.

(b) The sidewalk, including portions on the public ROW, may be raised to address sea level rise, as appropriate, but shall connect with 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.

(c) Sidewalks shall be designed to promote a walkable, lively, and safe environment, using landscaping, lighting, furnishings and shading devices, as appropriate.

b. Building configuration.

(1) Development within private frontages shall comply with Section A.6.A, the tables and illustrations in Section A.7.B and Section A.7.C.

(2) Above the Pedestal, the building floorplate dimensions shall be limited as follows:

Sunbeam NBV South-West and South-East up to and including 20th Floor:

(a) 22,500 square feet maximum for residential uses.

(b) 40,000 square feet maximum for commercial uses and for parking.

(c) 215 feet maximum length for residential and commercial uses.

Sunbeam NBV South-West and South-East above 20th Floor:

(a) 15,000 square feet maximum for residential uses.

(b) No commercial uses nor parking.

(c) 215 feet maximum length for residential and commercial uses.

Sunbeam NBV North:

(a) 22,500 square feet maximum for residential uses.

(b) 40,000 square feet maximum for commercial uses and for parking.

(c) 215 feet maximum length for residential and commercial uses.

(3) Building heights shall be measured from base flood elevation (BFE) plus 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 A.7.B and Section A.7.C and to the following standards.

(a) At the first story:

i. The height shall be no less than 18 feet and no more than 24 feet measured from the base flood elevation (BFE) plus freeboard to the finished floor of the second story.

ii. Mezzanines in the first story shall be limited to 50 percent of the habitable floor area and shall not count as a story.

(b) Above the first story in a Pedestal:

i. The height of a story, including a liner story, shall not exceed 24 feet measured from finished floor to finished floor.

ii. In Sunbeam NBV South, the maximum height of the pedestal shall not *exceed seven stories or 100 feet.* In Sunbeam NBV SAP North, the maximum height of the pedestal shall not *exceed ten stories or 120 feet.*

iii. Mezzanines shall be limited to 50 percent of the habitable floor area and shall not count as a story.

iv. 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 purposes of determining the overall number of stories in a building.

(c) In a tower (above the Pedestal):

i. The height of a story is not limited within the maximum permitted building height.

ii. A mezzanine shall count as a story.

iii. Lots in the Sunbeam NBV SAP shall comply with Section A.7.B and Section A.7.C.

(d) A mezzanine extending beyond the specified limit shall be counted as an additional story for purposes of calculating building height.

(4) First story finished floor elevations.

(a) For commercial uses fronting Kennedy Causeway, the finished floor elevation within first 20 feet shall be flush with the adjacent sidewalk or Terrace elevation or no higher than one and one-half feet above the same.

(b) For commercial uses fronting the Island Walk, the finished floor elevation within first 20 feet shall be flush with the Island Walk or Terrace and no higher than one and one-half feet above the same.

(c) For residential uses, the finished floor elevation shall be no lower than BFE plus freeboard.

(d) 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) On shopfronts, a bulkhead (or knee wall) of the maximum allowable height is encouraged but not required. See Section A.2.E for shopfront standards.

(f) 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) Pedestals, parking structures and liners.

(a) In Sunbeam NBV South, the pedestal shall consist of no more than seven stories and shall be a maximum of 100 feet. In Sunbeam NBV North, the pedestal shall consist of no more than ten stories and shall be a maximum of 120 feet.

(b) A parking structure shall not extend beyond the height of the pedestal. For building heights in a pedestal, see Section A.3.A.2.b.(3).

(c) 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 percent 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 Chapter 9, Division 4, Landscaping).

(d) 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 percent 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 Official (see also Chapter 9, Division 4, Landscaping).

(6) Encroachments shall be as follows:

(a) A gallery may be constructed on the primary frontage south of Kennedy Causeway over the sidewalk easement. Where a gallery is constructed, it may encroach the entire 20-foot setback and shall not extend into the right-of-way. Refer to the tables and illustrations in Section A.7.B, and to Development Standards, Section A.3.A.2., for additional details.

(b) A gallery, cantilever or arcade may be constructed on the primary frontage north of Kennedy Causeway over the sidewalk easement. The gallery or arcade may encroach the entire 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 A.6.A and to Development Standards, Section A.3.A.2., for additional details.

(c) Cantilevers, cantilevered awnings and entry canopies may encroach up to seven 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 feet into the waterfront setback, up to but not extending into, the Island Walk easement.

(d) All outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall not be allowed as encroachments, except as may be directed by utility company and/or Fire Department.

(e) Loading spaces and service areas shall be internal to the building and shall not be allowed as encroachments.

(7) Vehicular access shall be as follows:

(a) 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) 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, the crossblock passage and the side setback.

(c) No more than 50 percent of the total area of the view corridor or the crossblock passage may be used for vehicular movement. Pedestrian connectivity shall be prioritized in design and vehicular movement, while facilitated, shall not occur at the expense of pedestrian safety or convenience.

(d) A vehicle accessing a loading berth is allowed to make one turning movement on an adjacent thoroughfare to minimize the lot area devoted to this function.

(8) Walls, hedges, fences and gates shall not exceed a height of three and one-half 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 feet.

(9) Streetscreens shall be between three and one-half and eight feet in height and constructed of a material matching the adjacent building facade 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 feet in height, streetscreens shall be 50 percent permeable or articulated to avoid blank walls.

(10) Screening shall be as follows:

(a) 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) 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, Siamese connections, and the like shall be placed within the line of the facade or behind a streetscreen, or as may be directed by utility company and/or Fire Department. Exhaust air fans and louvers may be allowed on the facade only on the secondary frontages above the first story.

(c) 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 twenty (20) feet. Trellises may extend above the maximum height up to 14 feet. Extensions more than ten feet above the maximum height for stair, elevator and mechanical enclosures or ornamental purposes only, shall be permitted by process of waiver.

c. Building function and parking requirements.

(1) Buildings in the Sunbeam NBV SAP shall conform to the Functions and Parking Requirements Table described in Section A.7.A. Certain functions as shown in said table shall require approval by exception. Refer to Section 8.14, Supplemental Use Regulations, Section 8.15, Supplemental Development Standards.

(2) First story uses.

(a) A minimum of 50 percent of the building frontages along Kennedy Causeway, the Island Walk, Pirates Alley, and any side streets shall be habitable space to a minimum depth of 20 feet.

(b) A minimum of 50 percent of the building frontage along a view corridor shall be habitable space to a minimum depth of 20 feet.

(c) The habitable space required along Kennedy Causeway that is not otherwise occupied by the primary entrance shall contain commercial uses and civic space uses, and no residential uses, except building entrances, lobbies, and lounges. 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) Design for tenant flexibility.

i. 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. Designs shall anticipate potential commercial power and gas load needs.

iii. Buildings should provide generous clear space between interior columns for ground floor retail and activity spaces.

d. Parking and loading berth standards.

(1) Refer to Section 9.3.E, Design Standards for Off-Street Parking, and Section 9.3.G, Mechanical Parking.

(2) Shared parking shall be allowed in compliance with Section A.6.C, Shared Parking Standards Table.

(3) Loading berths shall be provided in compliance with Section A.6.D, Loading Berth Standard Table.

(4) Off-street bicycle parking standards.

(a) The required number of off-street bicycle parking spaces shall conform with Section A.7.A, Building Function (Uses) and Parking Standards Table.

(b) After the first 50 required bicycle spaces are provided, additional spaces may be reduced by one-half.

(c) Required bicycle parking shall meet the following standards:

i. Required bicycle parking shall be provided in a safe, accessible and convenient location.

ii. Bicycle parking facilities shared by more than one use are encouraged.

iii. Required bicycle parking facilities may be located within the project site or in a shared bicycle parking facility located within 500 feet of the primary entrance as measured from the property line .

iv. When required off-street vehicular parking is covered, the required bicycle parking shall also be covered.

v. When required bicycle parking is provided in racks, one standard U-rack will accommodate two bikes and each rack shall meet the following standards:

(i) The bicycle frame and one 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 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. When required bicycle parking is provided in lockers, the lockers shall be securely anchored.

vii. 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 feet wide behind all required bicycle parking to allow room for bicycle maneuvering.

(iii) The area devoted to bicycle parking shall be hard surfaced.

viii. 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 square foot in area and be posted at the primary entrance indicating the location of the bicycle parking.

e. Architectural standards.

(1) Permanent and temporary structures.

(a) Only permanent structures shall be allowed, unless specified otherwise in this Code.

(b) 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 Special Area Plan Permit.

i. *Island Walk:* Temporary structures such as kiosks, stands, and tents may be allowed within the Island Walk easement and the waterfront setback.

ii. *Pirates Alley:* Temporary structures such as shipping containers, food trucks, kiosks, stands, and tents may be allowed.

iii. Construction trailers shall be permitted while a construction site remains active under duly permitted work.

(2) Private frontages and facades.

(a) The sidewalk-level facades of all buildings shall be glazed with no less than 50 percent clear glass as measured between the finished floor and ceiling including the glass area of the front door.

(b) The facades of all sidewalk-level commercial spaces shall be detailed as shopfronts. Shopfronts shall conform to Section A.2.E, Shopfront Standards. Lobbies, civic and civil support uses, live-work units, and townhouses are not required to be detailed as shopfronts.

(c) Outdoor commercial uses.

i. Temporary exterior commercial uses and displays along the shopfront's adjacent sidewalks are encouraged and allowed by Special Area Plan Permit. All temporary displays shall maintain a minimum clear pedestrian walkway of five feet.

ii. For outdoor dining areas on sidewalks that are in the public right-of-way, see Section 8.15.H. Outdoor dining and sidewalk cafes in Supplemental Development Standards.

iii. Outdoor dining areas on sidewalk easements and the Island Walk easement are encouraged and allowed by right, 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 feet wide shall be provided.

(d) Galleries and arcades.

i. For the Gallery Frontage Type, see Section A.6.A.g., Frontage Type Table.

ii. For the Arcade Frontage Type, see Section A.6.A.h., Frontage Type Table.

iii. See also Section A.7.D, Section Detail Illustration.

iv. The height shall be the same as the height of the first story.

v. The columns shall be located a minimum of two feet from the property line.

vi. Columns shall be spaced as appropriate to complement the architecture of the building.

vii. A cornice or roof extension shall project one foot minimum and two feet maximum from the outer face of the gallery or arcade and shall not overhang the ROW.

viii. Gallery details:

(i) Galleries shall be made of materials that complement the architecture of the building.

(ii) Columns may be round with a maximum diameter of twelve inches.

(iii) The ceiling shall have decking when visible from the sidewalk and shall be metal, 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, metal cable, or glass.

ix. Arcade details:

(i) Arcades shall be made of materials that complement the architecture of the building.

(ii) Columns shall be no more than four feet wide and two and one-half feet deep.

f. *Sign standards.* See Section A.2.F.

g. Landscape and waterfront design standards.

(1) Landscape standards.

(a) Open space shall be a minimum of ten percent of the total lot area.

(b) Where a gallery or arcade is not provided, street trees shall be planted. The trees shall be planted two 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. The species shall be native or Florida-friendly. See Chapter 9, Division 4, Landscaping.

(2) Island Walk.

(a) *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. See also Section A.7.D, Section Detail Illustration

(b) *General requirements*.

i. Every waterfront property shall provide an 18-foot wide Island Walk easement within the 25-foot waterfront setback.

ii. The location of the easement shall be indicated on the site plan for the Special Area Plan Permit approval process and recorded with the Village.

iii. The Island Walk shall be open to the public from sunrise to sunset every day.

iv. Restaurants with outdoor dining, retail, kiosks for food and retail sales are all allowed and encouraged.

v. Access to docks for boats or overwater seating is allowed and encouraged.

vi. The surface shall be a maximum of eight inches below the sea wall cap.

(c) *Design standards for the Island Walk.* 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 Section A.7.D, Section Detail Illustration.

i. Safety zone. A minimum three-foot wide area adjacent to the sea wall that shall be paved and/or landscaped.

(i) Where railings, walls and/or other barriers are not provided along the water's edge, waterfront users should be warned when coming close to the water with a minimum three-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 three-quarters to one and one-half inches in diameter, set in concrete leaving a relief of one-quarter to one-half inches or similar aggregate pavers with ADA domes.

(iii) Planting beds shall be a minimum three feet wide with trees planted at grade providing shade to pedestrians. Trees shall be evenly spaced at approximately 20 to 25 feet on center. Low level plantings may be provided at the base of the trees or palms, not to exceed two 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-foot wide uniform exposed aggregate finish such as a river rock or other 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 20 to 25 feet on center.

(d) *Circulation zone.* A 12-foot wide minimum unobstructed, linear pedestrian walkway. The maximum width is 19 feet.

i. The circulation zone will typically be located immediately adjacent to the riparian right-of-way. However, it may meander within the 25-foot shoreline setback.

(i) Offsets in the alignment of the walkway are permitted.

(ii) The circulation zone shall align with previously completed portions of the Island Walk on adjacent parcels.

(iii) The passive zone shall follow the path of the circulation zone.

(iv) The safety zone shall follow the edge of the sea wall.

ii. Obstructions to movement (trees, bollards, lighting, etc.) within the circulation zone shall not reduce the clear width of the walkway to less than 12 feet at any point.

iii. The circulation zone shall be constructed of non-slip paving materials with high aesthetic appearance and structural qualities to support emergency vehicle access.

iv. The circulation zone shall feature a distinctive paving pattern throughout the length of the Island Walk. The pattern shall be approved by the Village Manager.

v. 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) *Passive zone.* A minimum three-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 feet each may be elevated up to 36 inches above the level of the promenade for plantings, seating, and enhanced bay views.

ii. Benches may 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) *Transition zone.* A maximum seven-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, except as required for outdoor dining, preferably by means of planters with hedges or other plant materials.

iii. The entire transition zone may be paved but it is not required to be. 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.

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.

(g) Exceptions.

i. The path of the Island Walk, it may be constructed over the water. The overwater version shall follow the same dimensions and include the same zones as described in the design standards for the Island Walk and shall be in addition to the minimum 18 foot width of the upland side of the seawall.

(h) Standards and guidelines for design elements.

i. Landscaping.

(i) Plant material shall be salt-tolerant and primarily native or Florida-friendly.

(ii) Royal Palms or shade trees shall be planted along the safety zone

(iii) Shade trees shall be planted within the passive and transition zones spaced approximately 20 to 25 feet on center.

(iv) 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) Raised planters, if used, shall be confined to the passive zone, and planter walls shall double as sitting walls, 18 to 24 inches in height.

ii. Lighting.

(i) Lighting at the water's edge shall be confined to bollards, which shall be 24 to 30 inches high and spaced approximately 20 to 25 feet on center.

(ii) Bollards shall be illuminated with 100 watt LED lamps with down illumination not extending beyond the sea wall line.

(iii) Overhead lighting shall be confined to the passive zone and consist of down lighting with lamps not over 14 feet high, 175-watt LED, and spaced approximately 40 to 50 feet on center.

(iv) Uplighting of landscaping shall not be allowed unless the light source is not visible to adjacent residential units.

(v) The color temperature of lamps shall be no more than 2,700K.

(vi) Colored lighting, shall not be used for primary lighting but may be used for signs and accent lighting.

(vii) Simple contemporary fixture design shall be used as opposed to highly stylized, vintage or period designs.

iii. Signage.

(i) All public access waterfront walks shall be marked with a standard Island Walk identification sign, to be specified by the Village.

(ii) All major public access points, including park walkways, roadways, dedicated crossblock passages and public plazas, shall be marked

with a standard Island Walk identification sign, to be specified by the Village.

(i) 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 A.2.E and signage standards in Section A.2.F.

(ii) Uniformly designed historic or environmental markers and descriptive plaques shall be placed in the passive zone.

(iii) Signage shall identify access points and adjacent activities (cafes, shops, etc.) for boaters.

(3) View corridors.

(a) 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. In the Sunbeam NBV various view corridors shall be provided and visual access will be secured by maintaining a minimum two story high clearance zone through the length of the view corridor.

(b) The width of view corridors in the aggregate shall equal 20 percent of the northern parcel frontage to be provided in various individual corridors each measuring a minimum width of 20 feet as indicated in the table and illustrations in Section A.7.C.

(c) View corridors shall be open at the ground level, of which 50 percent may be landscaped. All non-landscaped areas shall be paved with pervious pavers.

(d) The grade shall not rise more than four feet above the Island Walk.

(e) Landscaping shall be flush with the pavement except that 25 percent of the landscaped area may be in raised planters. The planters shall not be higher than 18 inches above grade and shall be designed to accommodate seating.

(f) To preserve views and foster safety, there shall be minimal vegetation and foliage between three and eight feet above the grade of the Island Walk. This restriction shall not be construed to limit tree trunks and palms.

(g) Curbs, if present, shall be flush.

(h) Vehicular traffic is allowed on no more than 50 percent of the area. Parking is not allowed. Standing vehicles shall not exceed 20 minutes. Turning movements associated with access to loading docks are allowed.

(i) 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.

(j) The ground floor of the building facing the view corridor shall contain habitable spaces that are at least 20 feet deep and shall conform to the architectural standards in Section A.3.A.2.e.

(4) Island Walk public access walkways.

(a) All waterfront properties in the Sunbeam NBV SAP shall provide and maintain a five-foot (minimum) wide public access connection walkway between the Island Walk and Kennedy Causeway.

(b) The Island Walk Access shall be located within the view corridor. Additional paseos or breezeways are encouraged.

(c) The path shall be ADA compliant.

(d) The Island Walk Access shall not be separated or distinguished from the view corridor.

(e) The Island Walk Access shall be open to the public during the hours that the Island Walk is open.

(f) The easement shall be indicated on the submittals for the Special Area Plan Permit approval process and recorded with the Village.

(5) *Waterfront sites.* For additional standards, see Chapter 9, Division 5, Design Standards for Coastal Sites.

h. Ambient standards.

(1) Noise regulations shall be as established in the Village Code of Ordinances.

(2) Average lighting levels measured at the building frontage shall not exceed 20 foot-candles.

(3) 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.

(4) The lighting fixtures of exposed rooftop parking shall be concealed by a parapet wall and shall not be seen from surrounding streets.

i. Tables and illustrations specific to zones.

(1) For south sector, refer to Section A.7.B.

(2) For north sector, refer to Section A.7.C.

(3) For Section Detail Illustration, refer to Section A.7.D.

(4) For design review criteria table, refer to Section A.7.I.

§ A.4 Definitions.

This Section provides definitions for terms in appendix A, Sunbeam NBV SAP, 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 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 Section, this Section shall take precedence.

A. *Definitions of building function (uses).* See Section A.7.A, Building Function (Uses) and Parking Requirements Table.

1. *Residential.* This category is intended to encompass land use functions predominantly of permanent housing.

Community residence. A "resident," for the purpose of a community residence, may include any persons as defined in the following statutes.

- A disabled adult or frail elder as defined in Section 429.65(8) and (9), Florida Statutes

- A physically disabled or handicapped person as defined in Section 760.22(7), Florida Statutes
- A developmentally disabled person as defined in Section 393.063(12), Florida Statutes
- A child as defined in Section 39.01(12), Florida Statutes

(a) 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

(b) A dwelling unit licensed to serve clients of the State Department of Children and Families, which provides a living environment for seven to 14 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

(c) 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 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 multi-family 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 50 percent of the dwelling unit area.

Rowhouse. A rearyard 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. Synonym 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 200 square feet that includes sanitary facilities, and that may include a kitchenette.

Bed and breakfast. A group of lodging units not to exceed ten units that may provide services for dining, meeting, and recreation.

Inn. A group of lodging units not to exceed 25 units that may provide services for dining, meeting and recreation.

Hotel. A group of lodging units exceeding 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.

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 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 or more classes of the public, excluding any person under 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.

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.

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, but are 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 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; community rooms; 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.

Religious facility. A facility used for regular organized religious worship and related activities.

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 acres; shall be equipped to provide permanents seating for more than 4,000 patrons or provide more than 100,000 square feet of exhibition space, and shall provide off-street parking for more than 1,000 vehicles.

6. *Civil Support.* This category is intended to encompass land uses predominantly supportive of other urban uses and functions.

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.

Infrastructure and utilities. A facility or structure related to the provision of roads, pedestrian bridges, water and sewer lines, electrical, telephone and cable transmission, and all other utilities and communication systems necessary to the functioning of a community.

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.

Marina. A facility for storage, servicing, fueling, berthing, or securing of boats. The use does not include marine-related industrial activities.

Public parking. A parking facility available to the general public for parking motor vehicles, including parking lots or garages.

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.

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.

Childcare. A facility where six 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.

College/university. A facility for post-secondary education that grants associate, bachelor, master or doctoral degrees, and may include research functions or professional schools.

Elementary school. A facility offering instruction at the elementary school level.

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.

Middle/high school. A facility offering instruction at the middle or high school level.

Pre-school. A facility offering care and instruction of children who are pre-elementary school age.

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.

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-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).

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 months.

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.

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. Synonym backyard cottage, garage apartment, granny flat, ancillary apartment.

Accessory dwelling unit (ADU). See accessory dwelling unit, in Section A.4.A.1.

Accessory unit. See accessory dwelling unit.

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.

Albedo. The ratio of light reflected by a surface.

Allee. A regularly spaced and aligned row of trees usually planted along a street or pedestrian passage.

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.

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.

Arcade frontage. See Section A.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.

Architectural features. Prominent or significant parts or elements of a building or structure.

Architectural screening. A decorative architectural element which may be incorporated into or applied to a building's facade 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.

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.

Awning. A movable roof-like structure, cantilevered or otherwise entirely supported from a building, used to shade or screen windows or doors.

Awning sign. A sign painted on, printed on, or applied to an awning.

Backbuilding. A single-story structure with a maximum width of 12 feet connecting a primary building to an outbuilding.

Balcony. An unenclosed habitable structure cantilevered from a facade or building elevation.

Band sign. See wall sign.

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.

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.

Base flood. The 100-year flood, i.e., the flood that is estimated by FEMA to have a one percent 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.

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.

Basement. A story with its finished floor at least 5 feet below the elevation of the Front Yard and the Island Walk. It shall be excluded from FLR calculations.

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 50 percent glass.

Bed and breakfast. See Section A.4.A.2, Lodging Use.

Bicycle lane. A lane dedicated for bicycle use demarcated by striping or otherwise separated from vehicle lanes.

Bicycle rack space. Parking space for any two-wheel alternative mode of transportation including: Bicycle, scooter, motorcycle, Segway®, etc.

Bicycle route. A thoroughfare designated for shared use of bicycles and automobiles.

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.

Block. The aggregate of private lots, passages, rear lanes and alleys, the perimeter of which abuts thoroughfares.

Build-to line. A line established within a given lot indicating where the outer edge of a structure must be located.

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.

Building Code. The State of Florida Building Code.

Building configuration. The form of a building, based on its massing, private frontage, and height.

Building height. The vertical extent of a building measured in feet.

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.

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.

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.

Canopy sign. A sign that is part of, or attached to, a canopy.

Cap (in the context of sea walls). A box structure which ties together a seawall at the top.

Civic. Uses held in private or public ownership but functioning for community purposes such as religious, cultural, environmental, or educational uses. See Section A.4.A.5.

Civic building. A building designed specifically for a civic function.

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.

Clear window. The glass surface of a window that allows visual permeability without tinting or screening.

Civic Space. An area accessible by the general public, whether open air or conditioned space provided at grade, on an elevated plane, or at any level of a building or structure, improved and arranged generally for community purposes and specifically for Civic, Civil Support or Educational Uses, for purposes of compliance with requirements set forth in Section A.2.G.1.

Code. The NBV 100 Code. May also be referred to herein as this Code.

Commercial. See Section A.4.A.4.

Commercial rental sign. See real estate sign.

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 A.6.A, Frontage Types Table.

Community residence. See Section A.4.A.1, Residential Use.

Comprehensive Plan. The North Bay Village adopted Comprehensive Plan.

Configuration. The form of a building based on its massing, private frontage and height.

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.

Corner sign. A sign mounted perpendicularly from a building edge along two frontages positioned at an equal degree to both frontages.

Cross-block passage. See passage.

Crown of road. The elevation of the crown of road. Refer to the Department of Public Works.

Density. The number of dwelling units within a standard measure of land area, usually given as units per acre.

District. See form-based district.

Dock. See pier.

Dormitory. See Section A.4.A.1, Residential Use.

Dwelling unit. Residence of a single housekeeping unit.

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.

Eave. The edge of the roof that meets or overhangs the walls of a building.

Ecotone. A region of transition between two biological communities.

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.

Elevation, building. An exterior wall of a building not along a frontage line. See facade.

Elevation, floor. Height of floor level.

Electronic message center (EMC) sign. A sign, or portion thereof, that consists of electronically changeable alphanumeric text.

Encroachment. Building element permissible within required setback.

Enfront. To place an element along a frontage, as in "arcades enfront the street."

Entrance, primary. The main point of access for pedestrians into a building. It shall remain open and unobstructed during regular business open.

Entry height. The maximum or minimum 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.

Estate sale sign. A temporary sign advertising a home sale of household goods.

Exception. A permit for a deviation from the uses allowed by this Code requiring a public hearing. See Chapter 4, Section 4.4.

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.

Fence. A permeable metal or wooden wall, independent of a building, located along a frontage line.

FEMA. Federal Emergency Management Agency.

Finished grade. The final elevation of the average ground level adjoining a building at all exterior walls after development.

Finished floor level. The top of the structural floor members of the habitable spaces. See also Section A.3.A.2.

Flood insurance rate map (FIRM). Provides information on flood risk including flood zones and BFE.

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."

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.

Floorplate. The total indoor and outdoor floor area of any given story of a building measured to the exterior of the wall or balcony.

Floor. See story.

Floor area. 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.

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 maximum FLR may exceed the actual capacity that a site can sustain when other regulations of the Code are applied to the site.

Food service establishment. See Section A.4.A.4, Commercial Use.

For sale sign. See real estate sign.

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 A.6.A, Frontage Types Table.

Form-based code. A 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.

Form-based district. An area composed of transect zones.

Freeboard. Minimum required additional height above the BFE that constitutes a factor of safety required by FEMA, typically at least one foot in A zones and five feet in V zones. (See also Chapter 10, Section 10.2.)

Frontage. The area between a building facade and the vehicular lanes of a thoroughfare or the pavement of a pedestrian passage.

Frontage, building. Synonym for facade.

Frontage, pedestrian. That frontage facing the public space that defines the primary, dedicated, and accessible pathway that runs parallel to the street.

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.).

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.

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.

Frontage, retail. Frontage that intended for retail use.

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.).

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.

Function. The land use allowed on property according to this Code.

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.

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 A.6.A, Frontage Types Table. Compare to arcade.

Gallery frontage. See Section A.6.A, Frontage Types Table.

Green space. An open space outdoors, at grade, unroofed, landscaped and free of impervious surfaces.

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.

Ground floor. Synonym for first story.

Ground sign. A freestanding single or double-faced sign that is placed on or anchored in the ground.

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.

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.

Hanging sign. A single or double-sided sign suspended from the underside of a canopy, awning, or structure contained wholly underneath the overhead structure.

Height. See building height.

Home office. See Section A.4.A.1, Residential Use.

Hotel. See Section A.4.A.2, Lodging Use.

Inn. See Section A.4.A.2, Lodging Use.

Intensity. The magnitude of development measured by floor lot ratio permitted in the restricted, limited and open categories of a transect zone.

Island Walk. The public shoreline walkway in North Bay Village, formerly known as the Baywalk.

Kiosk. A 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.

Kitchen. A room or area inside a building fully equipped with all the standard cooking appliances including: A sink, stovetop, oven, and refrigerator.

Kitchenette. A room or area inside a building partially equipped with standard cooking appliances, including: A sink, stovetop, and refrigerator, but excluding an oven.

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 A.6.B, Definitions Illustrated Table.

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 A.6.B, Definitions Illustrated Table.

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 A.6.B, Definitions Illustrated Table.

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 A.6.B, Definitions Illustrated Table.

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.

Level. Synonym for story.

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.

Livability. See Section A.1.B.2.a.

Live-work. See Section A.4.A.1, Residential Uses.

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.

Living shoreline. A protected and stabilized shoreline that is made of natural materials such as plants, sand, or rock.

Living wall. See green wall.

Loading berth. See loading space.

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.

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.

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; see Net Lot Area.

Lot, corner. A lot or parcel of land abutting two or more thoroughfares at their Intersection , or two parts of the same thoroughfare forming an interior angle of less than 135 degrees.

Lot coverage. The area of the lot occupied by all buildings, excluding structures such as decks, pools, and trellises.

Lot, interior. A lot abutting only one thoroughfare.

Lot line. The boundary that legally and geometrically demarcates a lot.

Lot width. The length of the narrowest dimension frontage line of a lot.

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.

Marquee sign. A sign attached to a marquee.

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.

Mezzanine. An intermediate, partial floor that projects between main floors of a building and it is counted among the overall floors of a building.

Mean sea level (MSL). Average sea level, commonly referred to as sea level.

Micro unit. A small studio apartment, less than 400 square feet with a fully functioning and accessibility compliant kitchen and bathroom.

Multi-family housing. See Section A.4.A.1, Residential Use.

Mixed-use. Multiple functions within the same building or within the same area through superimposition or adjacency.

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.

NBV100. Master Plan for North Bay Village.

Net Lot Area. The area within the lot property lines, excluding any portions of street rights-of-way or other required dedications; see Lot Area.

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.

Open house/model home sign. See real estate sign.

Open space. Any parcel or area of land or water essentially unimproved by permanent buildings and mostly 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. Open space may also be provided at elevated levels of structures and shall provide prominent access to the general public during hours of operation.

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.

Parking area. Any area designed and used for parking motor vehicles including parking lots and garages, driveways, garages serving residential uses, and thoroughfares.

Parking garage or *parking structure.* A structure containing vehicular parking, including mechanical parking systems.

Parking, off-site. Spaces provided for vehicles and located outside of the boundaries of the lots to be served.

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.

Parking, shared. The policy wherein day/night and weekday/weekend schedules allow the parking to be shared by more than one use or building.

Parking, tandem. The placement of vehicles one behind the other as opposed to side by side.

Paseo. See passage.

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.

Pedestal. In T6 zones, that portion of a building up to and including the seventh story or 100 feet. Also known as podium.

Pedestrian passage. See passage.

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.

Pier. A platform extending from shore over water used to secure and protect vessels or allow pedestrian access to extend over water.

Planter. The element of the public streetscape which accommodates street trees. Planters may be continuous or individual and separated.

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.

Plaza. An open space or frontage type 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.

Political sign. A sign advertising a candidate, political party, or position in connection with a local, state, or national election.

Porch. An open-air room appended to a building, with floor and roof but no walls on the sides facing frontages.

Porch and fence frontage. See Section A.6.A, Frontage Types Table.

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.

Primary dwelling unit. See single-family residence.

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.)

Principal. Synonym for primary.

Projecting sign. A building-mounted, double-sided sign which is mounted perpendicular to a building's facade.

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.

Property line. Demarcation of private property ownership.

Prosperity. See Section A.1.B.2.c.

Public parking. See Section A.4.A.6., Civil Support Use.

PZB. The Planning and Zoning Board of North Bay Village.

Real estate sign. A sign depicting sale or lease of a property on the premises of the property being advertised.

Recreational watercraft. A vessel or craft designed and licensed to move across or through water, designed and outfitted exclusively for recreational use.

Regulating Plan. The Form-Based Districts Regulating Plan of North Bay Village. See Section A.1.D, Form-Based District Regulating Plan and Appendix A.

Rental. See real estate sign.

Residential use. See Section A.4.A.1.

Residential construction sign. See construction sign.

Resiliency. The capacity of a community, business, or natural environment to prevent, withstand, respond to, and recover from a disruption.

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.

Retail frontage line. Frontage lines designated on a special area plan that require the ground level to be available for retail use.

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.

Rip rap. Loose stone used to form a foundation for a breakwater or other structure.

ROW. Right-of-way.

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.

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.

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.

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.

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.

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.

SF. Square foot.

Shared parking standards. An accounting for parking spaces that are available to more than one function.

Shared use path. A form of infrastructure that supports multiple recreation and transportation opportunities. Users but are not limited to: Bicyclists, in-line skaters, wheelchair users, and pedestrians.

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 A.2.E, Shopfront Standards.

Shopfront frontage. See Section A.6.A, Frontage Types Table.

Sidewalk. The paved layer of the public frontage dedicated exclusively to pedestrian activity.

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.

Sign band. A horizontal component of a shopfront to accommodate band signs located above transom and shopfront windows and below the transition band.

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.

Sign copy. Any letter, numeral, figure, symbol, logo, or graphic element displaying the content or message of a sign.

Special Area Plan Permit. The permit process for the implementation of phases within the Sunbeam NBV SAP district granted administratively. See Section A.1.H.

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).

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.

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.

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 stair.

Stoop frontage. See Section A.6.A, Frontage Types Table.

Storefront. Synonym for shopfront.

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.

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.).

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 percent opaque; or a dense hedge.

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.

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.

Sub-Urban Zone or *T3 Zone.* See transect zone (T-Zone). (Reserved)

Terrace. An elevated, uncovered patio along the front of a building, larger than a stoop or stair landing.

Terrace frontage. See Section A.6.A, Frontage Types Table.

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.

Tower. In T6 Zones that portion of a building that extends above the pedestal.

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.

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.

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 (R), Limited (L), and Open (O).

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.

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.

Two-family residence. See Section A.4.A.1, Residential Use.

Type. A category determined by function, disposition, and configuration, including size or extent, such as thoroughfare types, civic space types, etc.

Understory. The uninhabited ground level of a building designed to allow flood waters to pass through.

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.

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.

Verge. The green space between the sidewalk and the curb in the public right-of-way.

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.

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.

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 classes. Minor: Under 16 feet in length; major: 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.

Vestibule. A passage, hall, or room between the outer door and the interior of a building.

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 within a clearance of two stories. Landscaping must not completely obstruct the view.

Village. North Bay Village.

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.

Village Code. The Code of Ordinances of North Bay Village.

Waiver. Permits for a minor deviation from the Code, other than for use, granted administratively. See Section 15.1.H.

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.

Warning/instructional sign. An on-premises sign regulating the use of the premises, such as a "no trespassing," "no-hunting," or "no soliciting" sign.

Warrant. A minor use exception granted administratively. See Section 15.1.H.

Wayfinding sign. A sign or series of signs directing from point to point or confirming progress along a route to a destination.

Window sign. A sign that is applied, painted, or affixed to a window, or placed inside a window, within three 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.

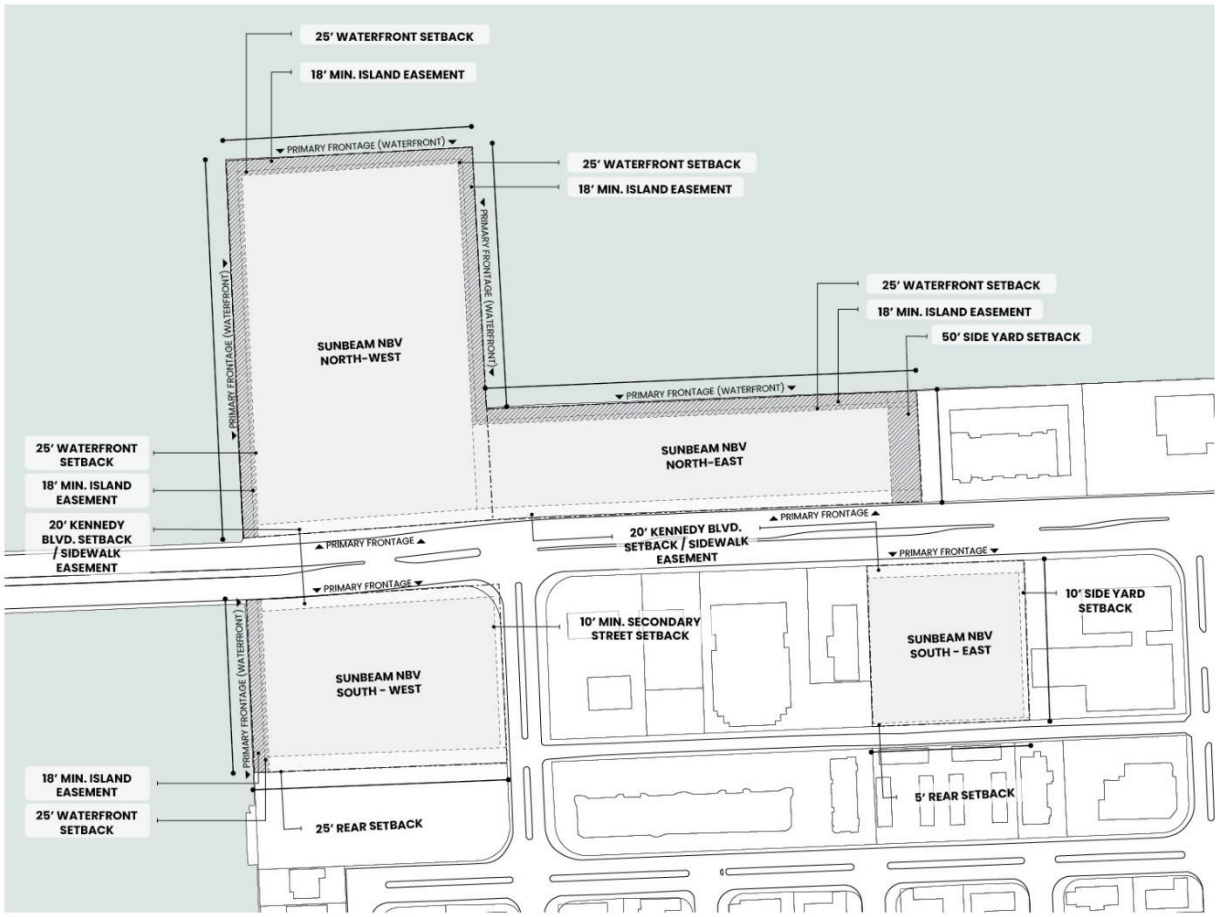
Work-live. A mixed-use unit that contains a commercial, office, or light industrial component. The work component exceeds 50 percent of the dwelling unit area.

Yard sale sign. See garage sale sign.

Yard sign. A freestanding sign placed along a property frontage.

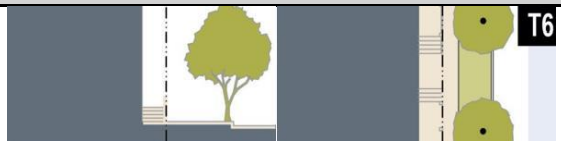
§ A.5 Form-Based Districts Regulating Plan.

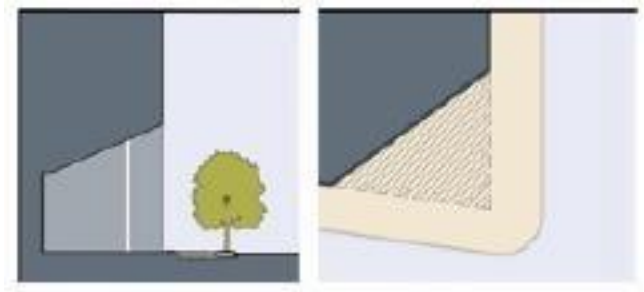
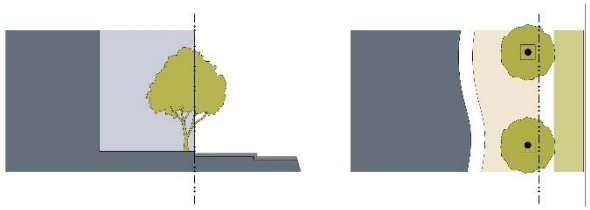
The official Sunbeam NBV SAP Form-Based District Regulating Plan (a.k.a., Sunbeam Regulating Plan) is maintained in the Office of the Village Clerk. Refer to Section A.1 for General Provisions. The Sunbeam NBV SAP form-based district indicated on the Sunbeam Regulating Plan supersedes zoning districts and overlay districts on the North Bay Village Zoning Map.



2. Sunbeam NBV SAP Site Plan

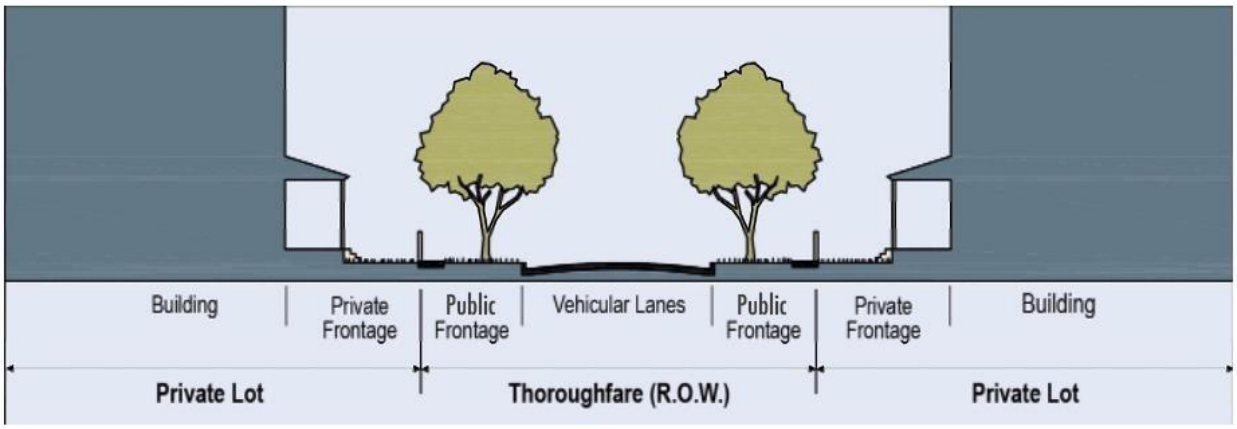
§ A.6.A Frontage Types Table

	SECTION / PLAN
	SECTION: LOT PRIVATE ► Frontage | R.O.W. ◄ PUBLIC Frontage — PLAN: 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.	
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.	
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.	
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.	
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.	
g. Gallery.	

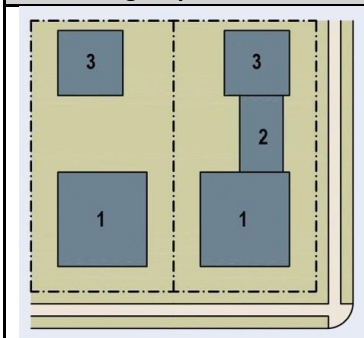
A frontage wherein the facade is aligned at the frontage line with an attached lightweight colonnade overlapping a sidewalk. This type is conventional for retail use. The gallery shall be no less than 20 feet wide and shall overlap the whole width of the Kennedy Cswy. setback up to the property line.	
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.	
i. Cantilever.	
A Frontage where a portion of the Façade cantilevers beyond the first floor building line including but not limited to an improved public or private outdoor area covered by a structure and open to a Thoroughfare on a minimum of one (1) side. The area below a Cantilever may be an extension of a Civic Space Type or Open Space and may project beyond the Frontage Line.	
j. Plaza.	
A frontage where the facade is setback from the frontage line and the area between the façade and the frontage line is Open Space or Civic Space. Plazas may be landscaped or hardscaped.	

§ A.6.B Definitions Illustrated Table.

a. Thoroughfare and Frontages.

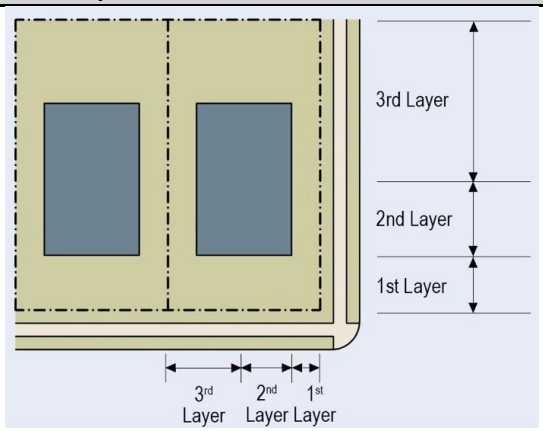


b. Building Disposition

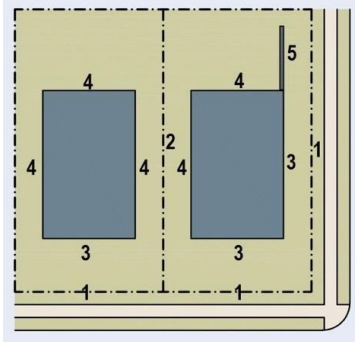


1 - Primary Building
2 - Backbuilding
3 - Outbuilding

c. Lot Layers.

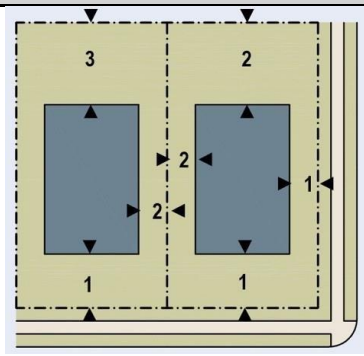


d. Frontage & Lot Lines.



1 - Frontage Line
2 - Lot Line
3 - Facades
4 - Elevations
5 - Streetscreen

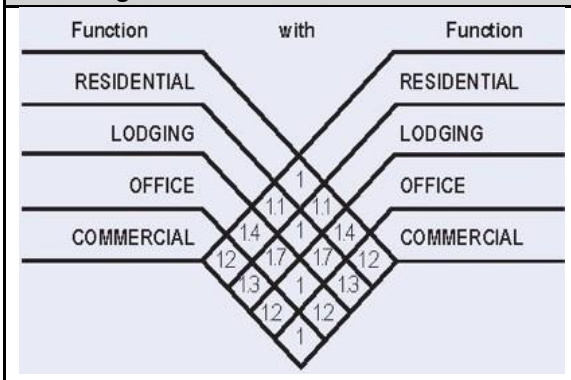
e. Setback Designations.



1 - Front Setback
2 - Side Setback
3 - Rear Setback

§ A.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 A.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.

At such time as public transportation such as train, light rail or ferry but not including bus service, is provided, parking requirements may be reduced by thirty (30%) percent pursuant to Section A.7.A.a.

§ A.6.D Loading Berth Standards Table.

USE			NOTES
a. Residential[1]	**From 25,000 sf to 500,000 sf**		**Berth Types** Residential: 240 sf = 10 ft x 20 ft (12 ft high) Commercial: 420 sf = 12 ft x 35 ft (15 ft high) Industrial: 660 sf = 12 ft x 55 ft (15 ft high) [1] Residential loading berths shall be set back a distance equal to their length.
	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	

<table>
<tr><td rowspan="8">c. Office,

Commercial,[2]
Industrial[3]</td><td colspan="3">From 25,000 sf to 500,000 sf</td><td rowspan="8">[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.</td></tr>
<tr><td>Berth Size</td><td>Loading Berths</td><td>Area</td></tr>
<tr><td>420 sf</td><td>1st</td><td>25K sf—50K sf</td></tr>
<tr><td>420 sf</td><td>2nd</td><td>50K sf—100K sf</td></tr>
<tr><td>420 sf</td><td>3rd</td><td>100K sf—250K sf</td></tr>
<tr><td>420 sf</td><td>4th</td><td>250K sf—500K sf</td></tr>
<tr><td colspan="3">Greater than 500,000 sf</td></tr>
<tr><td>Berth Size</td><td>Loading Berths</td><td>Area</td></tr>
<tr><td>660 sf</td><td>1 per</td><td>500K sf</td></tr>
</table>

KEY:
sf = square feet
K = 1,000

§ A.6.E Sign Restrictions Table.

Sign Type*	Period	Number of Signs (Max.)	Sign Area (Max.)	Copy Height (Max.)
a. A-Frame	B	1 per tenant	9 sf. each side	n/a
b. Awning	O	1 sloping plane, plus 1 valence per awning	75% of sloping plane; 75% area of awning valence	16 in. on sloping plane; 8 in. on valence
c. Band Sign (Syn. Wall sign)	O	1 per frontage	3 sf. per linear ft.	16 in. on sloping plane; 8 in. on valence
d. Banner	T	1 per event	Per NBV	Per NBV

e. Canopy	P	1 per canopy	2 sf. per linear foot of shopfront	Copy height (max.)
f. Commercial Construction	T	1 per construction site	32 ft.	n/a
g. Corner	P	1 per building	40 sf.	16 in. on sloping plane; 8 in. on valence
h. For Sale	T	1 per lot	3 sf. each side, 60 in. above grade	Per NBV
i. Ground	P	1 per frontage	36 sf. each side	Copy height (max.)
j. Hanging	P	1 per tenant	6 sf. each side	n/a
k. Marquee	P	1 per entry	n/a	16 in. on sloping plane; 8 in. on valence
l. Mural**	P	1 per frontage	n/a	per NBV
m. Projecting	P	1 per tenant	6 sf. each side	Copy height (max.)
n. Open House Estate Sale Model Home	T	1 per lot	3 sf. each side, 30 in. above grade	n/a
o. Window	O	1 per window	25% of glazed area	Per NBV
p. Yard	T	1 per 50 feet of frontage	6 sf. each side	Copy height (max.)

KEY:

P—Permanent; signs do not require removal.

O—Occupancy; signs must be removed within seven days of the end of tenant occupancy. B—

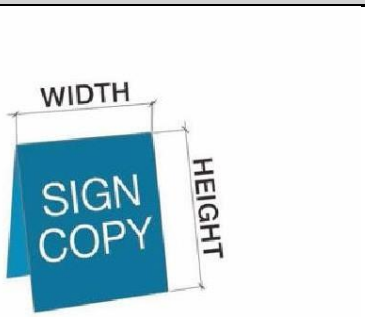
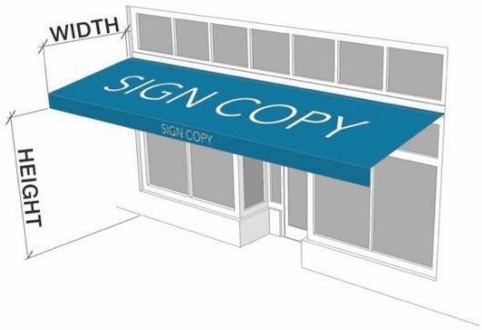
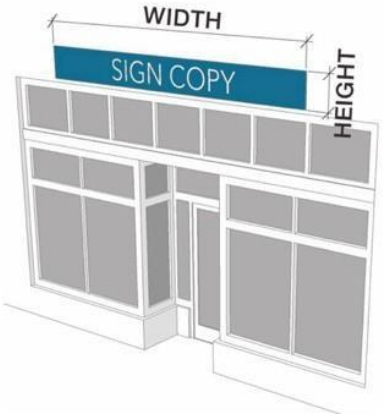
Business; signs must be removed when the business is closed.

T—Temporary; signs must be removed within the time period specified by sign type. Per NBV—Parameter to be determined admiratively. See also Section 11.7.

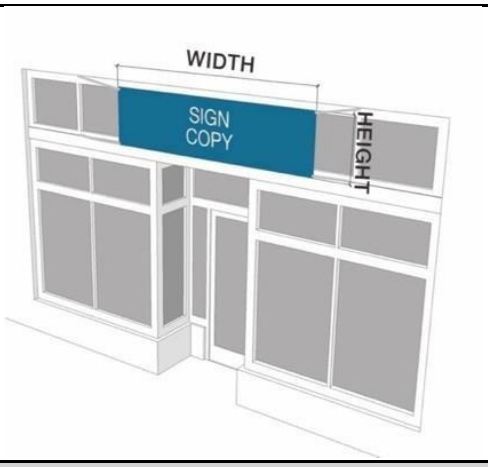
* Note: See Section A.4.B, Definitions of Terms, and Section A.6.F, Sign Types Illustrated Table.

** Murals—In keeping with the character of the Village, it is suggested that murals be limited to themes depicting nature or the natural environment.

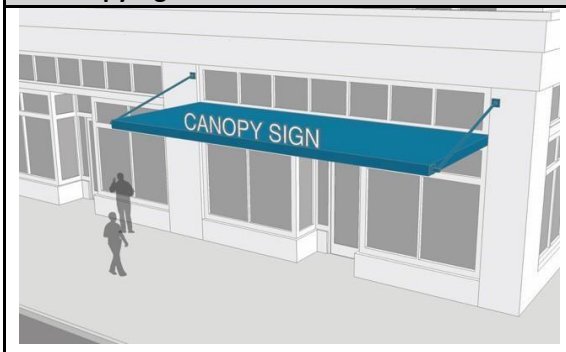
§ A.6.F Sign Types Illustrated Table.

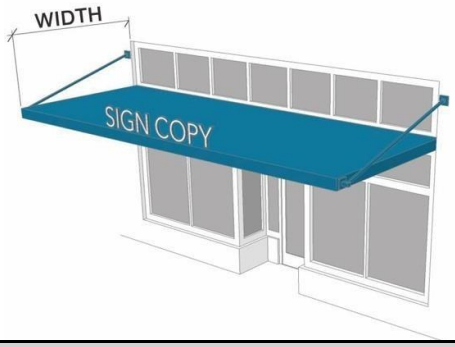
a. A-Frame Sign.	
	
b. Awning Sign.	
	
c. Band Sign (Syn. Wall Sign).	
	
d. Banner Sign.	





e. Canopy Sign.





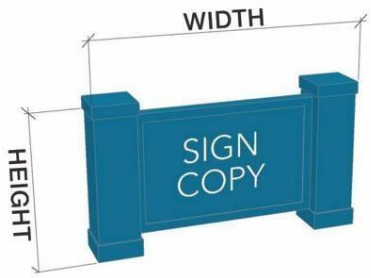
f. Corner Sign.



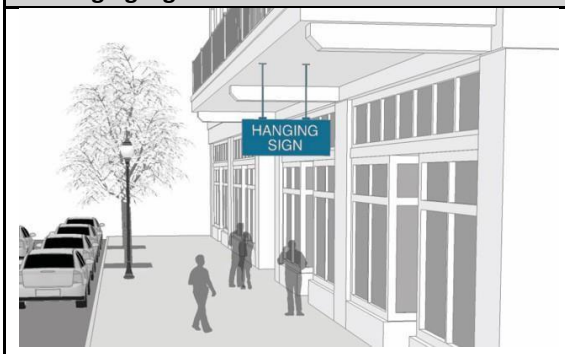


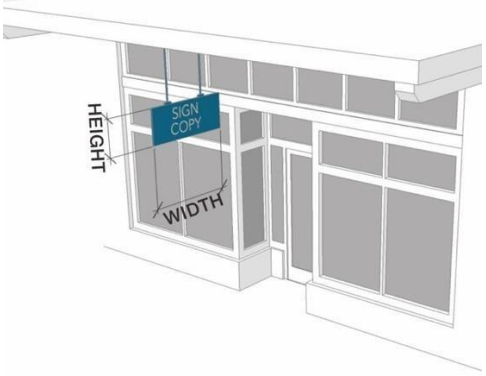
g. Ground Sign.





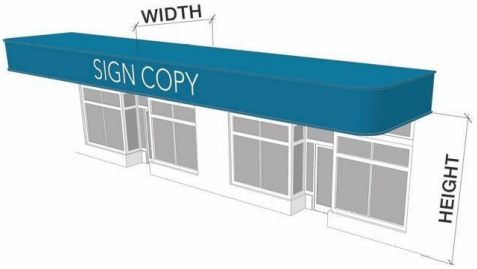
h. Hanging Sign.





i. Marquee Sign.





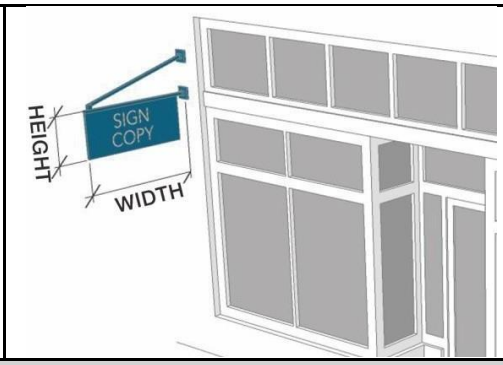
j. Mural Sign.





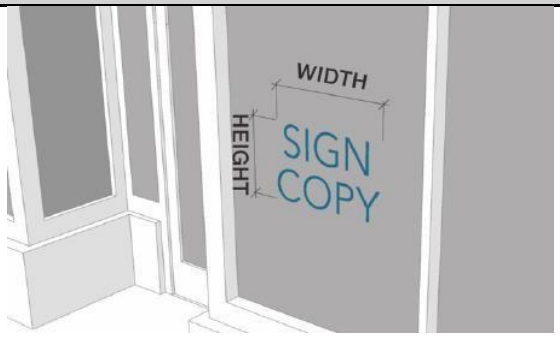
k. Projecting Sign.





l. Window Sign.





m. Wayfinding/Yard Sign.





§ A.7.A Building Function (Uses) and Parking Requirements Table.

USE		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, Section A.6.C and Section A.6.D. • Parking ratio may be reduced by 30 percent due to proximity to a transit corridor after review and approval by Village Commission. • Loading Berth Standards - See Section A.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 0.75 parking spaces per dwelling unit less than 400 SF with Commission approval. • Minimum of one additional visitor parking space for every ten dwelling units. • Live-work - Work component shall provide parking as required by the non-residential use
Community Residence		
Accessory Dwelling Unit (ADU)		
Two-Family Residence		
Multi-Family Housing	R	
Dormitory	R	
Home Office	R	
Live-Work	R	

		in addition to parking required for the dwelling unit. • Adult Family-Care Homes - Minimum one space per staff member and one space per four residents. • Community Residence - Minimum of one parking space per staff member in addition to the parking required 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 one parking space for every two lodging units. • Minimum of one 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 three parking spaces for every 1,000 square feet of office use.
e. Commercial.		
Auto-Related Establishment	R	Commercial uses are limited by compliance with: • A maximum area of 55,000 square feet per establishment. • Minimum of three parking spaces for every 1,000 square feet of commercial use, except for self-storage facilities, minimum one parking space for every 10,000 square feet. • Excluding repair services * Refer to Chapter 12, Adult Entertainment
Entertainment Establishment	R	
Entertainment Estab. Adult*	W	
Food Service Establishment	R	
Alcohol Beverage Service	R	
General Commercial	R	
Marine-Related Establishment	R	
Open Air Retail	R	
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. Civic.		
Community Facility	R	Civic uses are limited by compliance with:
Recreational Facility	R	

Religious Facility	R	• Minimum of one parking space for every five seats of assembly uses. • Minimum of one parking space for every 1,000 square feet of exhibition or recreation area, and parking spaces for other uses as required.
Regional Activity Complex	E	
h. Civil Support.		
Community Support Facility	R	Civil Support Uses are limited by compliance with: • Minimum of one parking space for every 1,000 square feet of civil support use. • Minimum of one parking space for every five seats of assembly use. • Minimum of one parking space for every five slips of marine use. • Adult Daycare - Minimum of one space per staff member.
Infrastructure and Utilities	E	
Major Facility	E	
Marina	R	
Public Parking	R	
Rescue Mission		
Transit Facilities	E	
i. Educational.		
Childcare	R	Educational uses are limited by compliance with: • Minimum of two parking spaces for every 1,000 square feet of educational use. • Childcare Facilities - Minimum of one space per staff member.
College/University	R	
Elementary School	R	
Learning Center	R	
Middle/High School	R	
Pre-School	R	
Research Facility	R	
Special Training/Vocational	R	

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.

(Ord. No. 2021-004 , § 2(Exh. A), 2-9-21)

§ A.7.A.1 Summary Table General to Sunbeam NBV SAP - Density Intensity

SUNBEAM NBV SUMMARY TABLE		
General	Required	Provided
Density	150 Dwelling Units per Acre (DU/A)*	150 (D/UA)*
Intensity		
Floor Lot Ratio	13 max.	13 max.
Open Space Requirement	15% Lot Area min.	84,289 sq.ft. min.

Civic Space	7.5% Lot Area min.	42,145 sq.ft. min.
Lot Area	87,120 sq. ft. SAP min.	562,446 sq.ft.

**** Pursuant to , and subject to the terms included in the approved Sunbeam NBV SAP Development Agreement***

Civic Space – Subject to the terms of the approved Sunbeam NBV SAP Development Agreement

A.7.B Summary Table and Illustrations—Sunbeam NBV SAP South.

SUNBEAM NBV SAP SOUTH SUMMARY TABLE			
1. *Building disposition.*		**West**	**East**
i. *Lot occupation.*		Provided	Provided
a. Lot Coverage	90% max.	2.45 Ac. max.	1.5 Ac. max.
b. Lot Width	100 ft. min.	418 ft.	265 ft.
c. Reserved.	Reserved.	- _	- _
d. Reserved.	Reserved.	- _	- _
e. Frontage at Front Setback	50% min.	209 ft.	130 ft.
f. Reserved.	Reserved.	- _	- _
g. Reserved.	Reserved.	- _	- _
h. Reserved.	Reserved.	- _	- _
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]	25 ft. min.	5 ft. min.
f. Rear Stepback 1	50 ft. min. from prop. line above Pedestal at 7 stories or 100 ft.		
g. Rear Stepback 2	100 ft. min. from prop. line above 20th story or 240 ft.		
2. *Building configuration.*			
i. Frontage.			
a. Common Lawn	Prohibited		
b. Porch and Fence	Prohibited		
c. Terrace	Allowed		
d. Forecourt	Allowed[2]		
e. Stoop	Allowed[3]		
f. Shopfront	Allowed		
g. Gallery	Allowed		
h. Arcade	Prohibited		
i. Cantilever	Allowed		
j. Plaza	Allowed		
ii. Building *height.*	Required	West	East
a. Min. Building Height	2 stories	2 stories	
b. Max. Pedestal Height	7 stories or 100 feet	7 stories or 100 feet	

c. Max. Building Height	See Drawing AS-1.10	450 ft. max.	240 ft. max.

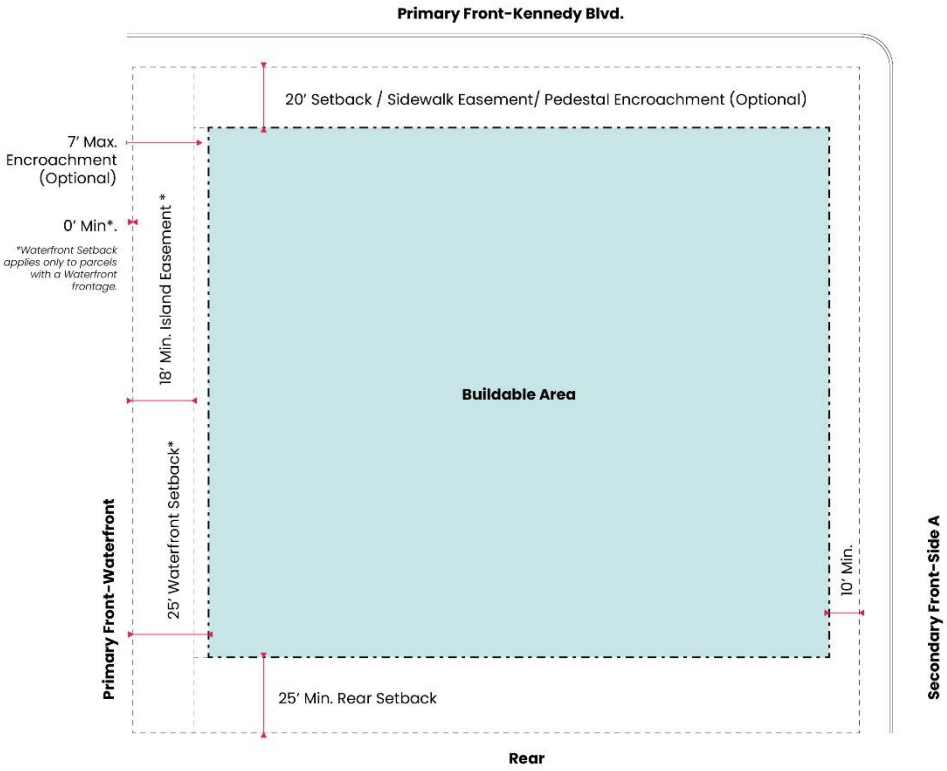
1 Rear setback shall be 15 ft. min. when not abutting an alley and shall be 50 ft. min. above the fifth story when the rear lot line abuts a lower transect zone or RS-1, RS-2 or RM-40 residential zoning district.

2 Forecourts shall be pedestrian only.

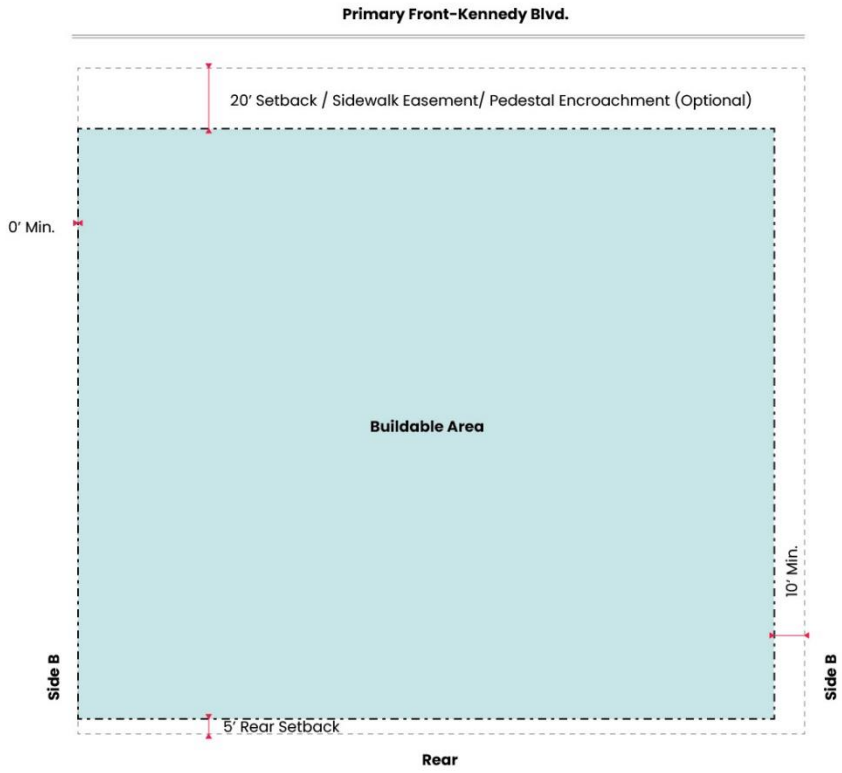
3 Not allowed facing Kennedy Causeway.

† Note: Development approvals – The Sunbeam NBV SAP shall be valid for thirty years following final approval by the Village Commission, unless otherwise stipulated in the Development Agreement. Individual SAP Permit approvals shall be valid for two years in accordance with these regulations. Extensions and tolling to eligible permits can be granted pursuant to Florida Statutes, based on timely notice by the applicant. Site plans associated with an SAP permit may be granted no more than two 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.

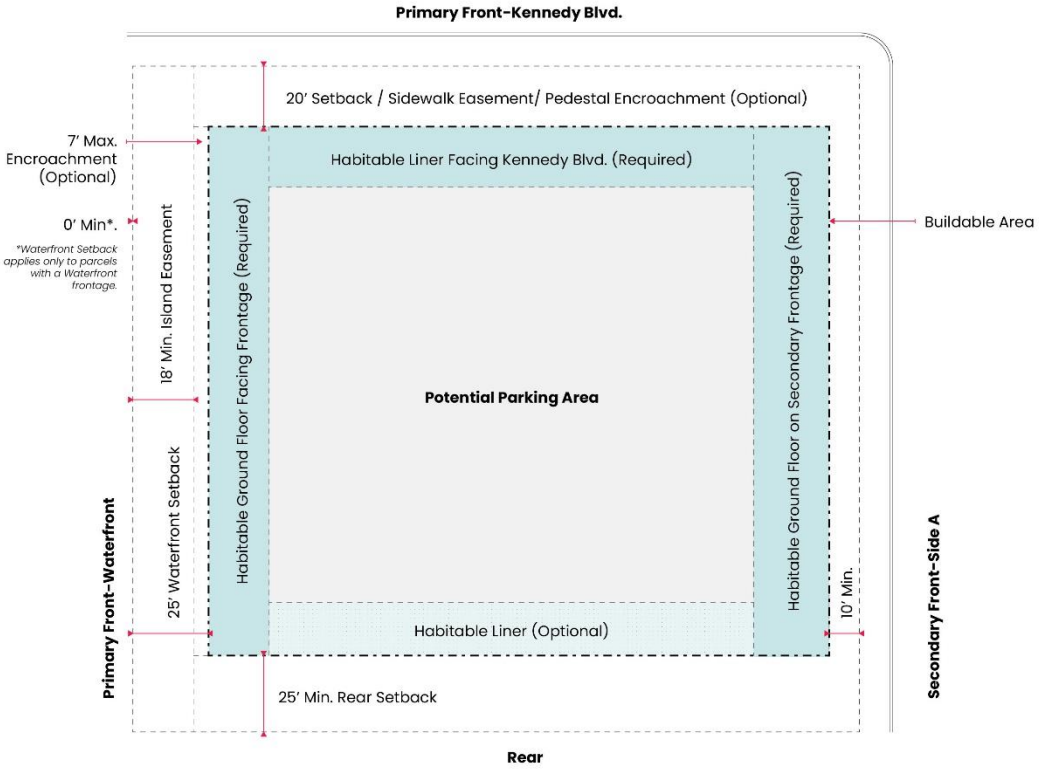
3. *a. Building Placement Illustration—**Sunbeam NBV SAP South-West.***



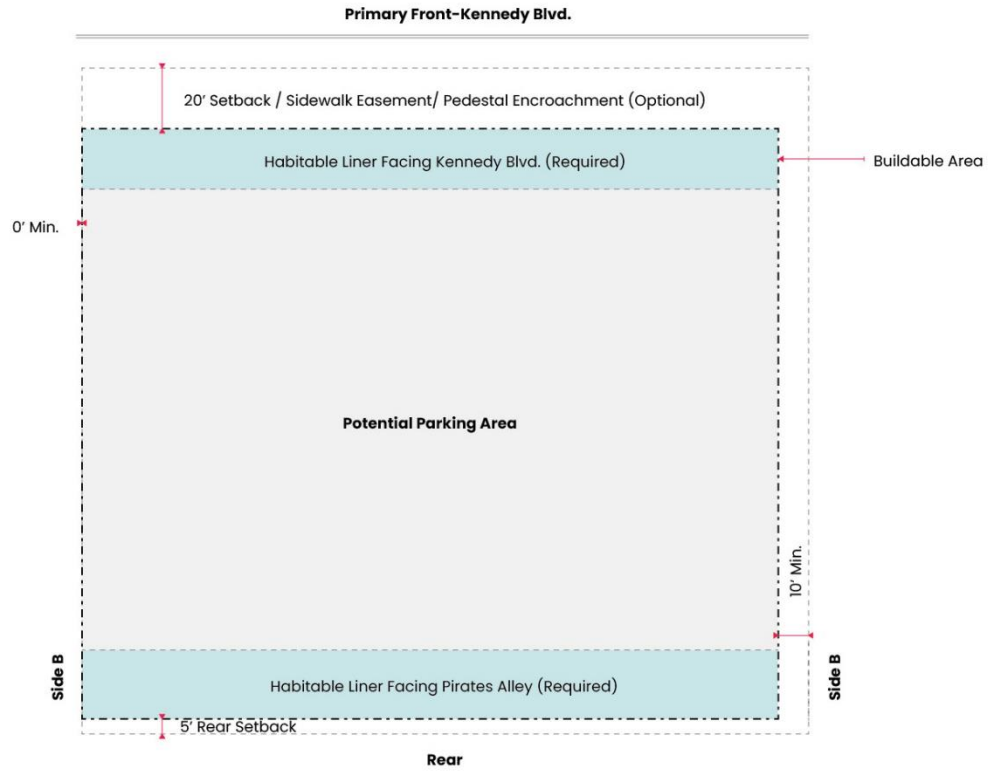
3*. b. Building Placement Illustration—**Sunbeam NBV SAP South-East***



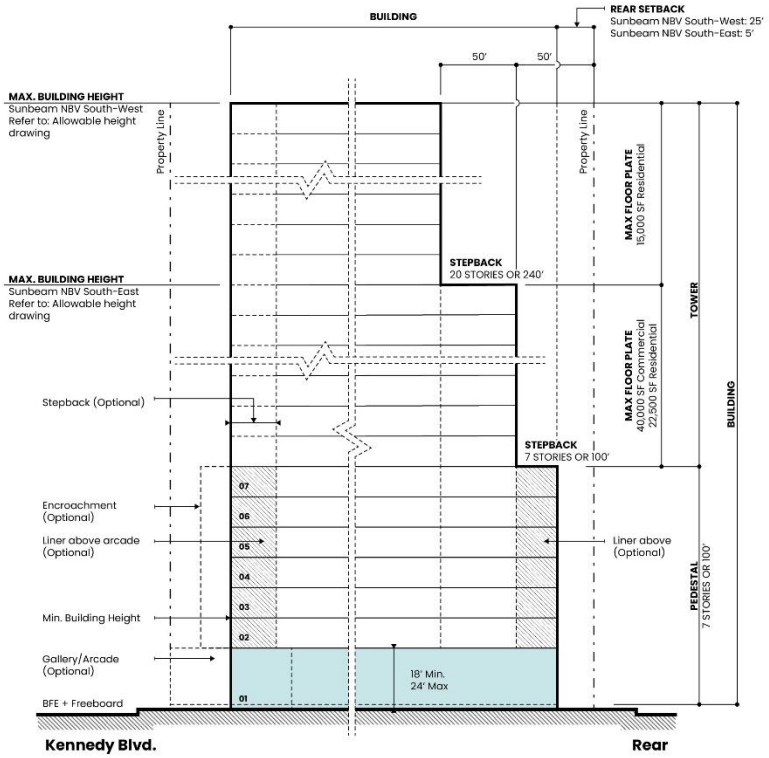
4. *a. Parking Placement Illustration—* ***Sunbeam NBV SAP South-West***



4. b. Parking Placement Illustration— Sunbeam NBV SAP South-East


Primary Front-Kennedy Blvd.
20' Setback / Sidewalk Easement/ Pedestal Encroachment (Optional)
Habitable Liner Facing Kennedy Blvd. (Required)
Buildable Area
0' Min.
Potential Parking Area
10' Min.
Side B
Habitable Liner Facing Pirates Alley (Required)
Side B
5' Rear Setback
Rear

5. *Building Height Illustration—* ***Sunbeam NBV SAP South***



§ A.7.C Summary Table and Illustrations— Sunbeam NBV SAP North.

SUNBEAM NBV SAP NORTH SUMMARY TABLE		
1. ***Building disposition.***		
i. ***Lot*** **occupation.**	**Required**	**Provided**
a. Lot Coverage	75% max.	6.39 Ac. max.
b. Lot Width	100 ft. min.	1,123 ft
c. Reserved.	Reserved.	-
d. Reserved.	Reserved.	-
e. Frontage at Front Setback	50 % min.	561.5 ft
f. Reserved.	Reserved.	-
g. Reserved.	Reserved.	-
h. Reserved.	Reserved.	-
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. aggregate, 225 feet minimum width - See Site Plan Drawing AS-1.08	

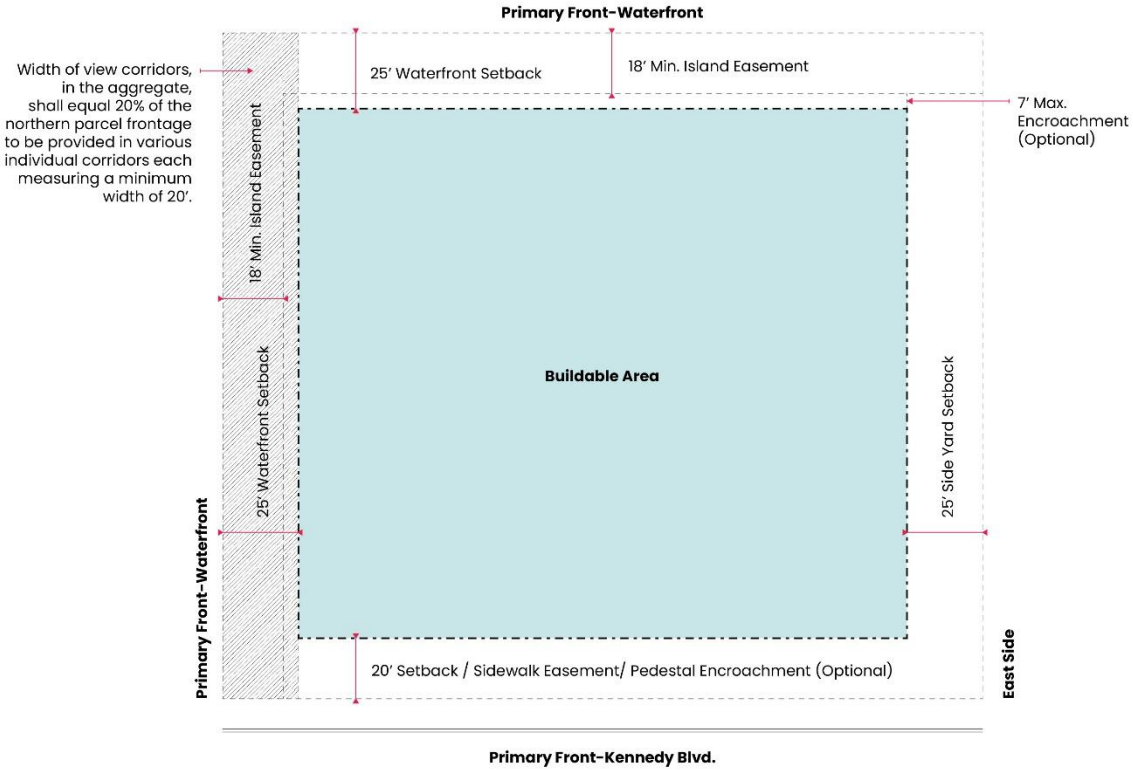
d. Side East	25 ft. min.	
e. Stepback (Kennedy Causeway and Side Yards; Optional Stepback in Waterfront Yard) - see Building Height Illustration	0 ft. min. above the Pedestal	
f. Stepback (East) - see Allowable Height Illustration	100 ft. min.	
2. *Building configuration.*		
i. Frontage *(Kennedy Causeway).*		
a. Common Lawn	Prohibited	
b. Porch and Fence	Prohibited	
c. Terrace	Allowed	
d. Forecourt	Allowed[1]	
e. Stoop	Allowed[2]	
f. Shopfront	Allowed	
g. Gallery	Allowed	
h. Arcade	Allowed	
i. Cantilever	Allowed	
j. Plaza	Allowed	
ii. Building *height.*	Required	Provided
a. Min. Building Height	2 stories	2 stories
b. Max. Pedestal Height	10 stories or 120 feet	10 stories or 120 feet
c. Max. Building Height	See Drawing AS-1.10	650 ft. max.

1 Forecourts shall be pedestrian only.

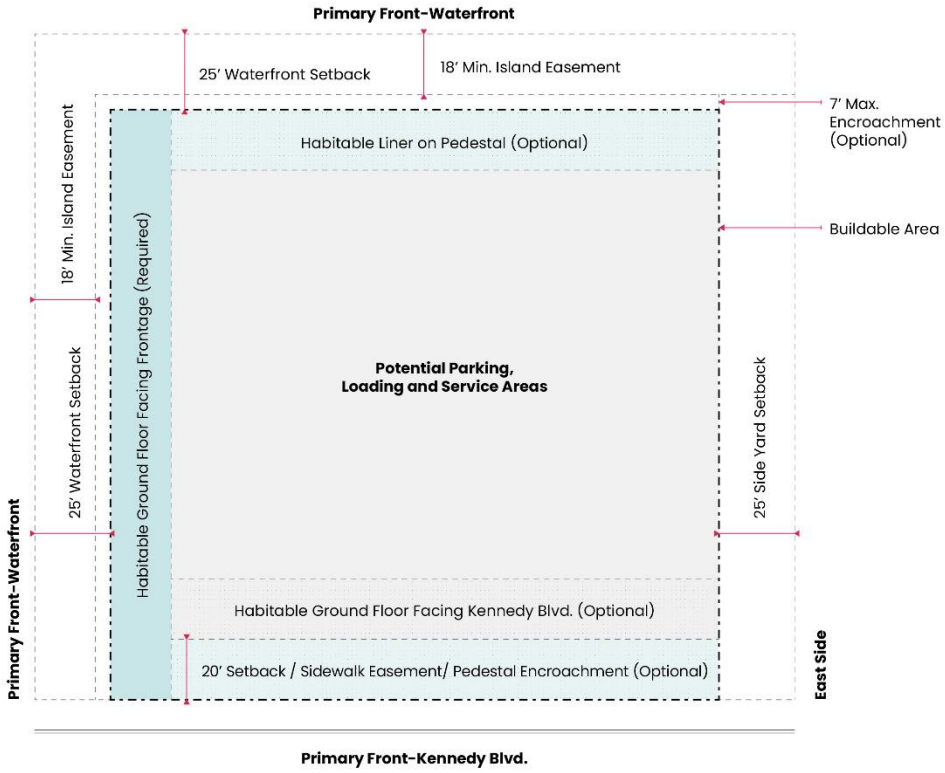
2 Not allowed facing Kennedy Causeway.

† Note: Development approvals – The Sunbeam NBV SAP shall be valid for thirty years following final approval by the Village Commission, unless otherwise stipulated in the Development Agreement. Individual SAP Permit approvals shall be valid for two years in accordance with these regulations. Extensions and tolling to eligible permits can be granted pursuant to Florida Statutes, based on timely notice by the applicant. Site plans associated with an SAP permit may be granted no more than two 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.

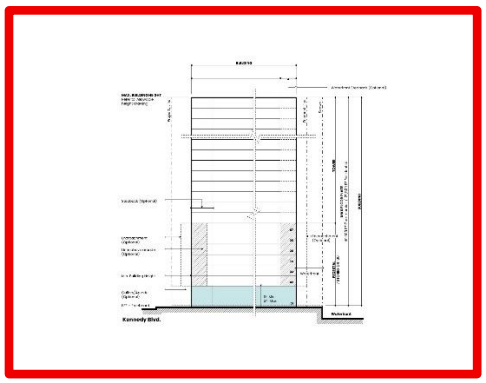
*3. Building Placement Illustration—**Sunbeam NBV SAP North**.*

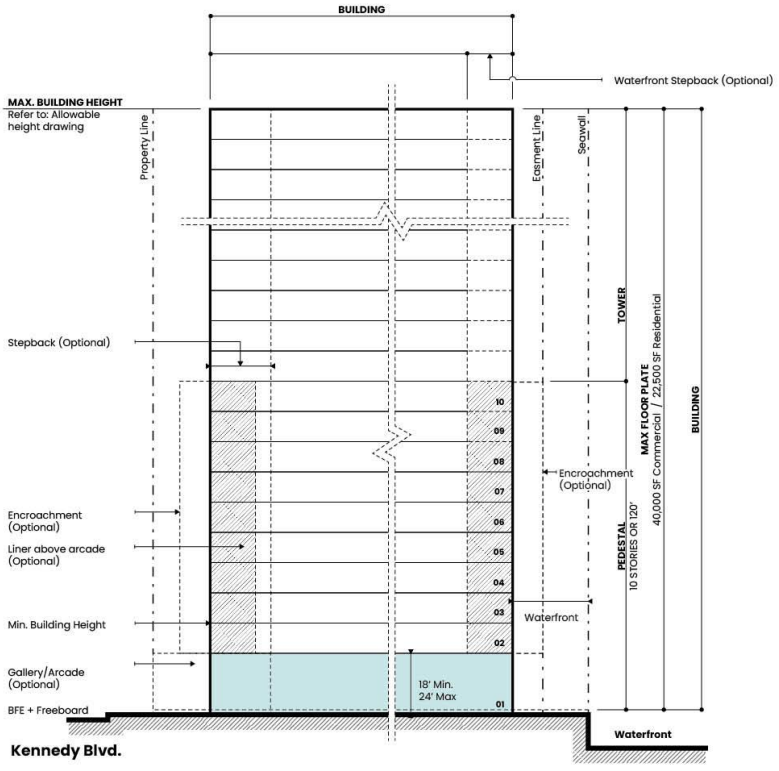


*4. Parking Placement Illustration— **Sunbeam NBV SAP North**.*



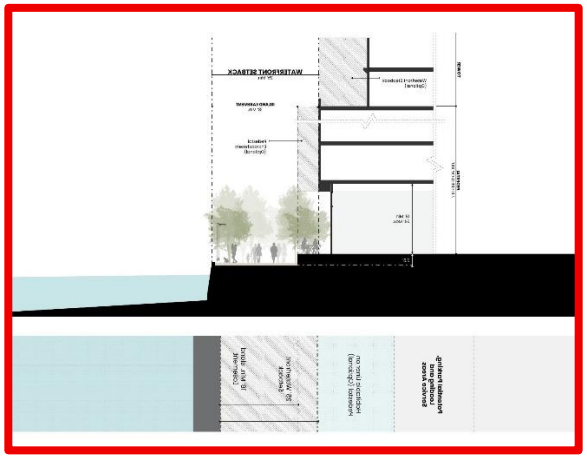
*5. Building Height Illustration— **Sunbeam NBV SAP North**.*

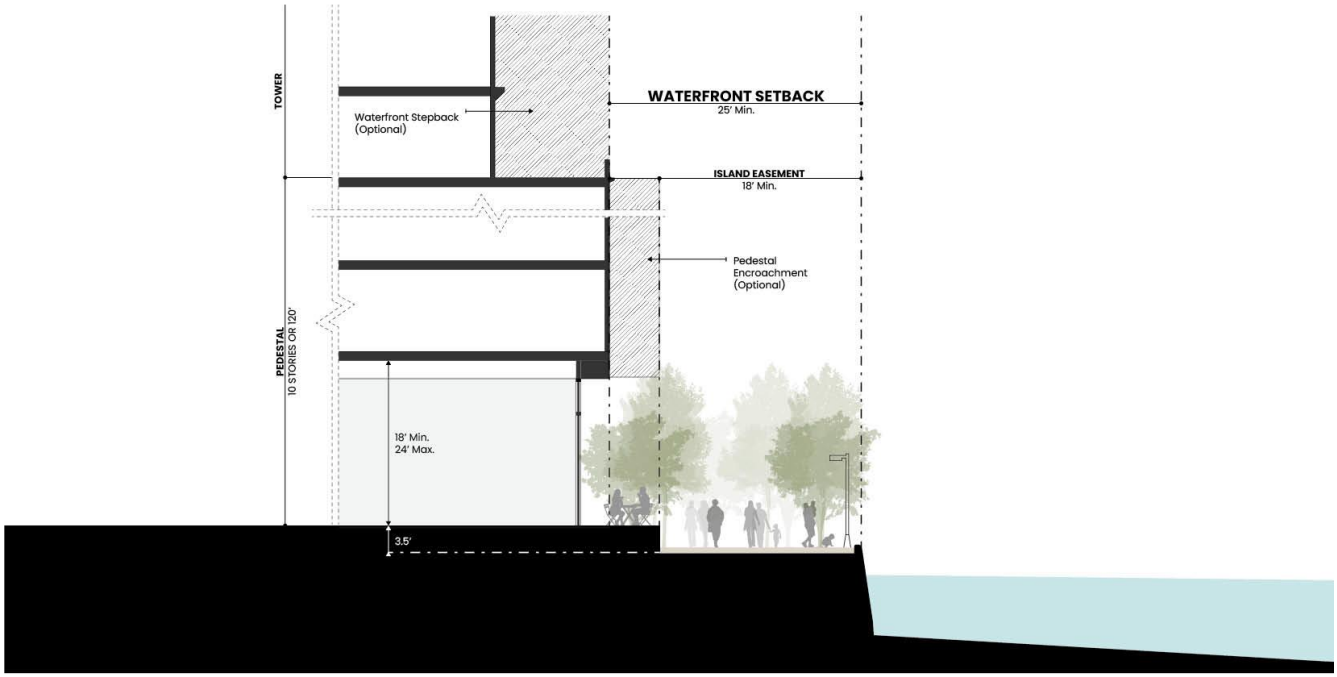


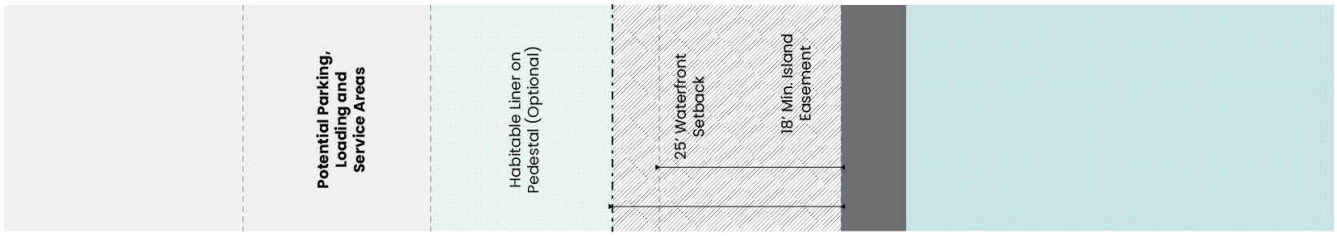


(Ord. No. 2021-004 , § 2(Exh. A), 2-9-21)

§ A.7.D Section Detail Illustration.







(Ord. No. 2021-004 , § 2(Exh. A), 2-9-21)

§ A.7.E Building Function (Uses) and Parking Requirements—T3.

[Reserved]

§ A.7.F Summary Table and Illustrations—T3.

[Reserved]

§ A.7.G Summary Table and Illustrations—T4.

[Reserved]

§ A.7.H Summary Table and Illustrations—T5.

[Reserved]

§ A.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 facades 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 facade vertically and horizontally in intervals appropriate to the existing neighborhood and transect zone.
Articulate the building facade 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 facades, 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 Chapter 8, Division 4, Supplemental Development Standards.
Building Function and 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.

§ A.8 Alcoholic Beverage and Music and Entertainment Regulations.

It is the intent of the Sunbeam NBV SAP form-based district to encourage the significant monetary investment in an Island Walk and a related mixed-use project which is designed to attract a variety of entertainment and restaurant options to the Village. The standards and regulations contained in this article shall serve as the exclusive mechanism through which the Village shall regulate the location and operation of establishments serving alcohol and the provision of music and entertainment within the boundaries of the Sunbeam NBV SAP form-based district. It is the intent of the Village for these regulations to supersede the alcoholic beverage regulations promulgated in chapter 111 of the Village Code.

A. *No minimum distance requirements.* There shall be no minimum distance required between any place of business within the Sunbeam NBV SAP form-based district licensed by the state to sell alcoholic beverages either for consumption on or off premises and any other place of business within the Sunbeam NBV SAP form-based district. There shall be no minimum distance requirement between any establishment licensed to sell alcoholic beverages either for consumption on or off premises within the Sunbeam NBV SAP form-based district and any business, school or religious institution outside of the Sunbeam NBV SAP form-based district.

B. Hours of operation.

(1) The hours of sale of alcoholic beverages shall be as follows:

a. Nightclub license owners shall be allowed to sell, serve, and dispense alcoholic beverages for consumption on the premises from 10:00 a.m. to 5:00 a.m. seven days a week.

b. Restaurant license holders shall be allowed to sell, serve, and dispense alcoholic beverages for consumption on the premises from 7:00 a.m. to 2:00 a.m., seven days a week.

c. Lounges where alcoholic beverages are sold, served, and dispensed for consumption on the premises shall be allowed to sell, serve, and dispense alcoholic beverages from 10:00 a.m. until 2:00 a.m.

d. Retail vendors of alcoholic beverages for consumption on and off the premises shall be allowed to remain open from 10:00 a.m. until 2:00 a.m.

(2) The hours of sale listed in subsection (1) above shall be the only hours when alcoholic beverages may be sold, dispensed, or served. However, these limits shall not prohibit establishments from serving food and nonalcoholic beverages prior to or beyond the hours for serving alcoholic beverages.

C. *Sunbeam NBV SAP Form-Based District Representative Role*. Nothing in section 8.B above or elsewhere in the Village Code shall prevent the Sunbeam NBV SAP form-based district representative from limiting the hours during which sales, consumption and service of alcoholic beverages, beers and wines from any establishment located in the Sunbeam NBV SAP form-based district may occur; imposing distance requirements or controlling the manner in which alcoholic beverages are sold or consumed within the NBV Sunbeam NBV SAP form-based district.

D. *Sales of alcoholic beverages within the Sunbeam NBV SAP form-based district.* If permitted in accordance with state permitting requirements, alcoholic beverages sold for consumption on the premises by a vendor within the Sunbeam NBV SAP form-based district, may be consumed, held, carried and transported in the original or substitute container, at any location within the Sunbeam NBV SAP form-based district, either indoors, outdoors or aboard boats moored at docks located within the Sunbeam NBV SAP form-based district to the extent it is permitted by the state.

E. Hours for music and entertainment; Maximum permissible dBA sound levels.

(1) Music, singing and other forms of entertainment whether amplified or not, shall be permitted indoors at any time during business hours of any facility or business enterprise within the Sunbeam NBV SAP form-based district, and in addition music, singing and entertainment shall be permitted outdoors within the district, however, such outdoor music, singing and entertainment shall not be permitted later than the hours of 12:00 a.m. during weekdays and 1:00 a.m. on legal holidays as provided by state law, Fridays, Saturdays and Sundays.

F. *Outdoor sales of alcoholic beverages.* Those persons or entities within the Sunbeam NBV SAP form-based district licensed under the state beverage license laws, may sell and serve beers, wines and alcoholic beverages of any type regardless of alcohol content at any location within the Sunbeam NBV SAP form-based district licensed for such sale and under the control of such licensee, including, but not limited to, sidewalk cafes, outdoor areas designed for food or beverage consumption or both adjacent to and operated in concert with a business operated within enclosed premises, licensed freestanding structures including outdoor bars and kiosks selling food or beverages including alcoholic beverages and pushcart type vehicles, provided that all such operators of such outdoor facilities vending and serving alcoholic beverages shall be duly licensed by the state and permitted to operate pursuant to the Village Code.

G. *Parking.* The parking requirements of section 111.14 of the Village Code shall not be applicable to businesses operating with the Sunbeam NBV SAP form-based district and all parking requirements shall be addressed in the Parking Management Plan required pursuant to this Appendix A.

H. *Conflict with Chapter 111 of the Village Code*. To the extent that any provision(s) in this section conflicts with any provision(s) of chapter 111 of the Village Code, the provision(s) in this section shall prevail.

§ A.9 Construction Hours

Notwithstanding Chapter 96 of the Village Code of Ordinances or any other Village Code provision to the contrary, construction shall be permitted within the Sunbeam NBV SAP Monday through Saturday subject to the following conditions:

A. Hours of work and site access shall be from dawn to dusk, Monday through Saturday.

B. Loud construction noise, such as but not limited to the operation of machinery, is prohibited during the following times:

   1. Before 8:00 a.m. Monday through Friday;
   2. After 5:00 p.m. Monday through Saturday; and
   3. Before 9:00 a.m. on Saturday.

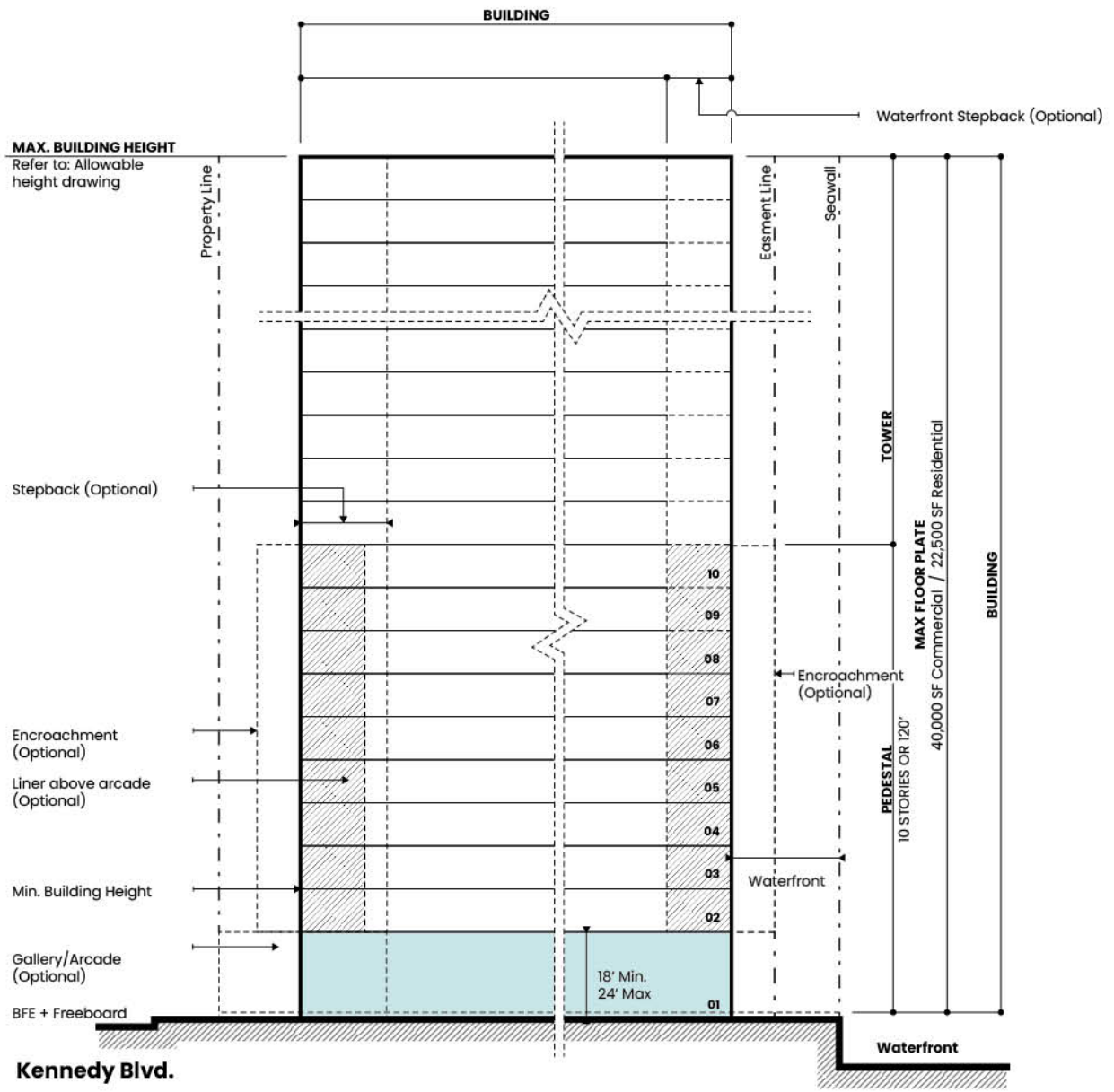
C. During construction, loud music shall be prohibited at all times.

D. Monday through Friday, concrete pours can occur prior to 8:00 AM and continue until such pour is complete as long as white noise alarm system or flag person is used in lieu of back up alarms.

E. Once a structure is enclosed and under air, construction activities may occur from dawn to dusk subject to the provisions of Chapter 96 of the Village Code.

F. Should the Developer, its contractor(s), or their construction crews cause unreasonable noise in violation of this Section, the Village Manager shall have the right to temporarily suspend construction activities during those hours and Saturdays for a period no longer than 15 days. Reported violations may result in the termination of the extended hours granted in this Section.

G. Construction activities shall not be permitted on Sundays or National Holidays unless there is an emergency as determined by the Village Manager.


BUILDING
Waterfront Stepback (Optional)
MAX. BUILDING HEIGHT
Refer to: Allowable height drawing
Property Line
Easment Line
Seawall
TOWER
MAX FLOOR PLATE
40,000 SF Commercial / 22,500 SF Residential
BUILDING
Stepback (Optional)
10
09
08
07
06
05
04
03
02
01
Encroachment (Optional)
Encroachment (Optional)
Liner above arcade (Optional)
PEDESTAL
10 STORIES OR 120'
Min. Building Height
Waterfront
Gallery/Arcade (Optional)
18' Min.
24' Max
BFE + Freeboard
Waterfront
Kennedy Blvd.

ORDINANCE NO. 2025-3749

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING "APPENDIX A, SUNBEAM NBV SPECIAL AREA PLAN" OF THE UNIFIED LAND DEVELOPMENT CODE TO ADDRESS WORKFORCE HOUSING REQUIREMENTS AMONG OTHER PROVISIONS, APPLICABLE TO PROPERTIES ZONED "SUNBEAM SPECIAL AREA PLAN"; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE.

WHEREAS, on October 11, 2022, the Village Commission adopted Ordinance No. 2022-11, which created the "Sunbeam Special Area Plan" zoning designation, adopted the "Appendix A, Sunbeam NBV Special Area Plan" regulations (the "SAP Regulations"), and rezoned the properties identified by folio numbers 23-3209-000-0010, 23-3209-000-0200, 23-3209-000-0201, 23-3209-000-0020, 23-3209-000-0030, 23-3209-000-0031, 23-3209-000-0040, 23-3209-000-0161, 23-3209-010-0240, and 23-3209-010-0270 (the "SAP Property") to "Sunbeam Special Area Plan"; and

WHEREAS, as adopted, Appendix A provides regulations for the use and development of land, including specifically, regulations (i) requiring the development of workforce housing within the SAP Property and providing for certain community contribution fees; (ii) limiting the height of rooftop structures and equipment, and the percentage of rooftop area that can be devoted to such structures and equipment; and (iii) limiting the height of building pedestals; and

WHEREAS, the various owners of the SAP Property have applied to the Village seeking to amend the SAP Regulations to: (i) clarify that the density bonus program and community contribution fees associated with the SAP shall be subject to the terms of the *amended* Sunbeam North Bay Village SAP Development Agreement to be considered contemporaneous with the Village Commission's consideration of this Ordinance; (ii) increase the permissible height of rooftop structures and equipment to 30 feet, and the percentage of rooftop area that can be devoted to such structures and equipment to 50%; (iii) increase the permissible pedestal height of buildings within the Sunbeam NBV North portion of the SAP Property to ten stories or 120 feet; and (iv) establish permitted construction hours, from dawn to dusk, Monday through Saturday, except that loud construction noise shall be prohibited: (1) before 8 a.m. Monday through Friday, (2) after 5 p.m. Monday through Saturday, and (3) before 9 a.m. on Saturday, subject to a prohibition on construction activities on Sundays or national holidays unless there is an emergency as determined by the Village Manager; all as set forth in detail in Exhibit "A"; and

WHEREAS, Staff has reviewed the application for proposed amendments to the SAP Regulations, and determined that they satisfy the conditions of Sections 4.2 and 4.18 of Chapter 4 and Chapter 15 of the ULDC, and recommends approval of the proposed amendments; and

WHEREAS, on July 2, 2025, at a duly noticed public hearing, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, reviewed this Ordinance, found that it is consistent with the Village's Comprehensive Plan, and recommended approval; and

WHEREAS, this Ordinance was presented to the Village Commission in two readings, with the public hearing conducted for second reading on _____; and

WHEREAS, after due notice and hearing, the Mayor and Commission find that adoption of this Ordinance is consistent with the Village's Comprehensive Plan, the Village's ULDC, and the Florida Community Planning Act; implements the pillars and goals of the NBV100 Master Plan; and is in the best interest and welfare of the Village.

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

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending Appendix A of the Unified Land Development Code. That the Village Commission hereby approves the amendments to Appendix A of the Unified Land Development Code as set forth in Exhibit "A," which is incorporated herein and made a part hereof by this reference.

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. Binding Effect. That the SAP Property shall be subject to the regulations set forth in Appendix A, as amended herein, which is attached hereto as Exhibit "A", and any other non-conflicting land development regulations. This ordinance shall be binding on the Applicant and any successors and assigns with any interest in the Property.

Section 7. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading. This Ordinance shall automatically

cease to have any force, effect, or applicability with respect to new development but shall continue to apply to then-existing development upon the termination or expiration of the Development Agreement.

PASSED on first reading on the ___ day of ___, 2025.

PASSED AND ADOPTED on second reading on the ____ day of ____, 2025.

_____
Rachel Streitfeld, 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 Rachel Streitfeld	___
Vice Mayor Goran Cuk	___
Commissioner Doris Acosta	___
Commissioner Richard Chervony	___
Commissioner Andrew Rotondaro	___

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 SEPTEMBER 3, 2025 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING, THE BOARD WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING "APPENDIX A, SUNBEAM SPECIAL AREA PLAN" OF THE UNIFIED LAND DEVELOPMENT CODE TO ADDRESS WORKFORCE HOUSING REQUIREMENTS AMONG OTHER PROVISIONS, APPLICABLE TO PROPERTIES ZONED "SUNBEAM SPECIAL AREA PLAN"; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/ APPROVING WITH CONDITIONS/DENYING] A VARIANCE APPLICATION BY JULIO CESAR ALONSO CHOCHO FOR PROPERTY LOCATED AT 1540 N TREASURE DR (FOLIO NO. 23-3209-009-0770) TO ALLOW A POOL WITHIN THE REQUIRED REAR/EASEMENT AND SIDE SETBACKS, WHERE SECTION 8.17.M.2.B OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) REQUIRES A SETBACK OF AT LEAST 7.5 FEET FROM THE REAR EASEMENT AND 15 FEET FROM SIDE PROPERTY LINE; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

PARTICIPATE IN THE MEETING VIA ZOOM: MEETING ID: 839 8967 2951
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 1-929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN

WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

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Notice of Public Hearing - Planning & Zoning Board

North Bay Village | Publish Date: Aug 20, 2025

PUBLIC NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON SEPTEMBER 3, 2025 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:

Notice of Solicitation - Request for Qualification

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 SEPTEMBER 16, 2025 AT 6:30 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE ZONING OF CERTAIN PARCELS LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030), FROM RM-70 HIGH DENSITY MULTIPLE FAMILY RESIDENTIAL DISTRICT TO "8000 EAST SPECIAL AREA PLAN"; AMENDING THE UNIFIED LAND DEVELOPMENT CODE TO CREATE "APPENDIX D, 8000 EAST SPECIAL AREA PLAN" TO PROVIDE SPECIFIC ZONING REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY HARBOR ISLAND DEVELOPMENT COMPANY LLC TO PERMIT A RESIDENTIAL DEVELOPMENT CONSISTING OF TWO MULTIFAMILY RESIDENTIAL TOWERS, A PARKING STRUCTURE, MARINA, AND CIVIC SPACE, LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030); PROVIDING FOR FINDINGS, CONDITIONS, LIMITATION OF APPROVAL, IMPLEMENTATION, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH HARBOR ISLAND DEVELOPMENT COMPANY LLC FOR THE PROPERTIES LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030) RELATING TO THE DEVELOPMENT OF A RESIDENTIAL DEVELOPMENT CONSISTING OF TWO MULTIFAMILY RESIDENTIAL TOWERS, A PARKING STRUCTURE, MARINA, AND CIVIC SPACE PURSUANT TO SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION, PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING "APPENDIX A, SUNBEAM NBV SPECIAL AREA PLAN" OF THE UNIFIED LAND DEVELOPMENT CODE TO ADDRESS WORKFORCE HOUSING REQUIREMENTS AMONG OTHER PROVISIONS, APPLICABLE TO PROPERTIES ZONED "SUNBEAM SPECIAL AREA PLAN"; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT, PURSUANT TO SECTIONS 163.3221 THROUGH 163.3243, FLORIDA STATUTES, AND SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE, TO REPLACE THE PREVIOUSLY APPROVED SUNBEAM DEVELOPMENT AGREEMENT GOVERNING THE DEVELOPMENT OF A MIXED-USE PROJECT CONSISTING OF RESIDENTIAL, OFFICE, COMMERCIAL, HOTEL/LODGING, AND CIVIC USES ON CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBERS 23-3209-000-0010, 23-3209-000-0200, 23-3209-000-0201, 23-3209-000-0020, 23-3209-000-0030, 23-3209-000-0031, 23-3209-000-0040, 23-3209-000-0161, 23-3209-010-0240, AND 23-3209-010-0270, LEGALLY DESCRIBED IN EXHIBIT "A" TO THE PREVIOUSLY APPROVED DEVELOPMENT AGREEMENT; PROVIDING FOR AUTHORIZATION, PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/ APPROVING WITH CONDITIONS/DENYING] A VARIANCE APPLICATION BY JULIO CESAR ALONSO CHOCHO FOR PROPERTY LOCATED AT 1540 N TREASURE DR (FOLIO NO. 23-3209-009-0770) TO ALLOW A POOL WITHIN THE REQUIRED REAR/EASEMENT AND SIDE SETBACKS, WHERE SECTION 8.17.M.2.B OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) REQUIRES A SETBACK OF AT LEAST 7.5 FEET FROM THE REAR EASEMENT AND 15 FEET FROM SIDE PROPERTY LINE; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE YOU MAY JOIN THE ZOOM MEETING AT: **MEETING ID:** 891 2658 3746
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
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FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

Notice of Public Hearing - Regular Commission Meeting

North Bay Village | Publish Date: Sep 2, 2025

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON SEPTEMBER 16, 2025 AT 6:30 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

ITEM NO. 12.A

North Bay Village
Recommendation Memorandum

DATE: September 16, 2025

TO: Planning and Zoning Board

FROM: Craig Pinder, Village Planner

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/ APPROVING WITH CONDITIONS/DENYING] A VARIANCE APPLICATION BY JULIO CESAR ALONSO CHOCHO FOR PROPERTY LOCATED AT 1540 N TREASURE DR (FOLIO NO. 23-3209-009-0770) TO ALLOW A POOL WITHIN THE REQUIRED REAR/EASEMENT AND SIDE SETBACKS, WHERE SECTION 8.17.M.2.B OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) REQUIRES A SETBACK OF AT LEAST 7.5 FEET FROM THE REAR EASEMENT AND 15 FEET FROM SIDE PROPERTY LINE; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

The Planning and Zoning Board on September 3rd, 2025, voted to recommend approval of the variance request, as presented by Staff. Should the Commission find in favor of approving the variance, it is recommended that the approval be subject to the conditions presented by Staff.

BACKGROUND AND ANALYSIS

Enclosed find a full staff report for the proposed variance request.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

NONE

North Bay Village

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.northbayvillage-fl.gov

NORTH BAY VILLAGE
EST. 1945

APPLICATION FORM FOR VARIANCE REQUEST, INCLUDING EXTENSION OF AN UNEXPIRED VARIANCE AND/OR SPECIAL EXCEPTION APPROVAL

This application form is to be used to petition for a variance from the regulations pursuant to Section 7.3. of the North Bay Village Unified Land Development Code. **This application may only be applied for by the owner of the property, which shall mean the person who owns and currently resides, or owns and intends to reside, at the subject premises, or their legal representative.**

Submit your application, with all the required information to the Village Planning and Zoning Official, via svargas@cgasolutions.com. Physical copies of materials may be requested prior to public hearing, to be delivered at the Village offices located at 1666 Kennedy Causeway, Suite 300. Variances require public hearings conducted by the Planning & Zoning Board and the Village Commission. Applications must be complete, and all required fees be paid in order to be accepted and placed on an agenda.

This application, including all supplemental forms and data, must be completed in accordance with the attached instructions and submitted with the required fees pursuant to the most up-to-date Fee Schedule. Accepted payment methods for the required fees are check or credit card when paying in person at the Village offices. You may also call (305) 756-7171 to make your credit card payment by phone.

This form is a fillable PDF. TYPE OR PRINT LEGIBLY ALL INFORMATION ON THE APPLICATION.

1. Property Owner Name: Julio Alonzo
2. Contact Phone: 1816-800-6155 Email Address: Permitproservicesamanagment.
3. Mailing Address: 1540 N Treasure dr. North Bay Village. Fl. 33141
4. Applicant Name: \
(If different from Owner)
5. Contact Phone: \ Email Address: \
6. Mailing Address \
7. Address of Property Covered by the Application: 1540 N Treasure dr North Bay Village. Fl, 33141
8. Legal Description of Property Covered by the Application (add pages if needed): 953 42 treasure. Insland PB 50-67 Lot 1 Blk 3

9. Folio Number(s): 23-3209-009-0770

10. Lot Size (square feet): 6,840

11. Future Land Use and Zoning Designations: _____

12. Section(s) of the North Bay Village ULDC form which the Applicant Seeks Relief: 8.17 (H) (2) (B)

ZONING Side Set back is 9'-9" and required set back is 15' Rear (EAST) setback (-)2'-6", as the structural encroaches into the rear easement AND REQUIRED IS 7.5'

13. Variance(s) Requested: _____

Pool set back can't be done

14. Reasons for the Request (add pages if necessary): _____

Code set back can't be done due to pool permit being an after the fact permit.

OWNER AFFIDAVIT/INTENT TO RESIDE

I Julio Alonso being first duly sworn, depose and say that I am the legal owner of record of the property described and which is the subject of the proposed Variance application and that I currently reside on or intend to reside on the subject premises.

I have made every attempt to relocate/redesign the proposed improvement to avoid the variance(s) herein requested. I acknowledge that Village Commission has the authority to approve, modify, or deny my application and that in granting approval of my application the Village Commission may prescribe any appropriate conditions and safeguards necessary to protect and further the interest of the area and abutting properties.

This affidavit is subject to penalties of law (Perjury) and to possible voiding of any decision.

Signature

Sworn to and subscribed to before me this 18 day of July, 2025

Yarisfer Echazabal.
Notary

Public Commission expires: 1/11/2028

Notary Public State of Florida
Yarisfer Echazabal
My Commission HH 480197
Expires 1/11/2028

CONSENT TO PUBLIC HEARINGS

All requests for variances from the North Bay Village Code shall be considered at Public Hearings before the Village Commission. Notice of Hearing shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Planning and Zoning Official shall certify that the petition is complete before the hearing is legally advertised. All applications shall be submitted to the Planning and Zoning Official on or before the deadline implemented by the Village.

All persons, firms, or corporations requesting a variance from the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village shall be deemed a condition precedent to the consideration of such a variance request.

I (We) the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held by the Village Commission and the Village Commission has voted favorable on the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Village Code Chapter 7. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board and the Village Commission revoked.

Authorized Signature _____

Print Name Julio Alonso

(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

STATE OF FLORIDA
COUNTY OF Miami-Dade

Sworn to and subscribed to before me this 18 day of July, 2025

by Julio Alonso, who is personally known to me or who has produced personally known as identification.

Notary Public Signature _____

Commission Number/Expiration _____

Notary Public State of Florida
Yarisfer Echazabal
My Commission HH 480197
Expires 1/11/2028

COST RECOVERY AFFIDAVIT

I hereby acknowledge and consent commit to the payment of all applicable cost recovery fees involved as part of my application process. Cost recovery includes, but is not limited to, staff time, attorney fees, planning consultant fees and any other professional service costs incurred by North Bay Village in the review and processing of a development application, regardless of the outcome of the review and/or public hearing process. I further understand and acknowledge that failure to remit payment for *incurred costs pursuant to Subsections* 5.12.B. and C. (attached) of the North Bay Village Unified Land Development Code (ULDC) constitutes a violation of the Code and the Village may levy penalties to secure compliance, as outlined in Subsection 5.12.C of the ULDC.

Please type or print the following:

Date: July 18, 2025

Relationship to the project: (e.g., property owner, architect, developer, attorney)

Owner

Full Name: Julio Alonso

Current Address: 1540 N Treasure Dr

City: North Bay Village State: FL Zip: 33141

Telephone: 786-800-6155 Email: PermitProservicesamanagment@gmail.com

I am fully authorized to commit to the expenditures contemplated by this Cost Recovery Affidavit.

Signature

SWORN AND SUBSCRIBED BEFORE ME THIS 18 DAY OF July, 2025

Notary Public, State of Florida at Large

My Commission expires _____, 20___.

Notary Public State of Florida
Yarisfer Echazabal
My Commission HH 480197
Expires 1/11/2028

Subsections 5.12.B. and C. Regarding Cost Recovery

B. Cost Recovery Established

1. The applicant shall reimburse the Village for the actual cost of consultant or employed professional review services pursuant to the cost recovery procedures and requirements of subsection C below.

2. Payment in full by the applicant to the Village for the Village's actual expenditures for review of the application shall be a written condition of any development order. These cost recovery deposits fees shall be in addition to any and all other fees required by law, rule, or regulation of the Village Code of Ordinances.

C. Cost Recovery procedure.

1. At the time of submission of any application for development approval, the applicant shall pay the minimum cost recovery deposit fee outlined in the development approval fee and cost recovery deposit schedule set forth in this section, which funds shall be deposited into a cost recovery escrow account established for this purpose. Withdrawals shall be made to reimburse the Village for the cost of consultant services.

2. The Village shall provide the applicant with a copy of the consultant's invoice for any services charged against the applicant's cost recovery escrow account.

3. When the balance in the Village's cost recovery escrow account is reduced to one-half of its initial amount, the applicant shall deposit additional funds into such account to bring its balance up to the amount of the initial deposit. If such amount is not replenished within 30 calendar days after the applicant is notified, in writing, of the requirement of such additional deposit, the Village shall suspend its review of the application and the application shall be deemed withdrawn.

4. If an application is suspended due to nonpayment of the additional escrow deposit specified in subsection 3., a resubmission fee shall be paid, and the cost recovery deposit shall be replenished to a minimum of one-half of the original deposit amount before the application will be reviewed.

5. Prior to the scheduling or noticing of any board or commission hearing, the Village Manager's review of the application shall be complete, and the cost recovery escrow account balance shall be replenished to equal at least one-half of the initial deposit amount.

CHECK LIST FOR THE APPLICANT

Mandatory Submittals:

- ☒ Complete Variance Application, including all required forms and affidavits, signed by property owner or owner's representative.
- ☒ Letter of Authorization from property owner, if different from Applicant.
- ☒ Letter of intent, signed by the Applicant (refer to page 5 of this document), explaining the nature of the request, justification for the proposed variance, evidence that the request complies with Subsection 7.3.D. of the North Bay Village Unified Land Development Code, and other pertinent information. Insufficient justification may result in denial of the application. The applicant must justify each individual variance in the letter of intent.
- ☒ Certified Land Survey dated within two (2) years of the filing date of the administrative adjustment application, reflecting all current conditions.
- ☒ Map or aerial photo showing adjacent properties, surrounding streets (labeled) and a north arrow.
- ☒ Photos of buildings and structures on the property concerned.
- ☒ Accurately dimensioned plans showing the location and spacing distance of the proposed construction in relation to property lines and existing structure(s), the general location and use of existing structures on property adjacent to the subject property; and the variance being requested clearly shown. (i.e., required versus proposed structure).
- ☒ Floor plans and elevations if required by the Planning and Zoning Official.
- ☒ Filing fees and cost recovery deposit (Refer to the most current North Bay Village Fee Schedule).

Optional Submittals:

- ☐ Signed consent letters from neighboring property owners.
- ☐ Different versions of the proposed variance based on alternative design options.

Applications are deemed incomplete until all mandatory submittals have been received by the Village Planning and Zoning Official.

EVIDENCE THAT THE REQUEST COMPLIES WITH SUBSECTION 7.3.D. OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE

In your Letter of Intent, or separately, address how the Variance Application complies with the following criteria.

For the Planning and Zoning Board to recommend approval, and for the Village Commission to grant approval, of a variance request, both must make an affirmative finding with respect to all seven (7) of the following criteria:

1. That there are special circumstances and conditions which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same zoning district.
2. That the special circumstances and conditions were not self-created by any person having an interest in the property.
3. That the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of the land, structure, or building for which the variance is sought; and would involve an unnecessary hardship for the applicant.
4. That granting the variance requested will not confer on the applicant any special privilege that is denied by the Unified Land Development Code to other land, structures, or buildings in the same zoning district.
5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building.
6. That granting the variance will be in harmony with the general intent and purpose of this chapter, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
7. The variance request is not based exclusively upon a desire to reduce the cost of development.

Office Use Only:

Date Submitted: _____

Date Paid: _____

Cash or Check #_____

Total Paid: $_____

Filing Fee: $_____

Cost Recovery Dep: $_____

JOHN IBARRA & ASSOC., INC.
Professional Land Surveyors & Mappers
WWW.IBARRALANDSURVEYORS.COM

777 N.W. 72nd AVENUE
SUITE 3025
MIAMI, FLORIDA 33126
PH: (305) 262-0400

3725 DEL PRADO BLVD. S.
SUITE B
CAPE CORAL, FL 33904
PHONE : (239) 540-2660

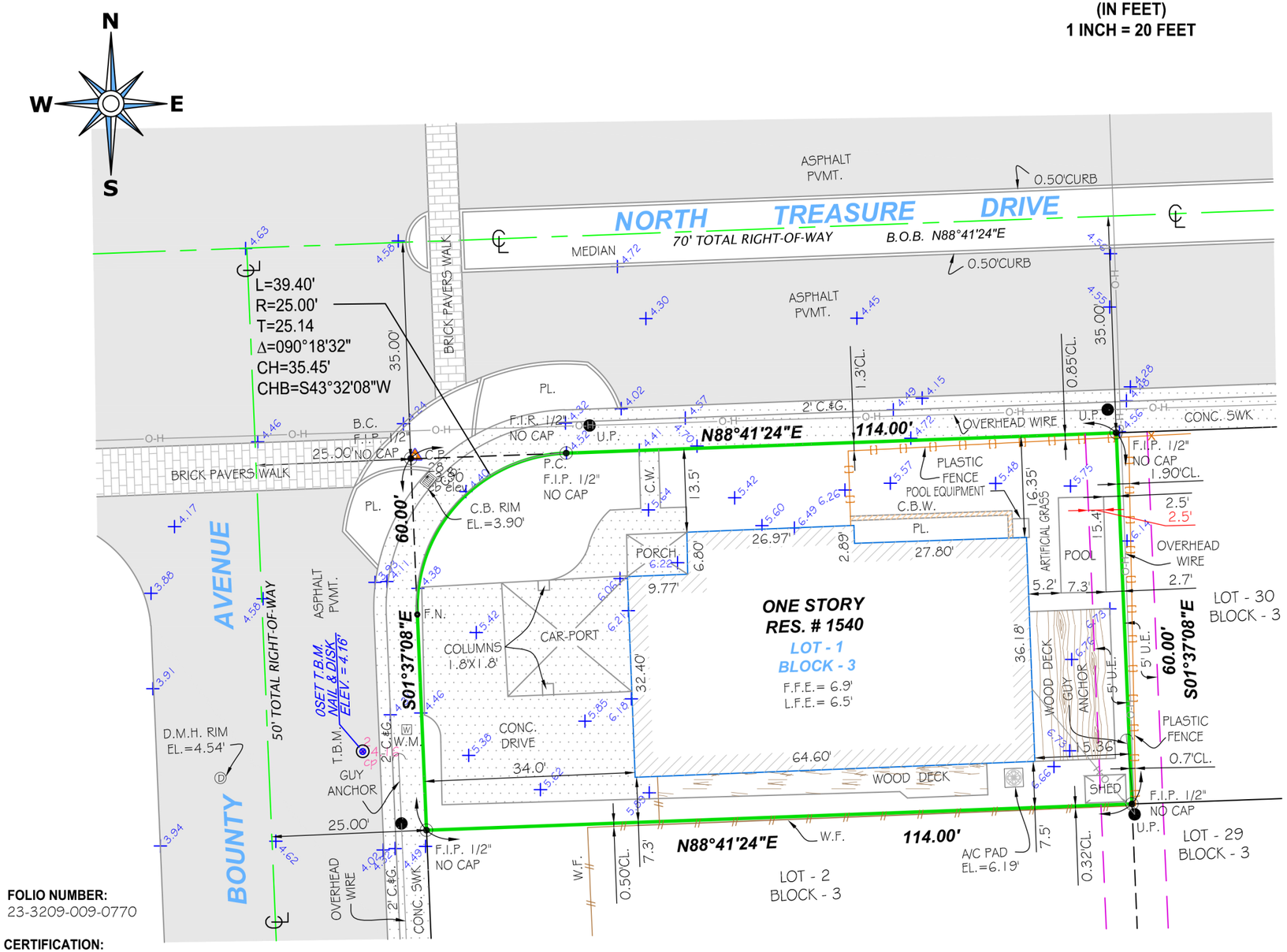
MAP OF BOUNDARY SURVEY

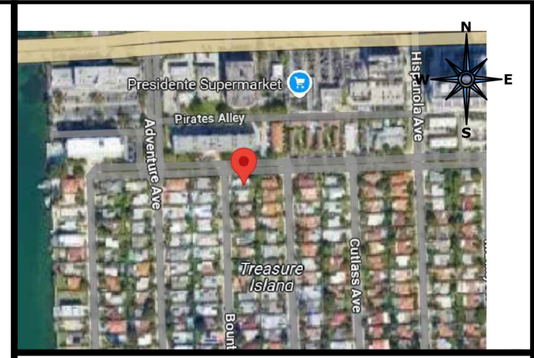
1540 NORTH TREASURE DRIVE, N BAY VILLAGE, FLORIDA 33141

GRAPHIC SCALE

20 0 10 20

(IN FEET)
1 INCH = 20 FEET





LOCATION MAP
SCALE = N.T.S.

FOLIO NUMBER:
23-3209-009-0770

CERTIFICATION:
M.G.W HOMES DESIGN

LEGAL DESCRIPTION:
LOT 1, BLOCK 3, OF TREASURE ISLAND SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50 AT PAGE 67 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

ABBREVIATIONS

A/C	AIR CONDITIONER PAD
A.E.	ANCHOR EASEMENT
A/R	ALUMINUM ROOF
A/S	ALUMINUM SHED
ASPH.	ASPHALT
B.C.	BLOCK CORNER
B.M.	BENCHMARK
B.O.B.	BASIS OF BEARINGS
B.S.L.	BUILDING SETBACK LINE
(C)	CALCULATED
C.B	CATCH BASIN
C.B.S	CONCRETE BLOCK STRUCTURE
CBW	CONCRETE BLOCK WALL
CH.	CHORD
CHB	CHORD BEARING
CL	CLEAR
C.L.F.	CHAIN LINK FENCE
C.M.E.	CANAL MAINTENANCE EASEMENTS
CONC.	CONCRETE
C.P.	CONCRETE PORCH
C.S.	CONCRETE SLAB
C.U.P.	CONCRETE UTILITY POLE
C.W.	CONCRETE WALK
D.E.	DRAINAGE EASEMENT
D.M.H.	DRAINAGE MANHOLE
E	EAST
EB	ELECTRIC BOX
E.T.P.	ELECTRIC TRANSFORMER PAD
ELEV. OR EL.	ELEVATION
ENCR.	ENCROACHMENT
F.D.H.	FOUND DRILL HOLE
F.H.	FIRE HYDRANT
F.I.P.	FOUND IRON PIPE
F.I.R.	FOUND IRON ROD
F.F.E.	FINISHED FLOOR ELEVATION
F.N.D.	FOUND NAIL & DISK
F.N.	FOUND NAIL
I.C.V.	IRRIGATION CONTROL VALVE
I.F.	IRON FENCE
L	LENGTH OF CURVE
LB	LICENSE BUSINESS
L.P.	LIGHT POLE
L.F.E.	LOWEST FLOOR ELEVATION
L.M.E.	LAKE MAINTENANCE EASEMENT
(M)	MEASURED DISTANCE
MB	MAIL BOX
MH	MANHOLE
M.F.	METAL FENCE
N.A.P.	NOT A PART OF
NGVD	NATIONAL GEODETIC VERTICAL DATUM
NAVD	NORTH AMERICAN VERTICAL DATUM
N.T.S.	NOT TO SCALE
O.H.L	OVERHEAD UTILITY LINES
O.R.B.	OFFICIAL RECORDS BOOK
OVH	OVERHANG
PVMT.	PAVEMENT
PL.	PLANTER
P/L	PROPERTY LINE
P.C.	POINT OF CURVE
P.T.	POINT OF TANGENCY
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.B.	PLAT BOOK
PG.	PAGE
PWY.	PARKWAY
PRM	PERMANENT REFERENCE MONUMENT
PLS	PROFESSIONAL LAND SURVEYOR
(R)	RECORDED DISTANCE
R.R.	RAIL ROAD
RES.	RESIDENCE
R/W	RIGHT-OF-WAY
RGE.	RANGE
SEC.	SECTION
STY.	STORY
SWK.	SIDEWALK
S.I.R	SET IRON REBAR
S.P.	SCREENED PORCH
T	TANGENT
TB	TELEPHONE BOOTH
T.S.B.	TRAFFIC SIGNAL BOX
T.S.P.	TRAFFIC SIGNAL POLE
TWP.	TOWNSHIP
UTIL.	UTILITY
U.P.	UTILITY POLE
W.M.	WATER METER
W.V.	WATER VALVE
W.F.	WOOD FENCE
Δ	DELTA

LEGEND

- CENTERLINE
- MONUMENT LINE
- OVERHEAD UTILITY LINES
- CHAIN LINK FENCE
- IRON FENCE
- WOOD FENCE
- BUILDING SETBACK LINE
- LIMITED ACCESS R/W
- NON-VEHICULAR ACCESS R/W
- x 0.00 EXISTING ELEVATION

LEGAL NOTES TO ACCOMPANY SKETCH OF SURVEY:

- THERE MAY BE EASEMENTS RECORDED IN THE PUBLIC RECORDS NOT SHOWN ON THIS SURVEY.
- EXAMINATIONS OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THE PROPERTY.
- THIS SURVEY IS SUBJECT TO DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS OR EASEMENTS OF RECORD.
- LEGAL DESCRIPTIONS PROVIDED BY CLIENT OR ATTESTING TITLE COMPANY.
- BOUNDARY SURVEY MEANS A DRAWING AND/ OR A GRAPHIC REPRESENTATION OF THE SURVEY WORK PERFORMED IN THE FIELD, COULD BE DRAWN AT A SHOWN SCALE AND/OR NOT TO SCALE; THE WALLS OR FENCES MAY BE EXAGGERATED FOR CLARITY PURPOSES.
- EASEMENTS AS SHOWN ARE PER PLAT BOOK, UNLESS DEPICTED OTHERWISE.
- THE TERM "ENCROACHMENT" MEANS VISIBLE AND ABOVE GROUND ENCROACHMENTS.
- ARCHITECTS SHALL VERIFY ZONING REGULATIONS, RESTRICTIONS, SETBACKS AND WILL BE RESPONSIBLE FOR SUBMITTING
- PLOT PLANS WITH CORRECT INFORMATION FOR "APPROVAL FOR AUTHORIZATION" TO THE PROPER AUTHORITIES IN NEW CONSTRUCTION.
- UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTING AND/OR FOUNDATIONS.
- FENCE OWNERSHIP NOT DETERMINED.
- THIS PLAN OF SURVEY, HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON, THE CERTIFICATE
- DOES NOT EXTEND TO ANY UNNAMED PARTY.

FLOOD ZONE INFORMATION:

THE NFIP FLOOD MAPS HAVE DESIGNATED THE HEREIN DESCRIBED LAND TO BE SITUATED IN:

FLOOD ZONE:	"AE"
BASE FLOOD ELEVATION:	8 FEET.
COMMUNITY:	120654
PANEL:	0307
SUFFIX:	L
DATE OF FIRM:	09/11/2009

SURVEYOR' S NOTES:

1. IF SHOWN, BEARINGS ARE REFERRED TO AN ASSUMED MERIDIAN, BY SAID PLAT IN THE DESCRIPTION OF THE PROPERTY, IF NOT, BEARINGS ARE THEN REFERRED TO COUNTY, TOWNSHIP MAPS.
2. THE CLOSURE IN THE BOUNDARY SURVEY IS ABOVE 1:7500 FT.
3. CERTIFICATE OF AUTHORIZATION LB # 7806.
4. ALL ELEVATIONS SHOWN ARE REFERRED TO NATIONAL GEODETIC VERTICAL DATUM OF 1929; MIAMI-DADE COUNTY BENCHMARK # P-313, LOCATOR NO. 3241 5E @ NORTH TREASURE DRIVE & HISPANOLA AVENUE; ELEVATION IS 5.27 FEET OF N.G.V.D. OF 1929.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THIS "BOUNDARY SURVEY" OF THE PROPERTY DESCRIBED HEREON, HAS RECENTLY BEEN SURVEYED AND DRAWN UNDER MY SUPERVISION, AND COMPLIES WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027, FLORIDA STATUTES.

Digitally signed by CARLOS M IBARRA
Date: 2025.07.15 13:23:17 -04'00'

BY: _____
CARLOS IBARRA (DATE)

PROFESSIONAL LAND SURVEYOR NO.: 6770 STATE OF FLORIDA
(NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER).

REVISED ON: ***SURVEY UPDATE 07/09/2025***
REVISED ON: ***SURVEY UPDATE 04/16/2024***
REVISED ON: ***SURVEY 12/07/2023***

DRAWN BY:	***AL/LJB/FS***
SURVEY DATE:	***07/09/2025***
SURVEY NO:	***23-001830-3***
SHEET:	***1 OF 1***

CARLOS IBARRA CERTIFICATE NO. 6770 STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR LB#7806

Digitally signed by CARLOS M IBARRA
Date: 2025.07.15 13:23:43 -04'00'

LB 7806 ***SEAL 741***

WARNING

FIBERGLASS POOL TO BE FULL OF WATER AT ALL TIMES

FIBERGLASS INSTALLATION PER MANUFACTURER'S INSTALLATION INSTRUCTIONS FOR THE POOL SHELL

WARNING: POOL IS NOT TO BE DRAINED UNLESS INSTRUCTED BY PROFESSIONAL. TO EMPTY THE POOL AFTER CONSTRUCTION FOR ANY REASON, THE HYDROSTATIC UPLIFT PRESSURES BENEATH THE POOL MUST BE ELIMINATED TO PREVENT THE POOL FROM FLOATING UPWARD. OWNER MUST CONSULT A POOL CONTRACTOR EXPERIENCED IN ELIMINATION OF UPLIFT PRESSURES. EITHER WAY IT IS BETTER IF THE POOL IS KEPT FULL OF WATER AND PREVENT DRAINING IN ANY CIRCUMSTANCES.

POOL SAFETY BARRIER (WINDOWS/DOORS ALARM)

F.B.C. 2023 - R4501.17 RESIDENTIAL SWIMMING BARRIER REQUIREMENT	
BARRIER	DESCRIPTION
WINDOWS/DOORS ALARMS	R4501.17.1.9

ACCESS GATES, WHEN PROVIDE, SHALL BE SELF CLOSING AND SHALL COMPLY WITH THE REQUIREMENTS OF SECTION R4501.17.1.1 THROUGH R4501.17.1.7 AND SHALL BE EQUIPPED WITH A SELF LATCHING LOCKING DEVICE LOCATED ON THE POOL SIDE OF THE GATE, WHERE THE DEVICE RELEASE IS LOCATED NO LESS THAN 54" 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 THOUGH ANY OPENING OR GAP FROM THE OUTSIDE. GATES THAT PROVIDE ACCESS TO THE SWIMMING POOL MUST BE OPEN OUTWARD ALWAY FROM THE POOL. THE GATES AND BARRIER SHALL HAVE NO OPENING GREATER THAN 1/2" WITHIN 18" INCHES OF THE RELEASE MECHANISM

R4501.17.1.9

1. ALL DOORS AND WINDOWS PROVIDING DIRECT ACCESS FROM THE HOME TO THE POOL SHALL BE EQUIPPED WITH AN EXIT ALARM COMPLYING WITH UL 2020 THAT HAS A MINIMUM SOUND PRESSURE RATING OF 85 DBA AT 10 FEET (3048 MM). ANY DEACTIVATION SWITCH SHALL BE LOCATED AT LEAST 54 INCHES (1372 MM) ABOVE THE THRESHOLD OF THE ACCESS. SEPARATE ALARMS ARE NOT REQUIRED FOR EACH DOOR OR WINDOW IF SENSORS WIRED TO A CENTRAL ALARM SOUND WHEN CONTACT IS BROKEN AT ANY OPENING.

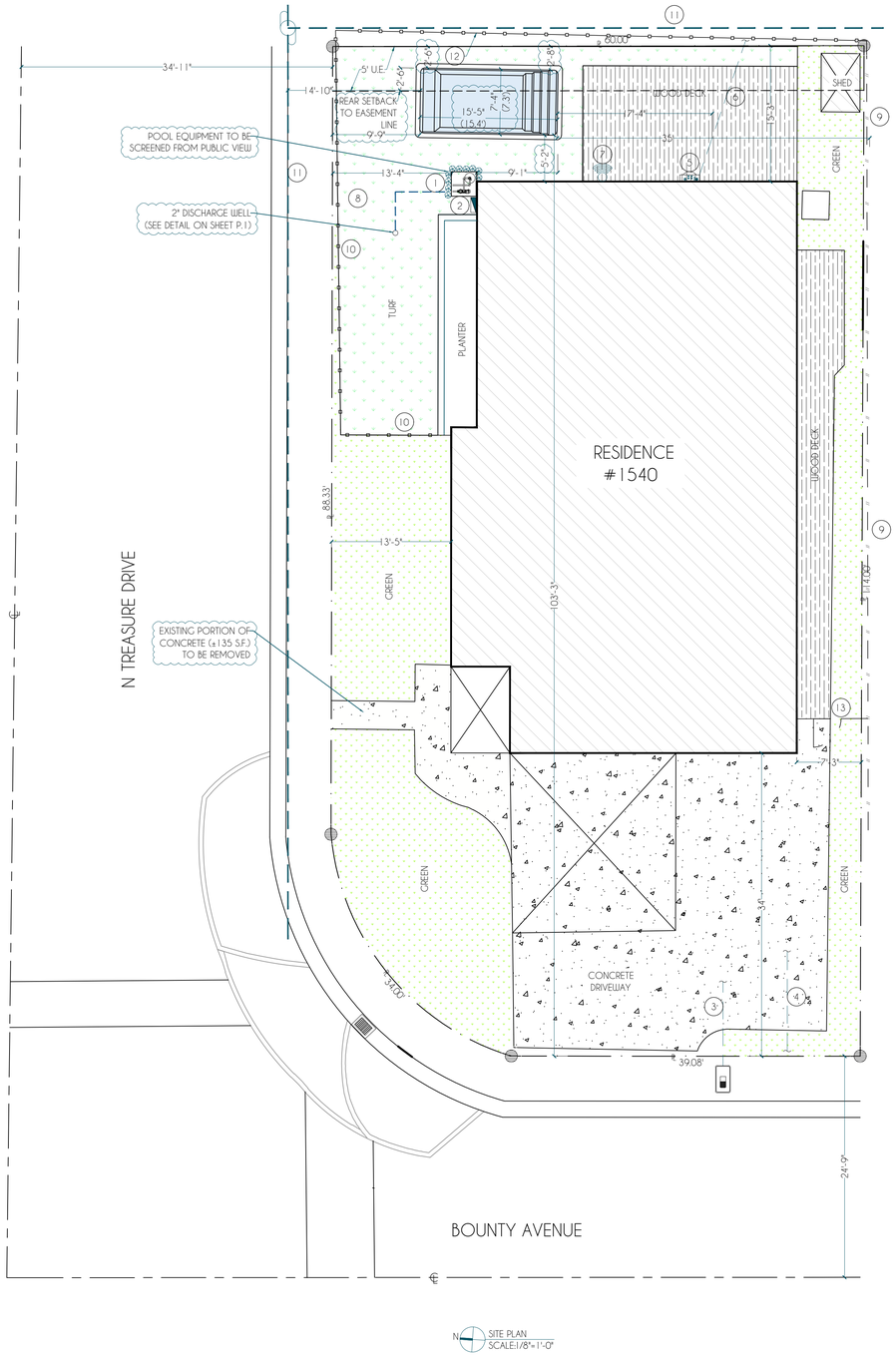
EXCEPTIONS:

a. SCREENED OR PROTECTED WINDOWS HAVING A BOTTOM SILL HEIGHT OF 48 INCHES (1219 MM) OR MORE MEASURED FROM THE INTERIOR FINISHED FLOOR AT THE POOL ACCESS LEVEL.
b. WINDOWS FACING THE POOL ON FLOOR ABOVE THE FIRST STOREY.
c. SCREENED OR PROTECTED PASS-THROUGH KITCHEN WINDOWS 42 INCHES (1067 MM) OR HIGHER WITH A COUNTER BENEATH.

THE SAFETY BARRIER SHALL CONFORM TO THE BARRIER REQUIREMENTS OF FLORIDA BUILDING CODE 2023 EDITION RESIDENTIAL, CHAPTER 45, SECTION R4501.17

RESIDENTIAL SWIMMING POOL BARRIER REQUIREMENT:

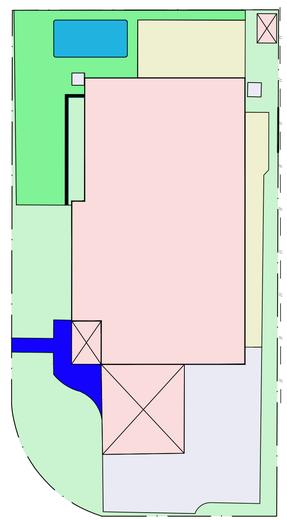
R4501.17.1.1
THE TOP OF THE BARRIER SHALL BE AT LEAST 48 INCHES (1219 MM) ABOVE GRADE MEASURED ON THE SIDE OF THE BARRIER WHICH FACES AWAY FROM THE SWIMMING POOL. THE MAXIMUM VERTICAL CLEARANCE BETWEEN GRADE AND THE BOTTOM OF THE BARRIER SHALL BE 2 INCHES (51 MM) MEASURED ON THE SIDE OF THE BARRIER WHICH FACES AWAY FROM THE SWIMMING POOL. WHERE THE TOP OF THE POOL STRUCTURE IS ABOVE GRADE THE BARRIER MAY BE AT GROUND LEVEL OR MOUNTED ON TOP OF THE POOL STRUCTURE. WHERE THE BARRIER IS MOUNTED ON TOP OF THE POOL STRUCTURE, THE MAXIMUM VERTICAL CLEARANCE BETWEEN THE TOP OF THE POOL STRUCTURE AND THE BOTTOM OF THE BARRIER SHALL BE 4 INCHES (102 MM).
R4501.17.1.2
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. IN 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 (102 MM) SPHERE.
R4501.17.1.3
SOLID BARRIERS WHICH DO NOT HAVE OPENINGS SHALL NOT CONTAIN INDENTATIONS OR PROTRUSIONS EXCEPT FOR NORMAL CONSTRUCTION TOLERANCES AND TOOLED MASONRY JOINTS.
R4501.17.1.4
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 (1143 MM), THE HORIZONTAL MEMBERS SHALL BE LOCATED ON THE SWIMMING POOL SIDE OF THE FENCE. SPACING BETWEEN VERTICAL MEMBERS SHALL NOT EXCEED 1¾ INCHES (44 MM) IN WIDTH. WHERE THERE ARE DECORATIVE CUTOUTS WITHIN VERTICAL MEMBERS, SPACING WITHIN THE CUTOUTS SHALL NOT EXCEED 1¾ INCHES (44 MM) IN WIDTH.
R4501.17.1.5
WHERE THE BARRIER IS COMPOSED OF HORIZONTAL AND VERTICAL MEMBERS AND THE DISTANCE BETWEEN THE TOPS OF THE HORIZONTAL MEMBERS IS 45 INCHES (1143 MM) OR MORE, SPACING BETWEEN VERTICAL MEMBERS SHALL NOT EXCEED 4 INCHES (102 MM). WHERE THERE ARE DECORATIVE CUTOUTS WITHIN VERTICAL MEMBERS, SPACING WITHIN THE CUTOUTS SHALL NOT EXCEED 1¾ INCHES (44 MM) IN WIDTH.
R4501.17.1.6
MAXIMUM MESH SIZE FOR CHAIN LINK FENCES SHALL BE A 21/4-INCH SQUARE (57 MM) UNLESS THE FENCE IS PROVIDED WITH SLATS FASTENED AT THE TOP OR BOTTOM WHICH REDUCE THE OPENINGS TO NO MORE THAN 1¾ INCHES (44 MM).
R4501.17.1.7
WHERE THE BARRIER IS COMPOSED OF DIAGONAL MEMBERS, THE MAXIMUM OPENING FORMED BY THE DIAGONAL MEMBERS SHALL BE NO MORE THAN 1¾ INCHES (44 MM).
R4501.17.1.8
ACCESS GATES, WHEN PROVIDED, SHALL BE SELF-CLOSING AND SHALL COMPLY WITH THE REQUIREMENTS OF SECTIONS R4501.17.1.1 THROUGH R4501.17.1.7 AND SHALL BE EQUIPPED WITH A SELF-LATCHING LOCKING DEVICE LOCATED ON THE POOL SIDE OF THE GATE. WHERE THE DEVICE RELEASE IS LOCATED NO LESS THAN 54 INCHES (1372 MM) 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. GATES THAT PROVIDE ACCESS TO THE SWIMMING POOL MUST OPEN OUTWARD AWAY FROM THE POOL. THE GATES AND BARRIER SHALL HAVE NO OPENING GREATER THAN ½ INCH (12.7 MM) WITHIN 18 INCHES (457 MM) OF THE RELEASE MECHANISM.
R4501.17.1.9
WHERE A WALL OF A DWELLING SERVES AS PART OF THE BARRIER, ONE OF THE FOLLOWING SHALL APPLY:
ALL DOORS AND WINDOWS PROVIDING DIRECT ACCESS FROM THE HOME TO THE POOL SHALL BE EQUIPPED WITH AN EXIT ALARM COMPLYING WITH UL 2020 THAT HAS A MINIMUM SOUND PRESSURE RATING OF 85 DBA AT 10 FEET (3048 MM). ANY DEACTIVATION SWITCH SHALL BE LOCATED AT LEAST 54 INCHES (1372 MM) ABOVE THE THRESHOLD OF THE ACCESS. SEPARATE ALARMS ARE NOT REQUIRED FOR EACH DOOR OR WINDOW IF SENSORS WIRED TO A CENTRAL ALARM SOUND WHEN CONTACT IS BROKEN AT ANY OPENING.



N SITE PLAN
SCALE:1/8"=1'-0"

SITE PLAN NOTES

1. EXISTING POOL EQUIPMENT PAD SURROUNDED WITH 36" HIGH SHRUBS OR PRIVACY FENCE TO BE LEGALIZED
2. EXISTING PANEL T40004RT3 TO BE LEGALIZED
3. EXISTING WATER LINE (CONTRACTOR TO VERIFY)
4. EXISTING SEWER LINE (CONTRACTOR TO VERIFY)
5. EXISTING FPL METER/COMBO
6. EXISTING FPL OVERHEAD SERVICE
7. ALL DOORS AND WINDOWS PROVIDING DIRECT ACCESS FROM THE HOME TO THE POOL SHALL BE EQUIPPED WITH AN EXIT ALARM COMPLYING WITH UL-2020 THAT HAS MINIMUM SOUND PRESSURE RATING 85 DB A AT 10 FEET, DOOR AND WINDOW ALARM DEACTIVATION SWITCH SHALL BE LOCATED AT LEAST 54" ABOVE THRESHOLD FOR ACCESS FBC R4501.17.1.9.1 (EXISTING TO BE LEGALIZED)
8. NO TREES TO BE REMOVED OR RELOCATED UNDER THIS PROJECT
9. EXISTING 6' HIGH WOOD FENCE TO COMPLY WITH F.B.C. 2023 CHAPTER R4501.17.1.1 THROUGH R4501.17.1.8
10. EXISTING 6' PLASTIC PVC FENCE TO COMPLY WITH F.B.C. 2023 CHAPTER R4501.17.1.1 THROUGH R4501.17.1.8
11. EXISTING OVERHEAD FPL LINES COMPLIES WITH REQUIRED VERTICAL CLEARANCE OF 22.5 FEET (10 FEET HORIZONTAL CLEARANCE NOT REQUIRED)
12. EXISTING 6' HIGH METAL FENCE TO COMPLY WITH F.B.C. 2023 CHAPTER R4501.17.1.1 THROUGH R4501.17.1.8
12. EXISTING 6' HIGH METAL FENCE TO COMPLY WITH F.B.C. 2023 CHAPTER R4501.17.1.1 THROUGH R4501.17.1.8
13. EXISTING 6' HIGH WOOD SINGLE GATE WITH SELF CLOSING & SELF LATCHING WITH PUSH DOWN AUTO LATCH W/LOCKING DEVICE MUST BE INSTALLED AT MINIMUM HEIGHT OF 54" FROM BOTTOM OF THE GATE TO COMPLY WITH F.B.C. 2023 CHAPTER R4501.17.1.1 THROUGH R4501.17.1.8 (TO BE USED AS PART OF THE SAFETY BARRIER) NON-CLIMBABLE



LOT COVERAGE AND GREEN SPACE DIAGRAM
SCALE 1/16"=1'-0"

LEGEND

- EXISTING COVERED AREAS (RESIDENCE, CAR-PORT, PORCH AND SHED) 2,801 SQ.FT.
- EXISTING DRIVEWAY, A/C EQUIP. PAD, AND POOL EQUIP. PAD 810 SQ.FT.
- ARTIFICIAL TURF 657 SQ.FT.
- GREEN AREA (INCLUDING PLANTER) 1,508 SQ.FT.
- EXISTING WOOD DECKS W/ *UNDERLYING PERMEABLE SURFACE TO BE EXCLUDED 539 SQ.FT.
- POOL 137 SQ.FT.
- PORTION OF EXISTING CONCRETE (±135 S.F.) TO BE REMOVED

*OWNER/CONTRACTOR TO PROVIDE EVIDENCE

RS-2 ZONING

Mark	Required	Provided
LOT AREA	6,000 SQFT	6,840 SQFT
LOT COVERAGE	3,762 MAX (55%)	3,748 (54.80%)
GREEN SPACE	1,368 SQFT MIN. (20%)	1,508 SQFT (22%)
SIDE SETBACK (CORNER LOT)	15 FT	9'-9" (9.75 FT)
REAR SETBACK*	7.5 FT	-2'-6" (-2.5 FT)**

*TO BE MEASURED FROM EASEMENT LINE; **ENCROACHING INTO EXISTING EASEMENT

SCOPE OF WORK

- FIBERGLASS SWIMMING POOL TO BE LEGALIZED

PROPERTY ADDRESS & FOLIO/ID

ADDRESS: 1540 N TREASURE DR, NORTH BAY VILLAGE, FL 33141

FOLIO/ID: 23-3209-009-0770

LEGAL DESCRIPTION

9 53 42
TREASURE ISLAND PB 50-67
LOT 1 BLK 3
LOT SIZE SITE VALUE

FLOOD ZONE INFORMATION

FLOOD ZONE: AE
EFFECTIVE DATE: 9/11/2009
BASE FLOOD: 8

SURVEY INFORMATION

THIS DESIGN IS BASED ON SURVEY PROVIDED BY CLIENT.

SOIL STATEMENT

BASED ON SUBSURFACE INVESTIGATION PREPARED BY RN ENGINEERING INSPECTION & CONSTRUCTION FOR SHAMA CONSTRUCTIONS, LLC. DATED OCTOBER 7, 2024.

DESIGN CRITERIA

- BUILDING CODE USED IS THE 2023 FLORIDA BUILDING CODE-8TH ED
- WIND LOAD CALCULATIONS USED IS THE ASCE 7-22 WIND (AS PER F.B.C 175 MPH/ EXPOSURE C/ CATEGORY II)
- ACI 318-19(22)

FLOOD CRITERIA

FBC 8TH EDITION RESIDENTIAL R322 FLOOD-RESISTANT CONSTRUCTION STRUCTURES CONSTRUCTED IN WHOLE OR PART IN FLOOD HAZARD AREAS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION, ESPECIALLY R322.1.2 STRUCTURAL SYSTEMS, 322.1.3 FLOOD-RESISTANT CONSTRUCTION AND R322.2.5 POOLS IN FLOOD HAZARD AREAS. IF STRUCTURES CONSTRUCTED IN WHOLE OR PART IN FLOODWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH ASCE 24 AND THE CONSTRUCTION OF THIS POOL WILL NOT INCREASE THE DESIGN FLOOD ELEVATION

POOL GENERAL NOTES

1. SWIMMING POOL WAS DESIGNED ACCORDING TO FBC R4501.6. (ANSI/ APSP/ICC 5-11 & ANSI/APSP/ICC 7-13)
2. THE DESIGN ENGINEER ASSUMES NO RESPONSIBILITY FOR POOL CONSTRUCTION IN EASEMENT OR REQUIRED SETBACK AREAS. PLOT PLANS NOT PREPARED FROM LEGAL SURVEYS OF THE EXISTING LOT AND RESIDENCE ARE SO INDICATED. POOL CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND ESTABLISH LOT LINES . IF NECESSARY, POOL CONTRACTOR AND/OR OWNER SHALL VERIFY SHOWN AND ALL DIMENSIONS PRIOR TO CONSTRUCTION.
3. IN ALL CASES, THE POOL CONTRACTOR SHALL TAKE ALL PRECAUTIONS TO PROTECT EXISTING STRUCTURES FROM FAILURE BY SHEATHING AND/OR SHORING, OR OTHER METHODS AS REQUIRED. THE DESIGN ENGINEER ACCEPTS NO RESPONSIBILITY FOR THE SAFETY OF EXISTING STRUCTURES.
4. CONTRACTOR SHALL ESTABLISH LOCATIONS OF UTILITIES AT THE SITE, MINIMUM CLEARANCE DIMENSIONS SHALL BE HELD AND SHALL BE AS REQUIRED BY THE LOCAL REGULATORY AGENCY, IN GENERAL, HOLD A DISTANCE OF 10 FEET FROM OVERHEAD ELECTRIC LINES TO POOL'S WATER EDGE.
5. DO NOT DRAIN POOL UNDER HIGH GROUND WATER OR STORM CONDITIONS.
6. CONTRACTOR TO FOLLOW FLOTATION ANALYSIS AS INDICATED.
7. CONTRACTOR SHALL VERIFY ALL PLAN DIMENSIONS AND CONDITIONS AT THE JOB SITE AND REPORT ANY INCONSISTENCIES TO THE ENGINEER, IF ANY CHANGES ARE REQUIRED; OTHERWISE, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY OF SUCH CHANGES AND ANY REQUIRED REVISION TO THE PLANS.
8. PRIOR TO EXCAVATION, THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE NECESSARY PERSONNEL FOR LOCATING ANY AND ALL UTILITIES THAT MAY EXIST. CALL SUNSHINE STATE ONE CALL PRIOR TO DIGGING FOR VERIFICATION OF LOCATIONS.
9. ALL DECKS PROVIDED SHALL HAVE A MINIMUM SLOPE FOR DECK OF 1/8" PER LINEAR FOOT TO EFFECTIVELY DRAIN TOWARD THE PERIMETER AREA OR DECK DRAIN. ALL DECK SURFACES SHALL BE OF SLIP-RESISTING MATERIALS, INCLUDING, BUT NOT LIMITED TO, SPECIAL DECK FEATURES SUCH AS MARKERS AND BRAND INSIGNIAS (PER ANSI/APSP/ICC 5 & 7)
10. THE DESIGN ENGINEER TAKES NO REASONABILITY FOR POOL CONSTRUCTION IN EASEMENTS, RESERVATION AREAS OR REQUIRED SETBACK AREAS. POOL CONTRACTOR AND/OR OWNER SHALL VERIFY ALL SHOWN DIMENSIONS IN FIELD AND ESTABLISH LOT LINES PRIOR TO CONSTRUCTION.
11. DO NOT DRAIN POOL UNDER HIGH GROUND WATER OR STORM CONDITIONS.
12. WARNING! DO NOT EMPTY POOL AFTER CONSTRUCTION FOR REPAIRS OR ANY OTHER REASON BEFORE CONSULTING WITH A POOL OR POOL REPAIR CONTRACTOR. HYDROSTATIC UPLIFT PRESSURES MUST BE ELIMINATED TO PREVENT POOL FROM FLOATING ABOVE GROUND, AND CAUSING DAMAGE TO THE STRUCTURAL INTEGRITY OF THE POOL.
13. CONTRACTOR IS RESPONSIBLE OF PROVIDING SHORING IF NEEDED.

REVISION:

No.	DESCRIPTION

ENGINEER

VICTOR RAMOS P.E.LIC No: 87496
7700 N KENDALL DR, SUITE 706, MIAMI FL 33156
(786) 830-3551

Digitally signed by Victor Ramos
Date: 2025.08.08 09:55:28 -04'00'

VICTOR RAMOS LICENSED No. 87496 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY VICTOR RAMOS, P.E. ON THE DATE ADJACENT TO THE SEAL.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

DESIGNER:

TERRA ENGINEERING CONSULTING

PROJECT:

FIBERGLASS POOL LEGALIZATION

ADDRESS:

1540 N TREASURE DR, NORTH BAY VILLAGE, FL 33141

PROJECT DATE: 6.11.2025
DRAWING BY: MR
CHECKED: FD

SHEET TITLE:

SITE PLAN

SHEET No:

SP. 1

NORTH BAY VILLAGE
UNIFORM CIVIL CITATION NOTICE

6899

Date Issued:	Time Issued:	North Bay Village Officer (Print Name)	Repeat Violation:
6/1/24	1:30 ( )AM (✓)PM	M. TOVAR	? Yes ? No

Name of Violator(s): CAVA HOMES + INVESTMENTS CORP.

Folio #23-3209- 009 - 0770

Courtesy Civil Infraction Notice Issued ( ) Yes (✓) No

Mailing Address: 243 SW 159 5 LN

PEMBROKE PINES FL 33027

This notice summons you to answer the complaint that on 6/1/24 (date) at 12:30 (time) you committed a violation of Section 125.1(FBC) of the Code of North Bay Village, ~~or Miami-Dade County~~ FL. To wit:

WORK Commenced WITHOUT THE required Permits. underground Fiberglass Pool/Wood Fence Installed.

at: 1540 W Treasure Dr. on Saturday

(location of violation)

Corrective action: Stop all work, obtain the required Permits & Pay Fine

You Shall:

1. Pay the Civil Penalty of $ 250 on or before 6/30/24 AND correct the above violation on or before 6/30/24; OR
2. Request an Administrative Appeal before a Special Magistrate to appeal the decision of the Code Enforcement/Police Officer on or before 6/30/24.

(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

IF A PERSON ELECTS TO APPEAL THE CITATION A PENALTY OF UP TO $500.00 PER DAY MAY BE IMPOSED UPON A DETERMINATION THAT A VIOLATION WAS COMMITTED.

IF YOU FAIL TO PAY THE CIVIL PENALTY WITHIN THE TIME LIMIT SPECIFIED ABOVE OR TO APPEAL THE FINE WITHIN 20 CALENDAR DAYS FROM RECEIPT OF THE CIVIL CITATION NOTICE, YOU SHALL BE DEEMED TO HAVE WAIVED YOUR RIGHT TO CONTEST THE CITATION AND A LIEN MAY BE RECORDED AGAINST THE PROPERTY AND THE CITATION MAY BE ENFORCED BY INITIATING AN ENFORCEMENT ACTION IN COUNTY COURT.

THIS CIVIL PENALTY IS INITIALLY A ONE TIME FINE, HOWEVER, EACH DAY OF CONTINUED VIOLATION AFTER THE TIME PERIOD FOR CORRECTION SHALL BE DEEMED A CONTINUING VIOLATION. FOR EACH DAY THE VIOLATION CONTINUES AFTER THE TIME PERIOD FOR CORRECTION HAS RUN, AN ADDITIONAL PENALTY IN THE SAME AMOUNT AS THE FINE FOR THE ORIGINAL VIOLATION SHALL BE ADDED.

I ACKNOWLEDGE RECEIPT OF THIS CIVIL CITATION NOTICE. I UNDERSTAND THAT ACCEPTANCE OF THIS CITATION NOTICE IS NOT AN ADMISSION OF GUILT.

VIOLATOR _____ DATE _____ SERVICE: PERSONAL ( ) MAIL (✓) POSTING

OFFICER SIGNATURE _____ 305 756-7171 PHONE NUMBER 6/1/24 DATE

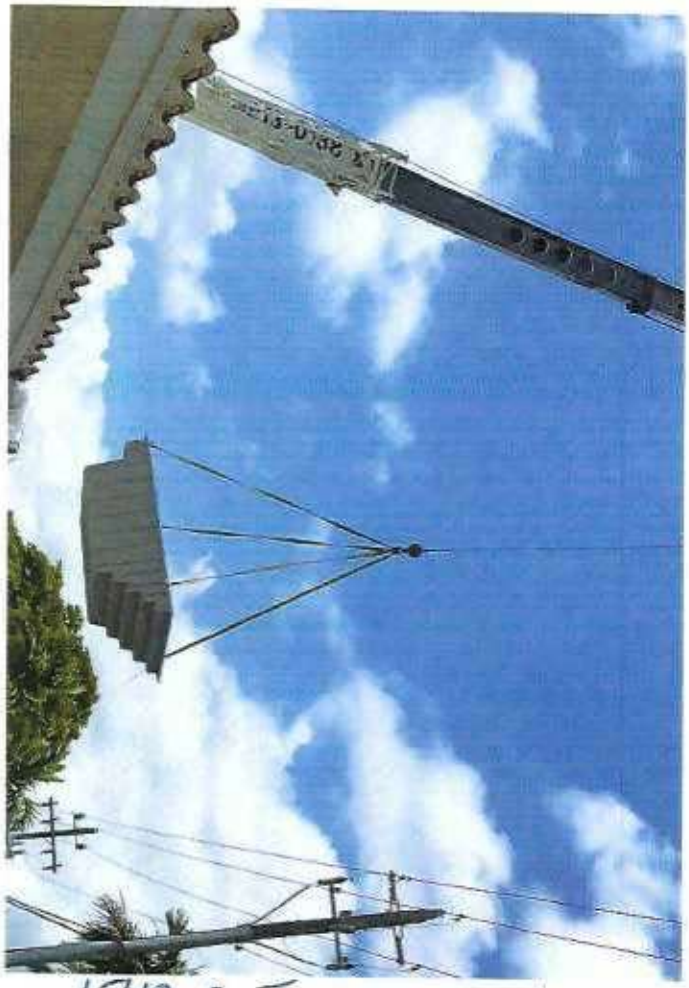
VE-2

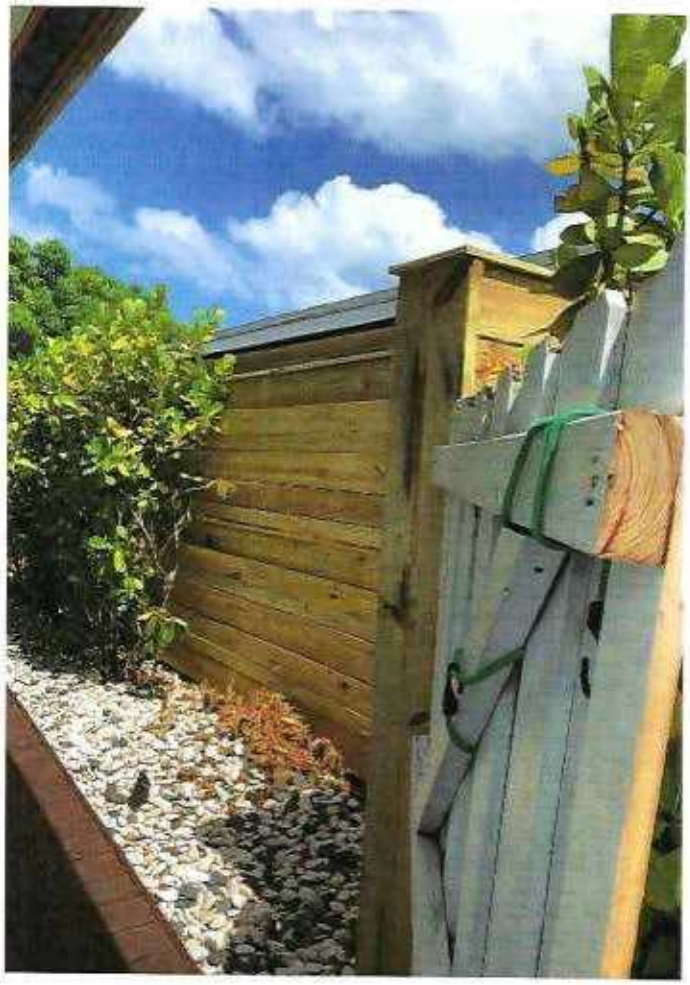




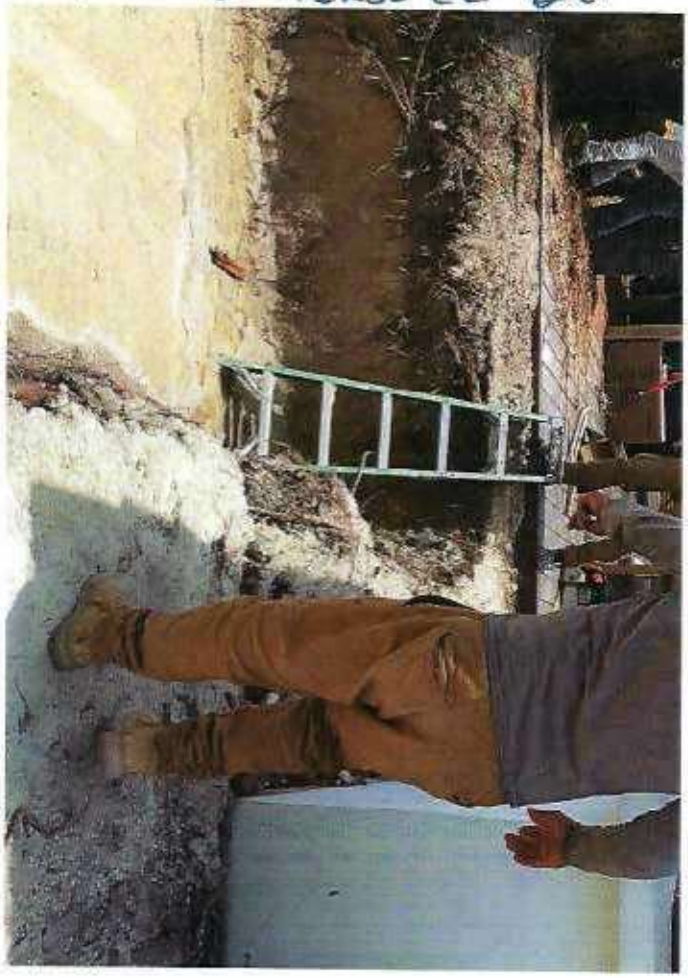



1540 N Treasure Dr





1540 S. Transuec Dr.












FIBERGLASS

STOP

751

IRA R. SHAPIRO, P.A.
Attorneys and Counselors at Law
Baylee Executive Center, Suite 225
16375 NE 18 Avenue
N. Miami Beach, FL 33162

Ira R. Shapiro
Baylee L. Shienbaum

Dade: (305) 944-3936
Broward: (954) 763-5801
Facsimile: (305) 944-3345
E-Mail: office@irarshapiropa.com

August 5, 2025

Mr. Julio C. Alonso Chocho
1540 N. Treasure Drive
North Bay Village, FL 33141

Re: Property located at:
1540 N. Treasure Drive
North Bay Village, FL 33141
Our File No.: 4371.61

Dear Julio:

I understand that the City of North Bay Village requested recorded documentation identifying the existence and holder of the easement on your property. I reviewed the title records, and I do not see any recorded easement, although I understand that there is a utility easement that is on the Plat for the entire subdivision for overhead utility lines that run across the rear of the properties. There is no separately recorded easement.

Sincerely,

IRA R. SHAPIRO

IRS/sma
s alonso 4371.61 (easement)

LETTER OF SUPPORT

City of North Bay Village
Planning & Zoning Department
1666 Kennedy Causeway, Suite 700
North Bay Village, FL 33141
(Variance Committee)

August-02-2025

Honorable people of the Committee.

My name is Delfin Miguel Angote Guerrero, residing at **1570 N Treasure Dr, North Bay Village, Fl, 33141.**

I'm the current neighbor of Mr. Julio Cesar Alonso Chocho or Caya Homes Investment Corp, Owner of the Property located at **1540 N Treasure Dr, North Bay Village, FL ,33141**

I would like to express my support of the Fiber Glass Pool already Installed at the West Rear Yard of my Property and I attest that I have no objection to the keeping of the structure on their property.

If you have any question, please don't hesitate to contact me.

Sincerely,

.....

Delfin Miguel Angote Guerrero

Cell : 786 899 6474

RESOLUTION NO. 2025-____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/ APPROVING WITH CONDITIONS/DENYING] A VARIANCE APPLICATION BY JULIO CESAR ALONSO CHOCHO FOR PROPERTY LOCATED AT 1540 N TREASURE DR (FOLIO NO. 23-3209-009-0770) TO ALLOW A POOL WITHIN THE REQUIRED REAR/EASEMENT AND SIDE SETBACKS, WHERE SECTION 8.17.M.2.B OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) REQUIRES A SETBACK OF AT LEAST 7.5 FEET FROM THE REAR EASEMENT AND 15 FEET FROM SIDE PROPERTY LINE; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Julio Cesar Alonso Chocho(the “Applicant”) is requesting approval of a variance to allow a pool within the required rear/easement and side setbacks(the “Application”) for an existing single-family residential property located at 1540 N Treasure Dr and identified for real property tax purposes by folio number 23-3209-009-0770 (the "Property") pursuant to the provisions of Section 7.3 of the North Bay Village (the "Village") Unified Land Development Code (the “ULDC”); and

WHEREAS, the Property is zoned RS-2 Single Family Residential; and

WHEREAS, Section 8.17.M.2.b. of the Unified Land Development Code, swimming pools in the RS-2 zoning district must maintain a minimum street side (corner) setback of fifteen (15) feet and a minimum setback of seven and one-half (7.5) feet from any easement; and

WHEREAS, The Applicant requests variances to allow the existing swimming pool to maintain a reduced street side (corner) setback of nine (9) feet nine (9) inches and to encroach approximately two (2) feet six (6) inches into the rear (east) utility easement in order to legalize the structure as constructed; and

WHEREAS, Section 7.3 of the ULDC provides for consideration and granting of variances under the circumstances and pursuant to the criteria set forth therein; and

WHEREAS, upon reviewing the Application against the criteria of Section 7.3, Staff determined that the requested relief does not meet all the criteria provided in the above-referenced section, as required; and

WHEREAS, after a duly noticed public hearing held on _____, 2025, the Planning and Zoning Board voted to recommend [approval/approval with conditions/denial] of the Application subject to the conditions set forth and included below in Section 3; and

WHEREAS, the Village Commission, after a duly noticed public hearing held on _____, 2025, as required by law, based upon competent substantial evidence in the record, finds that the Application [meets/does not meet] the requirements of the Village Code; that the Application [is/is not] consistent with the Village's ULDC and Comprehensive Plan; that the variances [will/will not] be in harmony with the general purpose and intent of Section 8.10.B; and that the variances [will/will not] be injurious to the neighborhood or otherwise detrimental to the public welfare; and

WHEREAS, the Mayor and Village Commission further find 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. Findings. The Village Commission, after review of competent substantial evidence in the record and a duly noticed public hearing, hereby finds that the Application [meets/does not meet] the criteria set forth in Section 7.3 of the ULDC variances.

Section 3. Decision; Conditions. Pursuant to Section 7.3. of the ULDC, variances to allow a reduced street side (corner) setback of nine (9) feet nine (9) inches, where a minimum of fifteen (15) feet is required by Section 8.17.M.2.b., and to allow the swimming pool to encroach approximately two (2) feet six (6) inches into the rear (east) utility easement, where a minimum setback of seven and one-half (7.5) feet from any easement is required by Section 8.17.M.2.b., are hereby [approved/denied/approved, subject to the following conditions] for the property located at 1540 N Treasure Drive.:

1. The granting of these variances shall be limited to the legalization of the existing swimming pool as constructed, with a reduced street side (corner) setback of nine (9) feet nine (9) inches and an encroachment of approximately

two (2) feet six (6) inches into the rear (east) utility easement. No additional encroachment or further reduction of required setbacks shall be permitted.

2. Approval of this variance by the Village is limited to reducing the required setbacks under Section 8.17.M.2.b of the ULDC, and does not authorize encroachment into the easement at the rear of the property depicted in the Plat of Treasure Island, Plat Book 50 at Page 67 of the Public Records of Miami-Dade County. The homeowner is responsible for obtaining authorization from all parties with rights to the easement. Any construction or maintenance of improvements within the easement is at the property owner's risk. Should any holder of rights to the easement require the removal, alteration, or adjustment of the swimming pool, or any improvement within the easement, compliance with such requirement shall be the sole responsibility of the property owner. By constructing or maintaining improvements on the property within the easement, the property owner acknowledges and agrees that the Village shall bear no liability for the demolition, alteration, relocation, and/or reconstruction of any improvements that are now or hereafter maintained in conflict with the easement.

3. Fence Location Verification. Prior to the issuance of any building permit, the applicant shall verify ownership and installation of the existing fence located along the east property line. If determined to be owned or installed by a current or former owner of 1540 N Treasure Drive, any portion of the fence encroaching onto 1570 N Treasure Drive shall be relocated entirely within the property boundaries of 1540 N Treasure Drive.

4. Permit Compliance. All required after-the-fact building permits shall be obtained, and the pool and associated improvements shall be inspected and approved in compliance with the Florida Building Code, the ULDC, and any other applicable regulations.

5. The property to which the variance applies shall be in strict conformance with the plans and documentation submitted as part of the variance application, subject to any modifications required by these conditions.

6. No Expansion. Approval is limited to the existing pool and its current location. Any future enlargement or modification within the setback or easement areas shall require separate review and approval

7. All cost recovery charges pursuant to Section 5.12. must be paid prior to the issuance of a building permit.

8. Pursuant to Section 7.5 of the ULDC, the variance shall expire two (2) years from the date of final action by the Village Commission if no substantial construction has occurred in accordance with the approved plans

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 Rachel Streitfeld _____
Vice Mayor Goran Cuk _____
Commissioner Richard Chervony _____
Commissioner Andy Rotondaro _____
Commissioner Doris Acosta _____

PASSED AND ADOPTED on this _____ day of _____, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Certified list of Property Owners Notified

Julio Cesar Alonso or Caya Homes Investment Corp.

Owner of Property 1540 N Treasure Dr, North Bay Village, FL 33141
Contact Cell 786 800 6155
jcalocan@gmail.com

Date: August 17- 30 -2025

City of North Bay Village
Planning & Zoning Department
1666 Kennedy Causeway, Suite 700
North Bay Village, FL 33141

RE: List of Owner Notified –

Variance Request for 1540 N Treasure Dr, North Bay Village, FL 33141

To Whom It May Concern,

1- 1570 N TREASURE DR, NORTH BAY VILLAGE, FL, 33141
2- 1555 N TREASURE DR, NORTH BAY VILLAGE, FL, 33141
3- 7556 BOUNTY AVE, NORTH BAY VILLAGE, FL, 33141
4- 7552 BOUNTY AVE, NORTH BAY VILLAGE, FL, 33141
5- 7553 BOUNTY AVE, NORTH BAY VILLAGE, FL, 33141
6- 7552 BUCCANER AVE, NORTH BAY VILLAGE, FL, 331

Sincerely,

Julio Alonso

Caya Homes Investment Corp.

President

Notary Public State of Florida
Yarisfer Echazabal
My Commission HH 480197
Expires 1/11/2028

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 SEPTEMBER 3, 2025 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING, THE BOARD WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING "APPENDIX A, SUNBEAM SPECIAL AREA PLAN" OF THE UNIFIED LAND DEVELOPMENT CODE TO ADDRESS WORKFORCE HOUSING REQUIREMENTS AMONG OTHER PROVISIONS, APPLICABLE TO PROPERTIES ZONED "SUNBEAM SPECIAL AREA PLAN"; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/ APPROVING WITH CONDITIONS/DENYING] A VARIANCE APPLICATION BY JULIO CESAR ALONSO CHOCHO FOR PROPERTY LOCATED AT 1540 N TREASURE DR (FOLIO NO. 23-3209-009-0770) TO ALLOW A POOL WITHIN THE REQUIRED REAR/EASEMENT AND SIDE SETBACKS, WHERE SECTION 8.17.M.2.B OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) REQUIRES A SETBACK OF AT LEAST 7.5 FEET FROM THE REAR EASEMENT AND 15 FEET FROM SIDE PROPERTY LINE; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

PARTICIPATE IN THE MEETING VIA ZOOM: MEETING ID: 839 8967 2951
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 1-929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN

WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

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Notice of Public Hearing - Planning & Zoning Board

North Bay Village | Publish Date: Aug 20, 2025

PUBLIC NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON SEPTEMBER 3, 2025 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:

Notice of Solicitation - Request for Qualification

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PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Total Postage and Fees	$6.08	
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Street and Apt. No., or PO Box No. 1570 N treasure dr
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PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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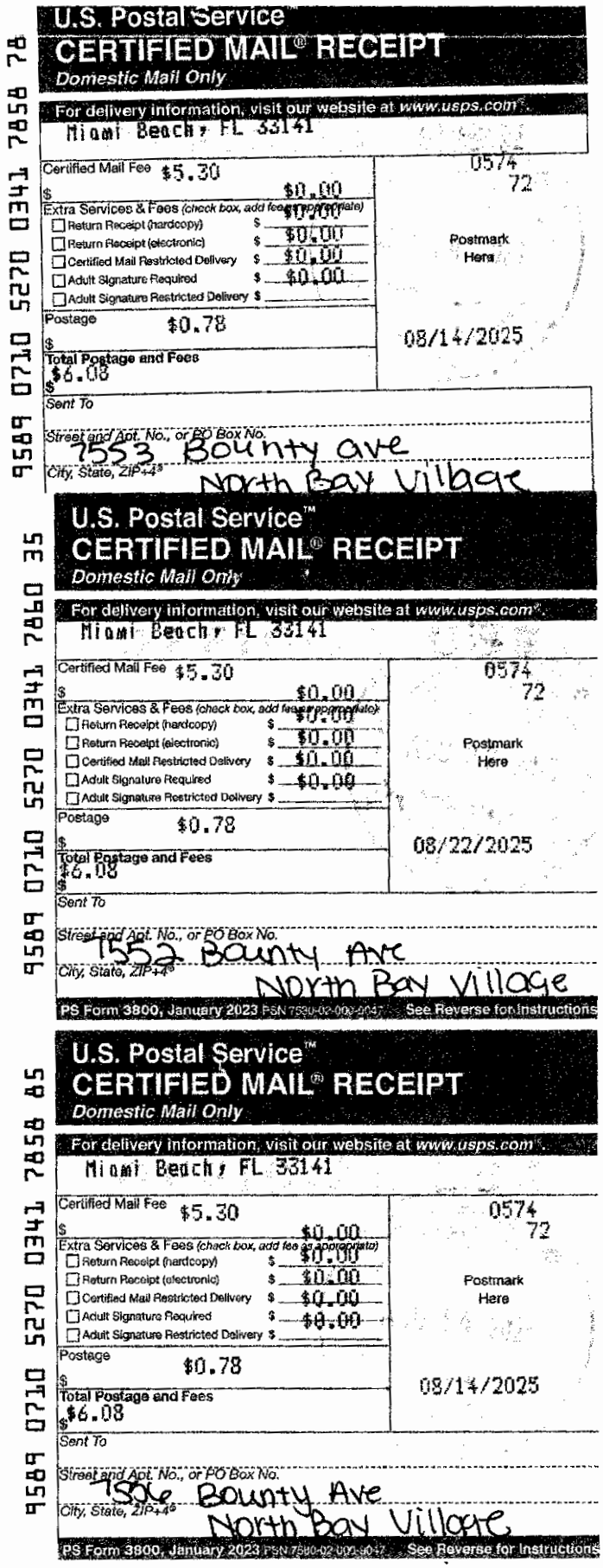

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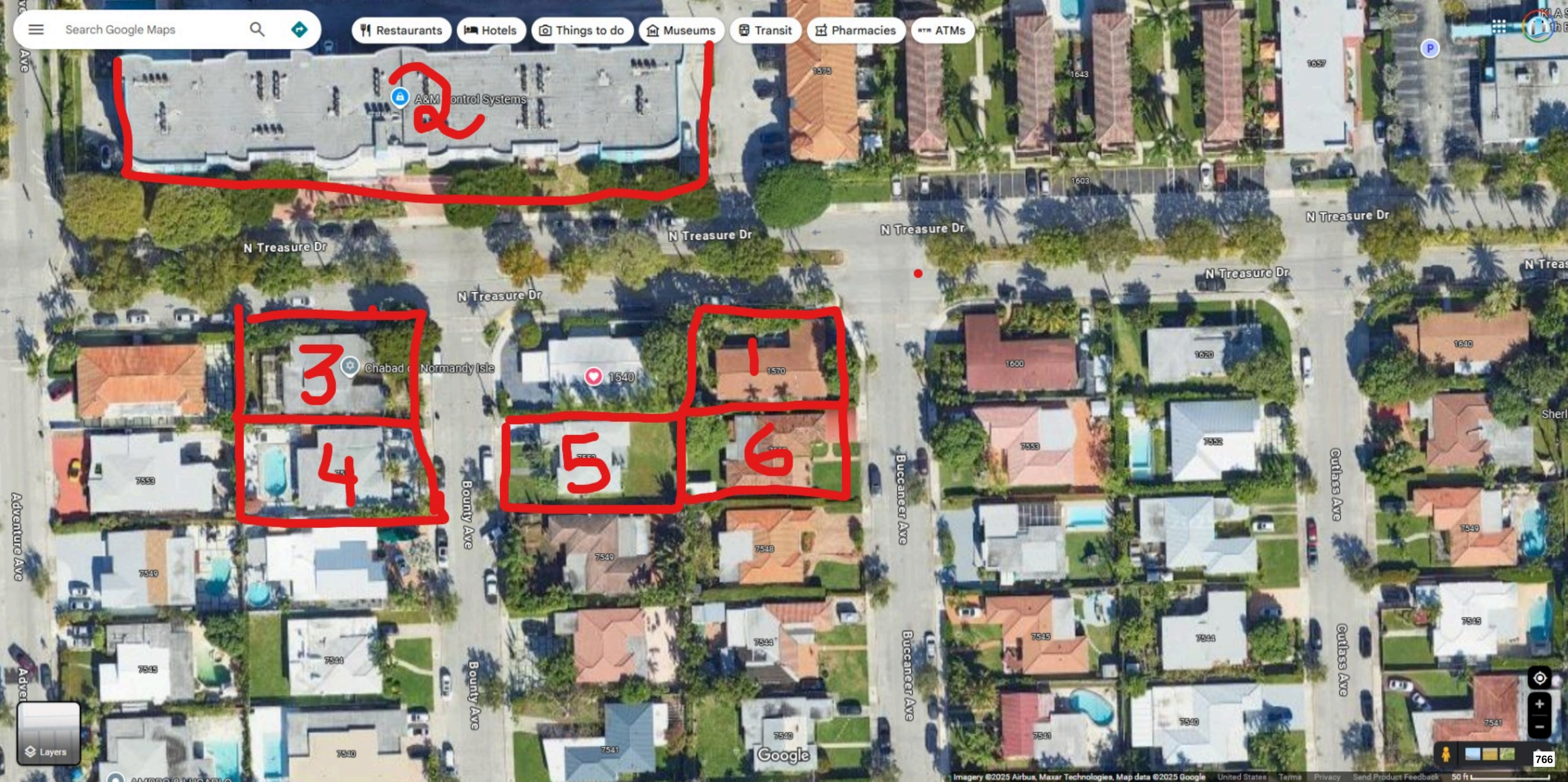
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NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the North Bay Village will hold Public Hearings at Village Hall, Commission Chambers, 1666 Kennedy Causeway, Suite 101, North Bay Village, FL 33141 as follows:

Planning & Zoning Board	**Village Commission**
September 3, 2025, at 6:00 PM	September 16, 2025, at 6:30 PM

The purpose of the Public Hearings is to consider the following variance application for the subject location:

APPLICANT: Julio Alonso (Caya Homes & Investments Corp.)

LOCATION: 1540 N. Treasure Drive, North Bay Village, FL 33141

VARIANCE REQUEST: The Applicant seeks variance approval for the following:

1. To allow a pool to encroach into the rear/easement and side yard setback area.

All interested parties are encouraged to participate by either appearing at the public hearing(s) or by sending written comments in advance of the hearing (s) to:

North Bay Village
Office of the Village Clerk
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Email: publicomments@nbvillage.com

The Board or Commission may continue or defer the hearing to a new date and time certain without further notice provided the date and time of the continuance or deferral is announced at the hearing. Information regarding the proposed request and/or project is available at the Village Clerk's office during normal business hours. The Village Clerk can be reached at 305-756-7171. The meeting agenda and supporting documentation will be available online at https://northbayvillage-fl.gov/agendas-minutes/

Pursuant to Section 286.0105, Florida Statutes if any person decides to appeal any decision made by the Board or Commission with respect to any matter considered at the meeting or hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990 (ADA), persons needing special accommodations to participate in these proceedings should contact the Village Clerk's Office for assistance at (305) 756-7171, no later than four (4) business days prior to such proceeding.

Alba L. Chang, CMC
Village Clerk

MEMORANDUM
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Tel: (305) 756-7171
Fax: (305) 756-7722
Website: www.northbayvillage-fl.gov

Date: **September 3, 2025**

To: **Planning and Zoning Board**

From: **Silvia E. Vargas, FAICP, Village Planner and Joshua Nogareda, Planner**

Case: **VAR2025-004**

Subject: **Request for Variances from the Street Side Setback and Easement Setback Requirements to Legalize an Existing Swimming Pool at 1540 N Treasure Drive.**

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1. General Information

Owner:	Julio Cesar Alonso Chocho
Applicant Address:	1540 N Treasure Dr, North Bay Village, FL 33141
Site Address:	1540 N Treasure Dr, North Bay Village, FL 33141
Site Acreage	0.157 Acres (6,840 sf)
Folio Number	23-3209-009-0770
Contact Person/Owner Representative:	Alonso Chocho, Julio Cesar

2. Legal Description of Subject Property

LOT 1, BLOCK 3, OF TREASURE ISLAND SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50 AT PAGE 67 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA

3. Property Future Land Use Map and Zoning Designations

Future Land Use	Single Family Residential
Zoning District	RS-2 Medium Density Single-Family Residential District.
Existing Land Use	Single Family Residential

4. Adjacent Land Use Map Classifications and Zoning District

North	Future Land Use	Medium density multi-family Residential
	Zoning District	RM-40 - Multiple Family Residential
	Existing Land Use	Breeze Condo multi-family
East	Future Land Use	Single Family Residential
	Zoning District	RS-2 Medium Density Single-Family Residential District.
	Existing Land Use	Single Family Residential
South	Future Land Use	Single Family Residential
	Zoning District	RS-2 Medium Density Single-Family Residential District.
	Existing Land Use	Single Family Residential
West	Future Land Use	Single Family Residential
	Zoning District	RS-2 Medium Density Single-Family Residential District.
	Existing Land Use	Single Family Residential

5. Background

The subject property, located at 1540 N Treasure Drive (Folio No. 23-3209-009-0770), is a 6,840-square-foot corner lot in the RS-2 Single Family Residential District with frontage on Bounty Avenue. The property contains a fiberglass in-ground swimming pool installed in the rear yard without the required permits. On June 1, 2024, the Village issued a civil citation to the property owner for commencing work without permits.

Pursuant to Section 8.17.M.2.b. of the Unified Land Development Code, swimming pools must maintain a minimum street side (corner) setback of 15 feet and a minimum setback of 7.5 feet

from any easement. A 10-foot-wide utility easement runs along the center of the block, of which 5 feet is located at the rear on the subject property and 5 feet on the adjacent property, as clearly depicted and dimensioned on the survey dated July 9, 2020, signed by Carlos Ibarra. Aerial imagery further indicates the presence of overhead utility lines running through the utility easement area, confirming its physical existence and location.

As constructed, the pool is set back approximately 9 feet 9 inches from the street side property line along N Treasure Drive, encroaching approximately 5 feet 3 inches into the required 15-foot setback. Along the rear (east) property line, the pool not only fails to meet the required 7.5-foot setback from the easement but also extends approximately 2 feet 6 inches into the easement itself, resulting in a negative rear setback of approximately -2.5 feet from the easement boundary.

The applicant seeks variances to allow the reduced street side setback and the encroachment into the easement in order to legalize the existing pool.

Note: The rear setback for swimming pools is measured from the easement line when an easement is present. In this case, the pool encroaches into the easement and does not meet the required setback. Furthermore, even if the easement were not present and the setback were measured from the rear property line, the pool would still fail to comply with the minimum 7.5-foot rear setback, as it is only 2.5 feet from the property line. This underscores that the pool does not conform to the rear setback requirement under either scenario.

Figure 1 – Aerial Photo



Source: Miami-Dade County Property Appraiser.

6. Description of Applicant's Request

The Applicant is requesting approval for a variance in accordance with the provisions of Sec. 7.3, Procedure for Consideration of a Hardship Variance, of the Unified Land Development Code (ULDC), to allow an in-ground swimming pool to remain within the required setbacks and partially

within a utility easement area identified on the property survey. Sec. 8.17.M.2.b. of the ULDC requires swimming pools to maintain a minimum side (corner) setback of fifteen (15) feet and a minimum setback of seven and one-half (7.5) feet from any easement.

As described in the Letter of Intent, the Applicant is requesting a reduced street side (north) setback of 9 feet 9 inches, where 15 feet is required, and a rear (east) setback of approximately -2.5 feet from the easement boundary, where 7.5 feet is required. The request is intended to legalize an existing pool installed without permits.

7. Consistency with NBV100 Comprehensive Plan and NBV100 Master Plan

This application is deemed consistent with aspects of the Livability pillar of the NBV100 Master Plan Vision. The applicant's stated intent is to legalize an existing in-ground swimming pool that serves as a residential amenity, preserving the property's use and character within the RS-2 Single Family Residential District. The request does not alter the site's land use or density and maintains the neighborhood's established single-family pattern. By resolving the permitting and compliance issues, the proposal supports the Comprehensive Plan's emphasis on improving quality of life and maintaining attractive residential environments.

The application is also generally consistent with the Comprehensive Plan's Livability and Housing goals, and does not alter the land use or density.

Supporting Policies:

- **NBV100 Vision** – Livability Pillar emphasizes "improving quality of life" and maintaining attractive residential environments (p. 13). Legalizing the pool, if it meets all safety and utility access requirements, could preserve an existing residential amenity without detracting from neighborhood character.

- **Housing Element** – Goal calls for providing "an attractive, safe… place to live and still maintain the Village's present residential character" (p. 39). Bringing the pool into compliance aligns with preserving property value and residential quality.

- **Objective 2.2 & Policy 2.2.5** – Encourage land use development that emphasizes livability and overall acceptability to residents (p. 20–21).

8. Compliance with Variance Criteria

The proposed variance to reduce the required swimming pool setbacks is being requested pursuant to the provisions of Sec. 7.3 of the ULDC. The proposed deviation is from the requirements of Sec. 8.17.M.2.b., which establishes a minimum side (corner) setback of fifteen (15) feet and a minimum setback of seven and one-half (7.5) feet from any easement for swimming pools. The subject property is located in the RS-2 zoning district.

Pursuant to Sec. 7.3.C, for the Planning and Zoning Board to recommend approval of a hardship variance, and for the Village Commission to grant approval, both must make an affirmative finding with respect to all seven (7) of the following criteria:

1. *There are special circumstances and conditions which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same zoning district.*

Applicant's Remark: The shape and orientation of the lot, along with existing site conditions, created a unique situation in which the only feasible location for the pool required partial placement within the setback areas. These conditions are not generally applicable to other properties in the RS-2 district.

Staff Evaluation:
The 6,840-square-foot corner lot, consistent in size with others in the RS-2 district, contains a 2,801-square-foot principal structure set 34 feet from the front property line, exceeding the required 20-foot setback and reducing the rear yard depth. A 10-foot-wide rear easement, with 5 feet on the subject property, establishes the applicable setback from the easement rather than the rear property line, further limiting usable area. While these factors constrain pool placement, similar conditions exist on other properties in the RS-2 district; therefore, the site does not present a truly unique circumstance under this criterion. **Does not Comply.**

2. *The special circumstances and conditions were not self-created by any person having an interest in the property.*

Applicant's Remark: The noncompliant condition resulted from a good-faith misinterpretation of the zoning regulations during construction. There was no intent to circumvent the permitting process or obtain advantage.

Staff Evaluation: The lot configuration, existing structure placement, and location of the utility easement are pre-existing conditions not created by the current owner. However, the pool was installed without permits and in violation of the ULDC setback requirements. While the dimensional constraints themselves were not self-created, the decision to construct the pool in its current location without prior approval was the result of actions taken by or on behalf of the property owner. **Does not Comply.**

3. *Strict application of the provision of this chapter would deprive the Applicant of the reasonable use of the land, structure, or building for which the variance is sought; and would involve an unnecessary hardship for the Applicant.*

Applicant's Remark: Enforcing the code as written would require removal or reconfiguration of the existing pool, resulting in significant financial and structural hardship, without providing any corresponding public benefit.

Staff Evaluation: Strict application of the ULDC setbacks would require removal or major relocation of the pool, representing a substantial cost to the owner. However, such enforcement would not deprive the owner of reasonable use of the property as a single-family residence. While removal would eliminate the existing amenity, the property could still be used for its intended residential purpose in compliance with the code. **Does not Comply.**

4. *Granting the variance requested will not confer on the Applicant any special privilege that is denied by the Unified Land Development Code to other land, structures, or buildings in the same zoning district.*

Applicant's Remark: Granting this variance does not result in any special privilege denied to others. It is comparable to variances previously granted for similar conditions in this zoning district.

Staff Evaluation: Granting the variance would allow retention of a pool encroaching into the required street side setback and rear easement area. All RS-2 properties are subject to the same dimensional requirements. While some properties in the district appear, per aerial imagery, to have pools within easements or reduced setbacks, not all such conditions are the result of formally approved variances. No supportive examples of variances similar to this case have been provided, and each such instance would require verification and review, as every property has a distinct history. Approval of this request could be perceived as granting relief not ordinarily available under the ULDC but would be specific to the existing, as-built condition. **Does not Comply.**

5. *The Variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building.*

Applicant's Remark: This request represents the minimum possible deviation necessary to bring the property into legal compliance.

Staff Evaluation: The variance seeks approval for the pool as constructed, with a street side setback of 9 feet 9 inches where 15 feet is required, and a rear setback of approximately -2.5 feet from the easement where 7.5 feet is required. While no further encroachment is proposed, there is no evidence that alternative placement or design options were evaluated prior to construction that might have reduced the degree of noncompliance. **Does not Comply.**

6. *Granting the variance will be in harmony with the general intent and purpose of this chapter, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.*

Applicant's Remark: The pool does not interfere with visibility, drainage, safety, or adjacent properties. It is aesthetically consistent with the neighborhood and has not generated complaints or disputes.

Staff Evaluation:
Granting the variance would not appear to be injurious to the neighborhood or detrimental to the public welfare. Its retention would maintain the existing residential use and character of the site. The adjacent neighbor at 1570 N Treasure Dr has provided a letter of support (see attachment 7), indicating no objection to the pool's location. However, the variance may not supersede any applicable easement rights or agreements, as no recorded easement agreement has been provided for review. **Partially complies**.

7. *The variance request is not based exclusively upon a desire to reduce the cost of development.*

Applicant's Remark: The request is made exclusively to regularize the existing condition and comply with the City's development code, not to reduce costs or gain unfair benefit.

Staff Evaluation: The variance is being sought to bring an existing, unpermitted condition into compliance with the ULDC. While avoiding the cost of removal or relocation is a likely factor, the record indicates the purpose of the request is to legalize the existing structure rather than to obtain additional development rights or an unfair advantage. **Complies.**

9. Recommendation

Pursuant to Sec. 7.3.C of the ULDC, the Planning and Zoning Board and the Village Commission must make affirmative findings for all seven hardship variance criteria in order to recommend or grant approval. Based on the application materials, applicant remarks, and staff's independent review, the request does not satisfy several of the required criteria, including the demonstration of unique site conditions, proof that the condition was not self-created, and evidence that the relief requested is the minimum necessary.

The proposed variance is not anticipated to be injurious to the neighborhood and is supported by the adjacent property owner at 1570 N Treasure Drive. The pool's location, however, involves an encroachment into a rear utility easement. While this factor alone is not determinative, no recorded easement agreement or written confirmation from the easement holder or utility company has been provided to verify that the encroachment may remain.

Based on the above, Staff finds that the variance request does not meet all seven criteria required under Sec. 7.3.C and recommends **denial** of the variance.

10. Conditions

If the Planning and Zoning Board decides to recommend approval, staff advises incorporating the following conditions into any final action by the Village Commission:

1. The granting of these variances shall be limited to the legalization of the existing swimming pool as constructed, with a reduced street side (corner) setback of nine (9) feet nine (9) inches and an encroachment of approximately two (2) feet six (6) inches into the rear (east) utility easement. No additional encroachment or further reduction of required setbacks shall be permitted.

2. Approval of this variance by the Village is limited to reducing the required setback under Section 8.17.M.2.b of the ULDC, and does not authorize encroachment into the easement at the rear of the property depicted in the Plat of Treasure Island, Plat Book 50 at Page 67 of the Public Records of Miami-Dade County. The homeowner is responsible for obtaining authorization from all parties with rights to the easement. Any construction or maintenance of improvements within the easement is at the property

owner's risk. Should any holder of rights to the easement require the removal, alteration, or adjustment of the swimming pool, or any improvement within the easement, compliance with such requirement shall be the sole responsibility of the property owner. By constructing or maintaining improvements on the property within the easement, the property owner acknowledges and agrees that the Village shall bear no liability for the demolition, alteration, relocation, and/or reconstruction of any improvements that are now or hereafter maintained in conflict with the easement.

3. Fence Location Verification. Prior to the issuance of any building permit, the applicant shall verify ownership and installation of the existing fence located along the east property line. If determined to be owned or installed by a current or former owner of 1540 N Treasure Drive, any portion of the fence encroaching onto 1570 N Treasure Drive shall be relocated entirely within the property boundaries of 1540 N Treasure Drive.

4. Permit Compliance. All required after-the-fact building permits shall be obtained, and the pool and associated improvements shall be inspected and approved in compliance with the Florida Building Code, the ULDC, and any other applicable regulations.

5. The property to which the variance applies shall be in strict conformance with the plans and documentation submitted as part of the variance application, subject to any modifications required by these conditions.

6. No Expansion. Approval is limited to the existing pool and its current location. Any future enlargement or modification within the setback or easement areas shall require separate review and approval.

7. All cost recovery charges pursuant to Section 5.12. must be paid prior to the issuance of a building permit.

8. Pursuant to Section 7.5 of the ULDC, the variance shall expire two (2) years from the date of final action by the Village Commission if no substantial construction has occurred in accordance with the approved plans.

List of Attachments to Staff Report

Attachment 1 – Complete variance application
Attachment 2 – Boundary survey
Attachment 3 – Site Plan
Attachment 4 – Citation Notice and evidence photos
Attachment 5 - Current condition photographs
Attachment 6 - Letter from attorney about UE
Attachment 7 - Letter Of Support From 1570 N Treasure Dr (adjacent East)
Attachment 8 - Proof of mailed notice
Attachment 9 – Draft Resolution

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 SEPTEMBER 16, 2025 AT 6:30 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE ZONING OF CERTAIN PARCELS LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030), FROM RM-70 HIGH DENSITY MULTIPLE FAMILY RESIDENTIAL DISTRICT TO "8000 EAST SPECIAL AREA PLAN"; AMENDING THE UNIFIED LAND DEVELOPMENT CODE TO CREATE "APPENDIX D, 8000 EAST SPECIAL AREA PLAN" TO PROVIDE SPECIFIC ZONING REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY HARBOR ISLAND DEVELOPMENT COMPANY LLC TO PERMIT A RESIDENTIAL DEVELOPMENT CONSISTING OF TWO MULTIFAMILY RESIDENTIAL TOWERS, A PARKING STRUCTURE, MARINA, AND CIVIC SPACE, LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030); PROVIDING FOR FINDINGS, CONDITIONS, LIMITATION OF APPROVAL, IMPLEMENTATION, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH HARBOR ISLAND DEVELOPMENT COMPANY LLC FOR THE PROPERTIES LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030) RELATING TO THE DEVELOPMENT OF A RESIDENTIAL DEVELOPMENT CONSISTING OF TWO MULTIFAMILY RESIDENTIAL TOWERS, A PARKING STRUCTURE, MARINA, AND CIVIC SPACE PURSUANT TO SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION, PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING "APPENDIX A, SUNBEAM NBV SPECIAL AREA PLAN" OF THE UNIFIED LAND DEVELOPMENT CODE TO ADDRESS WORKFORCE HOUSING REQUIREMENTS AMONG OTHER PROVISIONS, APPLICABLE TO PROPERTIES ZONED "SUNBEAM SPECIAL AREA PLAN"; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT, PURSUANT TO SECTIONS 163.3221 THROUGH 163.3243, FLORIDA STATUTES, AND SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE, TO REPLACE THE PREVIOUSLY APPROVED SUNBEAM DEVELOPMENT AGREEMENT GOVERNING THE DEVELOPMENT OF A MIXED-USE PROJECT CONSISTING OF RESIDENTIAL, OFFICE, COMMERCIAL, HOTEL/LODGING, AND CIVIC USES ON CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBERS 23-3209-000-0010, 23-3209-000-0200, 23-3209-000-0201, 23-3209-000-0020, 23-3209-000-0030, 23-3209-000-0031, 23-3209-000-0040, 23-3209-000-0161, 23-3209-010-0240, AND 23-3209-010-0270, LEGALLY DESCRIBED IN EXHIBIT "A" TO THE PREVIOUSLY APPROVED DEVELOPMENT AGREEMENT; PROVIDING FOR AUTHORIZATION, PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/ APPROVING WITH CONDITIONS/DENYING] A VARIANCE APPLICATION BY JULIO CESAR ALONSO CHOCHO FOR PROPERTY LOCATED AT 1540 N TREASURE DR (FOLIO NO. 23-3209-009-0770) TO ALLOW A POOL WITHIN THE REQUIRED REAR/EASEMENT AND SIDE SETBACKS, WHERE SECTION 8.17.M.2.B OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) REQUIRES A SETBACK OF AT LEAST 7.5 FEET FROM THE REAR EASEMENT AND 15 FEET FROM SIDE PROPERTY LINE; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE YOU MAY JOIN THE ZOOM MEETING AT: **MEETING ID:** 891 2658 3746
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

Notice of Public Hearing - Regular Commission Meeting

North Bay Village | Publish Date: Sep 2, 2025

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON SEPTEMBER 16, 2025 AT 6:30 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

ITEM NO. 12.B

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: September 16, 2025

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

FROM: Silvia Vargas, Village Planner

SPONSORED BY:

SUBJECT: **AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE ZONING OF CERTAIN PARCELS LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209- 001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030), FROM RM-70 HIGH DENSITY MULTIPLE FAMILY RESIDENTIAL DISTRICT TO "8000 EAST SPECIAL AREA PLAN"; AMENDING THE UNIFIED LAND DEVELOPMENT CODE TO CREATE "APPENDIX D, 8000 EAST SPECIAL AREA PLAN" TO PROVIDE SPECIFIC ZONING REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLANSON**

RECOMMENDATION

It is recommended that the proposed ordinance be approved on 2nd reading as presented.

BACKGROUND AND ANALYSIS

On July 15nd, 2025, the Commission voted to approve the ordinance on 1st reading. The SAP ordinance must be reviewed and adopted prior to the approval of the companion site plan and associated Development Agreement.

See the attached staff report and supporting documentation.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None N/A

PERSONNEL IMPACT

None

ATTACHMENTS

Staff Report_8000 East Drive Special Area Plan 2025-02 (VC 20250916).pdf
Attachment 1_Survey and Plat.pdf
Attachment 2 â€“ LOI and Appendix D - 8000 East Drive.pdf
Attachment 3 â€“ Proposed Zoning Map change - 8000 East Drive.pdf
Attachment 4_Site Plan
Attachment 5 - Summary of Community Meeting for 8000 East Drive.pdf
Attachment 6 - Ordinance 8000_East_SAP_- SR.docx
07-15-2025-Notice of PH - MDC Legal-Ads.7-2-25.pdf
SAP - 7946-8000 E Drive - Mailers 6.20.25.pdf
Notice of PH-Postings onsite 8000 SAP 06.20.25.pdf
Notice of Public Hearing - MDC -legal ads.pdf
Mailers - Posting.pdf

MEMORANDUM
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Tel: (305) 756-7171
Fax: (305) 756-7722
Website: www.northbayvillage-fl.gov

Date: **September 16, 2025**

To: **Village Commission**

From: **Silvia E. Vargas, FAICP, via Village Manager Frank Rollason**

Subject: **8000 East Drive Special Area Plan (SAP)**

1. General Information

Owner/Applicant:	Harbor Island Development Company, LLC
Site Address:	8000 and 7946 East Drive
Site Acreage	179,536 square feet (approx. 4.122 acres)
Folio Number	23-3209-001-0020 f/k/a 23-3209-001-0024 and 23-3209-001-0030

2. Legal Description of Subject Property

PARCEL 1:

TRACT B, LESS THE SOUTH 160.00 FEET THEREOF, HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44 AT PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

THE WEST 40.00 FEET OF THE EAST 1/2 OF THE SOUTH 160.0 FEET OF TRACT "B", HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44 AT PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL 2:

LOT 63, AND THE SOUTH 160 FEET OF THE WEST 1/2 OF TRACT B OF HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44 AT PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Note. Refer to Attachment 1 for Survey.

3. Property Future Land Use Map and Zoning Designations

Future Land Use	High Density Multi-family Residential
Zoning District	RM-70 - Multiple Family Residential
Existing Land Use	Multiple Family Residential

4. Adjacent Land Use Map Classifications and Zoning District

North	Future Land Use	Water
	Zoning District	Water
	Existing Land Use	Water
East	Future Land Use	Water
	Zoning District	Water
	Existing Land Use	Water
South	Future Land Use	High Density Multi-family Residential
	Zoning District	RM-70 - Multiple Family Residential
	Existing Land Use	Multiple Family Residential
West	Future Land Use	Water
	Zoning District	Water
	Existing Land Use	Water

5. Description of Applicant's Request

The Applicant, Harbor Island Development Company, LLC, requests approval of a **Special Area Plan (SAP)** and related rezoning pursuant to Section 4.19 of the Unified Land Development Code (ULDC), as amended by Ordinance 2025-003. The subject site consists of two parcels located at 8000 and 7946 East Drive on Harbor Island, with a total area of approximately 4.12 acres (179,536 square feet). The Applicant seeks the creation of the 8000 East Special Area Plan, adding SAP-specific regulations to the ULDC via Appendix "D," and rezoning of the parcels to 8000 East SAP The properties are currently zoned RM-70. SAPs are approved by the process of rezoning, with or without zoning text changes, following review by the Planning and Zoning Board and Village Commission with the site plan approval process.

While a stand-alone Site Plan Approval application was submitted to the Village in October 2024, the applicant applied for an SAP (in conjunction with revisions to the original Site Plan), on April 30, 2025, following the Village Commission's adoption of an amendment to the SAP regulations. The combined parcels meet and exceed the minimum land area threshold to qualify for review as an SAP, and meet the other criteria established in the ordinance.

Approval of the SAP will allow the Applicant to apply development standards that deviate from the base zoning. The most prominent change proposed is ow the reallocation of building height within the SAP site, enabling a proposed building height which is not otherwise achievable through the application of existing bonuses alone. The SAP also facilitates a comprehensive approach to site planning, design integration, and the provision of public benefits.

The Site Plan Application has been advancing in parallel to the SAP application: On July 2, 2025, the PZB reviewed both the SAP and Site Plan Approval applications and voted to forward both to the Village Commission with recommendations consistent with the DRC's findings. The Village Commission approved the SAP ordinance and rezoning request on first reading on July 15, 2025. Although the Site Plan Approval application was not part of the July 15th agenda, the Commission discussed site plan issues extensively and made several recommendations/requests for changes, additions, etc.

According to the application materials and revised architectural plans related to the site plan application, dated July 28, 2025, the proposed development includes:

- Two multifamily residential towers, each approximately 43 stories and ±500 feet in height.
- A five-level structured parking garage providing 798 spaces, including electric vehicle stations and valet accommodation.
- A total of 364 residential units, with unit layouts to be finalized at a later stage.
- A marina component with 38 boat slips, with a dockmaster office and landward storage.
- A ±9,000-square-foot civic space.
- Pedestrian improvements and east-west site connectivity, including the extension of the Village's Island Walk along the bayfront.

The site plan application includes the utilization of TDRs purchased by the Applicant pursuant to Ordinance 2024-006. The transfer of these rights would raise the base density by approximately 23%, which is below the maximum 30% allowed by Sec. 8.13 for receiving sites.

The proposed building height, at 43 stories and 500 feet, exceeds the current height limit of 312 feet achievable in the RM-70 zoning district (with TDRs), relying on the height allocation flexibility made available through the SAP process.

The proposed development program is in line with the high-density multifamily residential character of the RM-70 zoning district. The proposed design prioritizes verticality, bayfront views, and integration with the surrounding context through public access improvements, waterfront activation, and urban design enhancements. The SAP application supports a coordinated approach to massing, access, and amenities.

This staff report summarizes the SAP proposal, evaluates compliance with the ULDC and the NBV100 Comprehensive Plan, and provides a recommendation for consideration by the Village Commission.

6. Compliance with Sections 4.2 of Chapter 4, "Administration and Enforcement," and Section 15.2.G. of Chapter 15, "Form-Based Code"

The Application complies with the requirements of Section 4.2, *General Petition Procedure*, of Chapter 4 of the Unified Land Development Code (ULDC) by submitting applications requesting the following actions:

a) Create the 8000 East Special Area Plan zoning district via a text amendment to the ULDC.
b) Rezone the subject property to Special Area Plan (SAP).
c) Approve the conceptual site plan.

The SAP proposal satisfies the procedural and substantive elements of Section 4.19 (as amended), as follows:

1. **Eligibility Criteria:** The subject site comprises 4.12 contiguous acres, significantly exceeding the 2-acre minimum threshold required for SAP consideration.

2. **Proposed Code Amendments:** The standards that deviate from the requirements of the ULDC have been submitted as Appendix D. All regulations of the ULDC that are not otherwise addressed by the SAP apply.

3. **Concurrent Site Plan:** A conceptual site plan, inclusive of development program, open space network, circulation, view corridors, open space, dedications to the public, landscape plan, and public access improvements, has been submitted for review.

4. **Public Realm and Public Benefit:** The SAP allocates approximately 5% (approximately 9,000 sf) of the aggregated site area to civic space (a public park). The developer and successor maintenance organization are responsible for ongoing maintenance of the civic space. The SAP also proposes enhanced public realm features, including the development of the Island Walk and publicly accessible waterfront improvements.

5. **Development Agreement:** The implementation of the SAP must be governed by a recorded development agreement, which will memorialize permitted uses, development standards, public benefit contributions, and phasing commitments. The DA will be approved by the Village Commission at the same meeting where 2nd reading of the SAP ordinance occurs.

6. **SAP Permit:** Unless a building is specifically approved as part of the Special Area Plan, any building shall require a Special Area Plan Permit.

7. **Height Flexibility and Contextual Integration:** The proposed SAP seeks flexible height allocation under the new SAP provisions. The development has been designed to provide appropriate transitions and view corridors, with reduced impact to surrounding properties.

Sec. 4.19.C requires that applicants seeking SAP approval host at least one (1) community meeting to explain the development proposal and application, inform attendees about the application review process, respond to questions and concerns raised about the application, and propose ways to resolve conflicts and concerns. The Applicant held a community meeting on June

6, 2025, and provided a post-meeting summary as required by Sec. 4.19.C. The summary is attached to this report.

8. Consistency with NBV100 Comprehensive Plan and NBV100 Master Plan

The proposed SAP has been reviewed for consistency with the Goals, Objectives, and Policies (GOPs) of the Comprehensive Plan. The SAP is consistent with the GOPs cited below, and others; will not exceed the maximum density or intensity permitted through the combination of the RM-70 zoning regulations and the Village's Transfer of Development Rights (TDR) program; and will support the land use, development, and community character vision of North Bay Village as expressed in the GOPs. The rezoning of the subject property to a Special Area Plan (SAP) District are consistent with Objective 2.1 and Policy 2.1.1.

North Bay Village Comprehensive Plan – Future Land Use Element

GOAL: Secure the maximum physical, economic, and social welfare for the Village and its residents through the thoughtful use and development of land, buildings, streets, and public facilities, while maintaining its existing character as an attractive waterfront residential environment.

Objective 2.1: Manage future growth and development by implementing and enforcing all existing plans and regulations and by preparing and adopting new regulations as needed.

Policy 2.1.1: Periodically review the Village's current balance of land uses and revise the Village's Comprehensive Plan and Land Development Regulations, as necessary.

Policy 2.1.2: Adopt the following Future Land Use categories consistent with the Future Land Use Map and further defined in Land Development Regulations:

The subject property is located within the **RM-70 High Density Multiple Family Residential District**, which is intended to promote the efficient use of land and the development of pedestrian-friendly, sustainable, and resilient high-density multifamily residential areas. The RM-70 zoning district allows a base density of 70 dwelling units per acre. Properties utilizing the Village's Transfer of Development Rights (TDR) program, pursuant to Section 8.13 of the ULDC, may increase density by up to 30 percent, subject to receiving available TDRs and satisfying applicable standards. The Applicant's proposal for utilization of TDRs increases the base density by approximately 23 percent.

The SAP proposes a multifamily development with 364 residential units distributed between two towers, in addition to a mix of civic, retail, and marina-related uses. The SAP does not exceed the maximum density allowed with TDRs and is consistent with the applicable regulations of the ULDC, including but not limited to Sections 8.10, 8.12, 8.13, 8.16, and 8.17.

The SAP is compatible with and supports other objectives and policies in the Future Land Use Element and aligns with the vision for the **RM-70 High Density Multiple Family Residential District** embraced in the NBV100 Master Plan, as described further below.

Objective 2.2: Develop a program and policies to promote the Village's character as an attractive waterfront community and direct future development and redevelopment to be

consistent with the desired community character and goals, objectives, and policies within the Plan.

Policy 2.2.5: The Village shall continue to encourage all future land use development and redevelopment to emphasize aesthetic quality and overall acceptability to residents.

Policy 2.2.9: The Village shall continue to seek opportunities to create a community gathering place for recreational, cultural, and art activities.

Objective 2.3: Require future development and redevelopment to be consistent with that indicated in the Future Land Use Element and with any adopted redevelopment plan.

Objective 2.4: In accordance with the vision of the NBV100 Master Plan, the Village shall encourage innovative development and redevelopment in high-density residential districts while adjusting regulatory metrics in favor of good street frontages, an inviting public realm, better connections to the water (where applicable), a wider range of building types, a more varied skyline, and better architecture, consistent with the goals of the NBV100 Master Plan.

Policy 2.4.1: The Village shall rely primarily on the application of regulatory metrics such as setbacks, stepbacks, and building heights that align with the goals of the NBV100 Master Plan to define the envelope of buildings in high-density residential areas.

NBV100 Master Plan – Pillars and Goals

The goal of NBV100 is to equip North Bay Village with the tools necessary to become a more complete, sustainable, and economically successful community that can adapt to the challenges of a changing climate. The NBV100 vision is framed through three pillars and several related goals. The following assessment addresses each goal that relates to the proposed SAP.

Livability
The Livability principle focuses on the desire by the three-island community to have a stronger sense of place to reflect the existing civic pride, create a more people-centered public realm, and leverage the value of NBV's privileged but underutilized bay frontage. Key goals in making NBV a more livable home to its residents involve greater walkability; more public access to the waterfront; additional gathering spaces and services; and projecting a renewed and art-infused village image to the world.

(1) Prioritize people over cars.
(2) Embrace the waterfront.
(3) Improve the quality of life.
(4) Synergize public space to refresh NBV identity.

Staff Evaluation: The proposed development includes pedestrian connectivity improvements and the continuation of the Island Walk along the eastern waterfront. The project incorporates a ±9,000-square-foot civic space and provides east-west access across the site, as well as a 40-foot floating kayak/canoe launch dock, facilitating public engagement with the waterfront. The configuration of pedestrian elements, such as the flexible lawn and boardwalk, supports efforts to make the bayfront more people-centered and accessible to all residents.

Resiliency

To ensure long-term resiliency, the NBV100 Master Plan encourages strategies to mitigate flooding and sea-level rise, promote sustainable site design, and protect natural resources along the waterfront.

(1) Created in water.
(2) Protected from water.
(3) Thriving with water.

Staff Evaluation: The SAP exceeds the required minimum of 10% open space at ground level, with 24.1% of the site remaining as pervious surface. The development must comply with the Village's Green Building Program (ULDC Division 5) and achieve a minimum of 26 points for mixed-use developments at the time of building permit issuance. The project includes a Green Building scorecard that meets the minimum point threshold (30) required for multifamily residential properties developed pursuant to a transfer of development rights. The Applicant proposes to achieve National Green Building Standard (NGBS) Bronze Certification for 10 points. The site plan incorporates resilient infrastructure elements, including permeable paving and elevated construction, and will provide an updated green building scorecard at the time of permit application. The Island Walk extension and shoreline design will be reviewed for consistency with the Village's shoreline development criteria and Miami-Dade County standards.

Prosperity
The Prosperity pillar promotes land use patterns and investments that support economic development, expand the Village's tax base, and contribute to a business-friendly and community-oriented waterfront corridor.

(1) Capitalize on existing resources.
(2) Increase private property value.
(3) Optimize and manage parking.
(4) Incentivize flexibility and predictability.

Staff Evaluation: The SAP proposes to redevelop two underutilized parcels into a residential complex with ancillary marina, and publicly accessible civic open space. A five-level structured parking garage is integrated into the development and will be screened in accordance with ULDC design standards. The Applicant has submitted an economic impact study prepared by Florida Economic Advisors (March 2025), which estimates ad valorem revenues to North Bay Village of $110.6 million resulting from the development over a 20-year period, as well as $105.1 million in 20-year tax increment revenue; $105.2 million in 20-year positive net fiscal impact; and $1.54 million in development impact fees to North Bay Village. The redevelopment will contribute to the revitalization of the corridor; increase taxable value and revenues to Village coffers; promote job creation; support local businesses; and activate the waterfront with new public amenities.

8. Rezoning Request

The request to rezone the subject property from RM-70 High Density Multiple Family Residential District to a Special Area Plan (SAP) District meets the criteria of Section 4.17.B of the Unified Land Development Code (ULDC) and does not constitute spot zoning as defined in Section

4.17.A.

The proposed text changes contained in **Appendix D** include alternative development standards that would apply solely to the 8000 East Drive SAP. These standards are tailored to the site's location, layout, and program and are intended to implement a unified master plan consistent with the goals of the NBV100 Comprehensive Plan and ULDC Section 8.17. The modifications establish the governing regulations for the property in place of the underlying RM-70 zoning. While many standards reflect or build upon the RM-70 baseline, the SAP provides a site-specific regulatory framework to address elements such as height, open space, parking, and the waterfront interface. Key elements of the proposed Appendix D are summarized below. (Additional analysis is provided in the Site Plan Review section, pursuant to Section 5.8.(B)(9)(c) of the ULDC.)

Procedures:
The SAP establishes a new regulatory overlay specific to the 8000 East Drive site. Once approved, Appendix D will serve as the zoning regulations for the property. Future development and permitting must be consistent with the SAP Site Plan, ULDC requirements as modified by Appendix D, and any associated development agreement. Amendments to the SAP will be subject to the procedures outlined in Section 8.17 and require Village Commission approval.

Density and Intensity:
The site is governed by the density provisions of the RM-70 zoning district, which establishes a base density of 70 dwelling units per acre. The Applicant proposes utilizing previously purchased Transfer of Development Rights (TDRs) to increase density by approximately 23 percent above the base, consistent with the maximum permitted by the ULDC and Comprehensive Plan. The resulting development includes **364 residential units**.

Height:
The RM-70 zoning district permits a base building height of 150 feet from Base Flood Elevation (BFE) and offers a height bonus of up to 90 additional feet in exchange for community contribution fees. In addition, properties that transfer density rights are allowed to exceed the maximum height (including bonuses) by no more than 30 percent. To exceed these limits through the reallocation of height within the site, the Applicant is proposing a Special Area Plan (SAP) pursuant to Section 8.12 of the ULDC. The SAP includes a specific development provision establishing a maximum building height of 43 stories and 500 feet to the top of the roof, plus 25 feet for rooftop mechanical equipment. This height would be authorized through the proposed SAP text and would govern the development upon adoption.

Parking and Loading:
The applicant proposes establishing a project-specific parking requirement through the SAP, setting a minimum of two (2) parking spaces per residential unit. Based on a total of 364 units, this results in a minimum requirement of 728 parking spaces. The applicant further proposes an additional 10% for guest parking, bringing the total to 798 spaces.

Island Walk:
The SAP includes a publicly accessible **Island Walk extension** along the waterfront edge of the site, consistent with **Section 8.17.O** of the ULDC. A public access easement shall be dedicated, and the public access walkway shall meet minimum dimensional and design standards, including width, surface material, landscaping, lighting, and furnishings. The SAP preserves the

required view corridor and integrates public access along the bayfront. This waterfront development is subject to approval by the Miami-Dade County Shoreline Development Review Committee.

Civic Space:
The SAP includes over **9,000 square feet of civic space**, meeting the Village's minimum requirement of 5% of the total aggregated lot area. Civic space is located along the View Corridor, adjoining the Island Walk and publicly accessible areas and will include seating, shade, public art, and other community-oriented amenities. The definition and treatment of civic space is consistent with Section 8.17 and is governed by the standards in Appendix C.

9. Findings

The proposed **8000 East Drive Special Area Plan (SAP)** is consistent with the redevelopment goals of the **North Bay Village Comprehensive Plan**, the pillars of the **NBV100 Master Plan**, and the vision for a resilient, pedestrian-oriented, high-density residential district along the Village's waterfront. The project includes a unified master plan for the redevelopment of two underutilized parcels with two residential towers, civic space, marina access, an Island Walk, and a structured parking garage.

The most significant departure from the underlying RM-70 zoning is the proposed **building height**, which exceeds the 150-foot base maximum, but would be allowable through the SAP process and is arranged to preserve public access, view corridors, and waterfront open space.

The SAP complies with the conditions for approval for a zoning map amendment and zoning code text amendment pursuant to **Section 4.17 of the Unified Land Development Code**.

10. Recommendation

Staff find that the proposed Special Area Plan (SAP) complies with the applicable criteria set forth in Section 4.19 of the ULDC, as amended by Ordinance 2025-003. The 8000 East SAP establishes a unified development framework for the subject site and provides alternative development standards to enable increased height, customized parking ratios, and coordinated site planning consistent with the Village's vision.

The SAP demonstrates consistency with the NBV100 Comprehensive Plan and supports the Village's planning objectives by facilitating public realm improvements, enhancing connectivity, and concentrating residential density in proximity to the waterfront.

On July 2, 2025, the Planning and Zoning Board voted to forward to the Commission a recommendation of approval of the SAP, as presented by Staff. The Commission, on July 15, 2025, voted to approve the proposed ordinance establishing the 8000 East SAP and rezoning the property to this zoning category.

Staff recommend **approval** of the proposed Special Area Plan on 2nd reading, subject to satisfaction the following condition:

1. Unity of Title or Covenant in Lieu of Unity of Title shall be required to be recorded to unify the two sites prior to the issuance of a building permit for vertical construction.

11. List of Attachments to Staff Report

1. Survey and Plat
2. Letter of Intent and Appendix D to Chapter 15, 8000 East SAP'
3. Proposed Zoning Map Change
4. Site Plan
5. Summary of Community Meeting
6. Ordinance Rezoning to 8000 East Special Area Plan and Amending ULDC

GENERAL LEGEND:

- AERIAL TARGET
- ALUMINUM LIGHT POST
- ALUMINUM LIGHT POST (SINGLE)
- ALUMINUM LIGHT POST (DOUBLE)
- ALUMINUM LIGHT POST (TRIPLE)
- ALUMINUM LIGHT POST (QUAD)
- ANCHOR/GUY WIRE
- BACKFLOW PREVENTER ASSEMBLY
- CATV CABLE TELEVISION BOX
- CB CATCH BASIN
- CB CATCH BASIN F-3
- CENTERLINE
- CHECK VALVE ASSEMBLY
- COLUMN (CIRCULAR)
- COLUMN (SQUARE)
- CONCRETE LIGHT POLE
- CONCRETE LIGHT POLE (DOUBLE)
- CPP CONCRETE POWER POLE
- CONTROL POINT
- CPB COMMUNICATION PULL BOX
- CI or IN CURB INLET
- DOUBLE DETECTOR CHECK VALVE
- DRAIN (CIRCULAR OR SQUARE)
- EB ELECTRIC BOX (ABOVE GROUND)
- EPB ELECTRIC PULL BOX (BELOW GROUND)
- ELECTRIC HAND HOLE
- EO ELECTRIC OUTLET
- 9.87 ELEVATIONS (SEE NOTES FOR DATUM)
- FIRE HYDRANT
- FIRE LINE SIAMESE CONNECTION
- FIRE LINE CONNECTION
- FLAGPOLE
- FLOW LINE
- FORCE MAIN MANHOLE
- FORCE MAIN VALVE
- F.P.L. ELECTRIC MANHOLE
- F.P.L. FIBER NETWORK
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- GAS MANHOLE
- GM GAS METER
- GP GAS PUMP
- GAS VALVE
- GREASE TRAP MANHOLE
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- SANITARY SEWER CLEANOUT
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- SIGN POST
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- WV WATER VALVE
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- HANDICAP PARKING
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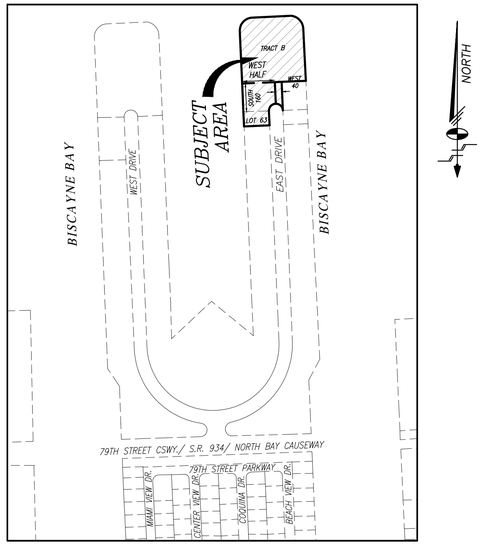


LOCATION SKETCH

Scale: 1"=400'

A PORTION OF SECTION 09-53S-42E, MIAMI-DADE COUNTY, FLORIDA.

LEGAL DESCRIPTION

PARCEL 1:

TRACT B, LESS THE SOUTH 160.00 FEET THEREOF, HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44 AT PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

THE WEST 40.00 FEET OF THE EAST 1/2 OF THE SOUTH 160.0 FEET OF TRACT "B", HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44 AT PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL 2:

LOT 63, AND THE SOUTH 160 FEET OF THE WEST 1/2 OF TRACT B OF HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44 AT PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON RELATE TO AN ASSUMED BEARING OF N00°00'00"E ALONG THE CENTERLINE OF EAST DRIVE.
2. LEGAL DESCRIPTION SHOWN HEREON WAS PROVIDED BY CLIENT.
3. AREA OF THE PROPERTY DESCRIBED HEREON IS: **±179,536** SQUARE FEET (**±4.121** ACRES)
4. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
5. UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTINGS AND/OR FOUNDATIONS.
6. THE PROPERTY SHOWN HEREON FALLS WITHIN FEDERAL FLOOD HAZARD ZONE "AE" (ELEVATION 8, 9 AND 10), PER FLOOD INSURANCE RATE MAP NO. 12086C0306L, COMMUNITY NO. 120654, PANEL NO. 0306, SUFFIX L, OF FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A) MAP DATED SEPTEMBER 11, 2009.
7. VISIBLE INDICATORS OF UTILITIES ARE SHOWN HEREON, TOGETHER WITH UNDERGROUND STORM AND SANITARY GRAVITY MAINS, HOWEVER, NO ATTEMPT HAS BEEN MADE TO LOCATE UNDERGROUND PRESSURE MAIN, CABLES OR CONDUITS.
8. THE DISTANCES SHOWN ALONG THE BOUNDARY OF THE SUBJECT PROPERTY ARE RECORD AND/OR MEASURED UNLESS OTHERWISE STATED.
9. THE ELEVATIONS SHOWN HEREON REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. 29) AND ARE EXPRESSED IN FEET.
10. BENCHMARKS:
    a. MIAMI-DADE BENCHMARK P-313, LOCATED @ N TREASURE DRIVE --- 50' NORTH OF NORTH CURB --- HISPANOLA AVE --- 3' EAST OF EAST CURB OF SOUTHBOND LANE, US C & G BRASS DISC IN TOP OF NW CORNER OF SEWER PUMPING STATION, ELEVATION =5.27' N.G.V.D 29.
    b. MIAMI-DADE BENCHMARK A-26, LOCATED @ 79 ST CSWY --- 43' NORTH OF C/L--- PELICAN HARBOR DR --- 210' EAST OF C/L, PK NAIL AND ALUMINUM WASHER IN CONC CATCH BASIN, ELEVATION =6.19' N.G.V.D 29.
12. THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED RM-70 (MULTI FAMILY RESIDENTIAL) (CITY OF NORTH BAY VILLAGE ZONING MAP-UPDATED NOVEMBER 29, 2017)
13. SUBJECT PROPERTY IS MIAMI-DADE PROPERTY APPRAISER NUMBERS:
    FOLIO: 23-3209-021-0001
    FOLIO: 23-3209-001-0021
    FOLIO: 23-3209-030-0001

CERTIFIED TO:

- TREASURE ISLAND DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY
- NBV MAJESTIC ISLES, LLC, A DELAWARE LIMITED LIABILITY COMPANY
- CITY NATIONAL BANK OF FLORIDA, ITS SUCCESSORS AND/OR ASSIGNS AS THEIR INTERESTS MAY APPEAR
- CHICAGO TITLE INSURANCE COMPANY
- GREENBERG TRAURIG, P.A.

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS MAP AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS. THIS **BOUNDARY** SURVEY COMPLIES WITH THE STANDARDS OF PRACTICE REQUIREMENTS ADOPTED BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

Schwebke-Shiskin & Associates, Inc.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

MARK STEVEN JOHNSON LICENSED No. 4775 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

BY: Mark Steven Johnson

MARK STEVEN JOHNSON, PRINCIPAL
PROFESSIONAL LAND SURVEYOR No. 4775
STATE OF FLORIDA.

NOTES REGARDING SCHEDULE B OF TITLE COMMITMENT NO. 12252138 ISSUED BY CHICAGO TITLE INSURANCE COMPANY, WITH A COMMITMENT DATE OF 01/28/2025 AT 11:00 P.M.

6. DEDICATIONS, RESERVATIONS AND OTHER MATTERS SET-FORTH AND CONTAINED ON THE PLAT OF HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 72, OF MIAMI-DADE COUNTRY, FLORIDA. (AS TO PARCELS 1 AND 2) **(AFFECTS PARCEL – SHOWN HEREON)**
7. RESERVATIONS FOR PHOSPHATE, MINERALS, METALS, AND PETROLEUM IN FAVOR OF THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, AS CONTAINED IN THAT DEED RECORDED JULY 17, 1926 IN DEED BOOK 983 PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. NOTE: THE RIGHT OF ENTRY HAS BEEN RELEASED PURSUANT TO FLORIDA STATUTE SECTION 270.11. (AS TO PARCELS 1 AND 2) **(RESERVES MINERAL RIGHTS ACROSS THE PARCELS, AS A WHOLE, BLANKET IN NATURE)**
8. COVENANTS, CONDITIONS AND RESTRICTIONS SET-FORTH AND CONTAINED IN THAT COVENANT RUNNING WITH THE LAND IN FAVOR OF MIAMI-DADE COUNTY RECORDED IN OFFICIAL RECORDS BOOK 19559, PAGE 3567. (AS TO PARCEL 1) **(AFFECTS PARCEL-BLANKET IN NATURE-NOT PLOTTABLE)**
9. RESOLUTION NO. 2010-12 BY THE HISTORIC PRESERVATION BOARD OF MIAMI-DADE COUNTY RECORDED IN OFFICIAL RECORDS BOOK 27634, PAGE 861. (AS TO PARCEL 2) **(AFFECTS PARCEL-BLANKET IN NATURE-NOT PLOTTABLE)**
10. AGREEMENT AND DEED FOR TRANSFER OF DEVELOPMENT RIGHTS RECORDED JANUARY 22, 2025, IN OFFICIAL RECORDS BOOK 34585, PAGE 3761, AND DECLARATION REGARDING TRANSFER OF DEVELOPMENT RIGHTS RECORDED JANUARY 22, 2025, IN OFFICIAL RECORDS BOOK 34585, PAGE 3767. (AS TO PARCEL 1) **(AFFECTS PARCEL-BLANKET IN NATURE-NOT PLOTTABLE)**

ELEVATIONS SHOWN HEREON RELATE TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D.29) AND ARE EXPRESSED IN FEET.

Schwebke-Shiskin & Associates, Inc.
LAND PLANNERS ENGINEERS LAND SURVEYORS
3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 TEL: (954) 435-7010 FAX: (954) 438-3288
CERTIFICATE OF AUTHORIZATION No. LB-87

NOTE: This sketch is not valid unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper.

This is a "Boundary Survey."

Drawn By: A.H. | Survey Date: 12-11-2023 | Checked By: M.S.J. | Date: 12-13-2023
Order No. 217317 | F.B. No.: 2248 Pg.35 | Scale: AS SHOWN | Sheet 1 of 2 Sheet(s)

FILE No. AJ-6315 ALTA

ALTA/NSPS LAND TITLE SURVEY

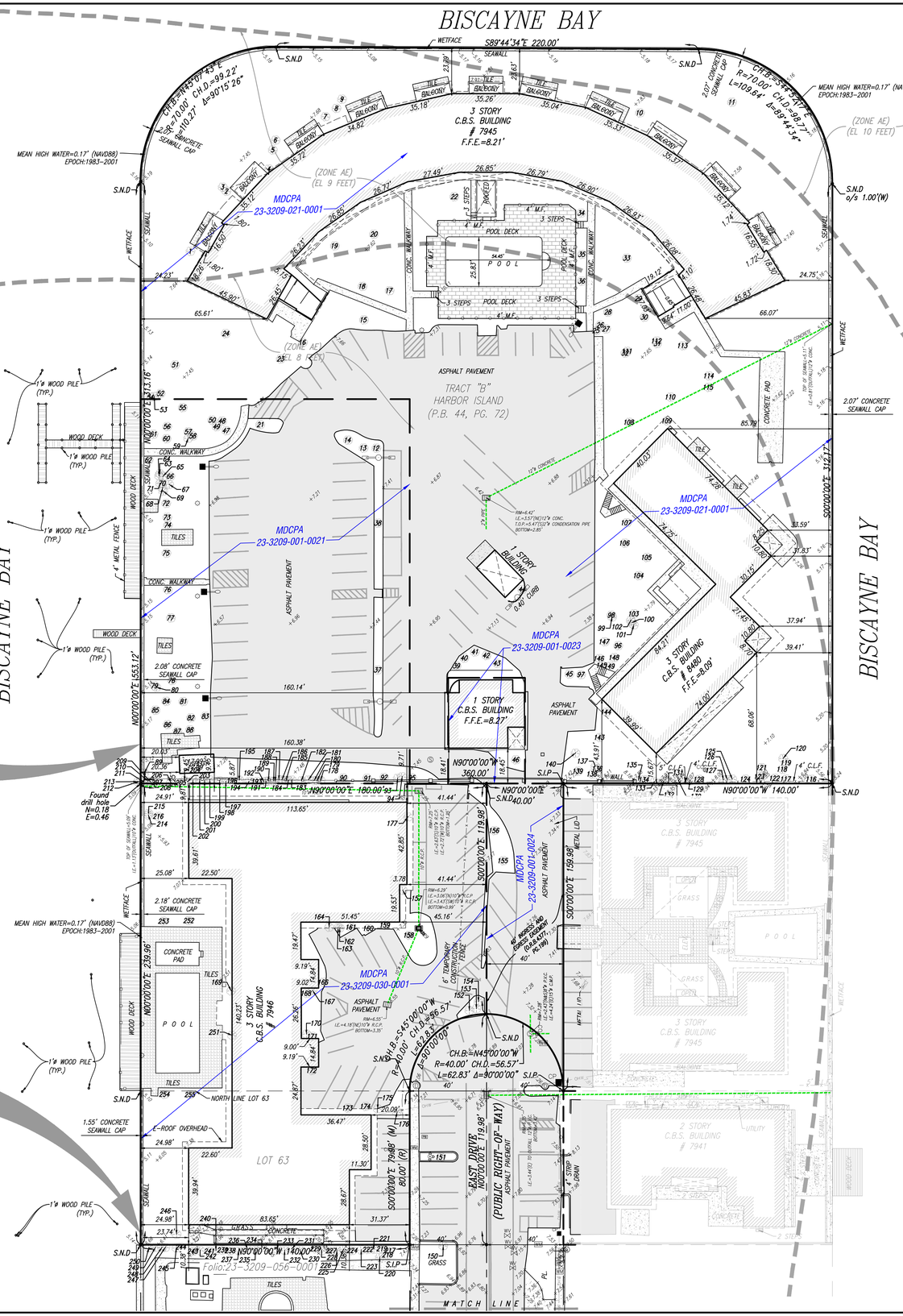
Section 09, Township 53 South, Range 42 East, Miami-Dade County, Florida.

REVISIONS			
Date	Order No.	Field Book	Remarks
ADD. TO SURV.	218535	2248/23	ADDITIONAL INFO.
ADD. TO SURV.	218941	2248/53	ADDITIONAL INFO.
ADD. TO SURV.	219341	2248/53	UPDATE ALTA SURVEY

By: L.F.G. M.S.J. C.S.F.

X:\2025\AJ HARBOR ISLAND\SURVEY\DWG\BOUNDARY SEA CLUB AND MAJESTIC ISLES ALTA SURVEY 02-14-2025.DWG

BISCAYNE BAY



GENERAL LEGEND:

- AERIAL TARGET
- ALUMINUM LIGHT POST
- ALUMINUM LIGHT POST (SINGLE)
- ALUMINUM LIGHT POST (DOUBLE)
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- ALUMINUM LIGHT POST (QUAD)
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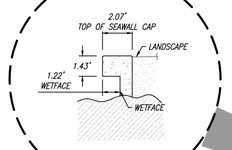
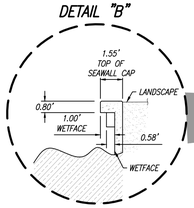
DETAIL "A"



DETAIL "B"



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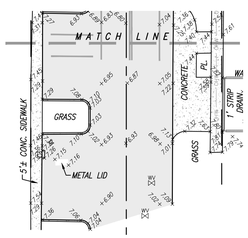

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CERTIFICATE OF AUTHORIZATION No. LB-87

Drawn By: A.H. | Survey Date: 12-11-2023 | Checked By: M.S.J. | Date: 12-13-2023
Order No.: 217317 | F.B. No.: 2248 Pg.35 | Scale: AS SHOWN | Sheet 2 of 2 Sheet(s)
File No.: AJ-6315 ALTA

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ALTA/NSPS LAND TITLE SURVEY

Section 09, Township 53 South, Range 42 East, Miami-Dade County, Florida.

REVISIONS					
Date	Order No.	Field Book	Remarks:	By:	
09-11-2023	218535	2248/91	ADDITIONAL BLDG.	LLC	
09-14-2023	218535	2248/91	ADDITIONAL BLDG. AND	LLC	
09-14-2023	218343	2248/59	UPDATE ALTA SURVEY	CSC	

K:\2023\AJ\HARBOR ISLAND\SURVEY\DWG\BISCAYNE 304 CLUB AND MAJESTIC ISLES ALTA SURVEY 09-14-2023.DWG

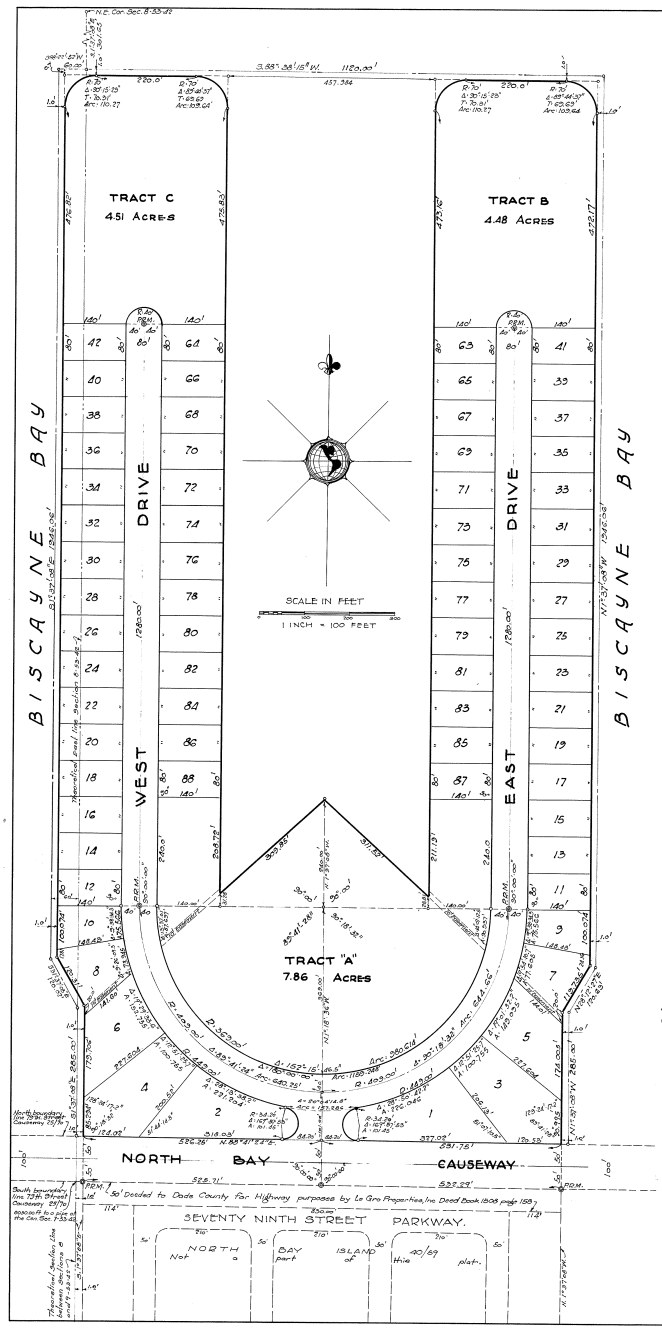
FILE NO. AJ-6315 ALTA

HARBOR ISLAND

44-72

A SUBDIVISION IN SECTIONS 8 & 9, TWP 53 S., RGE 42 E., DADE COUNTY, FLORIDA.

MIAMI, FLORIDA. IN VILLAGE OF NORTH BAY ISLAND M. B. GARRIS CIVIL & CONSULTING ENGINEER. DECEMBER 1945.



KNOW ALL MEN BY THESE PRESENTS:- That Sea Bay Corporation, East Corporation, West Corporation and The Dover Corporation, all corporations organized and existing under and by Virtue of the laws of the State of Florida, have caused to be made the attached plat of "HARBOR ISLAND", a subdivision of the following described property, situate, lying and being in Dade County, Florida, to-wit:-

In locating a point of beginning, begin at the Northeast corner of Section 8, Township 53 South, Range 42 East; run South 1 degree, 37 minutes, 08 seconds East along the Section line between Sections 8 and 9, a distance of 301.65 feet to said point of beginning; thence run South 88 degrees 22 minutes, 52 seconds West, a distance of 60 feet; thence run South 1 degree, 37 minutes, 08 seconds East, parallel to the East line of said Section 8, a distance of 1316.06 feet; thence run South 31 degrees, 37 minutes, 08 seconds East, a distance of 120.02 feet, to a point on the East line of said Section 8, which point is 2351.65 feet distant, from the Northeast corner of said Section 8; thence run South 1 degree, 37 minutes, 08 seconds East, along the section line between Sections 8 and 9, a distance of 355 feet to the Northerly boundary line of the right of way of the Northeast Seventy-Ninth Street Causeway as shown on plat recorded in Plat Book 25, page 70 of the Public Records of Dade County, Florida; thence run North 88 degrees 41 minutes, 24 seconds East, along the North boundary of said right-of-way, a distance of 1060 feet; thence run North 1 degree, 37 minutes 08 seconds West, a distance of 1295 feet; thence run North 28 degrees, 23 minutes, 27 seconds West, a distance of 1202.53 feet; thence run North 1 degree, 37 minutes, 08 seconds West, a distance of 1346.06 feet; thence run in a straight line, in a Westerly direction to the point of beginning.

Containing 63 acres, more or less, all being lying and being in Sections 8 and 9, Township 53 South, Range 42 East, Dade County, State of Florida.

The official zoning regulations now in effect, or as the same may be from time to time changed or amended, applicable to the area constituting this subdivision, will be observed.

The Drives as shown on the attached plat, together with all existing and future planting, trees and shrubbery thereon, are hereby dedicated to the perpetual use of the public for proper purposes, reserving to the Sea Bay Corporation, its successors or assigns, the reversion or reversions thereof, wherever discontinued by law.

IN WITNESS WHEREOF, the Sea-Bay Corporation, East Corp., West Corp. and The Dover Corp. have caused these presents to be signed in their corporate names by their respective presidents and their respective corporate seals to be hereunto affixed and attested by their respective secretaries this 3 day of DEC. A.D. 1945

Witnesses:

SEA-BAY CORPORATION
By Joel Hurt President. Attest Virginia L. Hurt Secretary

EAST CORP.
By Joel Hurt President. Attest Edith McCracken Secretary

WEST CORP.
By Joel Hurt President. Attest Edith McCracken Secretary

THE DOVER CORP.
By Kenneth F. Nash President. Attest Geraldine L. Wright Secretary

STATE OF FLORIDA S.S.
COUNTY OF DADE:

Before me this day personally appeared Joel Hurt and Virginia L. Hurt, President and Secretary respectively of Sea-Bay Corporation, to me well known to be the persons described in and who executed the foregoing instrument, who upon being duly sworn acknowledged the execution thereof to be their free and voluntary act and deed as such officers of said corporation and for the purposes therein mentioned and that they affixed the official seal of said corporation by and with the authority of the Board of Directors and that the same is the free act and deed of said corporation by and with the authority of the Board of Directors and that the same is the free act and deed of said corporation.

Witness my hand and seal at Village of North Bay Island, Florida, this 3rd day of December A.D. 1945.

Nancy Bryan Notary Public State of Florida. My Commission expires July 19, 1949

STATE OF FLORIDA S.S.
COUNTY OF DADE:

Before me this day personally appeared Joel Hurt and Edith Mc Cracken, President and Secretary respectively of East Corp. and West Corp., to me well known to be the persons described in and who executed the foregoing instrument and who upon being duly sworn acknowledged the executions thereof to be their free and voluntary act and deed as such officers of said corporations and for the purposes therein mentioned, and that they affixed the official seals of said corporations by and with the authority of the Boards of Directors and that the same is the free act and deed of said corporations.

Witness my hand and notarial seal at Village of North Bay Island, Florida, this 3rd day of December A.D. 1945.

Nancy Bryan Notary Public State of Florida. My Commission expires July 19, 1949

STATE OF MARYLAND S.S.
CITY OF BALTIMORE:

Before me this day personally appeared Kenneth F. Nash and Geraldine L. Wright, President and Secretary respectively of The Dover Corp., to me well known to be the persons described in and who executed the foregoing instrument, who upon being duly sworn acknowledged the execution thereof to be their free and voluntary act and deed as such officers of said corporation and for the purposes therein mentioned and that they affixed the official seal of said corporation by and with the authority of the Board of Directors and that the same is the free act and deed of said corporation.

Witness my hand and notarial seal at Baltimore, Maryland, this 13th day of December 1945 A.D. 194 .

Gladys V. Carey Notary Public State of Maryland. My commission expires May 5, 1947

This plat was approved by Ordinance No. 8 passed and adopted by the Village Council of the Village of North Bay Island, Florida, this 13th day of December A.D. 1945.

Attest:- L. R. Compton Deputy Village Clerk. Signed J. B. Pridmore Mayor.

Approved for record Gilbert Kelly County Engineer, Dade County, Florida.

This plat approved by resolution passed and adopted by the Board of County Commissioners of Dade County, Florida, this 22 day of January A.D. 1946 with the understanding that the streets are dedicated for public use but are not accepted as County Roads.

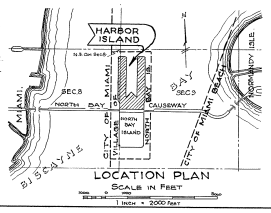
Attest:- E. B. Leatherman, Clerk of the Circuit Court
by H. B. Ewing Deputy Clerk. Signed A. H. Brandon Chairman of the Board.

I HEREBY CERTIFY that the attached plat of "HARBOR ISLAND" is a true and correct plat of such property as recently surveyed and platted under my direction. I Also Certify that permanent reference monuments were set the 17th day of November A.D. 1945 in accordance with the Section 7, Chapter 10275 (No. 253) Laws of the State of Florida.

W. B. Sparnon Registered Civil Engineer No. 321
" Land Surveyor No. 43
State of Florida.

Filed for record this 24 day of Jan A.D. 1946 at 2:48 P.M. in Book 44 of plats at page 72 of the Public Records of Dade County, Florida. This plat complies with the provisions of Chapter 10275 (No. 253) Laws of the State of Florida.

E. B. Leatherman, Clerk of the Circuit Court
by H. B. Ewing Deputy Clerk.



VIA ELECTRONIC SUBMISSION May 20, 2025

Ms. Silvia E. Vargas, FAICP, LEED AP
Village Planner
North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, Florida 33141

Re: Harbor Island/ 8000 East Drive/ SAP and Site Plan Application/ Amended Letter of Intent

Dear Ms. Vargas:

On behalf of Harbor Island Development Company, LLC, (the "Applicant"), the owner of the properties located at 8000 East Drive and 7946 East Drive in North Bay Village (the "Property"), we respectfully submit this Amended Letter of Intent in connection with the enclosed application for Special Area Plan ("SAP") Approval and Site Plan Approval.

The Property is further identified by two separate Miami-Dade Tax Folio Numbers: 23-3209-030-0001 and 23-3209-001-0020. The Property consists of approximately 180,000 square feet (4.12 acres)[1] and is located on the northernmost point of East Drive on Harbor Island.

Pursuant to the Village's Future Land Use Map ("FLUM"), the relevant portion of which is excerpted below in *Figure 1*, the Property is designated High Density Multi-Family Residential. Pursuant to the Village's Zoning Map, the relevant portion of which is excerpted below in *Figure 2*, the Property is zoned RM-70- Multiple Family Residential.

[1] Please note that, as indicated on the enclosed survey, the Property consists of a 40-foot wide "corridor" parcel which connects the former Biscayne Sea Club property to East Drive, and which is encumbered by an easement which grants access to and from the apartment building located at 7945 East Drive.

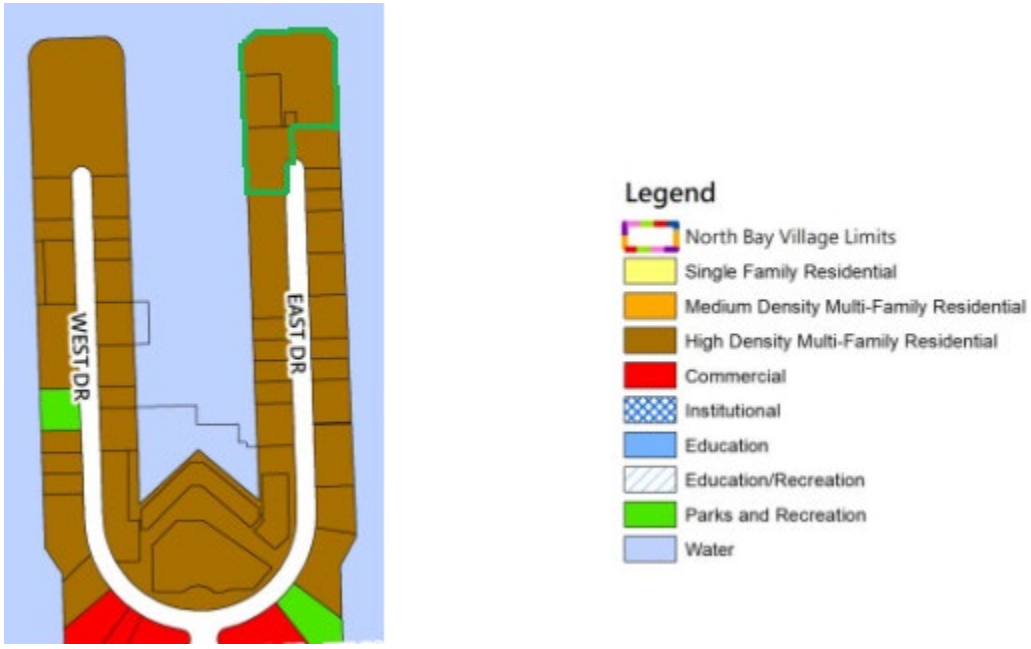


Figure 1



Figure 2

The Applicant is proposing a luxury multifamily condominium development with a total of 364 residential units ranging from one bedroom to four bedrooms along with numerous amenities (the "Project"). The Property will include an attached parking garage with a total of 798 parking spaces and a marina. The Project will extend the Village's Island Walk bayfront walkway along the waterfront perimeter of the Property, will provide access to the Island Walk from both the West and East sides of East Drive, and will include a 9,000 square foot waterfront public park/civic space at the Property's southwest corner. All of these improvements constitute a significant public benefit greatly enhancing public access to the waterfront and recreational opportunities.

The Applicant is seeking Site Plan Approval and approval of a SAP. The Project's proposed height is consistent with a recently proposed amendment to the ULDC which would allow the Village Commission to approve additional height in the RM-70 Zoning District pursuant to a SAP for projects of a certain size which utilize Transferable Development Rights ("TDRs") and that contribute a civic space in excess of the standard requirement and/or provide a monetary contribution for public facilities, infrastructure improvements, property acquisition, operational enhancements, and other public benefits. Aside from the Island Walk improvements and the new proposed public park/civic space which does exceed the minimum civic space required of a SAP, the Project is estimated to provide North Bay Village with $110.6 million of ad valorem tax revenue over 20 years. The Applicant has also already paid $10 million and purchased 76 TDR units from the Village to achieve its proposed density.

Site Plan Approval

Pursuant to Section 5.7(C)(1) of the Unified Land Development Code (the "Code"), Major developments within the Village require site plan approval. The Project complies with the standards and criteria set forth in Section 5.7(C)(5) of the Code as follows:

(1) Protects against and minimizes any undesirable effects upon contiguous and nearby property.

The Project is redeveloping a site where the existing buildings are uninhabited and in poor condition, with one building having already been declared unsafe, condemned, and evacuated. It will be a catalyst in revitalizing the area and has been designed to minimize its impact on nearby properties by providing an extension of the Village's Island Walk bayfront walkway surrounding the Property, a new waterfront public park/civic space and other landscaped buffers on the south side of the Project.

(2) Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.

The Project provides 798 parking spaces in an attached parking garage, which will comply with the Proposed "8000 East SAP" Code amendment.

(3) Provides sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.

The Project improves the appearance and character of the neighborhood by expanding the Village's Island Walk bayfront walkway and a new waterfront park which will provide public access to the waterfront. This new public area will include significant landscaping and will provide a buffer between the buildings and the waterfront as well as neighboring properties. Extensive landscaped areas are also provided throughout the rest of the Project.

(4) Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.

The Project can be accommodated by the Village's existing infrastructure as evidenced by the concurrency analysis and traffic analysis included with this submission.

SAP Approval

Pursuant to Section 4.19 of the Code, projects in the RM-70 Zoning District which are at least 1.75 acres in size, and which are utilizing TDRs, may apply for an SAP approval. The proposed Project and the development parameters set forth in the proposed "8000 East SAP" Zoning Code text amendment attached as **Exhibit A,** comply with the Code Requirements for a SAP. Specifically, the Applicant will construct the required civic space which will amount to over 5% of the Property and will provide considerable additional public benefit including:

a. Extension of the Island Walk around the tip of East Drive

The Project will extend the Village's Island Walk bayfront walkway along the waterfront perimeter of the Property and will be a significant public benefit greatly enhancing public access to the waterfront.

b. Protection against and minimizes any undesirable effects upon contiguous and nearby property

The Project is redeveloping a site where the existing buildings are uninhabited and in poor condition, with one building having already been declared unsafe and evacuated. It will be a catalyst in revitalizing the area and has been designed to minimize its impact on nearby properties by providing an extension of the Village's Island Walk bayfront walkway surrounding the Property and landscaped buffers on the south side of the Project.

c. Parking & Loading Facilities

The Project provides sufficient off-street parking and loading facilities so that it will reduce the demand for on-street parking in the vicinity. The Project provides 798 parking spaces in an attached parking garage and also provides the required loading spaces.

d. Architecture provides sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood

The Project improves the appearance and character of the neighborhood by expanding the Village's Island Walk bayfront walkway which will provide public access to the waterfront. This new public area will include significant landscaping and will provide a buffer between the buildings and the waterfront as well as neighboring properties. The project's unique architecture will create a new architectural landmark within the Village.

e. Traffic & Infrastructure Sufficiency

The Project can be accommodated by existing community roads, services, and utilities, with any necessary enhancements being provided by the Applicant. The Project can be accommodated by the Village's existing traffic infrastructure per the submitted traffic concurrency analysis.

f. Shadow Study

The Project's shadow study found that the neighboring properties were not affected by the proposed new buildings.

g. Incorporation of Art

The Project will incorporate museum-quality art and noteworthy cultural experiences throughout.

h. Impact Fees

The Project will generate approximately $1.5 million in impact fees for the Village.

i. Economic Benefits to the Village

The Project will create positive fiscal impacts on North Bay Village. Some of which include:

- Increased taxable property of between $700 million and $1.2 billion on an annual basis over the next 20 years.
- Increased annual tax revenue to North Bay Village of between $4 million to $7 million per year for the next 20 years.
- Ad Valorem revenue to North Bay Village of $110.6 million over 20 years.
- Tax increment revenue to North Bay Village of $105.1 million over 20 years.
- An increase in $1 billion in business output for Miami-Dade County along with $308 million in increased earnings and 6,127 new jobs.

In summary, the Project provides high-quality residences which will revitalize this end of Harbor Island, extend the Village's Island Walk bayfront walkway, include a new waterfront civic space, and provide for significant improvements at Civic Park which will benefit all residents of the Village. We are confident that this Project will be a significant and positive new addition to the Village that will showcase how North Bay Village has truly become the shining and undisputed "Heart of the Bay". Accordingly, we respectfully request your favorable consideration of this application. If you have any questions, please do not hesitate to contact me at (305) 376-6061 or

mgarcia-serra@gunster.com Thank you for your attention to this matter and we look forward to continuing to work with you on this exciting project.

Sincerely,



Mario Garcia-Serra, Esq.

Exhibit A
8000 East SAP

Appendix D
8000 EAST SPECIAL AREA PLAN



Figure 1

1. General requirements

   A. Title. This appendix shall be known as the 8000 East Special Area Plan Form-Based Code or "8000 East SAP"

   B. Purpose and intent. The 8000 East SAP is intended to allow for the coordinated planning of a large parcel of land, enable better integration of public infrastructure such as sidewalks, civic spaces, and parks, promote connectivity between different areas of the development, provide greater flexibility in design elements to allow for a more creative and specialized building and streetscape aesthetics, and achieve higher quality development all while adhering to the overall vision and intent of the ULDC and the Village's Comprehensive Plan.

C. Applicability.

1. The 8000 East SAP provides for an optimal set of development regulations that may be voluntarily employed in the residential development of lands located within geographical limits of the 8000 East SAP shown on the official zoning map and indicated on Figure 1 above.

2. All regulations of the underlying zoning district shall apply. Where the underlying zoning district and the 8000 East SAP both apply, the 8000 East SAP shall govern.

3. If a property owner should elect not to develop under these optional regulations, only the regulations of the underlying zoning district shall apply.

D. Approval. In order to approve an application, the Village Commissions hall find that the development proposed:

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 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.

E. Height.

1. The maximum building height is 43 stories and 500 Feet to the top of the roof level of level 43.

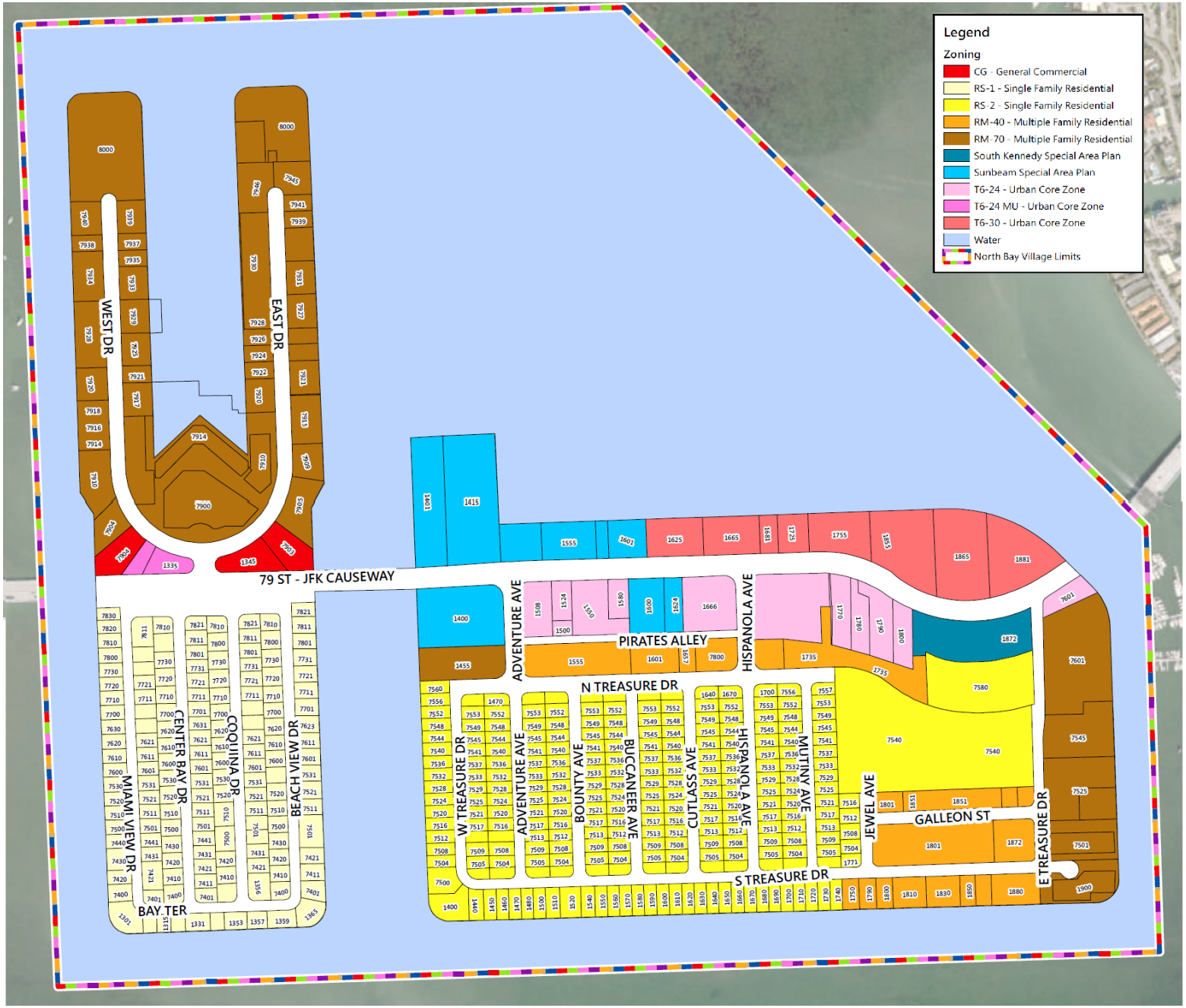
2. The maximum additional height allowed for mechanical equipment, including but not limited to, cooling towers, is an additional 25 feet.

F. Parking Requirements.

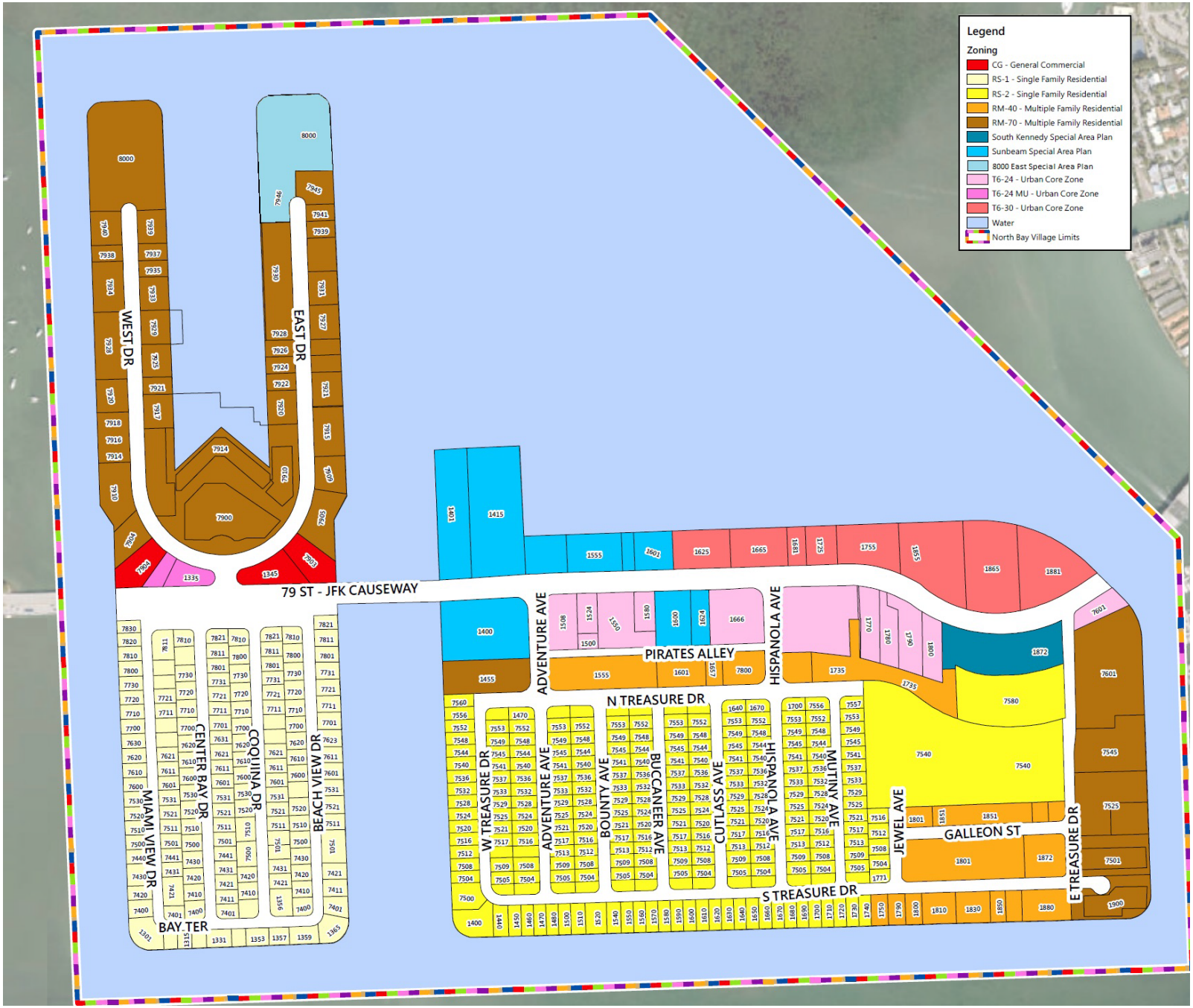
1. A minimum of 2 parking space is required per dwelling unit.

G. Marina Requirements.

1. A marina may be constructed up to 150 feet perpendicular from the seawall or shoreline.



Existing Zoning



Proposed Zoning



8000
EAST DRIVE

7946, 8000, 8010, 8020 EAST DRIVE
NORTH BAY VILLAGE, FL

ARCHITECTURE

A0-00	COVER SHEET & DRAWING INDEX
A0-01	ZONING MAP
A0-02	STREET VIEWS
A0-03	PROJECT DATA
A0-04	ZONING DATA
A0-05	VOLUMETRIC COMPARISON
A0-06	SETBACK DIAGRAM
A0-07	FLR DIAGRAM
A0-08	PARKING DIAGRAM
A0-09	SUN STUDY | SPRING
A0-10	SUN STUDY | SUMMER
A0-11	SUN STUDY | AUTUMN
A0-12	SUN STUDY | WINTER
A0-13	FRONTAGE DIAGRAM & ADA CIRCULATION
A0-14	MANEUVERABILITY STUDY
A1-00	SITE PLAN
A1-01	LEVEL: GROUND
A1-02	LEVEL: MEZZANINE
A1-03	LEVEL: 02
A1-04	LEVEL: 03
A1-05	LEVEL: 04
A1-06	LEVEL: 05 - AMENITY DECK
A1-07	LEVELS: TYPICAL 6 - 41
A1-08	LEVEL: 42
A1-09	LEVEL: 43
A1-10	LEVEL: ROOF
A2-01	NORTH ELEVATION
A2-02	EAST ELEVATION
A2-03	WEST ELEVATION
A2-04	SOUTH ELEVATION
A3-01	SECTION 1
A3-02	SECTION 2
A3-03	SECTION 3
A3-04	SECTION 4
A3-05	SECTION 5
A5-01	MANUEVERABILITY STUDY
A5-02	PUBLIC PARK & CIVIC SPACE
A9-01	RENDERING
A9-02	RENDERING
A9-03	RENDERING
A9-04	RENDERING
A9-05	RENDERING
A9-06	RENDERING

8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

ARQUITECTONICA
2900 Oak Avenue
Miami, Florida 33133
305.372.1812 TEL
305.372.1175 FAX
www.arquitectonica.com

CIVIL ENGINEER:
KIMLEY HORN
2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

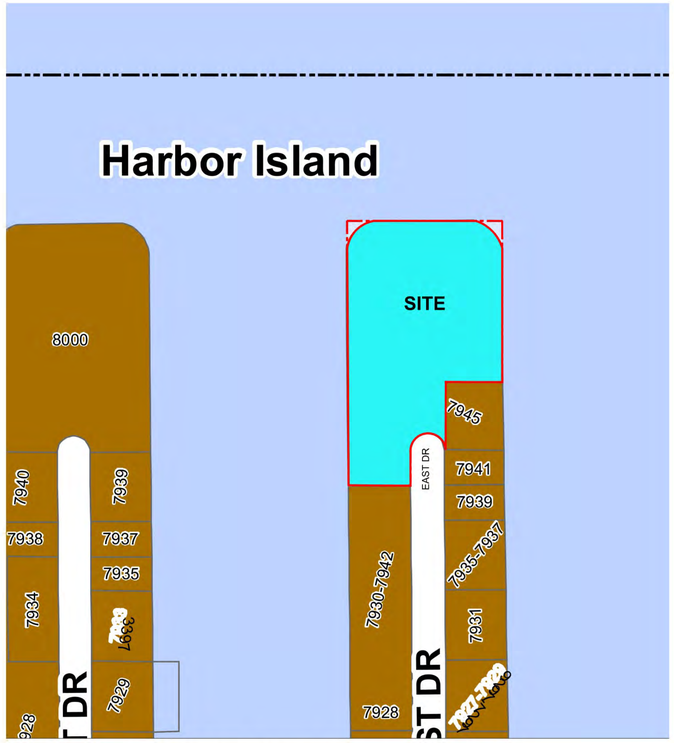
SHEET NAME:
COVER SHEET & DRAWING INDEX

SCALE:

SHEET NUMBER:
A0-00



LOCATION MAP



8000 EAST SAP

8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
ZONING MAP

SCALE:

SHEET NUMBER:
A0-01



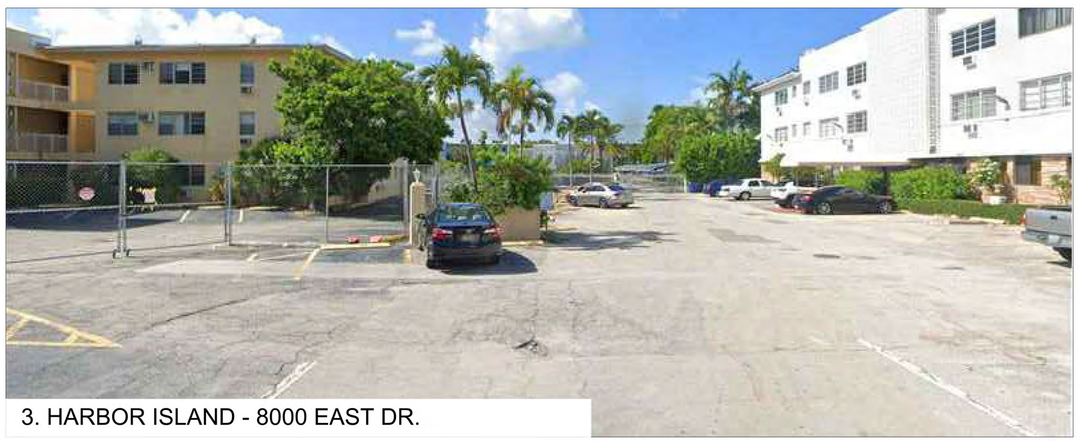
HARBOR ISLAND - AERIAL VIEW



1. HARBOR ISLAND - 8010 EAST DR. (WEST VIEW)



2. HARBOR ISLAND - 8010 EAST DR. (EAST VIEW)



3. HARBOR ISLAND - 8000 EAST DR.

8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
STREET VIEWS

SCALE:

SHEET NUMBER:
A0-02

NORTH TOWER		F-F	HGT	Units/ Level	1BR	2BR	3BR	4BR	NSF	TERRACES	GSF (INT. A/C)	FLR PLATE
Roof			**497.47**									
Level 43	Units	12.67	484.8	3			1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 42	Units	10.67	474.13	3			1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 41	Units	10.67	463.46	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 40	Units	10.67	452.79	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 39	Units	10.67	442.12	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 38	Units	10.67	431.45	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 37	Units	10.67	420.78	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 36	Units	10.67	410.11	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 35	Units	10.67	399.44	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 34	Units	10.67	388.77	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 33	Units	12.67	376.1	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 32	Units	12.67	363.43	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 31	Units	10.67	352.76	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 30	Units	10.67	342.09	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 29	Units	10.67	331.42	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 28	Units	10.67	320.75	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 27	Units	10.67	310.08	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 26	Units	10.67	299.41	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 25	Units	10.67	288.74	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 24	Units	10.67	278.07	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 23	Units	10.67	267.4	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 22	Units	12.67	254.73	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 21	Units	12.67	242.06	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 20	Units	10.67	231.39	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 19	Units	10.67	220.72	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 18	Units	10.67	210.05	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 17	Units	10.67	199.38	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 16	Units	10.67	188.71	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 15	Units	10.67	178.04	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 14	Units	10.67	167.37	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 13	Units	12.67	154.7	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 12	Units	12.67	142.03	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 11	Units	10.67	131.36	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 10	Units	10.67	120.69	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 9	Units	10.67	110.02	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 8	Units	10.67	99.35	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 7	Units	10.67	88.68	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 6	Units	10.67	78.01	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 5	Amenities	20	**58.01**							2,778 sf	9,941 sf	12,719 sf
Level 4	Units + Parking	16.67	41.34	5	1	2		2	10,144 sf	2,778 sf	12,922 sf	15,700 sf
Level 3	Units + Parking	10.67	30.67	5	1	2		2	10,144 sf	2,778 sf	12,922 sf	15,700 sf
Level 2	Units + Parking	10.67	20	5	1	2		2	10,144 sf	2,778 sf	12,922 sf	15,700 sf
Mezz.	Parking	10									2,790 sf	2,790 sf
Level 1	Lobby + Amenities	20									10,274 sf	10,274 sf
TOTALS				**Units**	**1BR**	**2BR**	**3BR**	**4BR**	**NSF**	**TERRACES**	**GSF**	**FLR PLATE**
				201	3	78	38	82	440,528 sf	108,506 sf	569,261 sf	677,767 sf
					1%	*39%*	*19%*	*41%*				

EAST TOWER		F-F	HGT	Units/ Level	1BR	2BR	3BR	4BR	NSF	TERRACES	GSF (INT. A/C)	FLR PLATE
Roof			**497.47**									
Level 43	Units	12.67	484.8	3			1	2	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 42	Units	10.67	474.13	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 41	Units	10.67	463.46	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 40	Units	10.67	452.79	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 39	Units	10.67	442.12	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 38	Units	10.67	431.45	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 37	Units	10.67	420.78	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 36	Units	10.67	410.11	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 35	Units	10.67	399.44	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 34	Units	10.67	388.77	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 33	Units	12.67	376.1	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 32	Units	12.67	363.43	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 31	Units	10.67	352.76	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 30	Units	10.67	342.09	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 29	Units	10.67	331.42	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 28	Units	10.67	320.75	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 27	Units	10.67	310.08	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 26	Units	10.67	299.41	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 25	Units	10.67	288.74	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 24	Units	10.67	278.07	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 23	Units	10.67	267.4	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 22	Units	12.67	254.73	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 21	Units	12.67	242.06	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 20	Units	10.67	231.39	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 19	Units	10.67	220.72	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 18	Units	10.67	210.05	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 17	Units	10.67	199.38	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 16	Units	10.67	188.71	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 15	Units	10.67	178.04	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 14	Units	10.67	167.37	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 13	Units	12.67	154.7	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 12	Units	12.67	142.03	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 11	Units	10.67	131.36	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 10	Units	10.67	120.69	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 9	Units	10.67	110.02	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 8	Units	10.67	99.35	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 7	Units	10.67	88.68	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 6	Units	10.67	78.01	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 5	Amenities	20	**58.01**								1,728 sf	8,432 sf	10,160 sf
Level 4	Units + Parking	16.67	41.34	4		3		1	8,018 sf	1,728 sf	9,746 sf	11,474 sf
Level 3	Units + Parking	10.67	30.67	4		3		1	8,018 sf	1,728 sf	9,746 sf	11,474 sf
Level 2	Units + Parking	10.67	20	4		3		1	8,018 sf	1,728 sf	9,746 sf	11,474 sf
Mezz.	Parking	10									2,187 sf	2,187 sf
Level 1	Lobby	20									7,896 sf	7,896 sf
TOTALS				**Units**	**1BR**	**2BR**	**3BR**	**4BR**	**NSF**	**TERRACES**	**GSF**	**FLR PLATE**
				163	0	83	38	42	337,554 sf	75,046 sf	429,387 sf	504,433 sf
					0%	*51%*	*23%*	*26%*				

TOTAL PROJECT:			Units	1BR	2BR	3BR	4BR	NSF	TERRACES	GSF	FLR PLATE
Average Unit Size:	*2,138 sf*		**364**	**3**	**161**	**76**	**124**	**778,082 sf**	**183,552 sf**	**998,648 sf**	**1,538,916 sf**
				1%	*44%*	*21%*	*34%*				

PARKING				SPACES	GSF
			58.01		
Level 4	Parking	16.67	41.34	191	62,714 GSF
Level 3	Parking	10.67	30.67	192	62,860 GSF
Level 2	Parking	10.67	20	183	61,389 GSF
Mezz.	Parking	10		130	47,510 GSF
Level 1	Parking	20		102	60,030 GSF
TOTALS				**798 spaces**	294,503 GSF

Parking Ratio:
2.19

* Amenities are included in the main table

AMENITIES		NORTH	EAST	DECK	GSF
Level 5	Amenities	9,941 sf	8,432 sf	62,213 sf	80,586 GSF
Mezzanine	Amenities	2,790 sf	2,187 sf		4,977 GSF
Level 1	Amenities	10,274 sf	7,896 sf		18,170 GSF
TOTALS					**103,733 GSF**

8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
PROJECT DATA

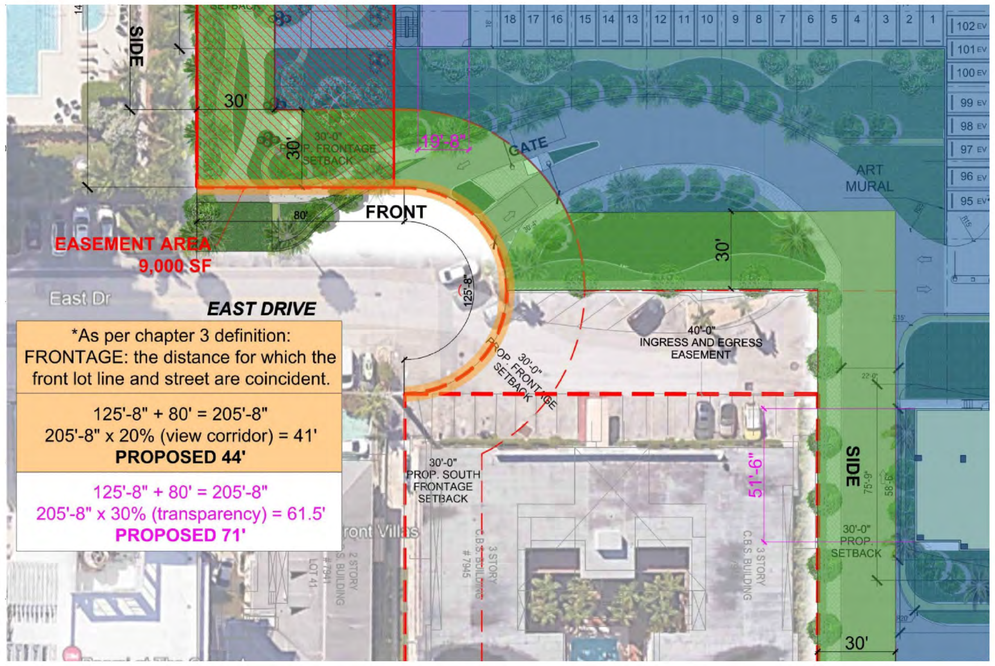
SCALE:

SHEET NUMBER:
A0-03

Zone - RM-70	Proposed 8000 East SAP
Lot Area - Gross	179,536 sf
Lot Area - Net	179,536 sf
Lot Acreage - Gross	4.12 acres
Lot Acreage - Net	4.12 acres

ZONING REQUIREMENT **Harbor Island**				
	FACTOR	**REQ'D/ ALLOWABLE**		**PROVIDED**
Lot Area		11,200 sf		179,536 sf
Min. Pervious Area	30% Lot Area Min.	53,861 sf	36%	65,126 sf
Min. Green Area	20% Lot Area Min.	35,907 sf	28%	49,980 sf
Max. Density	70 du/acre	288 units	87 units	364 units
			30% of Max. Density	
Min. Frontage		80 ft		205.67 ft
Frontage Transparency		30%	205'8" frontage x 30%= 61.5'	71 ft
Building Setbacks				
Rear/Waterfront		25 ft	North Frontage	25 ft
		25 ft	East Frontage	25 ft
		25 ft	West Frontage	25 ft
One Side (Interior)		15 ft	South East	30 ft
Second Side (Interior)	20% of Lot Width 205'8" frontage x 20%= 41'	41 ft	South West	44 ft
Total Side Setback Area - Structure Free at Ground Level		30 ft	N/A	N/A
Min. Floor Area				
One-Bedroom		750 ft		1,288 ft
Two-Bedroom		1,100 ft		1,717 ft
Three-Bedroom		1,300 ft		2,049 ft
Height				
Max. Building Height Proposed 8000 East SAP		Per SAP		**497.47 ft**

PARKING REQUIREMENTS **Harbor Island**				
		FACTOR	**RECOMMENDED**	**PROVIDED**
Residential				
One- Bedroom	3 units	1.25	4 spaces	6 spaces
Two-Bedroom	161 units	1.75	282 spaces	322 spaces
Three- Bedroom	76 units	2.25	171 spaces	152 spaces
Four- Bedroom	124 units	2.75	341 spaces	248 spaces
			798 spaces	**728 spaces**
Visitors		10%	80 spaces	73 spaces
	Subtotal Maximum Parking		**877 spaces**	**798 spaces**
	Total ADA	2% of total	18 spaces	16 spaces
TOTAL MAXIMUM PARKING RECOMMENDED:			**877 spaces**	
TOTAL PARKING PROVIDED:				**798 spaces**
TOTAL EV PARKING PROVIDED:				**161 spaces**
Bike Parking		1 Bike Rack Req'd Every 20 Parking spaces	44	58
Loading				
Residential	**Per 9.4.B.2** Multifamily residential, hotel/motel,hospital,spa, place of public assembly or similar use.	3 spaces Req'd Over a 100,000 sf	1,120,616 sf	**4x** 360 sf



8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133
RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
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PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
ZONING DATA

SCALE:

SHEET NUMBER:
A0-04









8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
VOLUMETRIC COMPARISON

SCALE:

SHEET NUMBER:
A0-05



8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
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PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
LOT AREA & OPEN SPACE

0 10' 20'
SCALE: 1' = 20'

SHEET NUMBER:
A0-07



*As per chapter 3 definition:
FRONTAGE: the distance for which the front lot line and street are coincident.

125'-8" + 80' = 205'-8"
205'-8" x 20% (view corridor) = 41'
PROPOSED 44'

125'-8" + 80' = 205'-8"
205'-8" x 30% (transparency) = 61.5'
PROPOSED 71'

8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
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INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
SETBACK DIAGRAM

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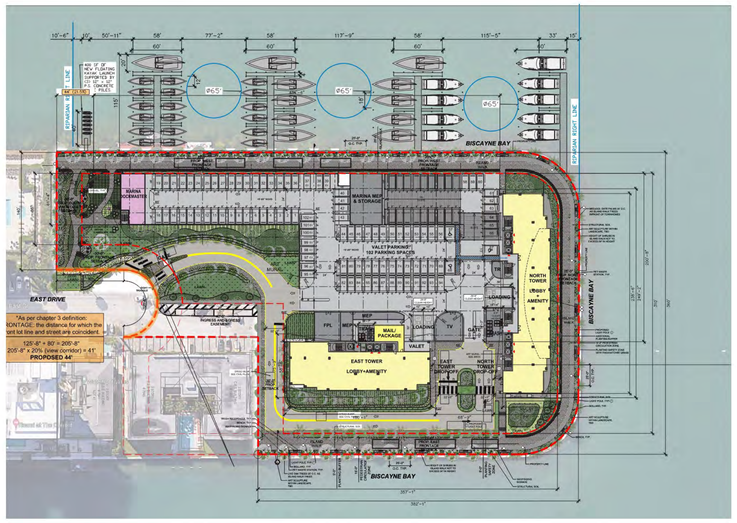
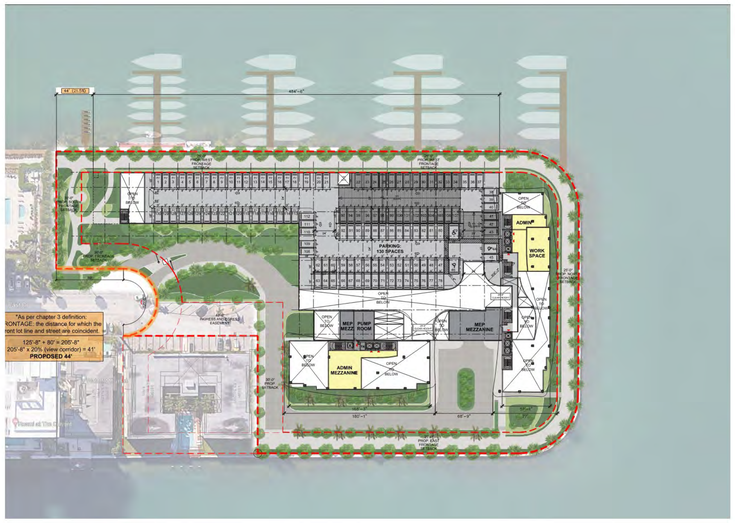
SCALE: 1" = 20'

SHEET NUMBER:

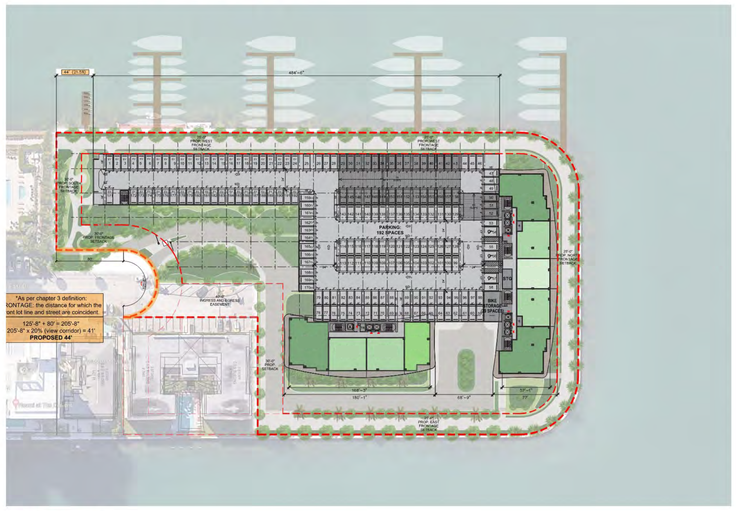
A0-06



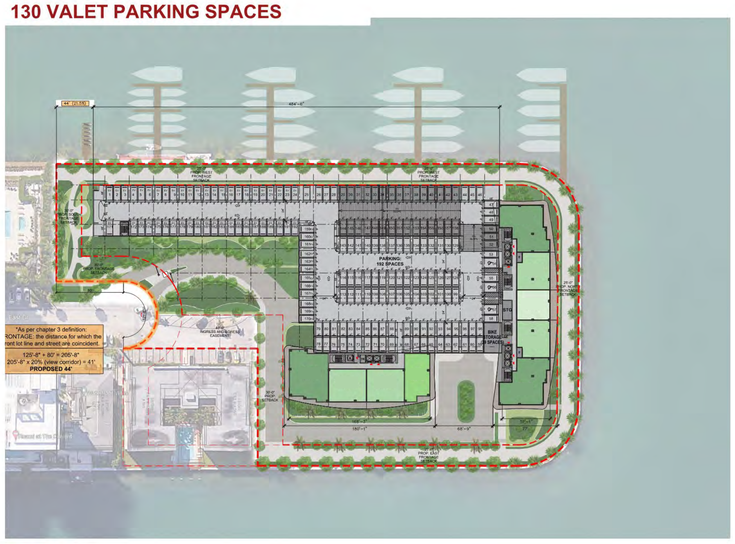
GROUND LEVEL
102 VALET PARKING SPACES



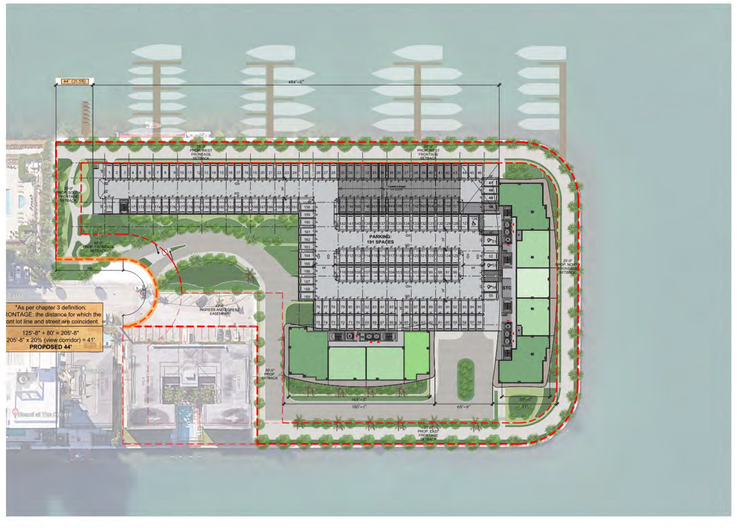
MEZZANINE LEVEL
130 VALET PARKING SPACES



LEVEL 02
183 PARKING SPACES



LEVEL 03
192 PARKING SPACES



LEVEL 04
191 VALET PARKING SPACES

GRAND TOTAL:
798 PARKING SPACES:

PARKING				SPACES	GSF
			58.01		
Level 4	Parking	16.67	41.34	191	62,714 GSF
Level 3	Parking	10.67	30.67	192	62,860 GSF
Level 2	Parking	10.67	20	183	61,389 GSF
Mezz.	Parking	10		130	43,773 GSF
Level 1	Parking	20		102	60,030 GSF
TOTALS				**798 spaces**	290,766 GSF

Parking Ratio:
2.19

8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

ARQUITECTONICA
2900 Oak Avenue
Miami, Florida 33133
305.372.1812 TEL
305.372.1175 FAX
www.arquitectonica.com

CIVIL ENGINEER:
KIMLEY HORN
2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

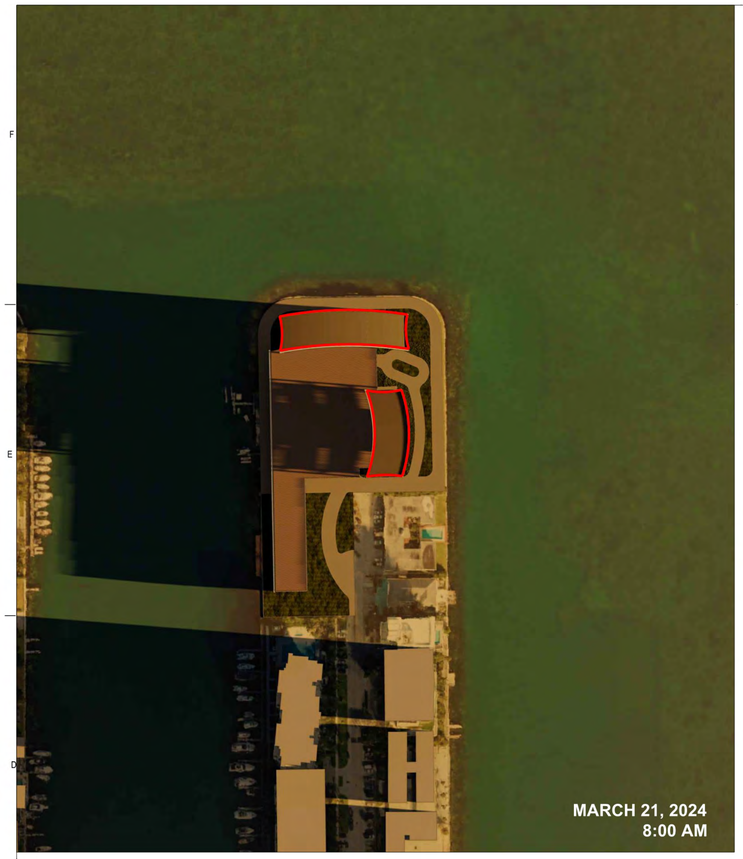
PROJECT STATUS:

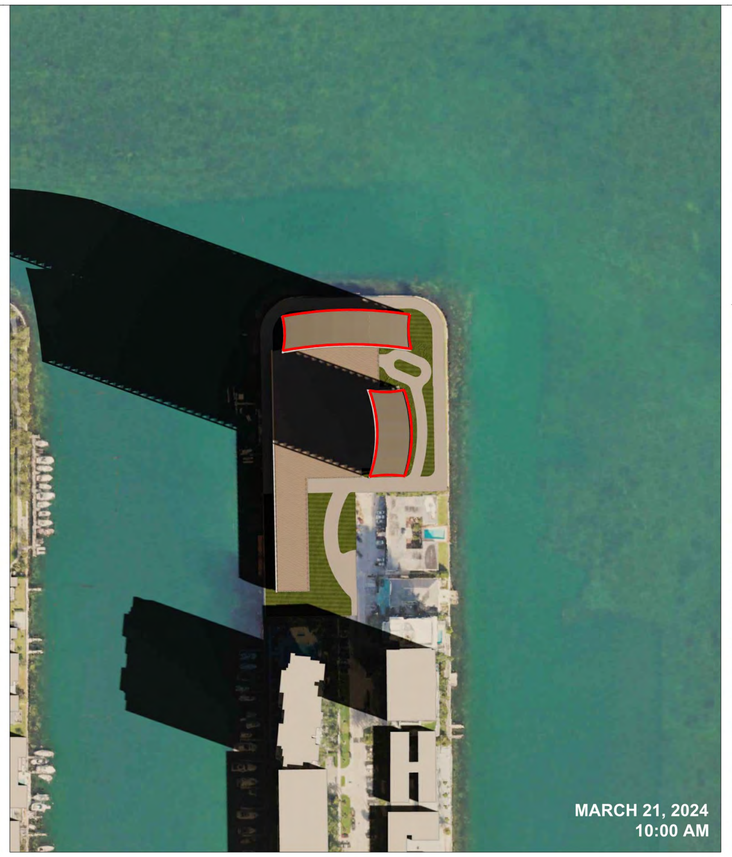
SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
PARKING DIAGRAM

SCALE:

SHEET NUMBER:
A0-08

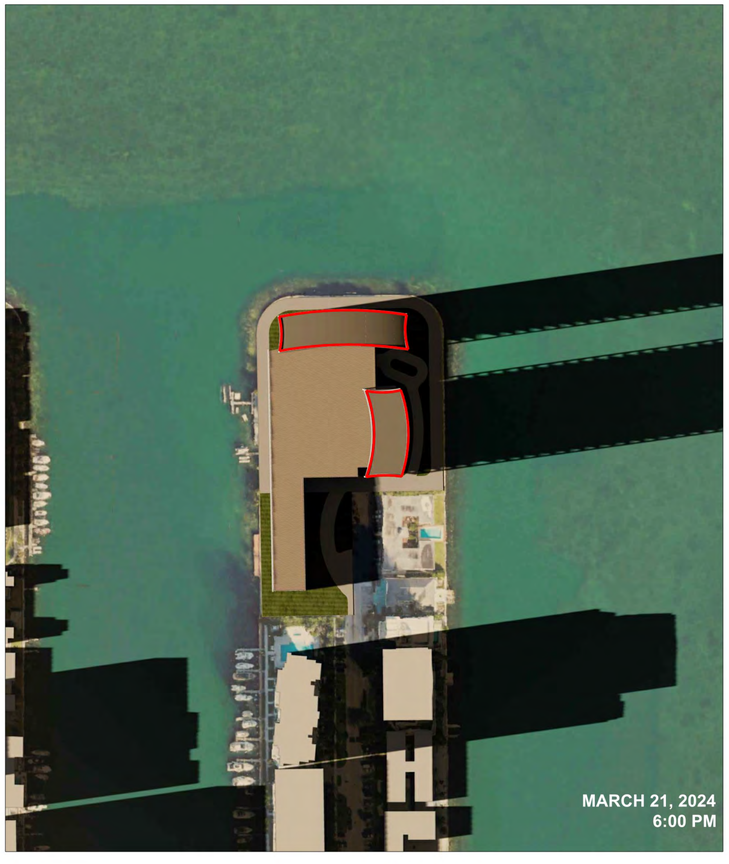












8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

ARQUITECTONICA
2900 Oak Avenue
Miami, Florida 33133
305.372.1812 TEL
305.372.1175 FAX
www.arquitectonica.com

CIVIL ENGINEER:
KIMLEY HORN
2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

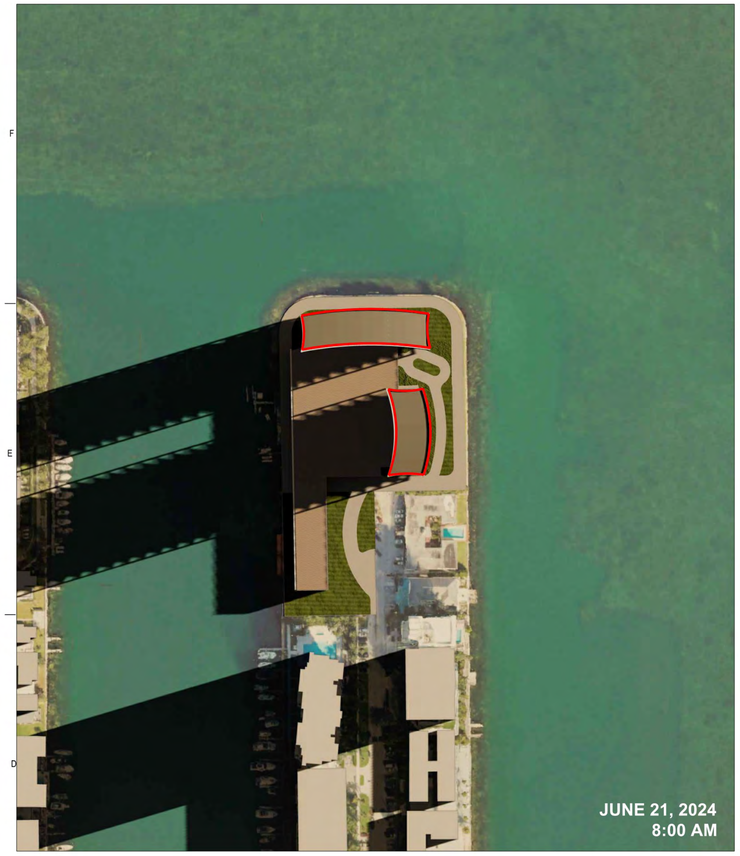
PROJECT STATUS:

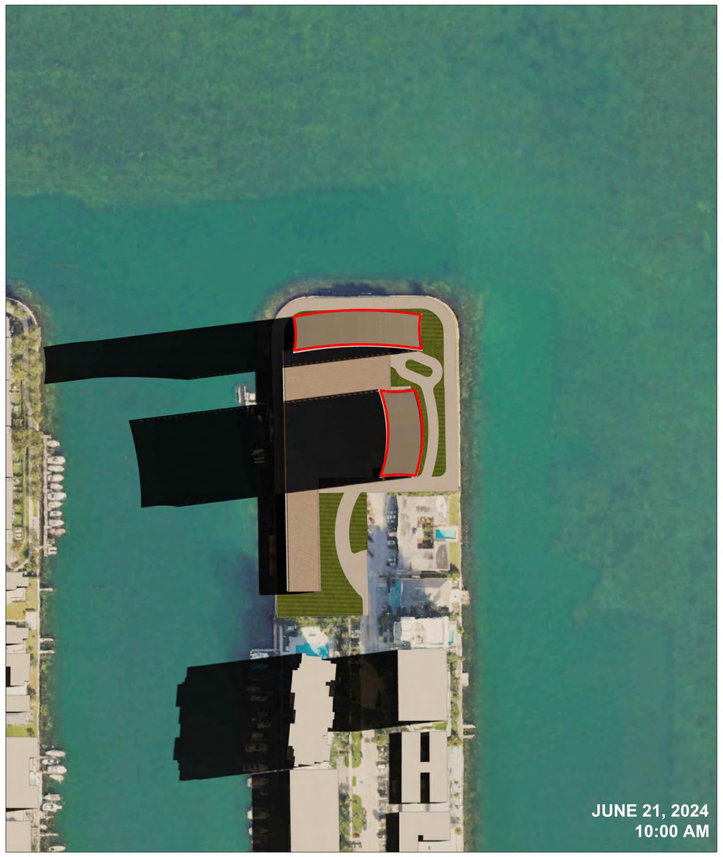
SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
SUN STUDY | SPRING

SCALE:

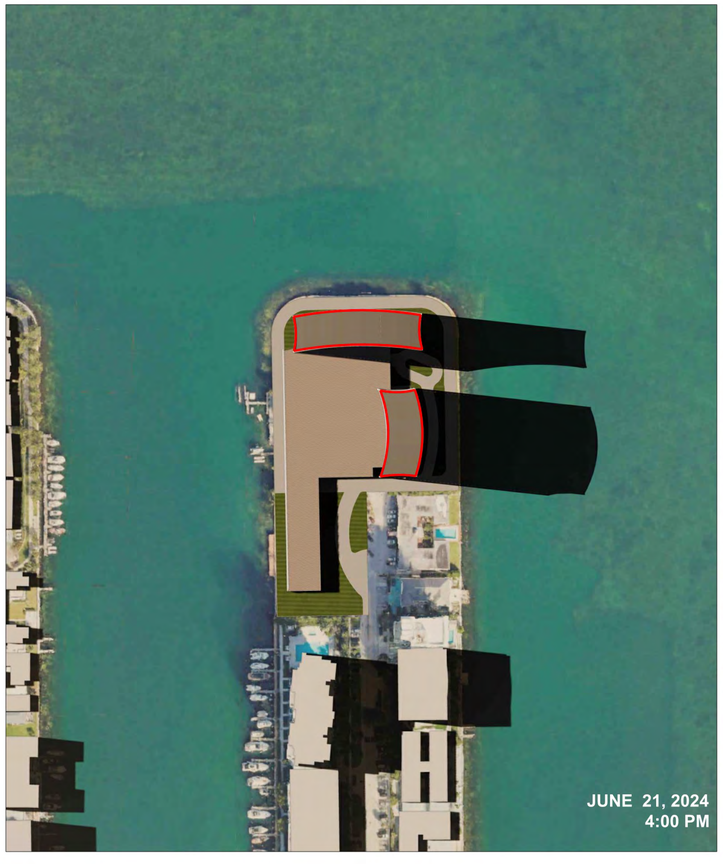
SHEET NUMBER:
A0-09

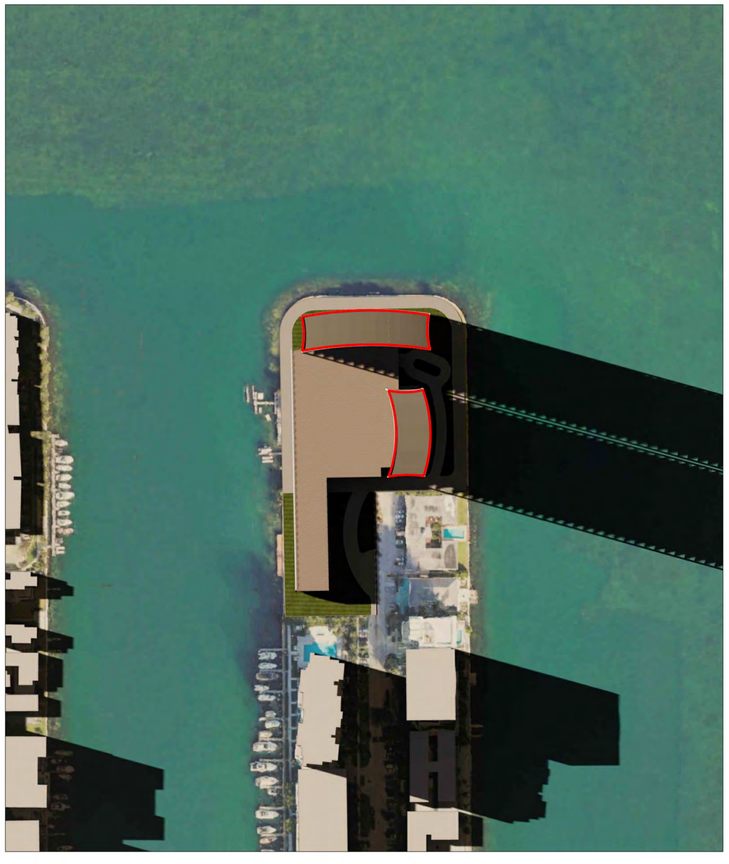












8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

ARQUITECTONICA
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305.372.1175 FAX
www.arquitectonica.com

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KIMLEY HORN
2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

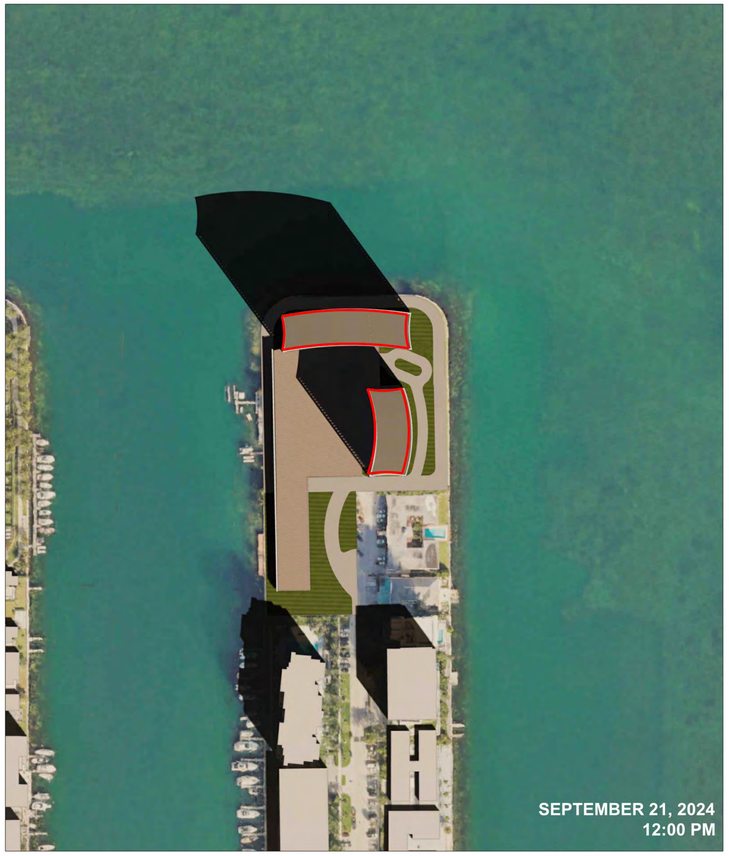
SHEET NAME:
SUN STUDY | SUMMER

SCALE:

SHEET NUMBER:
A0-10

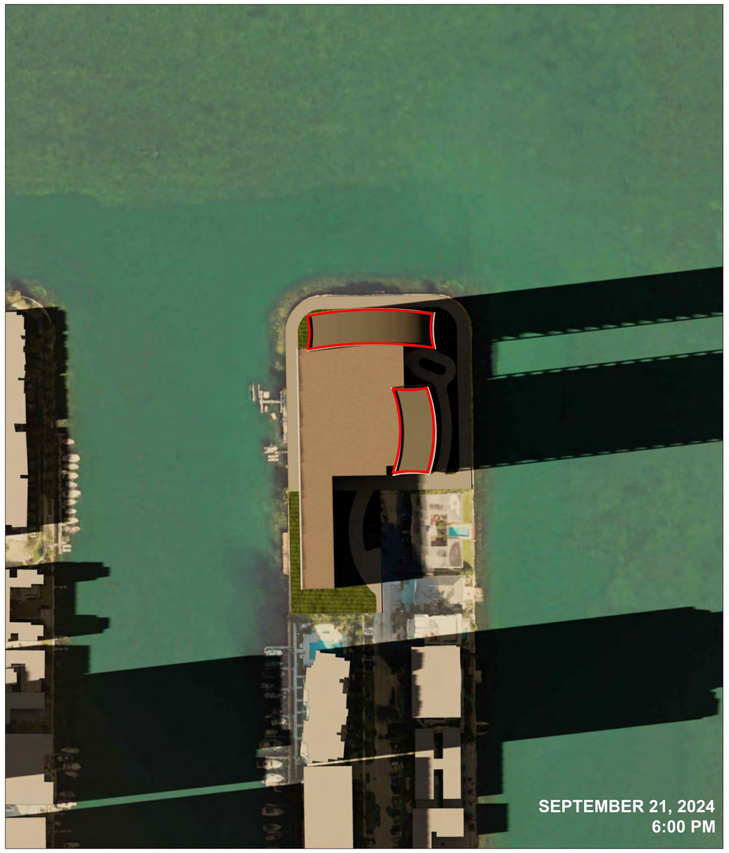












8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

ARQUITECTONICA
2900 Oak Avenue
Miami, Florida 33133
305.372.1812 TEL
305.372.1175 FAX
www.arquitectonica.com

CIVIL ENGINEER:
KIMLEY HORN
2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

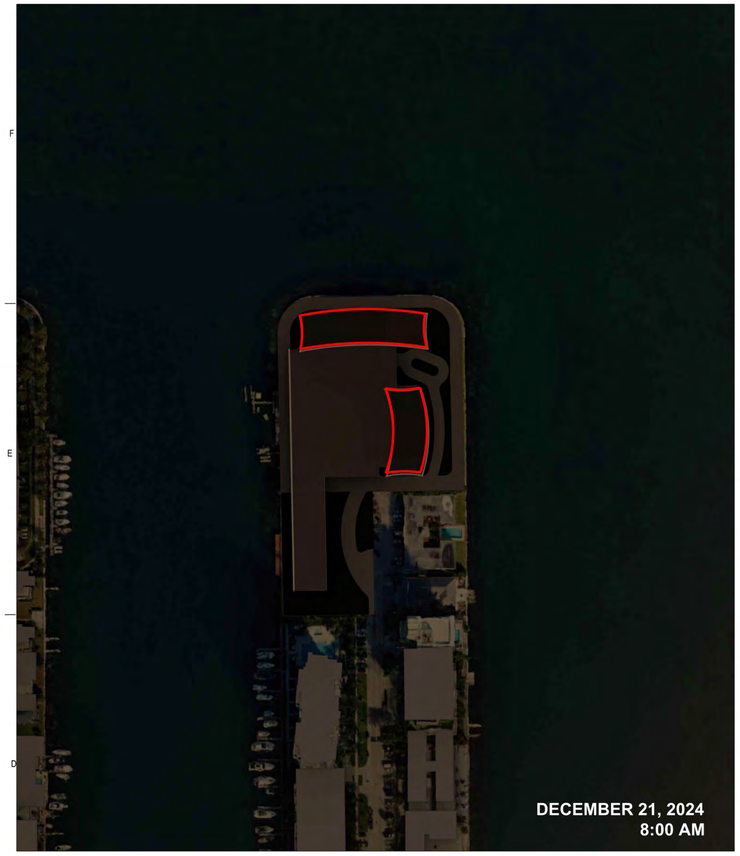
PROJECT STATUS:

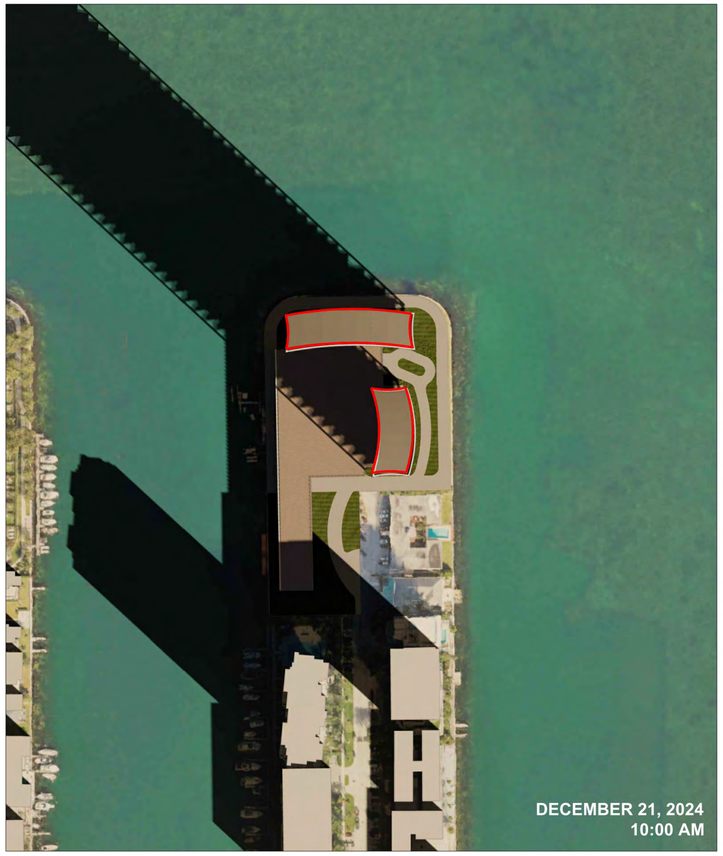
SHEET ISSUE DATE: 07/28/2025

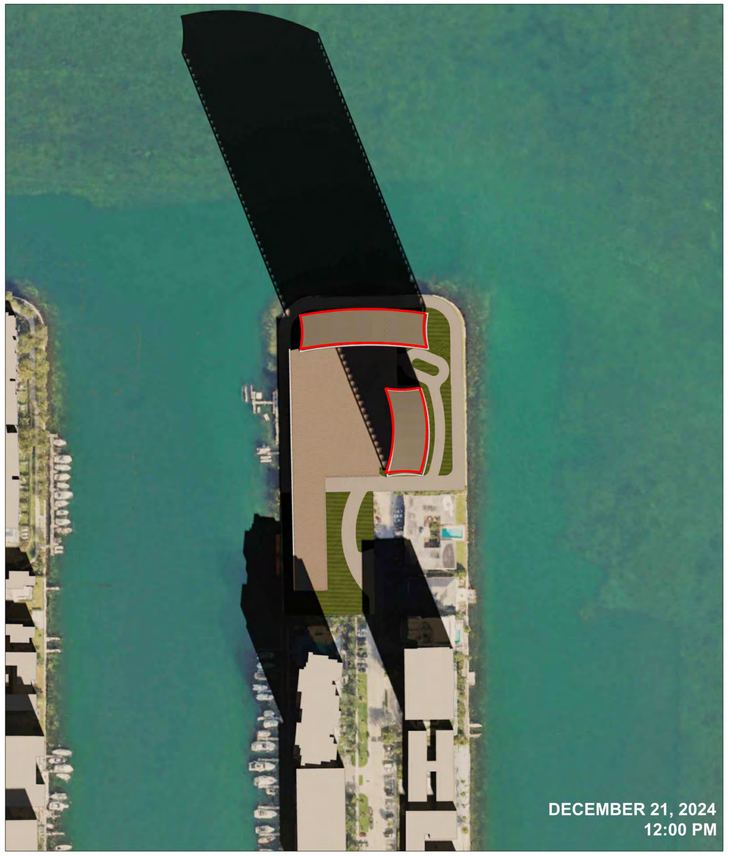
SHEET NAME:
SUN STUDY | AUTUMN

SCALE:

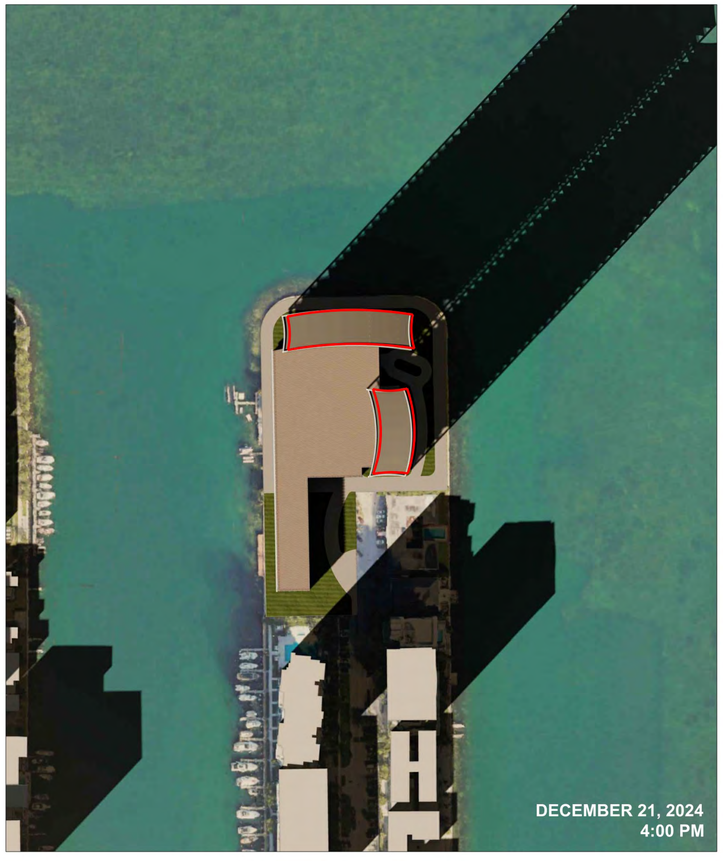
SHEET NUMBER:
A0-11













8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

ARQUITECTONICA
2900 Oak Avenue
Miami, Florida 33133
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305.372.1175 FAX
www.arquitectonica.com

CIVIL ENGINEER:
KIMLEY HORN
2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

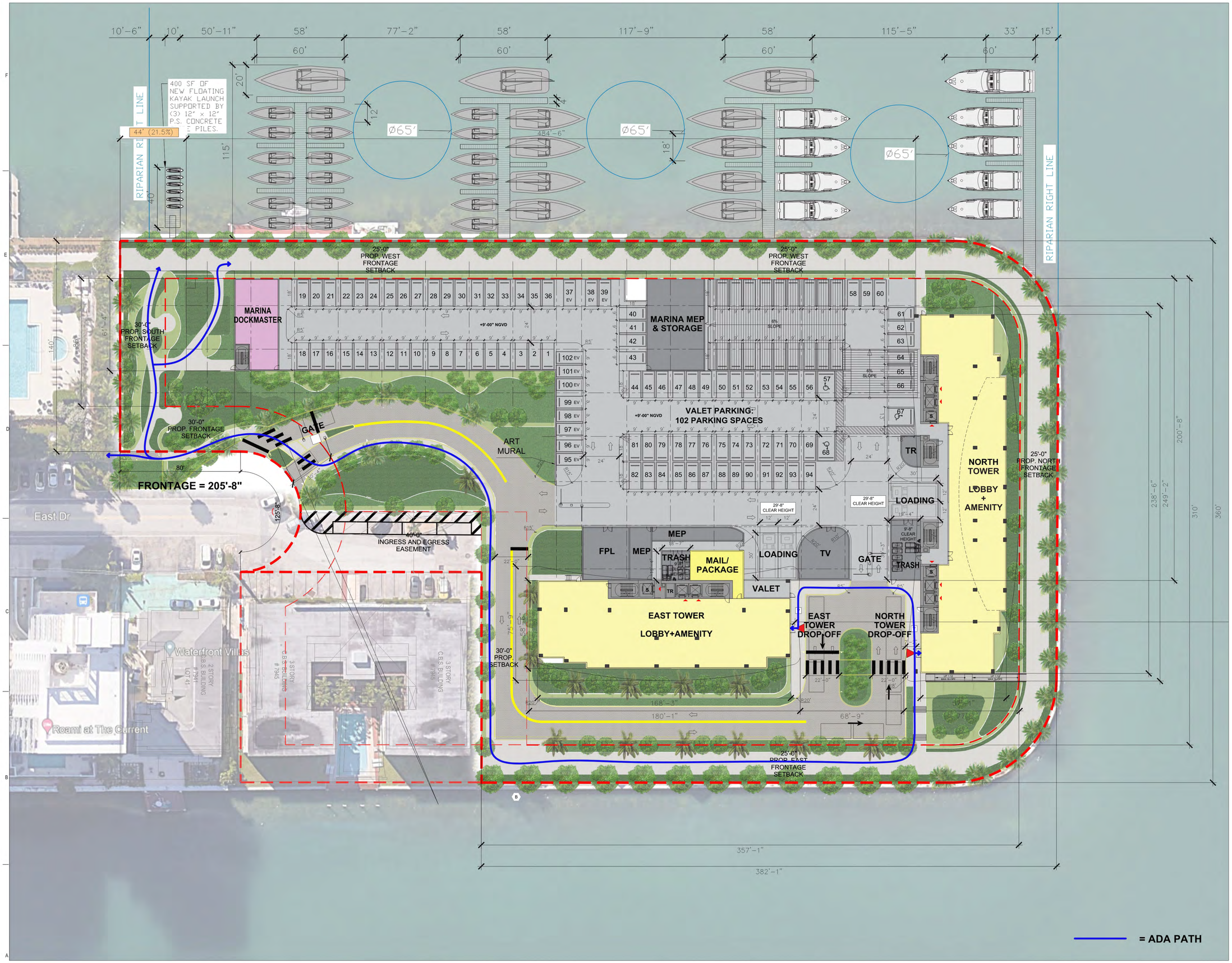
PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
SUN STUDY | WINTER

SCALE:

SHEET NUMBER:
A0-12



8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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2900 Oak Avenue
Miami, Florida 33133
305.372.1812 TEL
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www.arquitectonica.com

CIVIL ENGINEER:
KIMLEY HORN
2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
FRONTAGE DIAGRAM & ADA CIRCULATION

SCALE: 1" = 20"

SHEET NUMBER:
A0-13



8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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2900 Oak Avenue
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CIVIL ENGINEER:
KIMLEY HORN
2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

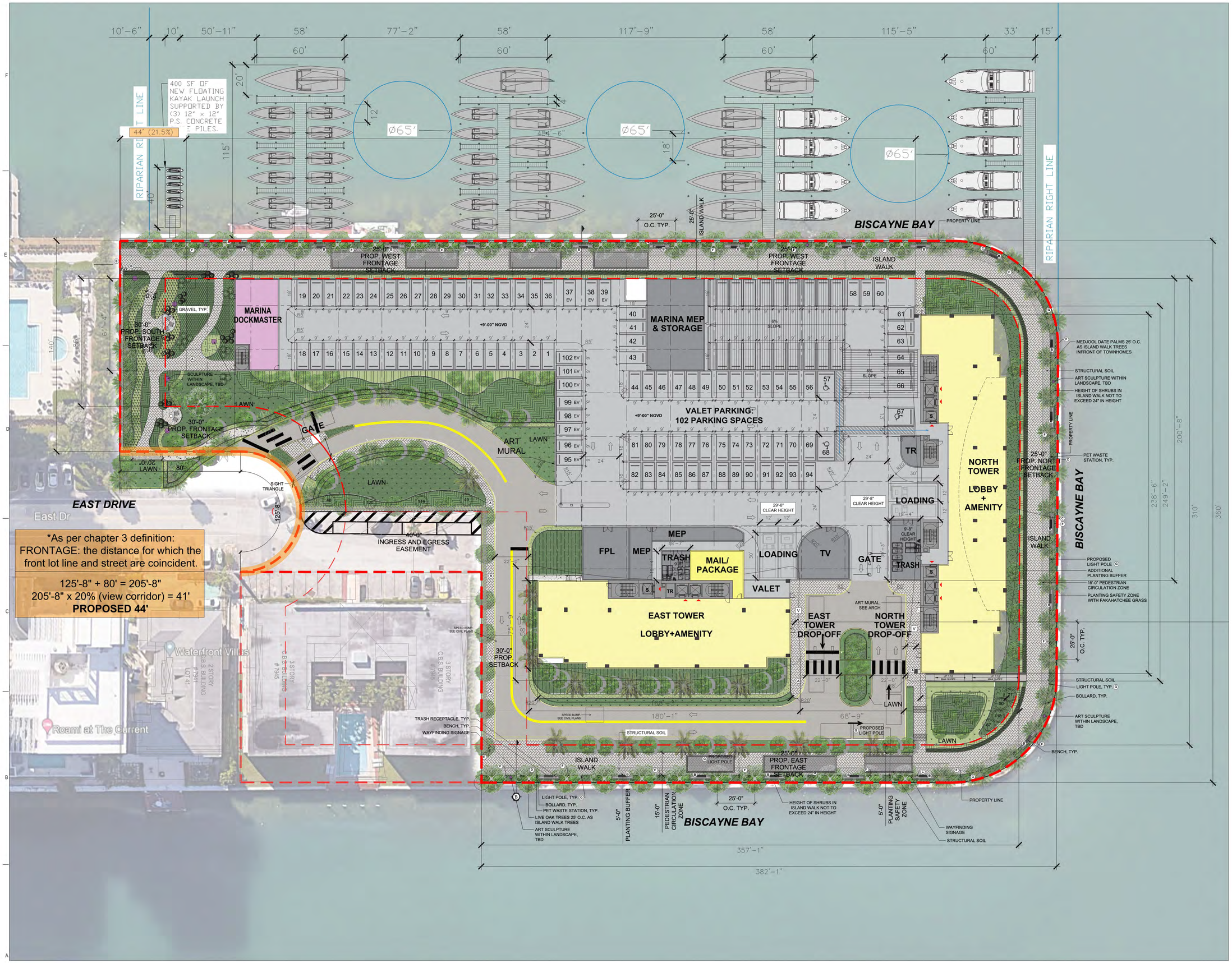
SHEET ISSUE DATE: 07/25/2025

SHEET NAME:
SITE PLAN

0 30' 60'
SCALE: 1" = 30"

SHEET NUMBER:

A1-00



8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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2900 Oak Avenue
Miami, Florida 33133
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CIVIL ENGINEER:
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2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025

STRUCTURAL ENGINEER:

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PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/25/2025

SHEET NAME:
LEVEL: GROUND

SCALE: 1' = 20"
0 10' 20'

SHEET NUMBER:
A1-01



8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

ARQUITECTONICA
2900 Oak Avenue
Miami, Florida 33133
305.372.1812 TEL
305.372.1175 FAX
www.arquitectonica.com

CIVIL ENGINEER:
KIMLEY HORN
2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
LEVEL: MEZZANINE

SCALE: 1" = 20'

SHEET NUMBER:

A1-02



8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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CIVIL ENGINEER:
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PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
LEVEL: 02

0 10' 20'
SCALE: 1" = 20'

SHEET NUMBER:

A1-03



8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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CIVIL ENGINEER:
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PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
LEVEL: 03

SCALE: 1" = 20'

SHEET NUMBER:

A1-04



8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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CIVIL ENGINEER:
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2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
LEVEL: 04

SCALE: 1" = 20"
0 10' 20'

SHEET NUMBER:
A1-05



8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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CIVIL ENGINEER:
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PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
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307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
LEVEL: 05 - AMENITIES

0 10' 20'
SCALE: 1" = 20'

SHEET NUMBER:

A1-06



8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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CIVIL ENGINEER:
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2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
LEVELS: 6 - 41

0 10' 20'
SCALE: 1" = 20'

SHEET NUMBER:

A1-07



8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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CIVIL ENGINEER:
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2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
LEVEL: 42

N

0 10' 20'
SCALE: 1" = 20"

SHEET NUMBER:

A1-08



8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

ARQUITECTONICA
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Miami, Florida 33133
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CIVIL ENGINEER:
KIMLEY HORN
2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
LEVEL: 43

0 10' 20'
SCALE: 1" = 20"

SHEET NUMBER:

A1-09



8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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CIVIL ENGINEER:
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2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
LEVEL: ROOF

0 10' 20'
SCALE: 1" = 20"

SHEET NUMBER:

A1-10



8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

ARQUITECTONICA
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www.arquitectonica.com

CIVIL ENGINEER:
KIMLEY HORN
2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
NORTH ELEVATION

SCALE:

SHEET NUMBER:

A2-01



8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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CIVIL ENGINEER:
KIMLEY HORN
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PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
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307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
EAST ELEVATION

SCALE:

SHEET NUMBER:
A2-02



8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

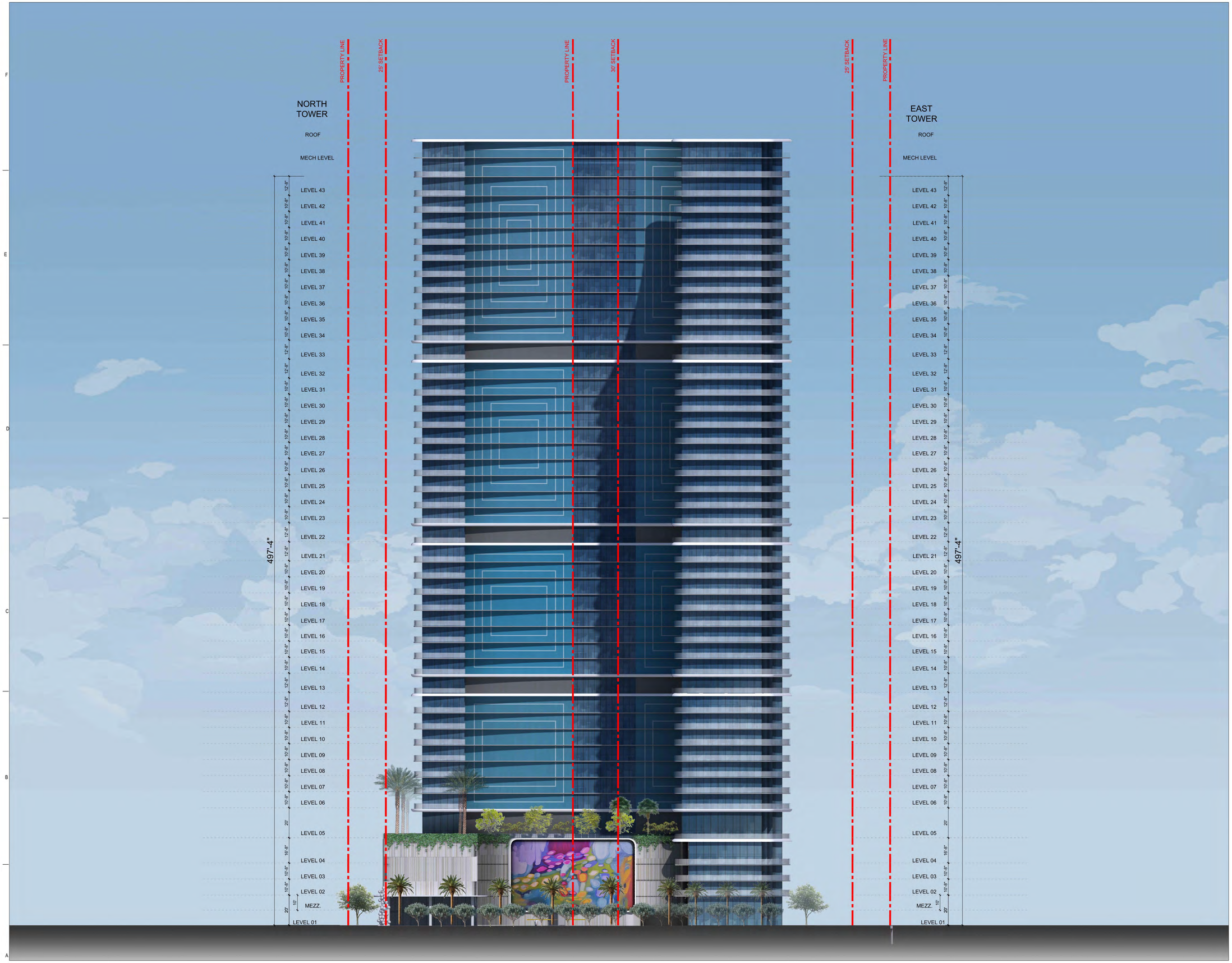
PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
WEST ELEVATION

SCALE:

SHEET NUMBER:
A2-03



8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

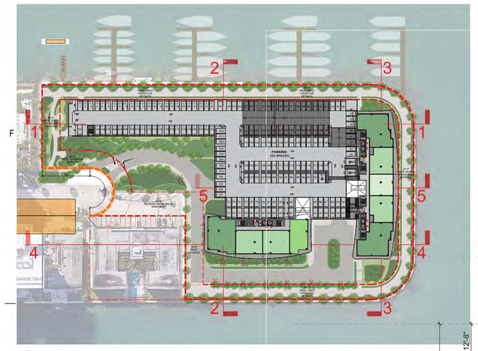
PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
SOUTH ELEVATION

SCALE:

SHEET NUMBER:
A2-04



KEY PLAN



8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

ARQUITECTONICA
2900 Oak Avenue
Miami, Florida 33133
305.372.1812 TEL
305.372.1175 FAX
www.arquitectonica.com

CIVIL ENGINEER:
KIMLEY HORN
2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

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SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
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REVISIONS:

ISSUE #	DESCRIPTION	DATE

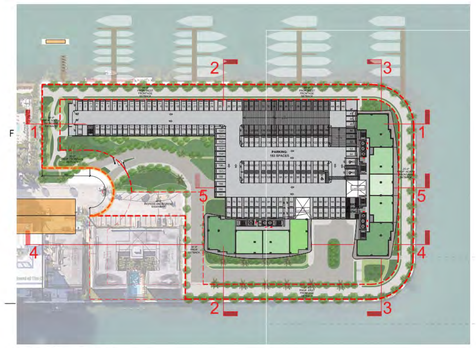
PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

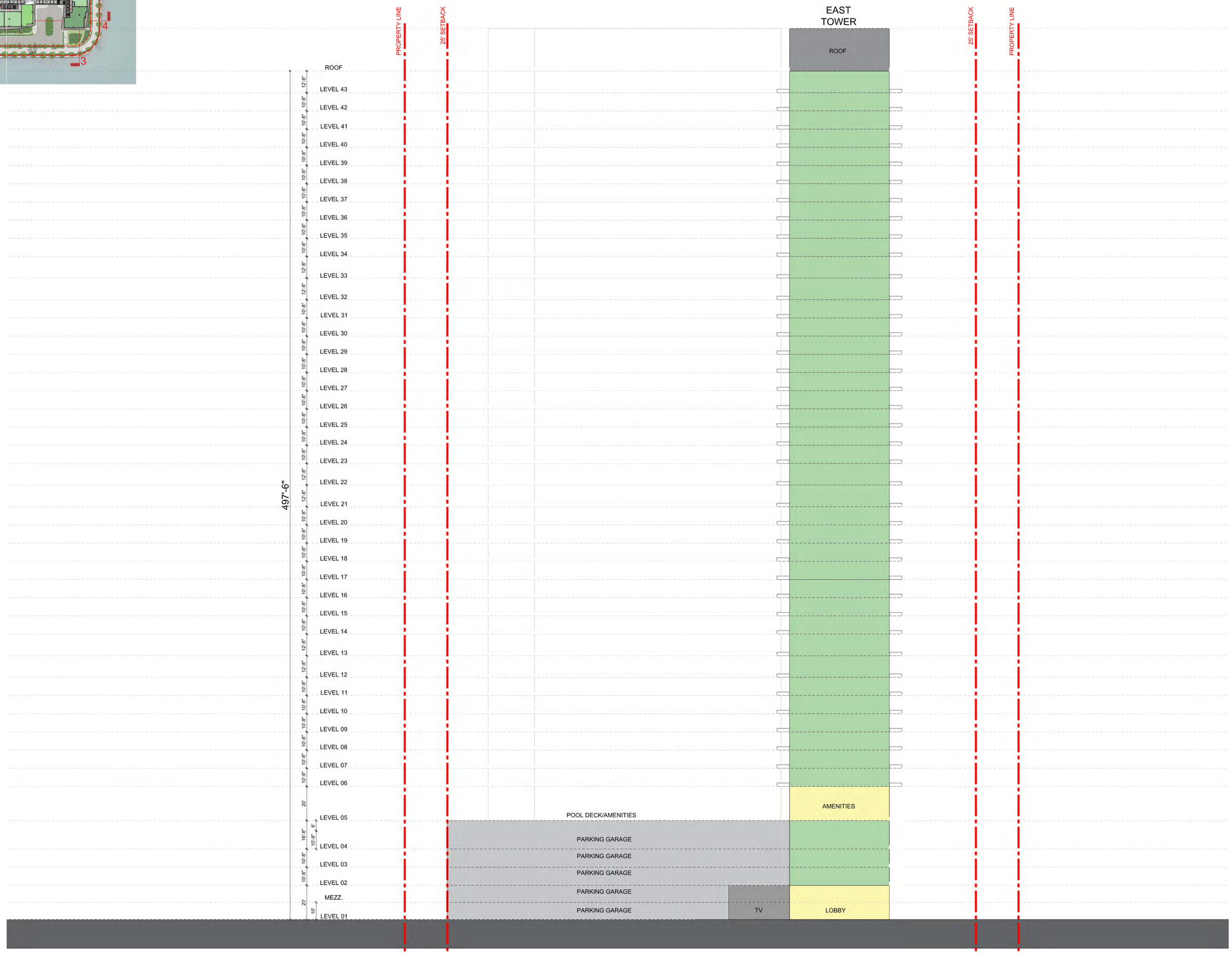
SHEET NAME:
SECTION 1

SCALE:

SHEET NUMBER:
A3-01



KEY PLAN



8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
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PROJECT NUMBER:
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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

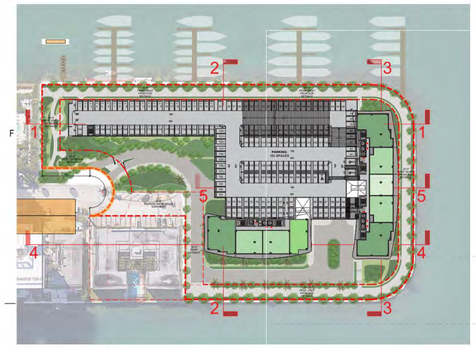
SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
SECTION 2

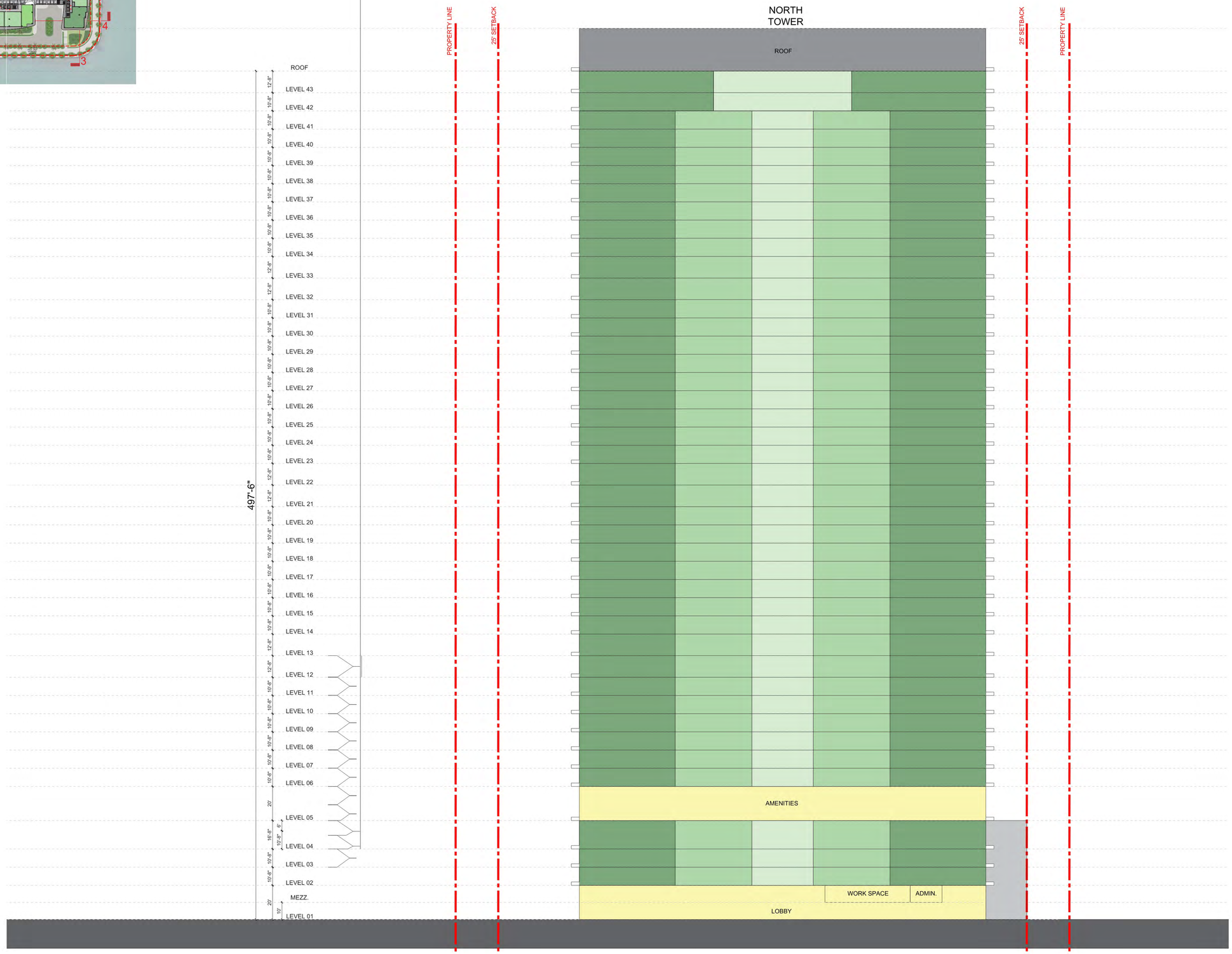
SCALE:

SHEET NUMBER:

A3-02



KEY PLAN



8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
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PHONE: 305-673-2025

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307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

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PROJECT NUMBER:
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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

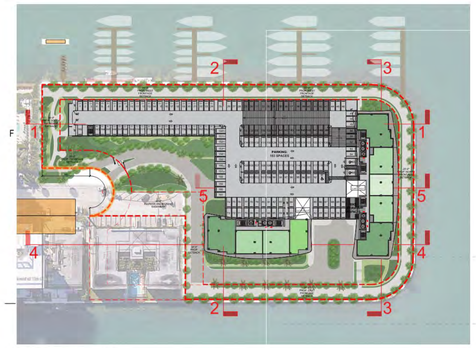
SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
SECTION 3

SCALE:

SHEET NUMBER:

A3-03



KEY PLAN



8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
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PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

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SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
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REVISIONS:

ISSUE #	DESCRIPTION	DATE

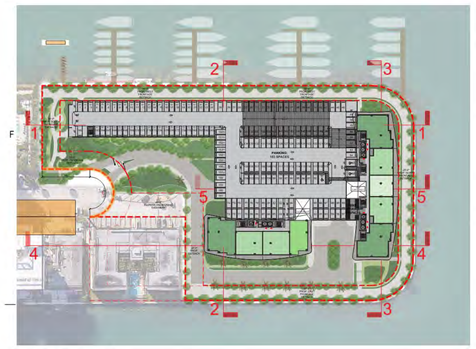
PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

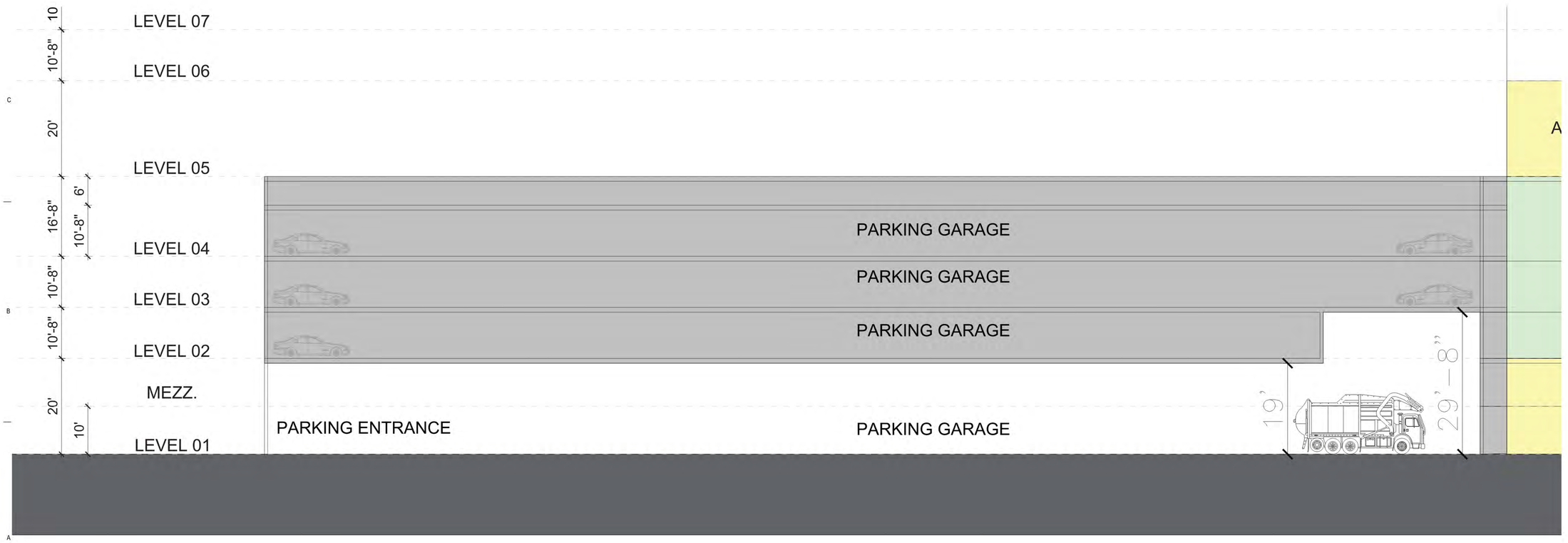
SHEET NAME:
SECTION 4

SCALE:

SHEET NUMBER:
A3-04



KEY PLAN



8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
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307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
SECTION 5

SCALE:

SHEET NUMBER:

A3-05



METAL FINS



CONCRETE PAVERS



WOOD GRAIN STEEL UNDERLAY

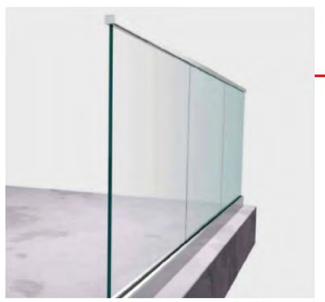


REFLECTIVE OR TINTED GLASS

WHITE STUCCO BANDS
WITH WHITE METAL BULLNOSE



GREY SLABS



FRAMELESS GLASS RAILING





8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

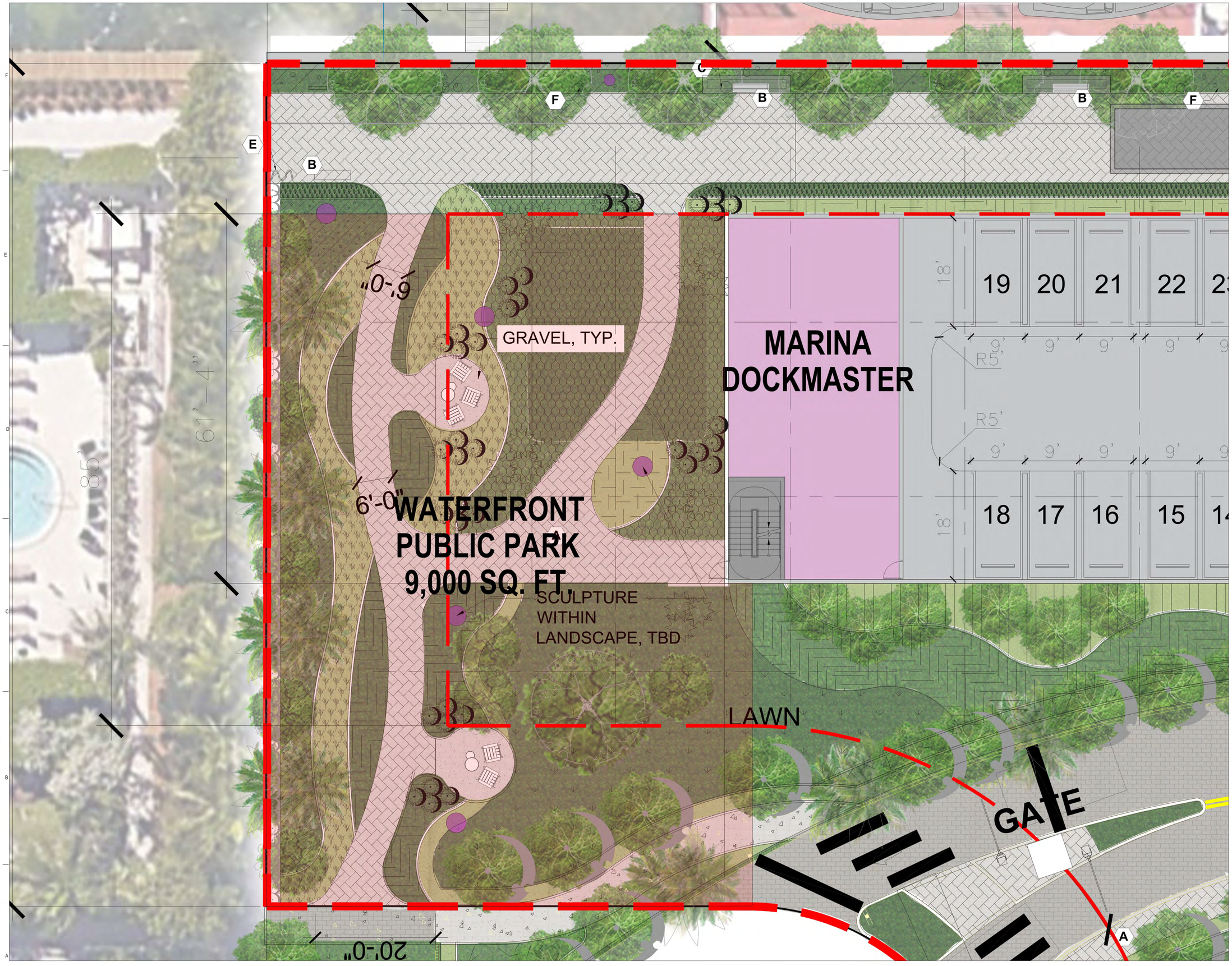
SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
MATERIALS

SCALE:

SHEET NUMBER:

A5-01



8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
PUBLIC PARK & CIVIC SPACE

0 5'
SCALE: 1" = 5"

N

SHEET NUMBER:
A5-02



8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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LIFE SAFETY CONSULTANT:

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OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
RENDERING

SCALE:

SHEET NUMBER:
A9-01



8000
EAST DRIVE

PROJECT ADDRESS:
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OWNER:
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PROJECT STATUS:

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SHEET NAME:
RENDERING

SCALE:

SHEET NUMBER:
A9-02



8000
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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
RENDERING

SCALE:

SHEET NUMBER:
A9-03



8000
EAST DRIVE

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RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
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PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
RENDERING

SCALE:

SHEET NUMBER:
A9-04



8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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8000
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OWNER:
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2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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REVISIONS:

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PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
RENDERING

SCALE:

SHEET NUMBER:
A9-06

Summary of Community Meeting for 8000 East Drive

On June 6, 2025, the informational community meeting for the proposed luxury "Harbor Island" multifamily development (the "Project") to be located at 7946 and 8000 East Drive (the "Property") commenced at approximately 5:05 PM at North Bay Village Hall[1]. The following individuals were in attendance on behalf of the Project Team:

- Amro Zakarni, Laura Tauber, and Harold Lander, Project Management and Ownership- Harbor Island Development Company, LLC
- Mario Garcia-Serra and Teresa Muñiz Project Zoning Counsel- Gunster, Yoakley, & Stewart, P.A.
- Bernardo Fort-Brescia and Kenlong Castillo, Project Architects- Arquitectonica International Corporation
- Kansas Goodrum, Project Traffic Engineer- David Plummer and Associates
- Carmen Belmar, Project Landscape Architect-Witkin Hults + Partners

Development Proposal and SAP Process

Mr. Garcia-Serra opened the meeting with a detailed overview of the Property's current zoning and lot size.[2] He then introduced the proposed project: two 43 story / 498-foot luxury residential towers totaling 364 units, along with 798 parking spaces, 42 renovated boat slips, and a 9,000-square-foot waterfront public park designed for community use and enjoyment. He also explained the application review and approval process pursuant to the Village's Special Area Plan (SAP) regulations, emphasizing that the SAP allows flexibility in design for properties of a particular size in exchange for public benefits—such as parks, infrastructure upgrades, and improved urban design.

Next, Mr. Fort-Brescia guided the residents through exhibits of the existing site and the proposed plan. He noted that the footprint of the two towers covers only 16% of the Property, with the remaining space dedicated to the low-rise parking garage and amenities pedestal inclusive of a terrace garden, a public park, and the proposed Island Walk. A shadow study was presented to address concerns about sunlight and shading, and Mr. Fort-Brescia walked the audience through the proposed Island Walk, internal traffic circulation, and pedestrian pathways. Importantly, he showed that while the Property could accommodate four 312-foot-tall buildings and still meet the code requirements, the proposed design consolidates that massing into two towers which are considerably setback from neighboring buildings and are lower in height than when the four 312-foot-tall buildings are added together. This approach, he explained, significantly reduces the bulk of the development and its impact at street level and maximizes open space—making room for the waterfront public park and moving mass away from neighboring buildings.

[1] A copy of the sign-in sheet showing the residents in attendance is attached as Exhibit A.
[2] A copy of the presentation is attached as Exhibit B.

Mr. Garcia-Serra then spoke about the broader social, environmental, and economic benefits of the project. These include the island walk, public art installations, upgraded seawalls, and a projected trip increase of just 1.5% on East Drive during peak hours leading to a delay increase of just 0.6 seconds, based on the project's traffic analysis. On the financial side, he shared that the Village is expected to receive $18.2 million in fees from the project, with long-term benefits totaling more than $110 million in tax revenue over 20 years. Annual tax contributions are estimated to range between $4 million and $7 million.

The formal presentation concluded at around 5:31 p.m., and residents then engaged in a thoughtful question and answer session.

Attendee Comments

Overall and with a few exceptions, the residents praised the Project's design as thoughtful, beautiful, a vast improvement on the existing conditions, and more favorable than the four-building alternative permitted pursuant to existing zoning regulations. Traffic was the primary concern for several residents in attendance.

Topics of discussion:

- One resident asked how the projected trip increase was calculated and whether the raw data would be shared. Ms. Goodrum, the project's traffic engineer, explained that the study was based on rigorous engineering standards and the projections were based on data from similar projects and evaluated during peak travel times. She confirmed that the raw data would be made available to anyone interested. The resident also expressed concern as to the effect on traffic the increase in density will have on East Drive—both under normal circumstances and specifically during a potential hurricane evacuation—while comparing traffic in North Bay Village to that of neighboring municipalities. The Project Team explained that the proposed density is already allowed pursuant to existing Village Code and Village Commission approval. They also noted that North Bay Village has more stringent traffic standards than neighboring municipalities and assured the residents that the Village's traffic engineer would independently review the findings of the traffic study.
- One resident asked whether the development would allow short-term rentals. The answer was clear: it will not.
- Concerns about the environmental impact of the Project were responded to with information about DERM (Division of Environmental Resources Management) review and confirmation that the project will follow NGBS building standards with guidance from a green building consultant.
- Another resident asked if the development would include affordable or workforce housing. Mr. Garcia-Serra clarified that there is no requirement for affordable or workforce housing on this Property, and that none is included. Similarly, when asked about boat slips on the

east side of the Property, the Project Team confirmed that boat slips are proposed for the west side of the Property only.

- Seawall – The project team acknowledged that the Property's seawall must be replaced in order for the Project to proceed. While not a direct public benefit, a new seawall for such a large property is an overall benefit for the community's resiliency.

- One resident asked about the location of the pool and whether anything would be constructed beneath it. Mr. Fort-Brescia explained that the pool will sit above a four-story parking garage, and that its design is horizontal in nature to reduce the impact of height on the Property's overall appearance.

- One resident stated that the project had many similarities to another Arquitectonica project named Paraiso. Mr. Fort-Brescia walked everyone through the differences. He emphasized that the curvature of the island was the inspiration behind the proposed façade (vs. Paraiso which has more angled breaks with a rectangular footprint). Arquitectonica was careful to respect the sun's light hitting the façade and wanted to create a soft mass in the sky.

- Financial concerns were also addressed. A resident asked whether the Village would bear any costs resulting from the Project's impact on public infrastructure and services. The Project Team explained that impact fees paid prior to the issuance of a building permit are specifically designed to cover those costs and impacts. They also emphasized that all construction loading and staging will take place predominately on-site, minimizing disruption to surrounding streets. When traffic flow came up again, the Project Team took residents through the site plan in more detail, explaining how the design allows for cars to queue within the Property, preventing backups onto East Drive.

- Several residents expressed concern about the height of the towers, fearing they could alter the Village's character. The Project Team acknowledged those concerns and explained that the buildings' mass (or bulk) has more visual impact than their height. Pointing out that is why the plan consolidates the Property's allowable floor area into two towers instead of four. This shift reduces the amount of massing impacting the public realm, increases green space, and reduces interference with air, light, and views. The attendees praised the design and thought it was beautiful.

- A few residents raised the issue of access rights, specifically whether the Bays Water condominium would lose its easement over the private road at the Property's entrance. The Project Team confirmed that the existing easement will remain in place, ensuring continued access for neighboring residents.

SAP Topics

There were also questions about the future of the waterfront park—specifically whether it would be dedicated to the Village and how liability would be handled. The Project Team responded that the park could be transferred to Village ownership, or, in the alternative a perpetual easement granting public access could be provided and that the assumption of liability would be worked out through negotiations. The park fulfills the SAP's civic space requirement and is being developed with public access in mind. A couple of residents advised the Project Team that they may not welcome a park into the neighborhood. Another group of residents that resided in Eloquence on the Bay expressed opposition to the inclusion of the Island Walk.

As the question-and-answer session came to a close, a resident asked when construction would begin and inquired about construction staging. The Project Team shared that, assuming approvals proceed as planned, the project would likely begin around 14-24 months after approval, depending on permitting and pre-construction logistics. The Project Team also reassured the residents that the neighboring properties would not, in their opinion, lose value due to the Project's construction but, instead, be enhanced in value.

The question-and-answer session concluded at approximately 6:20 p.m., with some residents remaining to continue the conversation and ask further questions of the Project Team.

Exhibit A

Community Meeting Attendance List

Harbor Island Development Company LLC

NBV Community Meeting Sign in Sheet

#	Name:	Signature:	Address:	Phone Number:	Email:
1	Harold Lander		2850 Tigertail Ave Miami FL	917 7A 7538	Harold.Lander@RelatedGroup.com
2	Kansas Goodrum	KG	1750 Ponce de Leon Blvd. Coral Gables, FL	305-4470900	Kansas.Goodrum@dplummer.com
3	Mario Garcia-Serra		600 Brickell Ave. Miami, FL 33149	305-376-6098	mgarcia-serra@gunster.com
4	AMIR ZAKARNI		2850 TIGERTAIL AVE, 800 MIAMI, FL 33133	305-533-0078	azakarni@relatedgroup.com
5	Hamid Lambd	H.L.	7945 East drive	786-763 4807	—
6	Martin Ogawa		7934 West Dr. No. 1404 N.B. Village, FL 33141	305-401-4267	martinog@gmail.com
7	Carmen Belmar	Carmen Liz Belmar	1631 S Federal Hwy	786-6909419	carmenb@witkindesign.com
8	Augie Lassater		7929 west Dr.	305-632-6919	augie@augielassater.com
9	ANA WATSON		7945 East Dr		—
10	Alejandra Campins		7928 East Dr. #1504 NBV FL 33141	305-582-7080	alejandracampins@gmail.com
11	Bruce Quinn		7928 E Dr NBV FL 33141	305-785-1161	
12	Nicolas Lorca		7933 West Dr.	305.337.3659	nicland@gmail.com

Harbor Island Development Company LLC

NBV Community Meeting Sign in Sheet

#	Name:	Signature:	Address:	Phone Number:	Email:
13	MARLENE HELLER		7941 EAST DRIVE NBV	786-488-0888	HELLERMARLENE @ YAHOO.COM
14	OMAR ZAI		~~7939~~ 7939 East Dr.	305.799.7650	OMAR@KasparyGroup.com
15	PAMELA SENIZA		7945 EAST DR	305.801.5626	pamelaseniza @gmail.com
16	JENNIFER GARCIA		7945 E. DRIVE	6467096702	JENNIFERESTHER GARCIA @ GMAIL.COM
17	John Jacobson		1441 South Treasure	6468720533	~~JJacobson~~ JJacobson@BlackpearlInc.com
18	FRANCISCO CANESTRI		1091 GRANADA STREET CORAL GABLES	3473712131	FC@CANESTRIANDCO.COM
19	JUAN CARLOS		7928 EAST DR	9545361041	—
20	BRENDA SPERUNDE		7938 EAST DRIVE	305-345-2833	COFFEEPOLICE@AOL.COM
21	MONICA FALLONE		7928 EAST DR	832-2986107	—
22					
23					
24					

Exhibit B

Community Meeting Presentation

HARBOR ISLAND DEVELOPMENT PROJECT

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1. Project Overview
2. SAP Process
3. Site Location
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6. Project Renderings - East View
7 Island Walk & Public Park Definition
8. Island Walk Rendering Viewpoints
9. Island Walk Rendering
   Soutwest corner facing North
10. Island Walk Rendering
    View North facing West
11. Public Park Rendering Viewpoints
12. Public Park Rendering
    South View facing Northwest
13. Tower Height Arrangement Diagrams
14.-17. Sun Studies
18. Seawall
19. Social & Infrastructure Benefits
20. Economic Benefits
21 Questions?

1. PROJECT OVERVIEW

- Zoning RM-70
- Lot Size: 4.12 Acres
- Two 498’ Towers
- Apartments: 364 Units
  (All residential use)
- 798 Parking Spaces
- Marina with 42 Boat Slips
- 9,000 SF waterfront public park
  (5% of total site area required by SAP)
- Area outside of tower footprint is 84%

2. SAP PROCESS



3. SITE LOCATION







4. SITE LOCATION - PHOTOS





5. SITE PLAN & LANDSCAPE



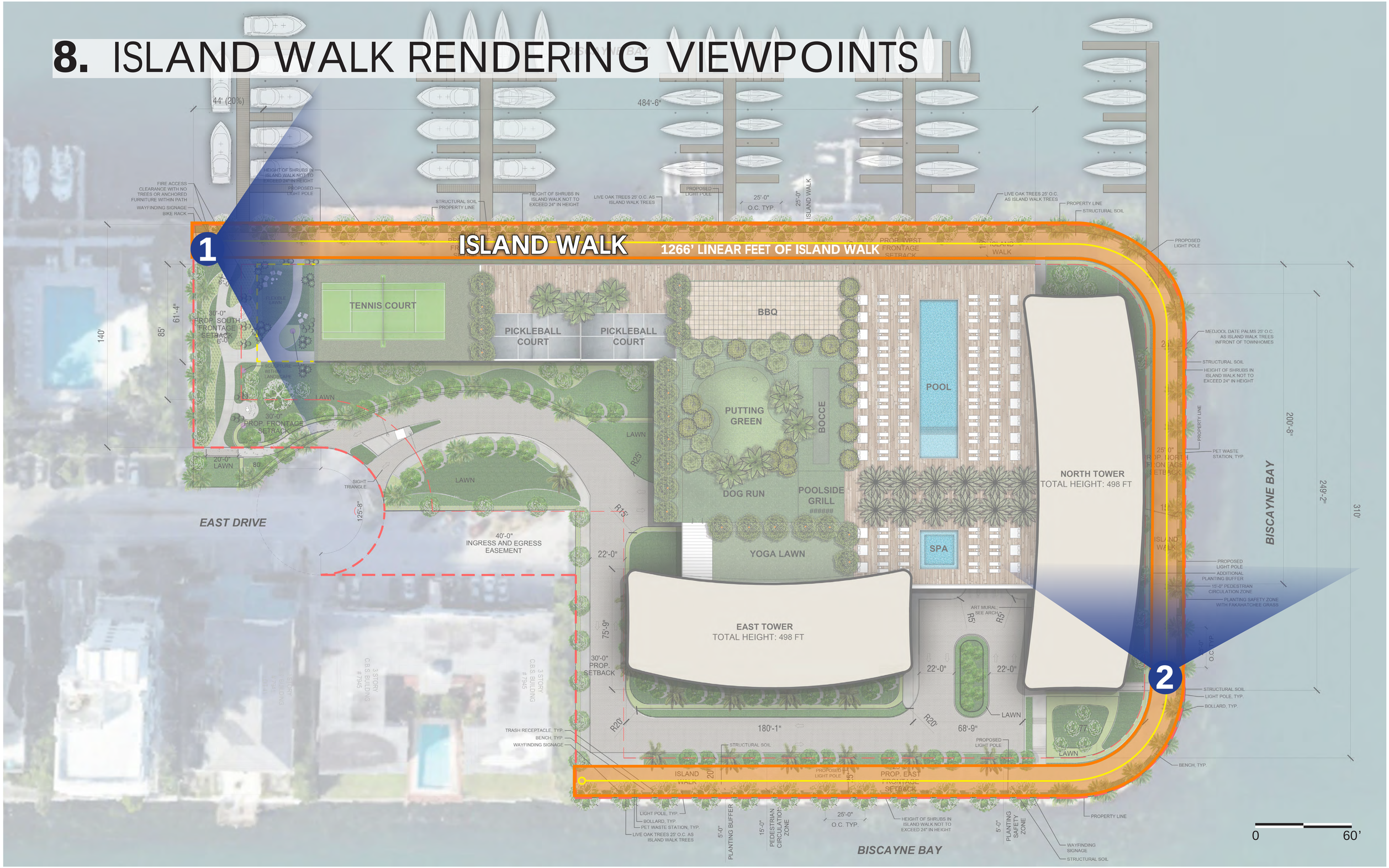
6. PROJECT RENDERING - EAST VIEW



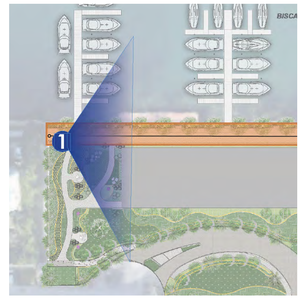
7. ISLAND WALK & PUBLIC PARK DEFINITION



8. ISLAND WALK RENDERING VIEWPOINTS

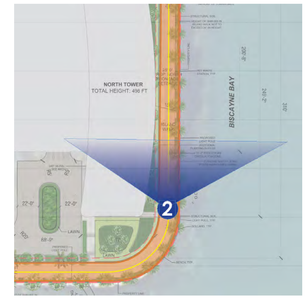


9. ISLAND WALK RENDERING
SOUTHWEST CORNER FACING NORTH



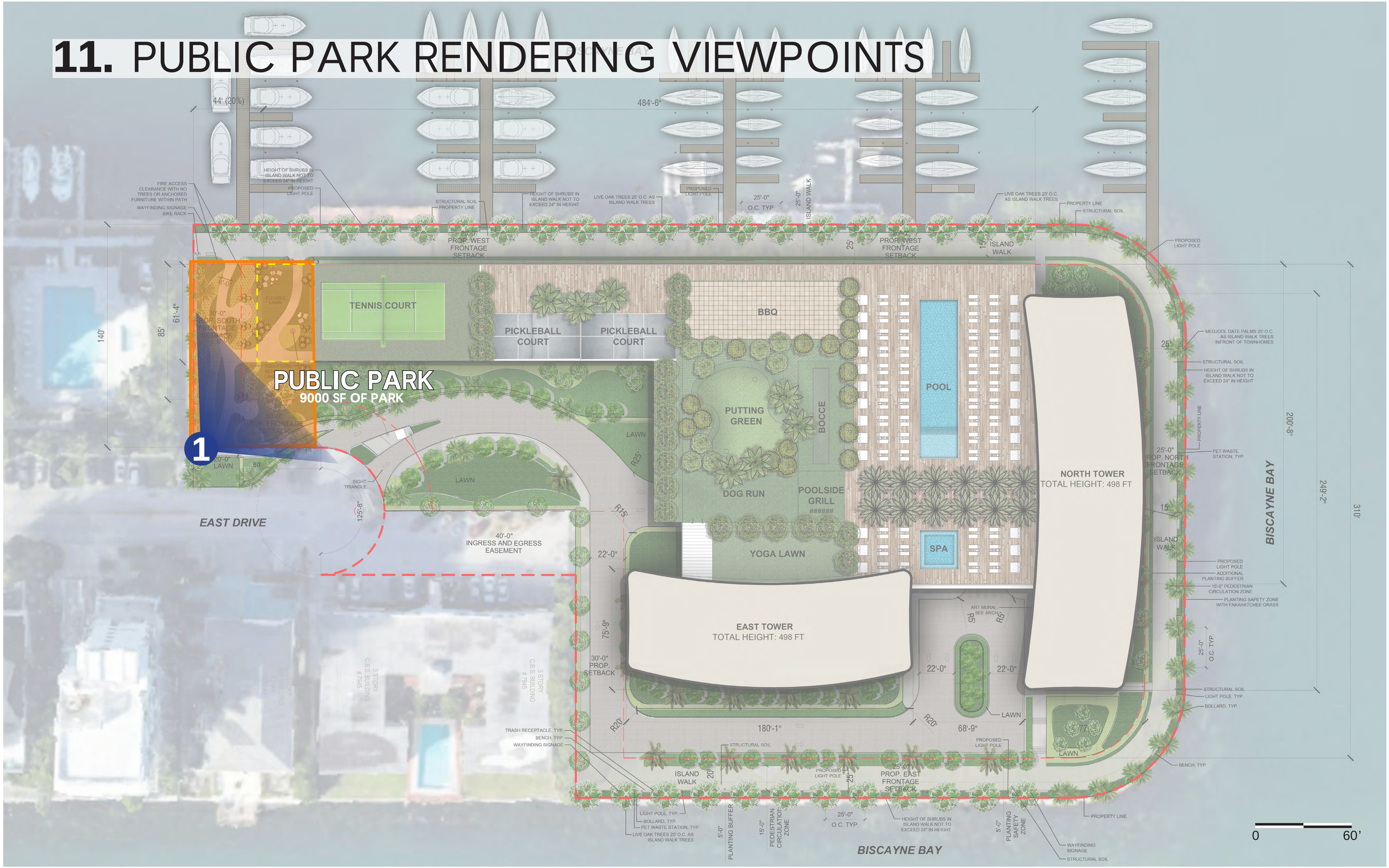


10. ISLAND WALK RENDERING
VIEW NORTH FACING WEST





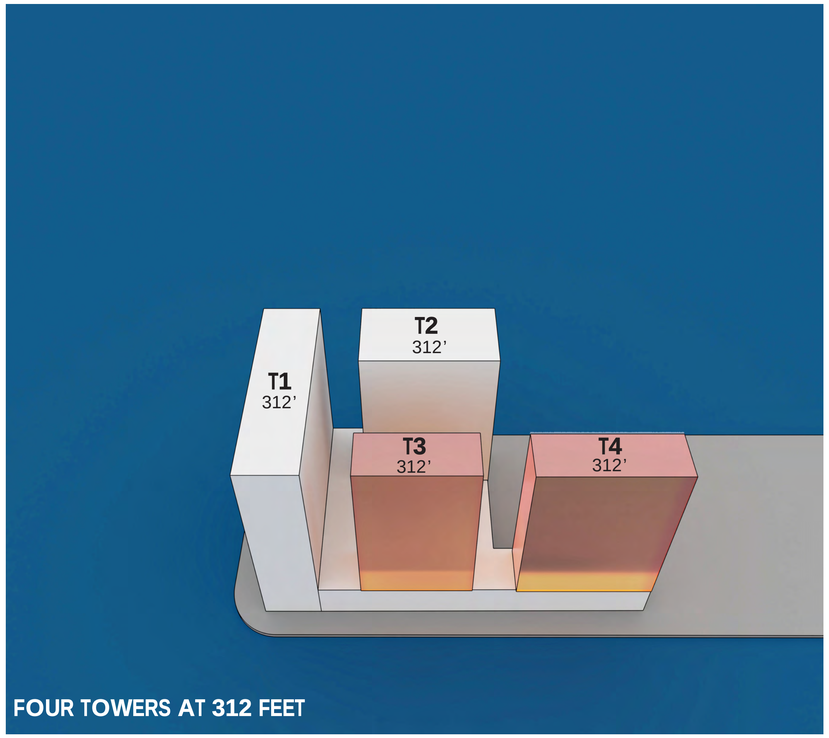
11. PUBLIC PARK RENDERING VIEWPOINTS



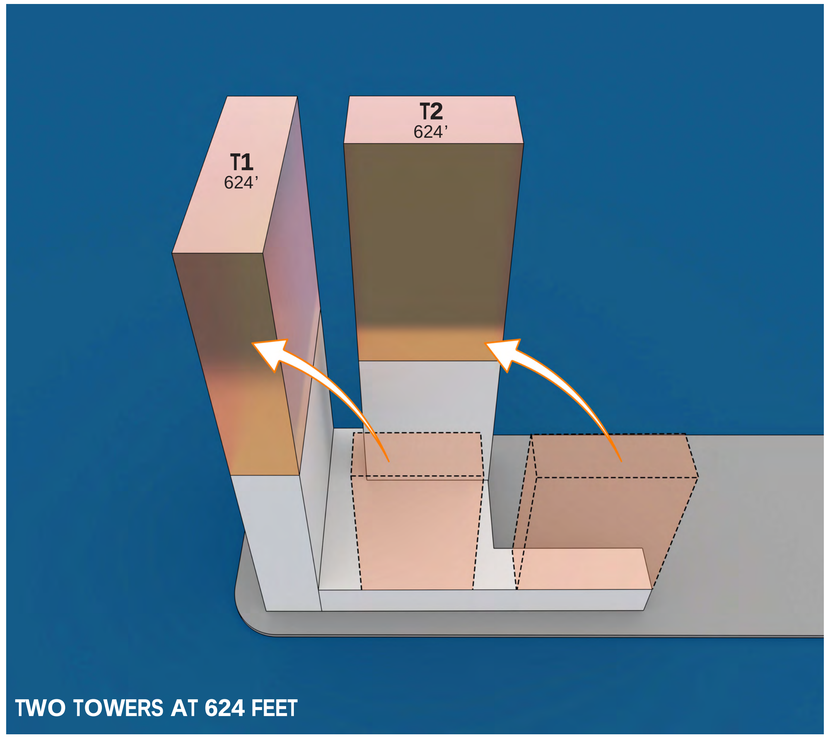
12. PUBLIC PARK RENDERING
SOUTH VIEW FACING NORTHWEST



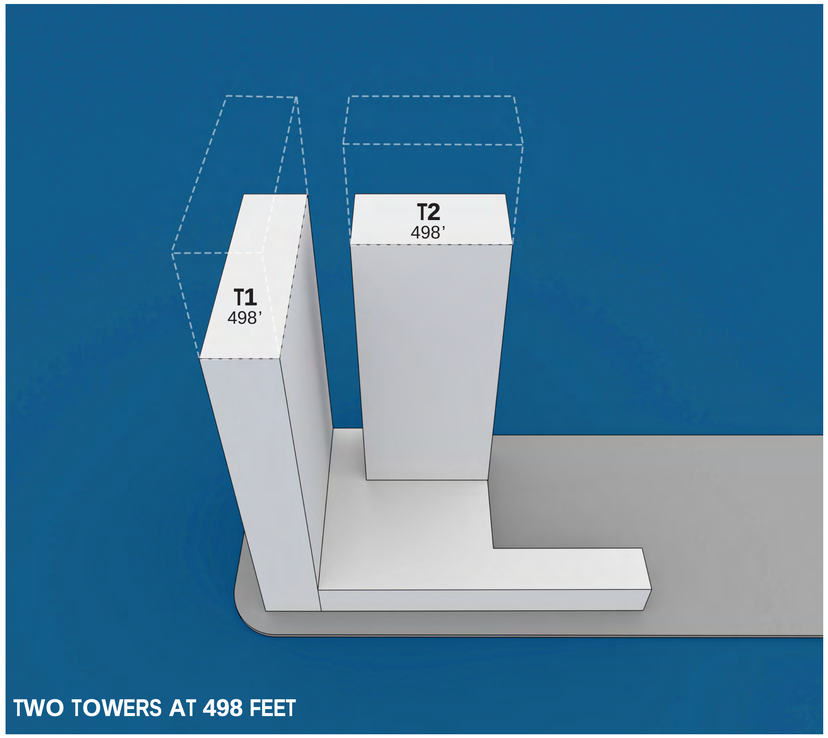
13. TOWER HEIGHT ARRANGEMENT DIAGRAM



FOUR TOWERS AT 312 FEET



TWO TOWERS AT 624 FEET



TWO TOWERS AT 498 FEET

14. SUN STUDY - MARCH (SPRING)













15. SUN STUDY - JUNE (SUMMER)

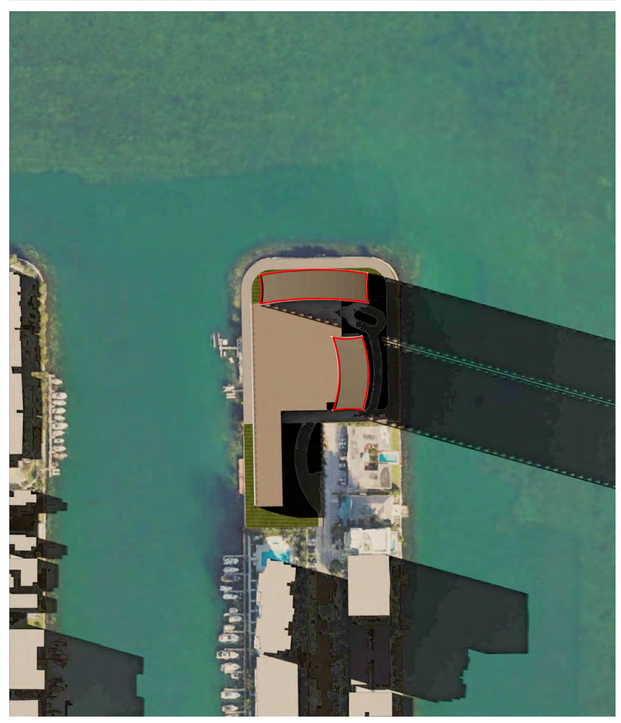












16. SUN STUDY - SEPTEMBER (AUTUMN)









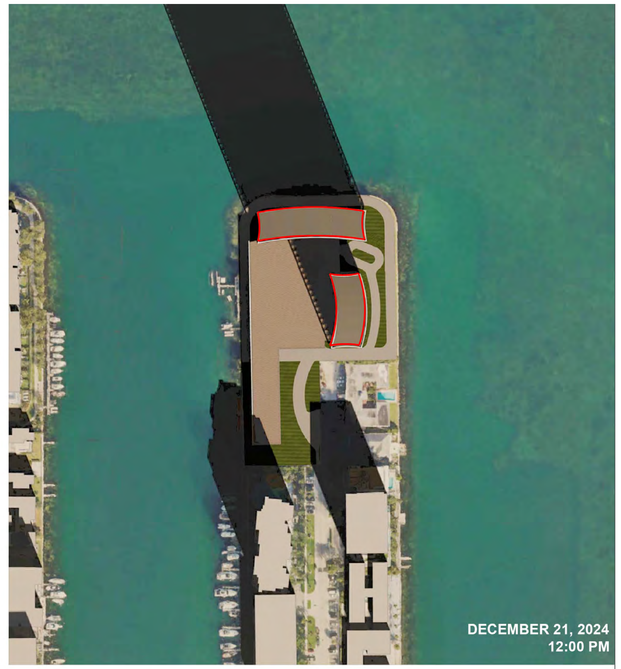




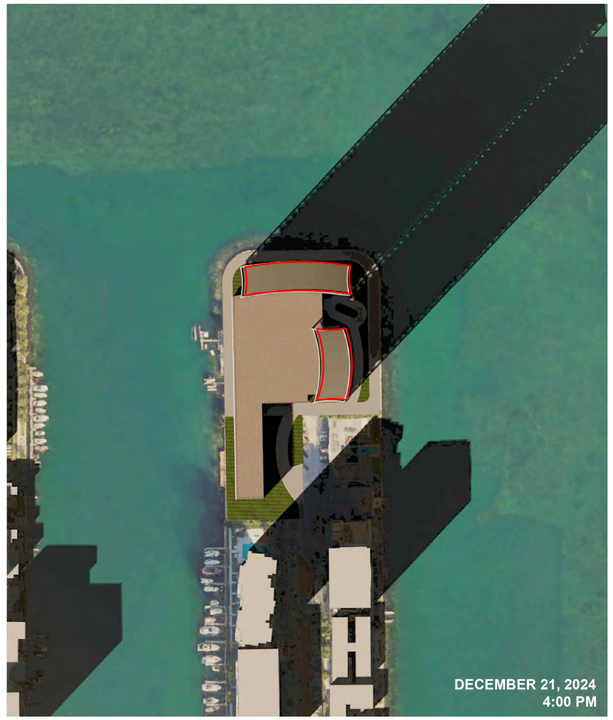
17. SUN STUDY - DECEMBER (WINTER)













18. SEAWALL

- Cost: Upwards of $5 million dollars
- Remaining Life: **Less** than 5 years



Current Site Cracking Conditions





Typical Failure Conditions







19. SOCIAL & INFRASTRUCTURE BENEFITS

1. **Island Walk:** Completion of 1,266 linear feet of Island Walk for public use.
2. **Park:** Building a 9,000 SF public park with features
3. **Public Art:** Incorporation of public art in project
4. **Minimal Traffic Impact:** Meets level of service (LOS). Only 1.5% increase in trips on East Drive (49 cars AM peak hours and 60 cars in PM peak hours) This is a delay increase of 0.6 second.
5. **Residential Use Only:** The site will not be a hotel nor is it zoned as commercial. Residential only.
6. **Parking:** 2.19 spaces per unit, in line or better than typical built standards
7. **Seawall:** Developer will repair aging seawall at a cost of $5 million dollars.
8. **Infrastructure Sufficiency:** Repairs/payments would be made to support water and sewer infrastructure vs. funds from the Village.
9. **Height:** 498’
10. **Density:** 364 units
11. **Sun Study:** Given the location at the tip, shadow is cast at the ocean vs. on neighboring buildings
12. **Aesthetics & Safety:** Replacement of condemned and hazardous structures with safe and code compliant residences.
13. **Geotech:** The proposed towers can be supported on a pile foundation system consisting of augered, cast-in-place (ACIP). The ground floor slab can be supported on grade.

20. ECONOMIC BENEFITS

Immediate Economic Benefits to the Village**:**

A. TDR Purchase: **$10 million already paid** for TDR's used to fund Village Hall

B. Additional Height Payment: **$2.0 million** dollars

C. Anticipated Impact Fees: **$3.2 million** dollars

D. Anticipated Permit Fee: **$3.0 million** dollars

E. Fund Balances/Reserves/Net Assets: **$18.2 million**

- Fee payments are a **100% increase** to the net assets of the village
- **These contributions would be sufficient to fund multiple Village projects**

Long Term Economic Benefits to the Village**:**

A. Expected Total Tax revenue to North Bay Village of **$110.6 million over 20 years**

B. Estimated Yearly Tax Revenue: Increased annual tax revenue to the City of between **$4 million to $7 million per year** for the next 20 years

C. 47% increase in property tax revenue generated by the redevelopment of this site.

D. 11% increase to the overall yearly city revenues

Questions?

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE ZONING OF CERTAIN PARCELS LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030), FROM RM-70 HIGH DENSITY MULTIPLE FAMILY RESIDENTIAL DISTRICT TO "8000 EAST SPECIAL AREA PLAN"; AMENDING THE UNIFIED LAND DEVELOPMENT CODE TO CREATE "APPENDIX D, 8000 EAST SPECIAL AREA PLAN" TO PROVIDE SPECIFIC ZONING REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE.

WHEREAS, the North Bay Village ("Village") Unified Land Development Code ("ULDC") provides procedures for applying for and establishing a Special Area Plans ("SAP"); and

WHEREAS, the purpose of a SAP is to encourage the master planning of assembled parcels that exceed specific thresholds, in order to provide greater integration of improvements and Infrastructure, to enable thoroughfare connectivity, to encourage a variety of building heights, massing and streetscape design, and to provide high quality design elements, to further the intent of the Village Code; and

WHEREAS, to further the intent of the Special Area Plan, the procedures and criteria pertaining to SAPs, established in Sec. 4.19 of the ULDC expand the applicability of SAPs to qualifying properties located within the RM-70 High-Density Multifamily Residential zoning district, and allow greater flexibility in the allocation of development capacity and height within a SAP to promote public access to the waterfront and improve public parks in order to and incentivize public waterfront access, and to expand open space, and to enhance its public parks to better address the recreational and open space needs of its residents; and

WHEREAS, pursuant to the provisions of Sec. 4.19, the single or multiple owner(s) of abutting properties in the RM-70 zoning districts, limited to properties that have received TDRs, may apply for an SAP approval, provided they meet a minimum acreage requirement 1.75 acres; and

WHEREAS, pursuant to Sections 4.16 and 4.19 of the ULDC, an applicant seeking a rezoning to a Special Area Plan may propose development parameters specific to development within the Special Area Plan as an amendment to the ULDC, while regulations of the underlying zoning that are not otherwise addressed by the SAP remain in effect; and

WHEREAS, Harbor Island Development Company, LLC, owner of the properties located at 8000 East Drive and 7946 East Drive, both zoned RM-70, which together comprise 4.122 acres of real property, legally described in the attached Exhibit "A" and depicted in the attached Exhibit "B", has submitted an application for a Special Area Plan under the provisions of Sec. 4.19; and

WHEREAS, the Applicant is seeking:

1) a rezoning of the Property from RM-70 Zoning District to "8000 East SAP" ("8000 East SAP");
2) adoption of a corresponding ULDC text amendment in the form of Appendix "D", which includes a regulating plan and regulations for the development of the Property, a copy of which is attached hereto and incorporated herein as Exhibit "C" ("Appendix D 8000 East Special Area Plan"); and

WHEREAS, Staff has reviewed the application for the rezoning of the Property from the "RM-70 High Density Multiple Family Residential District" to the "8000 East Special Area Plan" and the proposed Appendix D (also known as the "8000 East SAP"), and determined that the requests satisfy the conditions of Sections 4.2, 4.18 and 4.19 of the ULDC, and recommends approval of the rezoning and the proposed Appendix D to the ULDC; and

WHEREAS, on July 2, 2025, at a duly noticed public hearing, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, reviewed this Ordinance, found that it is consistent with the Village's Comprehensive Plan, and recommended approval; and

WHEREAS, this Ordinance was presented to the Village Commission in two readings, with the public hearing conducted for second reading on _____, 2025; and

WHEREAS, after due notice and hearing, the Mayor and Commission find that adoption of this Ordinance is [consistent/not consistent] with the Village's Comprehensive Plan, the Village's ULDC, and the Florida Community Planning Act; [implements/does not implement] the pillars and goals of the NBV100 Master Plan; and [is/is not] in the best interest and welfare of the Village.

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

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending the Zoning. That the Village Commission hereby [approves/approves with conditions/denies] a rezoning of the Property described in Exhibits "A" and "B", attached hereto and incorporated herein, comprising approximately 4.122 acres (179,536 sq. ft.), from "RM-70 High Density Multiple Family Residential District" to "8000 East Special Area Plan."

Section 3. Amending the Unified Land Development Code. That the Unified Land Development Code of North Bay Village, Florida, is hereby amended as provided in the attached Exhibit ”C”, which is incorporated herein and made a part hereof by this reference, to provide for an Appendix D, which includes a regulating plan and regulations for the development of the Property, and shall be referred to as “Appendix D” or the “8000 East Special Area Plan,” which shall apply to the Property zoned “8000 East Special Area Plan.”

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Codification. That it is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village’s Code of Ordinances, and that the sections of this Ordinance may be renumbered or realtered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 6. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 7. Binding Effect. That the Property described in Exhibit “A” and depicted in Exhibit “B”, attached hereto and incorporated herein, shall be subject to the regulations set forth in Appendix D, which is attached hereto as Exhibit “C”, and any other non-conflicting land development regulations. This ordinance shall be binding on the Applicant and any successors and assigns with any interest in the Property.

Section 8. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading. This Ordinance shall automatically cease to have any force, effect, or applicability with respect to new development but shall continue to apply to then-existing development upon the termination or expiration of the Development Agreement.

PASSED on first reading on the _____.

PASSED AND ADOPTED on second reading on the ____ day of_____, 2025.

_____
Rachel Streitfeld, 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 Rachel Streitfeld	___
Vice Mayor Goran Cuk	___
Commissioner Doris Acosta	___
Commissioner Richard Chervony	___
Commissioner Andrew Rotondaro	___

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

TRACT B, LESS THE SOUTH 160.00 FEET THEREOF, HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44 AT PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

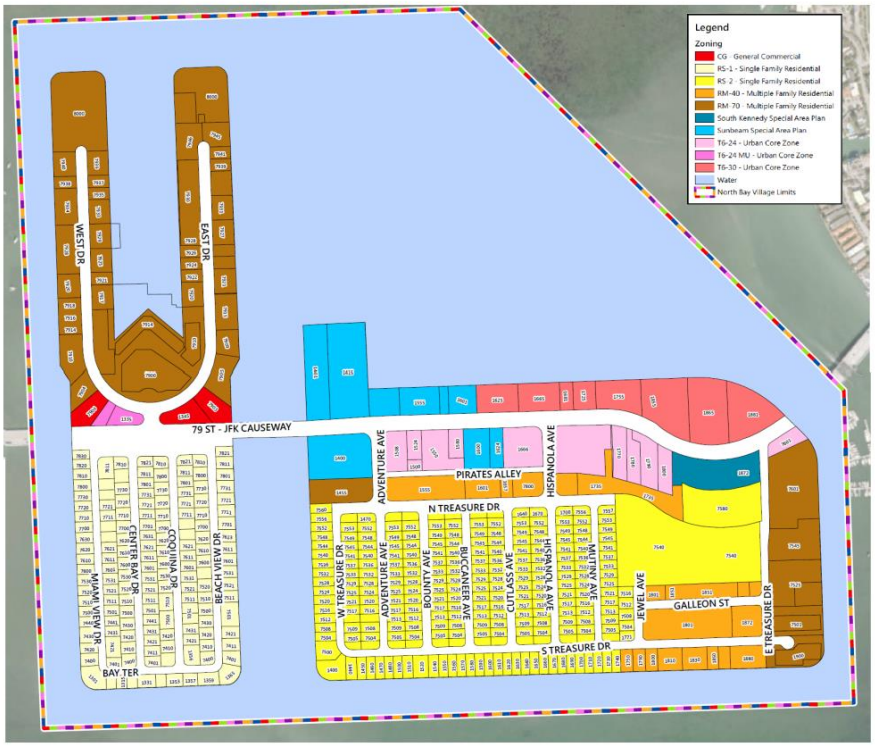
AND

THE WEST 40.00 FEET OF THE EAST 1/2 OF THE SOUTH 160.0 FEET OF TRACT "B", HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44 AT PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

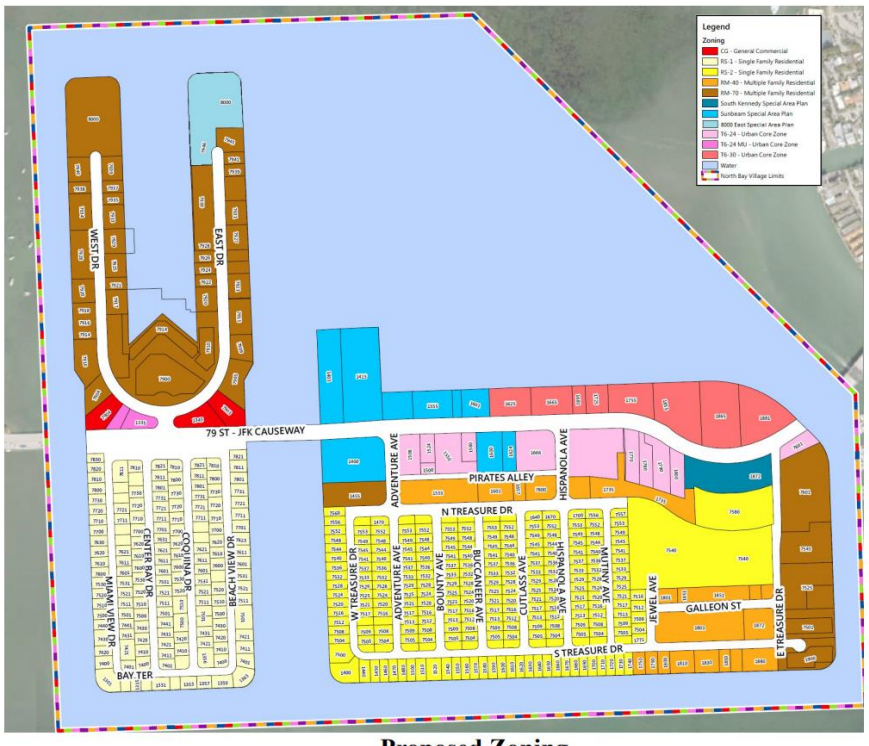
PARCEL 2:

LOT 63, AND THE SOUTH 160 FEET OF THE WEST 1/2 OF TRACT B OF HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44 AT PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT "B"
SKETCH



Existing Zoning



Proposed Zoning

EXHIBIT "C"
APPENDIX D

8000 East Special Area Plan

1. General requirements

A. Title. This appendix shall be known as the 8000 East Special Area Plan Form-Based Code or "8000 East SAP"

B. Purpose and intent. The 8000 East SAP is intended to allow for the coordinated planning of a large parcel of land, enable better integration of public infrastructure such as sidewalks, civic spaces, and parks, promote connectivity between different areas of the development, provide greater flexibility in design elements to allow for a more creative and specialized building and streetscape aesthetics, and achieve higher quality development all while adhering to the overall vision and intent of the ULDC and the Village's Comprehensive Plan.

C. Applicability.
1. The 8000 East SAP provides for an optimal set of development regulations that may be voluntarily employed in the residential development of lands located within geographical limits of the 8000 East SAP shown on the official zoning map and indicated on Figure 1 above.
2. All regulations of the underlying zoning district shall apply. Where the underlying zoning district and the 8000 East SAP both apply, the 8000 East SAP shall govern.
3. If a property owner should elect not to develop under these optional regulations, only the regulations of the underlying zoning district shall apply.

D. Approval. In order to approve an application, the Village Commissions hall find that the development proposed:
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 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.

E. Height.
1. The maximum building height is 43 stories and 500 Feet to the top of the roof level of level 43.
2. The maximum additional height allowed for mechanical equipment, including but not limited to, cooling towers, is an additional 25 feet.

F. Parking Requirements.
1. A minimum of 2 parking space is required per dwelling unit.

G. Marina Requirements.
1. A marina may be constructed up to 150 feet perpendicular from the seawall or shoreline.

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON JULY 15, 2025 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE ZONING OF CERTAIN PARCELS LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030), FROM RM-70 HIGH DENSITY MULTIPLE FAMILY RESIDENTIAL DISTRICT TO "8000 EAST SPECIAL AREA PLAN"; AMENDING THE UNIFIED LAND DEVELOPMENT CODE TO CREATE "APPENDIX D, 8000 EAST DRIVE SPECIAL AREA PLAN" TO PROVIDE SPECIFIC ZONING REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH SHOMA NORTH BAY VILLAGE, LLC RELATING TO THE DEVELOPMENT OF A MIXED-USE DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 1872 79TH STREET CAUSEWAY; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/ APPROVING WITH CONDITIONS/DENYING] A VARIANCE APPLICATION BY DEMIS ALAIN RODRIGUEZ FOR PROPERTY LOCATED AT 7821 BEACH VIEW DRIVE (FOLIO NO. 23-3209-008-0230) TO ALLOW A FENCE HEIGHT OF NINE (9) FEET WITHIN THE REQUIRED REAR SETBACK, WHERE SECTION 8.17.F.2.A OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) LIMITS WALL AND FENCE HEIGHTS TO SIX (6) FEET; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE YOU MAY JOIN THE ZOOM MEETING AT: **MEETING ID: 891 2658 3746**
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

Legal Ads and Public Notices

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SELECTED FILTERS

North Bay Village X Clear Filters

Sort By: Newest

Notice of Public Hearing - Regular Commission Meeting

North Bay Village | Publish Date: Jul 2, 2025

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON JULY 15, 2025 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:

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that North Bay Village will hold Public Hearings at Village Hall, Commission Chambers, 1666 Kennedy Causeway, Suite 101, North Bay Village, FL 33141, as follows:

Planning & Zoning Board
July 2, 2025, at 6:00 PM

Village Commission
July 15, 2025, at 6:00 PM *(Ordinance on First Reading)*
**A Second Reading / Public Hearing will be required*

The purpose of the Public Hearings is to consider a Special Area Plan (SAP) application for the subject location:

APPLICANT: Harbor Island Development Company, LLC

LOCATION: 7946 and 8000 East Drive, North Bay Village, FL 33141[1]

SITE PLAN, SPECIAL AREA PLAN, REZONING, AND TEXT AMENDMENT APPLICATION:
The applicant is seeking the Village's review and approval to move forward with a multi-family development on two parcels located at 7946 and 8000 East Drive, totaling approximately 4.12 acres. The proposed project includes 364 residential units with one to four-bedroom configurations, a marina, and a 9,000-square-foot public waterfront park and civic space. The Special Area Plan application seeks a rezoning and modifications to the Unified Land Development Code specific to the properties.

All interested parties are encouraged to participate by either appearing at the public hearing(s) or by sending written comments in advance of the hearing (s) to:

North Bay Village
Office of the Village Clerk
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Email: publicomments@nbvillage.com

The Board or Commission may continue or defer the hearing to a new date and time certain without further notice provided the date and time of the continuance or deferral is announced at the hearing. Information regarding the proposed request and/or project is available at the Village Clerk's office during normal business hours. The Village Clerk can be reached at 305-756-7171. The meeting agenda and supporting documentation will be available online at https://northbayvillage-fl.gov/agendas-minutes/

Pursuant to Section 286.0105, Florida Statutes if any person decides to appeal any decision made by the Board or Commission with respect to any matter considered at the meeting or hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990 (ADA), persons needing special accommodations to participate in these proceedings should contact the Village Clerk's Office for assistance at (305) 756-7171, no later than four (4) business days prior to such proceeding.

Alba L. Chang, CMC
Village Clerk

[1] The parcels are identified as Folios 23-3209-001-0030 and 23-3209-001-0020 by the Miami-Dade County Property Appraiser.

The Zoning Specialists Group, Inc.

June 20, 2025

North Bay Village
Planning & Zoning Department
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

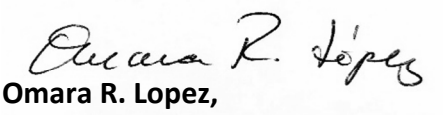
To whom it may concern:

This is to notify your office that on Friday June 20th, 2025, the following notice was mailed out:

Planning & Zoning Board Village Commission
July 2, 2025, at 6:00 PM July 15, 2025, at 6:00 PM *(Ordinance on First Reading)*
**A Second Reading / Public Hearing will be required*
The purpose of the Public Hearings is to consider a Special Area Plan (SAP) application for the subject location:
APPLICANT: Harbor Island Development Company, LLC
LOCATION: 7946 and 8000 East Drive, North Bay Village, FL 331411
SITE PLAN, SPECIAL AREA PLAN, REZONING, AND TEXT AMENDMENT APPLICATION:
The applicant is seeking the Village's review and approval to move forward with a multi-family development on two parcels located at 7946 and 8000 East Drive, totaling approximately 4.12 acres. The proposed project includes 364 residential units with one to four-bedroom configurations, a marina, and a 9,000-square-foot public waterfront park and civic space. The Special Area Plan application seeks a rezoning and modifications to the Unified Land Development Code specific to the properties.

Total number pieces: 210

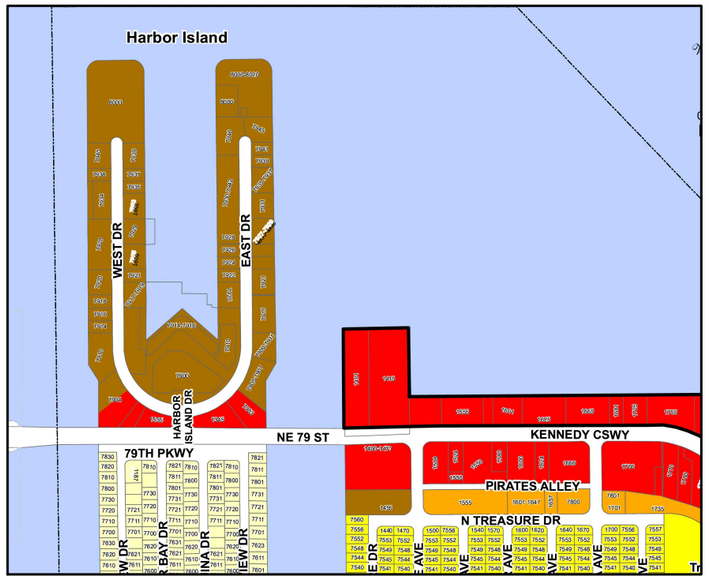
Sincerely,
The Zoning Specialists Group, Inc.



Omara R. Lopez,
For the Firm

7729 NW 146th Street • Miami Lakes, FL 33016
Phone: 305 828-1210
www.thezoningspecialistsgroup.com

NORTH BAY VILLAGE ZONING MAP



LOCATION: 7946 and 8000 East Drive, North Bay Village, FL 33141

FOLIO NUMBERS: 23-3209-001-0020 and -0030

PREPARED FOR: HARBOR ISLAND DEVELOPMENT COMPANY LLC.

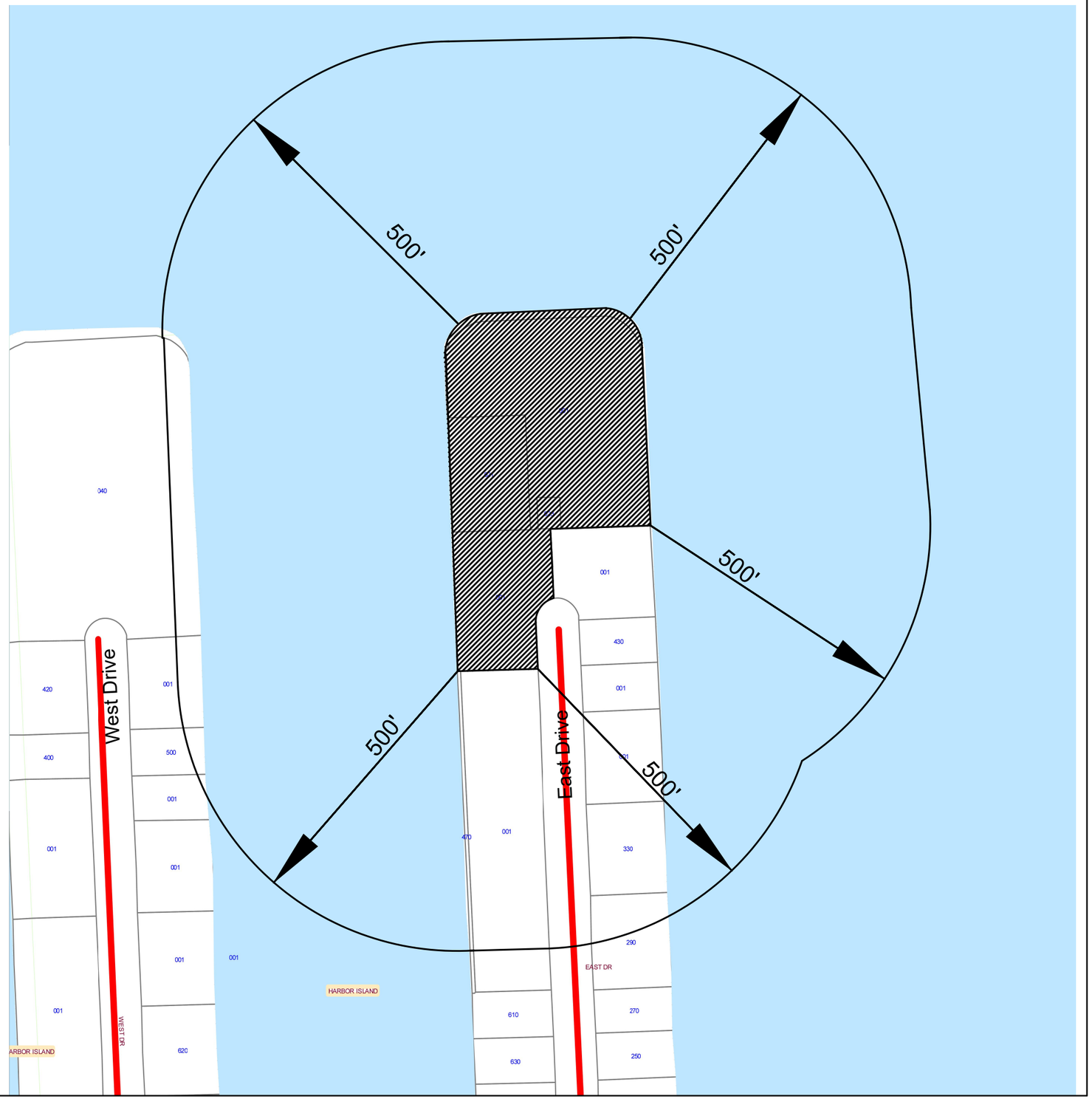
ORDER: 250515
DATE: May 22, 2025

N W E S

SCALE: 1"= 200'

The Zoning Specialists Group, Inc.
7729 NW 146th Street
Miami Lakes FL 33016
Ph: (305) 828-1210
www.thezoningspecialistsgroup.com

500-FOOT RADIUS MAP:



The Zoning Specialists Group, Inc.

May 22, 2025

North Bay Village
Planning & Zoning Department
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

RE: Property Owners List within 500 feet of:

LOCATION: 7946 and 8000 East Drive, North Bay Village, FL 33141
FOLIO NUMBERS: 23-3209-001-0020 and -0030

PREPARED FOR: HARBOR ISLAND DEVELOPMENT COMPANY LLC.
ORDER: 250515

Total number of property owners without repetition: 210

This is to certify that the attached ownership list, map and mailing matrix is a complete and accurate representation of the real estate property and property owners within 500 feet of the subject property listed above. This reflects the most current records on the file in Miami-Dade County Tax Assessor's Office.

Sincerely,
THE ZONING SPECIALISTS GROUP, INC.

Omara R. Lopez
For the Firm

OWNERS LIST

THE FOLLOWING ARE PROPERTY OWNERS WITHIN A 500-FOOT RADIUS OF THE FOLLOWING LEGALLY DESCRIBED PROPERTY

LOCATION: 7946 and 8000 East Drive, North Bay Village, FL 33141
FOLIO NUMBERS: 23-3209-001-0020 and -0030

PREPARED FOR: HARBOR ISLAND DEVELOPMENT COMPANY LLC.
ORDER: 250515

Eloquence On The Bay Condo Unit 1103 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #1103 Folio number: 2332090600420	Adrian Calabuig Orsi Los Cipreses 46 Los Bosques Colina Rm, Chile
8-9 53 42 Harbor Island PB 44-72 Lots 27 & 29 Property address: 7927 East Dr Folio number: 2332090010290	7927/7931 East Drive Property Holdings LLC PO Box 96702 Maple Ontario L6a0a2, Canada
Harbor Island PB 44-72 Lots 31 & 33 Property address: 7931 East Dr Folio number: 2332090010330	7927/7931 East Drive Property Holdings LLC PO Box 96702 Maple Ontario L6a0a2, Canada
Cielo On The Bay Condo Unit 1104 Bldg 4 Undiv 2.7047686% Int In Common E Property address: 7935 East Dr, #1104 Folio number: 2332090590280	John Garcea Trs Garcea Family Vacation Tr Mable Maria Garcea Trs 432 Moore Rd Province Manitoba R2p 2W4, Canada
Eloquence On The Bay Condo Unit 1601 Undiv 1.591% Int In Common Elements Property address: 7928 East Dr, #1601 Folio number: 2332090600140	Nf Karmali Bros LLC 50 Parisienne Rd Woodbridge On L4h 0V4, Canada
Eloquence On The Bay Condo Unit 1203 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #1203 Folio number: 2332090600430	John Tsoumaris 100 Union St Toronto Ontario, Canada
Eloquence On The Bay Condo Unit 406 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #406 Folio number: 2332090600800	Michael Vitale Joanna Liberata Vitale 32 Manor Glen Cres Mount Albert On L0g 1M0, Canada
Eloquence On The Bay Condo Unit 1208 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #1208 Folio number: 2332090601160	Sonny Martorana Trs Sonny Martorana Liv Trust Janie Ethier Trs 1081 Proulx Pointe Calumet Qc J0n 1G3, Canada

Eloquence On The Bay Condo Unit 305 Undiv 0.899% Int In Common Elements
Property address: 7928 East Dr, #305
Folio number: 2332090600640

Jason Wu Angela Samakovlis
PO Box 479
Subiaco Western Australia 6904,
Australia

Harbor Island PB 44-72 All Of Trac B Less S160ft
Property address: 8000 East Dr
Folio number: 2332090010020

Treasure Island Dev Co LLC
400 Park Ave
New York, NY 10022-4406

Harbor Island PB 44-72 The West 40Ft Of The S160ft Of E180ft Of Tr B
Property address: 8000 East Dr
Folio number: 2332090010024

Bay Four Inc
20700 W Dixie Hwy
Miami, FL 33180-1146

8-9 53 42 Harbor Island PB 44-72 S160ft Of W180ft Of Tr B & Lot 63
Property address: 7946 East Dr
Folio number: 2332090010030

Nbv Majestic Isles LLC
333 SE 2nd Ave Ste 4400
Miami, FL 33131-2184

8-9 53 42 4.51 Ac Harbor Island PB 44-72 Tract C

Property address: 8000 West Dr
Folio number: 2332090010040

8000 West Drive Ground Owner LLC
C/O Safehold Inc
1114 Avenue Of The Americas
New York, NY 10036-7703

8-9 53 42 Harbor Island PB 44-72 Lot 41
Property address: 7941 East Dr
Folio number: 2332090010430

Robmar Miami LLC
PO Box 403489
Miami Beach, FL 33140-1489

Harbor Island PB 44-72 Lot 68
Property address: 7937 West Dr
Folio number: 2332090010500

Jacob Waterfront Properties LLC
1177 NW 81st St
Miami, FL 33150-2739

Chateau Isle Co-Op Harbor Island PB 44-72 Lots 64 & 66
Property address:
Folio number: 2332090220001

Chateau Isle Inc
P.O. Box 668083
Miami, FL 33166

Harbor Island PB 44-72 Lots 64 & 66 Chateau Isle Co-Op Apt 101
Property address: 7941 West Dr, #101
Folio number: 2332090220010

Patricia Diaz Jennifer Davidson
7941 West Dr Apt 101
Miami, FL 33139

Harbor Island PB 44-72 Lots 64 & 66 Chateau Isle Co-Op Apt 102
Property address: 7941 West Dr, #102
Folio number: 2332090220020

Edward Van Ekeris
7941 West Dr Apt 102
North Bay Village, FL 33141-5589

Harbor Island PB 44-72 Lots 64 & 66 Chateau Isle Co-Op Apt 103
Property address: 7939 West Dr, #103
Folio number: 2332090220030

Carl Scott Hummel
7939 West Dr Apt 103
North Bay Village, FL 33141-5588

Harbor Island PB 44-72 Lots 64 & 66 Chateau Isle Co-Op Apt 104
Property address: 7939 West Dr, #104
Folio number: 2332090220040

Satoko Umeda
7939 West Dr Apt 104
North Bay Village, FL 33141-5588

Harbor Island PB 44-72 Lots 64 & 66 Chateau Isle Co-Op Apt 201
Property address: 7941 West Dr, #201
Folio number: 2332090220050

Roberto Jose Cutillas Garcia
1902 Orchard Dr
Apopka, FL 32712-2404

Harbor Island PB 44-72 Lots 64 & 66 Chateau Isle Co-Op Apt 202
Property address: 7941 West Dr, #202
Folio number: 2332090220060

Alan I Weiner Miriam Weiner
7941 West Dr Apt 202
North Bay Village, FL 33141-5589

Harbor Island PB 44-72 Lots 64 & 66 Chateau Isle Co-Op Apt 203
Property address: 7939 West Dr, #203
Folio number: 2332090220070

Jose Luis Moll Diaz
7939 West Dr Apt 203
North Bay Village, FL 33141-5588

Harbor Island PB 44-72 Lots 64 & 66 Chateau Isle Co-Op Apt 204
Property address: 7939 West Dr, #204
Folio number: 2332090220080

Carolina Burgos
7939 West Dr Apt 204
North Bay Village, FL 33141-5588

Harbor Island PB 44-72 Lots 64 & 66 Chateau Isle Co-Op Apt 301
Property address: 7941 West Dr, #301
Folio number: 2332090220090

Allan M Maquieira
7941 West Dr Apt 301
North Bay Village, FL 33141-5589

Harbor Island PB 44-72 Lots 64 & 66 Chateau Isle Co-Op Apt 302
Property address: 7941 West Dr, #302
Folio number: 2332090220100

Alan L Andai
7941 West Dr Apt 302
North Bay Village, FL 33141-5589

Harbor Island PB 44-72 Lots 64 & 66 Chateau Isle Co-Op Apt 303
Property address: 7939 West Dr, #303
Folio number: 2332090220110

Jaime Baker
7939 West Dr Apt 303
North Bay Village, FL 33141-5588

Harbor Island PB 44-72 Lots 64 & 66 Chateau Isle Co-Op Apt 304
Property address: 7939 West Dr, #304
Folio number: 2332090220120

Edgar Abada
7939 West Dr Apt 304
North Bay Village, FL 33141-5588

Bays Water Condo Harbor Island PB 44-72 The S160ft Of The E140ft Of Tr B

Property address:
Folio number: 2332090320001

Bays Water Condo Assn
C/O Nautica Management
PO Box 41-4331
Miami Beach, FL 33141

Bays Water Condo Unit 101 Undiv 5.29% Int In Common Elements
Property address: 7945 East Dr, #101
Folio number: 2332090320010

Lilian Tereza Saud Jose A Saud
7945 East Dr Apt 101
North Bay Village, FL 33141-3303

Bays Water Condo Unit 201 Undiv 5.29% Int In Common Elements
Property address: 7945 East Dr, #201
Folio number: 2332090320020

Sondra Shumaker
7945 East Dr Apt 201
North Bay Village, FL 33141-3304

Bays Water Condo Unit 301 Undiv 5.29% Int In Common Elements
Property address: 7945 East Dr, #301
Folio number: 2332090320030

Luis Lentijo
7945 East Dr Apt 301
North Bay Village, FL 33141-3305

Bays Water Condo Unit 102 Undiv 4.75% Int In Common Elements
Property address: 7945 East Dr, #102
Folio number: 2332090320040

Juan Castro
7945 East Dr Apt 102
North Bay Village, FL 33141-3303

Bays Water Condo Unit 202 Undiv 4.75% Int In Common Elements
Property address: 7945 East Dr, #202
Folio number: 2332090320050

Hannah Lombardo
7945 East Dr Apt 202
North Bay Village, FL 33141-3304

Bays Water Condo Unit 302 Undiv 4.75% Int In Common Elements
Property address: 7945 East Dr, #302
Folio number: 2332090320060

Real Deal LLC
150 SE 2nd Ave Ste 1408
Miami, FL 33131-1582

Bays Water Condo Unit 104 Undiv 5.03% Int In Common Elements
Property address: 7945 East Dr, #104
Folio number: 2332090320070

Nelly & Ana Watson
7945 East Dr Apt 104
North Bay Village, FL 33141-3303

Bays Water Condo Unit 204 Undiv 4.81% Int In Common Elements
Property address: 7945 East Dr, #204
Folio number: 2332090320080

Domus Ap LLC
7945 East Dr Apt 204
North Bay Village, FL 33141-3304

Bays Water Condo Unit 304 Undiv 4.81% Int In Common Elements
Property address: 7945 East Dr, #304
Folio number: 2332090320090

Jennifer Esther Garcia
7945 East Dr Apt 304
North Bay Village, FL 33141-3306

Bays Water Condo Unit 105 Undiv 3.38% Int In Common Elements

Property address: 7945 East Dr, #105
Folio number: 2332090320100

Gladys V Rodriguez Perez
Roberto R Rodriguez Ana Ibis Lanier
1356 Biarritz Dr
Miami Beach, FL 33141-3636

Bays Water Condo Unit 205 Undiv 5.77% Int In Common Elements
Property address: 7945 East Dr, #205
Folio number: 2332090320110

Marcelo Netto Carlos A Rodrigues
7945 East Dr Apt 205
North Bay Village, FL 33141-3305

Bays Water Condo Unit 305 Undiv 5.77% Int In Common Elements
Property address: 7945 East Dr, #305
Folio number: 2332090320120

Katharina Oos
7945 East Dr Apt 305
North Bay Village, FL 33141-3306

Bays Water Condo Unit 106 Undiv 3.00 % Int In Common Elements
Property address: 7945 East Dr, #106
Folio number: 2332090320130

Osmany Prada
1385 Marseille Dr
Miami Beach, FL 33141-3606

Bays Water Condo Unit 206 Undiv 3.22 % Int In Common Elements
Property address: 7945 East Dr, #206
Folio number: 2332090320140

Michael Cariglio
9056 Byron Ave
Surfside, FL 33154-3238

Bays Water Condo Unit 306 Undiv 3.22% Int In Common Elements
Property address: 7945 East Dr, #306
Folio number: 2332090320150

Alpha LLC
7945 East Dr Apt 306
North Bay Village, FL 33141-3306

Bays Water Condo Unit 107 Undiv 3.00% Int In Common Elements
Property address: 7945 East Dr, #107
Folio number: 2332090320160

Bays Water Condo Unit 207 Undiv 3.00% Int In Common Elements
Property address: 7945 East Dr, #207
Folio number: 2332090320170

Bays Water Condo Unit 307 Undiv 3.00% Int In Common Elements
Property address: 7945 East Dr, #307
Folio number: 2332090320180

Bays Water Condo Unit 108 Undiv 5.29% Int In Common Elements
Property address: 7945 East Dr, #108
Folio number: 2332090320190

Bays Water Condo Unit 208 Undiv 3.00% Int In Common Elements
Property address: 7945 East Dr, #208
Folio number: 2332090320200

Bays Water Condo Unit 308 Undiv 3.00% Int In Common Elements
Property address: 7945 East Dr, #308
Folio number: 2332090320210

Bays Water Condo Unit 209 Undiv 5.29% Int In Common Elements
Property address: 7945 East Dr, #209
Folio number: 2332090320220

Bays Water Condo Unit 309 Undiv 5.29% Int In Common Elements
Property address: 7945 East Dr, #309
Folio number: 2332090320230

West Bay Condo Harobor Island PB 44-72 Lot 70
Property address:
Folio number: 2332090380001

West Bay Condo Unit 1 Undiv 14.66 Int In Common Elements
Property address: 7935 West Dr, #1
Folio number: 2332090380010

West Bay Condo Unit 2 Undiv 7.49 Int In Common Elements
Property address: 7935 West Dr, #2
Folio number: 2332090380020

West Bay Condo Unit 3 Undiv 8.1 Int In Common Elements
Property address: 7935 West Dr, #3
Folio number: 2332090380030

Emma J Salgado
7945 East Dr Apt 107
North Bay Village, FL 33141-3303

Mgp Shipping Line LLC
7900 Tatum Waterway Dr Apt 502
Miami Beach, FL 33141-1940

Sondra S Shumaker
7945 East Dr Apt 307
North Bay Village, FL 33141-3306

Pamela Seniza
7945 East Dr Apt 108
North Bay Village, FL 33141-3303

Marc Adam Stanions
7263 Lombardy St
Boynton Beach, FL 33472-7343

Lydia Perzoff
80 S Shore Dr Apt 311
Miami Beach, FL 33141-6708

Soumia Khaldoun
3677 Thomas Ave
Miami, FL 33133-5709

Nicholas R Lawrence Emily E Lawrence
7945 East Dr Apt 309
North Bay Village, FL 33141-3306

West Bay Condo Assn
7935 West Dr Apt 4
North Bay Village, FL 33141-5586

Nicola F Brisuela
1525 Normandy Dr
Miami Beach, FL 33141-4701

Pedro Linares Zelaya
7935 West Dr Apt 2
North Bay Village, FL 33141-5586

Gloria E Bailen
7935 West Dr Apt 3
North Bay Village, FL 33141-5586

West Bay Condo Unit 4 Undiv 17.83 Int In Common Elements
Property address: 7935 West Dr, #4
Folio number: 2332090380040

Mercedes Brito
7935 West Dr Apt 4
North Bay Village, FL 33141-5586

West Bay Condo Unit 5 Undiv 14.66 Int In Common Elements
Property address: 7935 West Dr, #5
Folio number: 2332090380050

7935 W Dr Unit 5 LLC
1825 Bay Dr
Miami Beach, FL 33141-4707

West Bay Condo Unit 6 Undiv 11.33 Int In Common Elements
Property address: 7935 West Dr, #6
Folio number: 2332090380060

Liliam Brito
7935 West Dr Apt 6
North Bay Village, FL 33141-5590

West Bay Condo Unit 7 Undiv 8.1 Int In Common Elements
Property address: 7935 West Dr, #7
Folio number: 2332090380070

7935 West Drive Unit 7 LLC
1825 Bay Dr
Miami Beach, FL 33141-4707

West Bay Condo Unit 8 Undiv 17.83 Int In Common Elements
Property address: 7935 West Dr, #8
Folio number: 2332090380080

Melisa Brito
7935 West Dr Apt 8
North Bay Village, FL 33141-5590

Adagio Condo Unit 1 Undiv 0.056872038% Int In Common Elements
Property address: 7939 East Dr, #1
Folio number: 2332090560010

Nbv Tower LLC
3585 NE 207th St #C9-800610
Miami, FL 33280-7074

Adagio Condo Unit 2 Undiv 0.055155428% Int In Common Elements
Property address: 7939 East Dr, #2
Folio number: 2332090560020

Nbv Tower LLC
3585 NE 207th St #C9-800610
Miami, FL 33280-7074

Adagio Condo Unit 3 Undiv 0.056872038% Int In Common Elements
Property address: 7939 East Dr, #3
Folio number: 2332090560030

Nbv Tower LLC
3585 NE 207th St #C9-800610
Miami, FL 33280-7074

Adagio Condo Unit 4 Undiv 0.56872038% Int In Common Elements5
Property address: 7939 East Dr, #4
Folio number: 2332090560040

Nbv Tower LLC
3585 NE 207th St #C9-800610
Miami, FL 33280-7074

Adagio Condo Unit 5 Undiv 0.055155428% Int In Common Elements
Property address: 7939 East Dr, #5
Folio number: 2332090560050

Nbv Tower LLC
3585 NE 207th St #C9-800610
Miami, FL 33280-7074

Adagio Condo Unit 6 Undiv 0.056872038% Int In Common Elements
Property address: 7939 East Dr, #6
Folio number: 2332090560060

Nbv Tower LLC
3585 NE 207th St #C9-800610
Miami, FL 33280-7074

Adagio Condo Unit 7 Undiv 0.056872038% Int In Common Elements
Property address: 7939 East Dr, #7
Folio number: 2332090560070

Nbv Tower LLC
3585 NE 207th St #C9-800610
Miami, FL 33280-7074

Adagio Condo Unit 8 Undiv 0.055155428% Int In Common Elements Property address: 7939 East Dr, #8 Folio number: 2332090560080	Nbv Tower LLC 3585 NE 207th St #C9-800610 Miami, FL 33280-7074
Adagio Condo Unit 9 Undiv 0.056872038% Int In Common Elements Property address: 7939 East Dr, #9 Folio number: 2332090560090	Nbv Tower LLC 3585 NE 207th St #C9-800610 Miami, FL 33280-7074
Adagio Condo Unit 10 Undiv 0.056872038% Int In Common Elements Property address: 7939 East Dr, #10 Folio number: 2332090560100	Nbv Tower LLC 3585 NE 207th St #C9-800610 Miami, FL 33280-7074
Adagio Condo Unit 11 Undiv 0.055155428% Int In Common Elements Property address: 7939 East Dr, #11 Folio number: 2332090560110	Nbv Tower LLC 3585 NE 207th St #C9-800610 Miami, FL 33280-7074
Adagio Condo Unit 12 Undiv 0.056872038% Int In Common Elements Property address: 7939 East Dr, #12 Folio number: 2332090560120	Nbv Tower LLC 3585 NE 207th St #C9-800610 Miami, FL 33280-7074
Adagio Condo Unit 13 Undiv 0.078665522% Int In Common Elements Property address: 7939 East Dr, #13 Folio number: 2332090560130	Nbv Tower LLC 3585 NE 207th St #C9-800610 Miami, FL 33280-7074
Adagio Condo Unit 14 Undiv 0.078665522% Int In Common Elements Property address: 7939 East Dr, #14 Folio number: 2332090560140	Nbv Tower LLC 3585 NE 207th St #C9-800610 Miami, FL 33280-7074
Adagio Condo Unit 15 Undiv 0.16707094% Int In Common Elements Property address: 7939 East Dr, #15 Folio number: 2332090560150	Nbv Tower LLC 3585 NE 207th St #C9-800610 Miami, FL 33280-7074
Cielo On The Bay Condo Harbor Island PB 44-72 Lots 35 & 37 As Desc In De Property address: 7935 East Dr Folio number: 2332090590001	Cielo On The Bay Condo Assn 7935 East Dr. #100 Office North Bay Village, FL 33141-3686
Cielo On The Bay Condo Unit 401 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #401 Folio number: 2332090590010	Aurelio E Fernandez Trs Fernandez Family Trust Berta Fernandez Trs 730 Egret Pointe Vero Beach, FL 32963-2164
Cielo On The Bay Condo Unit 501 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #501 Folio number: 2332090590020	Pinecrest Industries LLC 10820 NW 29th St Doral, FL 33172-2149
Cielo On The Bay Condo Unit 601 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #601 Folio number: 2332090590030	Danilo Junior Ribeiro De Avila 7935 East Dr Apt 601 North Bay Village, FL 33141-3686

Cielo On The Bay Condo Unit 701 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #701 Folio number: 2332090590040	Antonio Urdaneta Gisela Camacho Urdaneta 7935 East Dr Apt 701 North Bay Village, FL 33141-3686
Cielo On The Bay Condo Unit 801 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #801 Folio number: 2332090590050	Miguel Dorcasberro Claudia Gonzalez Dorcasberro 7935 East Dr Apt 1201 North Bay Village, FL 33141-3687
Cielo On The Bay Condo Unit 901 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #901 Folio number: 2332090590060	Roberto Legrand 7935 East Dr Apt 901 North Bay Village, FL 33141-3693
Cielo On The Bay Condo Unit 1001 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #1001 Folio number: 2332090590070	Blue Moon Trust 6000 Collins Ave Apt 122 Miami Beach, FL 33140-2371
Cielo On The Bay Condo Unit 1101 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #1101 Folio number: 2332090590080	Ronald E Temkin Trs Ronald E Temkin Legacy Tr No 4 Maria T Temkin Trs 616 Atlantic Shores Blvd Ste A Hallandale Beach, FL 33009-2533
Cielo On The Bay Condo Unit 1201 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #1201 Folio number: 2332090590090	Miguel D Orcasberro Claudia Gonzalez Burgos 7935 East Dr Apt 1201 North Bay Village, FL 33141-3687
Cielo On The Bay Condo Unit 1401 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #1401 Folio number: 2332090590100	Andy Gaertner Aurelia Gaertner 7935 East Dr Apt 1401 North Bay Village, FL 33141-3732
Cielo On The Bay Condo Unit 1501 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #1501 Folio number: 2332090590110	Radovan Bubanj Natalie Masnyj 7935 East Dr Apt 1501 North Bay Village, FL 33141-3732
Cielo On The Bay Condo Unit 402 Bldg 2 Undiv 2.8723467% Int In Common El Property address: 7935 East Dr, #402 Folio number: 2332090590120	Joseph E Imbriglia Carolyn G Imbriglia 683 Stoneylonesome Rd Stahlstown, PA 15687-1339
Cielo On The Bay Condo Unit 602 Bldg 2 Undiv 2.8723467% Int In Common El Property address: 7935 East Dr, #602 Folio number: 2332090590130	Ian Blake Nahmias 7935 East Dr Apt 602 North Bay Village, FL 33141-3686
Cielo On The Bay Condo Unit 802 Bldg 2 Undiv 2.8723467% Int In Common El Property address: 7935 East Dr, #802 Folio number: 2332090590140	Centennial Bank Trs C/O Centennial Bank Tr Department Paradise Palms Lan 7935 East Dr Apt 802 North Bay Village, FL 33141-3733

Cielo On The Bay Condo Unit 1002 Bldg 2 Undiv 2.8723467% Int In Common E Property address: 7935 East Dr, #1002 Folio number: 2332090590150	Anoland Infanzon Licea Fabio Ruiz Valdes 7935 East Dr Apt 1002 North Bay Village, FL 33141-3687
Cielo On The Bay Condo Unit 1202 Bldg 2 Undiv 2.8723467% Int In Common E Property address: 7935 East Dr, #1202 Folio number: 2332090590160	Philip Villegas 5908 SW 89th Ter Gainesville, FL 32608-5576
Cielo On The Bay Condo Unit 403 Bldg 3 Undiv 2.7694479% Int In Common El Property address: 7935 East Dr, #403 Folio number: 2332090590170	Terence J Gogarty Leslie W Adams 7935 East Dr Apt 403 North Bay Village, FL 33141-3686
Cielo On The Bay Condo Unit 603 Bldg 3 Undiv 2.7694479% Int In Common El Property address: 7935 East Dr, #603 Folio number: 2332090590180	Giuseppe Zappala Arjona Isabella Arjona 7935 East Dr Apt 603 North Bay Village, FL 33141-3686
Cielo On The Bay Condo Unit 803 Undiv 2.7694479% Int In Common Elements Property address: 7935 East Dr, #803 Folio number: 2332090590190	David Tayar Maxine Mendelssohn 7935 East Dr Apt 803 North Bay Village, FL 33141-3693
Cielo On The Bay Condo Units 1003 & 1004 Bldg 3 Undiv 2.7694479% & 2.704 Property address: 7935 East Dr, #1003 Folio number: 2332090590200	Cocket And Tubbs LLC 4770 Biscayne Blvd Ste 900 Miami, FL 33137-3232
Cielo On The Bay Condo Unit 1203 Bldg 3 Undiv 2.7694479% Int In Common E Property address: 7935 East Dr, #1203 Folio number: 2332090590210	Ana Beatrice Bustamante De Garcia Melissa Maria Bustamante Guirola PO Box 25364 Miami, FL 33102-5364
Cielo On The Bay Condo Unit 404 Bldg 4 Undiv 2.7047686% Int In Common El Property address: 7935 East Dr, #404 Folio number: 2332090590220	Lisa Halloran 7935 East Dr Apt 404 North Bay Village, FL 33141-3686
Cielo On The Bay Condo Unit 504 Bldg 4 Undiv 2.7047686% Int In Common El Property address: 7935 East Dr, #504 Folio number: 2332090590230	Sarah Krikorian Oconnell Michael Patrick Oconnell 7935 East Dr Apt 504 North Bay Village, FL 33141-3686
Cielo On The Bay Condo Unit 604 Undiv 2.7047686% Int In Common Elements Property address: 7935 East Dr, #604 Folio number: 2332090590240	Joan C Duarte Luis F Duarte 7935 East Dr Apt 604 North Bay Village, FL 33141-3686
Cielo On The Bay Condo Unit 704 Undiv 2.7047686% Int In Common Elements Property address: 7935 East Dr, #704 Folio number: 2332090590250	Bernard Agache Luciana Agache 7935 East Dr Apt 704 North Bay Village, FL 33141-3686

Cielo On The Bay Condo Unit 804 Bldg 4 Undiv 2.7047686% Int In Common El Property address: 7935 East Dr, #804 Folio number: 2332090590260	Habitus Sobe LLC 3020 NW 125th Ave Apt 314 Sunrise, FL 33323-6319
Cielo On The Bay Condo Unit 904 Bldg 4 Undiv 2.7047686% Int In Common El Property address: 7935 East Dr, #904 Folio number: 2332090590270	Miami Heaven LLC 7935 East Dr Apt 904 North Bay Village, FL 33141-3693
Cielo On The Bay Condo Unit 1204 Undiv 2.7047686% Int In Common Elements Property address: 7935 East Dr, #1204 Folio number: 2332090590290	Phoenix Property LLC 407 Lincoln Rd Ph NE Miami Beach, FL 33139-3021
Cielo On The Bay Condo Unit 1404 Bldg 4 Undiv 2.7047686% Int In Common E Property address: 7935 East Dr, #1404 Folio number: 2332090590300	Roberto Ruiz Mercedes Melendez 7935 East Dr Apt 1404 North Bay Village, FL 33141-3732
Cielo On The Bay Condo Unit 1504 Bldg 4 Undiv 2.7047686% Int In Common E Property address: 7935 East Dr, #1504 Folio number: 2332090590310	Hsdc Sunrise 1 LLC 777 Brickell Ave Ste 1114 Miami, FL 33131-2867
Cielo On The Bay Condo Unit Phi Bldg 5 Undiv 2.8076674% Int In Common El Property address: 7935 East Dr, #Phi Folio number: 2332090590320	Virginia Easley Johnson 7935 East Dr Apt Ph1 North Bay Village, FL 33141-3732
Cielo On The Bay Condo Unit 1502 Bldg 5 Undiv 2.8723467% Int In Common E Property address: 7935 East Dr, #1502 Folio number: 2332090590330	Mark S Kolta 7935 East Dr Apt Ph2 North Bay Village, FL 33141-3732
Cielo On The Bay Condo Unit 1503 Bldg 5 Undiv 2.7694479% Int In Common E Property address: 7935 East Dr, #1503 Folio number: 2332090590340	Fugen Ozvardar Trs Fugen Ozvardar Qual Domestic Marital Tr 7935 East Dr Apt Ph3 North Bay Village, FL 33141-3732
Cielo On The Bay Condo Unit Ph4 Bldg 5 Undiv 2.7047686% Int In Common El Property address: 7935 East Dr, #Ph4 Folio number: 2332090590350	Tajammal Ali Erica Norris 7935 East Dr Apt Ph4 North Bay Village, FL 33141-3732
Eloquence On The Bay Condo Harbor Island PB 44-72 Lots 65 Thru 77 & Subm Property address: Folio number: 2332090600001	Eloquence On The Bay Condo Assn 7928 East Drive, Mgmt Office North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 101 Undiv 1.004% Int In Common Elements Property address: 7928 East Dr, #101 Folio number: 2332090600010	Liam John Kehoe 7928 East Dr Apt 101 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 301 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #301 Folio number: 2332090600020	Bijan Manesh Katayoun Mobaraki Manesh 9815 Potomac Manors Dr Potomac, MD 20854-4924

Eloquence On The Bay Condo Unit 401 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #401 Folio number: 2332090600030	Lucas Daniel Alvarez 7928 East Dr Apt 401 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 501 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #501 Folio number: 2332090600040	Nenad Kokanovic 7928 East Dr Apt 501 North Bay Village, FL 33141-5686
Eloquence On The Bay Condo Unit 601 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #601 Folio number: 2332090600050	Eric R Danilchuk Trs Eric R Danilchuk 2002 Family Tr 7928 East Dr Apt 601 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 701 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #701 Folio number: 2332090600060	Rmely LLC 849 Tanglewood Cir Weston, FL 33327-1840
Eloquence On The Bay Condo Unit 801 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #801 Folio number: 2332090600070	James Antoine Lucas 7928 East Dr Apt 801 North Bay Village, FL 33141-5682
Eloquence On The Bay Condo Unit 901 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #901 Folio number: 2332090600080	Cmrt Miami LLC C/O Lisette Pie Salazar Pa 200 Crandon Blvd Ste 311 Key Biscayne, FL 33149-1614
Eloquence On The Bay Condo Unit 1001 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #1001 Folio number: 2332090600090	Wallace C Wittkoff Claudia B Wittkoff 7928 East Dr Apt 1001 North Bay Village, FL 33141-5682
Eloquence On The Bay Condo Unit 1101 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #1101 Folio number: 2332090600100	Jennifer Kaminski 7928 East Dr Apt 1101 North Bay Village, FL 33141-5683
Eloquence On The Bay Condo Unit 1201 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #1201 Folio number: 2332090600110	Ballmar Ltd C/O Patricia Musa 16137 Biscayne Blvd Aventura, FL 33160-4337
Eloquence On The Bay Condo Unit 1401 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #1401 Folio number: 2332090600120	Gilbert A Sand Trs Gilbert A Sand Trust 7928 East Dr Apt 1401 North Bay Village, FL 33141-5683
Eloquence On The Bay Condo Unit 1501 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #1501 Folio number: 2332090600130	Tucatupy804 Corp 4855 W Hillsboro Blvd Ste B3 Coconut Creek, FL 33073-4356
Eloquence On The Bay Condo Unit 1801 Undiv 1.591% Int In Common Elements Property address: 7928 East Dr, #1801 Folio number: 2332090600150	David Deroussis Veronique Deroussis 7928 East Dr Apt 1801 North Bay Village, FL 33141-5684

Eloquence On The Bay Condo Unit 2001 Undiv 2.277% Int In Common Elements Property address: 7928 East Dr, #2001 Folio number: 2332090600160	Yiannis Dumas Veronica Dumas 7928 East Dr Apt 2001 North Bay Village, FL 33141-5837
Eloquence On The Bay Condo Unit 102 Undiv 1.072% Int In Common Elements Property address: 7928 East Dr, #102 Folio number: 2332090600170	Andrea Schuessler 7928 East Dr Apt 102 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 302 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #302 Folio number: 2332090600180	Regina Vasquez 7928 East Dr Apt 302 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 402 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #402 Folio number: 2332090600190	Andrew Vera Melissa Vera 7928 East Dr Apt 402 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 502 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #502 Folio number: 2332090600200	P11 Group LLC 3543 SW 1st Ave Miami, FL 33145-3905
Eloquence On The Bay Condo Unit 602 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #602 Folio number: 2332090600210	Oedekoven Caine Miami LLC 7928 East Dr Apt 602 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 702 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #702 Folio number: 2332090600220	Sergio Menendez Aponte Andrea Menendez Aponte 7928 East Dr Apt 702 North Bay Village, FL 33141-5682
Eloquence On The Bay Condo Unit 802 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #802 Folio number: 2332090600230	Newstein Seven LLC 1123 Bay Dr Miami Beach, FL 33141-3624
Eloquence On The Bay Condo Unit 902 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #902 Folio number: 2332090600240	Jaw 358 LLC 7929 West Dr Apt 1202 North Bay Village, FL 33141-3356
Eloquence On The Bay Condo Unit 1002 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #1002 Folio number: 2332090600250	Paul Cassuto 7928 East Dr Apt 1002 North Bay Village, FL 33141-5682
Eloquence On The Bay Condo Unit 1102 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #1102 Folio number: 2332090600260	Nicholas Walter Bazar Sarabeth Beitchman 7928 East Dr Apt 1102 North Bay Village, FL 33141-5683
Eloquence On The Bay Condo Unit 1202 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #1202 Folio number: 2332090600270	Christian A Gonzalez Prieto 1121 Arlington Blvd Apt 717 Arlington, VA 22209-3212

Eloquence On The Bay Condo Unit 1402 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #1402 Folio number: 2332090600280	Eofh & Partners Investment LLC 3300 NE 188th St Apt 412 Miami, FL 33180-3372
Eloquence On The Bay Condo Unit 1502 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #1502 Folio number: 2332090600290	Heather Nutting 7928 East Dr Apt 1502 North Bay Village, FL 33141-5688
Eloquence On The Bay Condo Unit 1602 Undiv 1.025% Int In Common Elements Property address: 7928 East Dr, #1602 Folio number: 2332090600300	Spb Mia LLC C/O Recalde Law Firm Pa 10800 Biscayne Blvd Ste 440 Miami, FL 33161-7806
Eloquence On The Bay Condo Unit 1802 Undiv 1.025% Int In Common Elements Property address: 7928 East Dr, #1802 Folio number: 2332090600310	Clemente Felipe Vera Enza Mongiovi Vera 7928 East Dr Apt 1802 North Bay Village, FL 33141-5684
Eloquence On The Bay Condo Unit 2002 Undiv 2.266% Int In Common Elements Property address: 7928 East Dr, #2002 Folio number: 2332090600320	Abraha Taddese 7928 East Dr 2002 Ph2 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 103 Undiv 1.057% Int In Common Elements Property address: 7928 East Dr, #103 Folio number: 2332090600330	Raquel Hussey Trs Paul S Hussey Trust 7928 East Dr Apt 103 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 303 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #303 Folio number: 2332090600340	Fabio Armando Giorgio Parisi Federica Balestrieri 7928 East Dr Apt 303 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 403 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #403 Folio number: 2332090600350	Robeto R Guiulfo Patricia J Guiulfo Andrea Guiulfo 1226 Iris Ct Weston, FL 33326-3632
Eloquence On The Bay Condo Unit 503 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #503 Folio number: 2332090600360	Alejandro Lilo Victorero 7928 East Dr Apt 503 North Bay Village, FL 33141-5686
Eloquence On The Bay Condo Unit 603 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #603 Folio number: 2332090600370	Latelier IV Corp 2750 NE 185th St Ste 202 Miami, FL 33180-2877
Eloquence On The Bay Condo Unit 703 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #703 Folio number: 2332090600380	Montrex Logistics LLC 2719 Hollywood Blvd Ste B264 Hollywood, FL 33020-4821
Eloquence On The Bay Condo Unit 803 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #803 Folio number: 2332090600390	Christof Pignet 869 Elvira Ave Nashville, TN 37216-3006

Eloquence On The Bay Condo Unit 903 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #903 Folio number: 2332090600400	Celestine Serafine LLC 11420 N Kendall Dr Ste 207 Miami, FL 33176-1039
Eloquence On The Bay Condo Unit 1003 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #1003 Folio number: 2332090600410	Maria Belen Dousdebes 7928 East Dr Apt 1003 North Bay Village, FL 33141-5682
Eloquence On The Bay Condo Unit 1403 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #1403 Folio number: 2332090600440	Kathleen Schubert 579 Sagamore Ave Unit 106 Portsmouth, NH 03801-5573
Eloquence On The Bay Condo Unit 1503 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #1503 Folio number: 2332090600450	Avtun Eymen Le Rem Ozlem Eymen Turabi 7928 East Dr Apt 1503 North Bay Village, FL 33141-5688
Eloquence On The Bay Condo Unit 1603 Undiv 1.004% Int In Common Elements Property address: 7928 East Dr, #1603 Folio number: 2332090600460	Jose V Sanchez Christy Lynette Raynor 7928 East Dr Apt 1603 North Bay Village, FL 33141-5684
Eloquence On The Bay Condo Unit 1803 Undiv 1.004% Int In Common Elements Property address: 7928 East Dr, #1803 Folio number: 2332090600470	Gunther Schnitzer Alejandra Olvera Garcia 7928 East Dr Apt 1803 North Bay Village, FL 33141-5684
Eloquence On The Bay Condo Unit 104 Undiv 1.004% Int In Common Elements Property address: 7928 East Dr, #104 Folio number: 2332090600480	Eric Nam 7928 East Dr Apt 104 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 304 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #304 Folio number: 2332090600490	Camilo Balzan 7928 East Dr Apt 304 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 404 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #404 Folio number: 2332090600500	Mario Andres Mustafa 7928 East Dr Apt 404 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 504 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #504 Folio number: 2332090600510	Bryan Flick 3555 Flamingo Dr Miami Beach, FL 33140-3922
Eloquence On The Bay Condo Unit 604 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #604 Folio number: 2332090600520	Kyle Allen 7928 East Dr Apt 604 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 704 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #704 Folio number: 2332090600530	Vazquez & Ordonez Investments LLC 7928 East Dr Apt 704 North Bay Village, FL 33141-5682

Eloquence On The Bay Condo Unit 804 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #804 Folio number: 2332090600540	Homer Lee Hickson 7928 East Dr Apt 804 North Bay Village, FL 33141-5682
Eloquence On The Bay Condo Unit 904 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #904 Folio number: 2332090600550	Gabriela Sanchez Vegas 7930 East Dr #904 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 1004 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #1004 Folio number: 2332090600560	Eloquence1510 LLC 785 Crandon Blvd Apt 306 Key Biscayne, FL 33149-2589
Eloquence On The Bay Condo Unit 1104 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #1104 Folio number: 2332090600570	Promotora De Construccion C/O Manuel J Vadillo LLP Saltillo S De R L De 11402 NW 41st St Ste 202 Doral, FL 33178-4861
Eloquence On The Bay Condo Unit 1204 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #1204 Folio number: 2332090600580	Luis Homero Vivas Sardi Trs The Luis Homero Vivas Sardi Rev Tr 7928 East Dr Apt 1204 North Bay Village, FL 33141-5683
Eloquence On The Bay Condo Unit 1404 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #1404 Folio number: 2332090600590	Jose Reyes 2 Victor St Lodi, NJ 07644-2510
Eloquence On The Bay Condo Unit 1504 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #1504 Folio number: 2332090600600	Concepcion Pierina Camino Alejandra Campins 7928 East Dr Apt 1504 North Bay Village, FL 33141-5688
Eloquence On The Bay Condo Unit 1604 Undiv 1.593% Int In Common Elements Property address: 7928 East Dr, #1604 Folio number: 2332090600610	Eloquence 1604 LLC 9655 E Bay Harbor Dr Apt 7N Bay Harbor Islands, FL 33154-2122
Eloquence On The Bay Condo Unit 1804 Undiv 1.593% Int In Common Elements Property address: 7928 East Dr, #1804 Folio number: 2332090600620	Pietro Magliocca 7928 East Dr Apt 1804 North Bay Village, FL 33141-5684
Eloquence On The Bay Condo Unit 105 Undiv 1.021% Int In Common Elements Property address: 7928 East Dr, #105 Folio number: 2332090600630	Ariel Cubides 1908 NW 79th Ave Doral, FL 33126-1100
Eloquence On The Bay Condo Unit 405 Undiv 0.899% Int In Common Elements Property address: 7928 East Dr, #405 Folio number: 2332090600650	Marisol Archila Ruiz De Mendez 7928 East Dr Apt 405 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 505 Undiv 0.899% Int In Common Elements Property address: 7928 East Dr, #505 Folio number: 2332090600660	Marial Investments Corp 7928 East Dr Apt 505 North Bay Village, FL 33141-5686

Eloquence On The Bay Condo Unit 605 Undiv 0.899% Int In Common Elements Property address: 7928 East Dr, #605 Folio number: 2332090600670	Boris Darchy Jocelyne Darchy 970 NE 87th St Miami, FL 33138-3636
Eloquence On The Bay Condo Unit 705 Undiv 0.899% Int In Common Elements Property address: 7928 East Dr, #705 Folio number: 2332090600680	705 North Bay Village LLC 2301 Collins Ave Apt 739 Miami Beach, FL 33139-1631
Eloquence On The Bay Condo Unit 805 Undiv 0.899% Int In Common Elements Property address: 7928 East Dr, #805 Folio number: 2332090600690	Osmany Palma Virlenys Hernandez Palma 7928 East Dr Apt 805 North Bay Village, FL 33141-5682
Eloquence On The Bay Condo Unit 905 Undiv 0.899% Int In Common Elements Property address: 7928 East Dr, #905 Folio number: 2332090600700	Viela Investment LLC 20200 W Dixie Hwy 1203 Aventura, FL 33180
Eloquence On The Bay Condo Unit 1005 Undiv 0.899% Int In Common Elements Property address: 7928 East Dr, #1005 Folio number: 2332090600710	3F Ato Investments Corp 3111 N University Dr Ste 105 Coral Springs, FL 33065-5049
Eloquence On The Bay Condo Unit 1105 Undiv 0.899% Int In Common Elements Property address: 7928 East Dr, #1105 Folio number: 2332090600720	Panagiotis Nakos Alexandra Poliadis 7928 East Dr Apt 1105 North Bay Village, FL 33141-5683
Eloquence On The Bay Condo Unit 1205 Undiv 0.899% Int In Common Elements Property address: 7928 East Dr, #1205 Folio number: 2332090600730	Mohammed Saad A Allehidan Jtrs Saad Abdulrahman M Allhaidan Jtrs 7930 East 1205 Drive #1205 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 1405 Undiv 0.899% Int In Common Elements Property address: 7930 East Dr, #1405 Folio number: 2332090600740	Thomas Kuhles 7930 East Dr #1405 North Bay Village, FL 33141-3311
Eloquence On The Bay Condo Unit 1505 Undiv 0.899% Int In Common Elements Property address: 7930 East Dr, #1505 Folio number: 2332090600750	Juan C Sanchez 7930 East Dr #1505 North Bay Village, FL 33141-3311
Eloquence On The Bay Condo Unit 1605 Undiv 1.624% Int In Common Elements Property address: 7930 East Dr, #1605 Folio number: 2332090600760	Allan David Koltun Kimberly Robinson 7930 East Dr 1605 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 1805 Undiv 1.624% Int In Common Elements Property address: 7930 East Dr, #1805 Folio number: 2332090600770	Alexander Shvarts Susanna Roitman 7930 East Dr 1805 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 106 Undiv 1.591% Int In Common Elements Property address: 7928 East Dr, #106 Folio number: 2332090600780	Nathaniel V Stevens 7928 East Dr Apt 106 North Bay Village, FL 33141-5681

Eloquence On The Bay Condo Unit 306 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #306 Folio number: 2332090600790	Osmany Palma 7928 East Dr Apt 306 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 506 Undiv 0.528% Int In Common Elements Property address: 7930 East Dr, #506 Folio number: 2332090600810	Xia Xia Terranova 7930 East Dr 506 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 606 Undiv 0.528% Int In Common Elements Property address: 7930 East Dr, #606 Folio number: 2332090600820	Kelly Eicher 7930 East Dr 606 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 706 Undiv 0.528% Int In Common Elements Property address: 7930 East Dr, #706 Folio number: 2332090600830	Cosmos Solid Asset LLC 8877 Collins Ave Apt 305 Surfside, FL 33154-3519
Eloquence On The Bay Condo Unit 806 Undiv 0.528% Int In Common Elements Property address: 7930 East Dr, #806 Folio number: 2332090600840	Elizabeth Attias Duarte Atilio Martinez Rojas 7930 East Dr #806 North Bay Village, FL 33141-3311
Eloquence On The Bay Condo Unit 906 Undiv 0.528% Int In Common Elements Property address: 7930 East Dr, #906 Folio number: 2332090600850	Miami Paradise Investment LLC 16400 Collins Ave Apt 1743 Sunny Isles Beach, FL 33160-4566
Eloquence On The Bay Condo Unit 1006 Undiv 0.528% Int In Common Elements Property address: 7930 East Dr, #1006 Folio number: 2332090600860	Selena Varela Serra 7930 East Dr 1006 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 1106 Undiv 0.528% Int In Common Elements Property address: 7930 East Dr, #1106 Folio number: 2332090600870	Sopranico Corp 1110 Brickell Ave Miami, FL 33131-3132
Eloquence On The Bay Condo Unit 1206 Undiv 0.528% Int In Common Elements Property address: 7930 East Dr, #1206 Folio number: 2332090600880	Paul Radu 7930 East Dr 1206 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 1406 Undiv 0.528% Int In Common Elements Property address: 7930 East Dr, #1406 Folio number: 2332090600890	Ariel Cubides 7930 East Dr #1406 North Bay Village, FL 33141-3311
Eloquence On The Bay Condo Unit 1506 Undiv 0.528% Int In Common Elements Property address: 7930 East Dr, #1506 Folio number: 2332090600900	Ariel Cubides 14039 SW 14th St Miami, FL 33184-2708
Eloquence On The Bay Condo Unit 1606 Undiv 1.004% Int In Common Elements Property address: 7930 East Dr, #1606 Folio number: 2332090600910	Balada Capital LLC 7928 East Dr Apt 1606 North Bay Village, FL 33141-5684

Eloquence On The Bay Condo Unit 1806 Undiv 1.004% Int In Common Elements Property address: 7930 East Dr, #1806 Folio number: 2332090600920	Nicholas J Debetta 7928 East Dr Apt 1806 North Bay Village, FL 33141-5684
Eloquence On The Bay Condo Unit 307 Undiv 0.536% Int In Common Elements Property address: 7930 East Dr, #307 Folio number: 2332090600930	Suiza Property Condominium LLC 20801 Biscayne Blvd Miami, FL 33180-1430
Eloquence On The Bay Condo Unit 407 Undiv 0.536% Int In Common Elements Property address: 7930 East Dr, #407 Folio number: 2332090600940	Cerro Largo Investor Inc 1687 NE 123rd St North Miami, FL 33181-2702
Eloquence On The Bay Condo Unit 507 Undiv 0.536% Int In Common Elements Property address: 7930 East Dr, #507 Folio number: 2332090600950	Magu Group LLC 16192 Coastal Hwy Lewes, DE 19958-3608
Eloquence On The Bay Condo Unit 607 Undiv 0.536% Int In Common Elements Property address: 7930 East Dr, #607 Folio number: 2332090600960	Daniel Jeremie Benattar 7930 East Dr Unit 607 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 707 Undiv 0.536% Int In Common Elements Property address: 7930 East Dr, #707 Folio number: 2332090600970	Marias One LLC 5805 Waterford District Dr Ste 220 Miami, FL 33126-2056
Eloquence On The Bay Condo Unit 807 Undiv 0.536% Int In Common Elements Property address: 7930 East Dr, #807 Folio number: 2332090600980	Pier Luigi Dossena 7930 East Dr #807 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 907 Undiv 0.536% Int In Common Elements Property address: 7930 East Dr, #907 Folio number: 2332090600990	Miami Paradise Investment LLC 16400 Collins Ave Apt 1743 Sunny Isles Beach, FL 33160-4566
Eloquence On The Bay Condo Unit 1007 Undiv 0.536% Int In Common Elements Property address: 7930 East Dr, #1007 Folio number: 2332090601000	Inveruinon Gloria & Leo 2013 LLC PO Box 490469 Key Biscayne, FL 33149-0469
Eloquence On The Bay Condo Unit 1107 Undiv 0.536% Int In Common Elements Property address: 7930 East Dr, #1107 Folio number: 2332090601010	Katherine C G Schoonbaert Mejia 7930 East Dr #1107 North Bay Village, FL 33141-3311
Eloquence On The Bay Condo Unit 1207 Undiv 0.536% Int In Common Elements Property address: 7930 East Dr, #1207 Folio number: 2332090601020	Piti One LLC 5931 NW 173rd Dr Unit 9 Hialeah, FL 33015-5107
Eloquence On The Bay Condo Unit 1407 Undiv 0.536% Int In Common Elements Property address: 7930 East Dr, #1407 Folio number: 2332090601030	Walid A Jaziri Trs Walid Jaziri 2016 Revoc Tr 108 New London Tpke Norwich, CT 06360-2645

Eloquence On The Bay Condo Unit 1507 Undiv 0.536% Int In Common Elements Property address: 7930 East Dr, #1507 Folio number: 2332090601040	Monica N Fallone Luis E Mancera Basalo 7930 East Dr 1507 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 1607 Undiv 1.025% Int In Common Elements Property address: 7930 East Dr, #1607 Folio number: 2332090601050	Eloquencia En La Bahia LLC 2751 N Miami Ave Miami, FL 33127-4439
Eloquence On The Bay Condo Unit 1807 Undiv 1.025% Int In Common Elements Property address: 7930 East Dr, #1807 Folio number: 2332090601060	Elocuencia En La Bahia LLC 2751 N Miami Ave Miami, FL 33127-4439
Eloquence On The Bay Condo Unit 308 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #308 Folio number: 2332090601070	Luisa F Angulo Gartner Andres Felipe Garcia Nieto 7930 East Dr 308 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 408 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #408 Folio number: 2332090601080	Diessa Usa LLC 7928 East Dr Apt 408 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 508 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #508 Folio number: 2332090601090	Omar Diaz 7930 East Dr #508 North Bay Village, FL 33141-3311
Eloquence On The Bay Condo Unit 608 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #608 Folio number: 2332090601100	Charles Bonney Ache 7930 East Dr 608 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 708 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #708 Folio number: 2332090601110	Sergio Menedez Aponte Andrea Menedez Aponte 7930 East Dr #708 Miami, FL 33141
Eloquence On The Bay Condo Unit 808 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #808 Folio number: 2332090601120	Juez And Juez Investments Corporation 7135 Collins Ave Apt 336 Miami Beach, FL 33141-3227
Eloquence On The Bay Condo Unit 908 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #908 Folio number: 2332090601130	Stephen W Lees & Barbara Horton Lees Le Rem Stephen W Lees Trs 7928 East Dr Apt 908 North Bay Village, FL 33141-5682
Eloquence On The Bay Condo Unit 1008 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #1008 Folio number: 2332090601140	Oscar Restrepo Blanca Restrepo 7930 East Dr #1008 North Bay Village, FL 33141-3311
Eloquence On The Bay Condo Unit 1108 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #1108 Folio number: 2332090601150	Nueva Era 20 LLC 16192 Coastal Hwy Lewes, DE 19958-3608

Eloquence On The Bay Condo Unit 1408 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #1408 Folio number: 2332090601170	Fredrick Jacinto Lopez Angela M Larusso Lopez 7930 East Dr #1408 North Bay Village, FL 33141-3311
Eloquence On The Bay Condo Unit 1508 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #1508 Folio number: 2332090601180	Fabio Parisi Federica Balestrieri 7928 East Dr North Bay Village, FL 33141-5685
Eloquence On The Bay Condo Unit 1608 Undiv 1.591% Int In Common Elements Property address: 7928 East Dr, #1608 Folio number: 2332090601190	Paul M Sperling Trs Sperling Family Trust R Brenda Sperling Trs 7928 East Dr Apt 1608 North Bay Village, FL 33141-5684
Eloquence On The Bay Condo Unit 1808 Undiv 1.591% Int In Common Elements Property address: 7930 East Dr, #1808 Folio number: 2332090601200	American Pie LLC 3370 Mary St Miami, FL 33133-5215

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Nbv Majestic Isles LLC
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C/O Safehold Inc
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7935 W Dr Unit 5 LLC
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Liliam Brito
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7935 West Drive Unit 7 LLC
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7935 East Dr Apt 704
North Bay Village, FL 33141-3686

Habitus Sobe LLC
3020 NW 125th Ave Apt 314
Sunrise, FL 33323-6319

Miami Heaven LLC
7935 East Dr Apt 904
North Bay Village, FL 33141-3693

Phoenix Property LLC
407 Lincoln Rd Ph NE
Miami Beach, FL 33139-3021

Roberto Ruiz Mercedes Melendez
7935 East Dr Apt 1404
North Bay Village, FL 33141-3732

Hsdc Sunrise 1 LLC
777 Brickell Ave Ste 1114
Miami, FL 33131-2867

Virginia Easley Johnson
7935 East Dr Apt Ph1
North Bay Village, FL 33141-3732

Mark S Kolta
7935 East Dr Apt Ph2
North Bay Village, FL 33141-3732

Fugen Ozvardar Trs Fugen Ozvardar
Qual Domestic Marital Tr
7935 East Dr Apt Ph3
North Bay Village, FL 33141-3732

Tajammal Ali Erica Norris
7935 East Dr Apt Ph4
North Bay Village, FL 33141-3732

Eloquence On The Bay Condo Assn
7928 East Drive, Mgmt Office
North Bay Village, FL 33141

Liam John Kehoe
7928 East Dr Apt 101
North Bay Village, FL 33141-5681

Bijan Manesh Katayoun
Mobaraki Manesh
9815 Potomac Manors Dr
Potomac, MD 20854-4924

Lucas Daniel Alvarez
7928 East Dr Apt 401
North Bay Village, FL 33141-5681

Nenad Kokanovic
7928 East Dr Apt 501
North Bay Village, FL 33141-5686

Eric R Danilchuk Trs
Eric R Danilchuk 2002 Family Tr
7928 East Dr Apt 601
North Bay Village, FL 33141-5681

Rmely LLC
849 Tanglewood Cir
Weston, FL 33327-1840

James Antoine Lucas
7928 East Dr Apt 801
North Bay Village, FL 33141-5682

Cmrt Miami LLC
C/O Lisette Pie Salazar Pa
200 Crandon Blvd Ste 311
Key Biscayne, FL 33149-1614

Wallace C Wittkoff
Claudia B Wittkoff
7928 East Dr Apt 1001
North Bay Village, FL 33141-5682

Jennifer Kaminski
7928 East Dr Apt 1101
North Bay Village, FL 33141-5683

Ballmar Ltd C/O Patricia Musa
16137 Biscayne Blvd
Aventura, FL 33160-4337

Gilbert A Sand Trs Gilbert A Sand Trust
7928 East Dr Apt 1401
North Bay Village, FL 33141-5683

Tucatupy804 Corp
4855 W Hillsboro Blvd Ste B3
Coconut Creek, FL 33073-4356

David Deroussis
Veronique Deroussis
7928 East Dr Apt 1801
North Bay Village, FL 33141-5684

Yiannis Dumas Veronica Dumas
7928 East Dr Apt 2001
North Bay Village, FL 33141-5837

Andrea Schuessler
7928 East Dr Apt 102
North Bay Village, FL 33141-5681

Regina Vasquez
7928 East Dr Apt 302
North Bay Village, FL 33141-5681

Andrew Vera Melissa Vera
7928 East Dr Apt 402
North Bay Village, FL 33141-5681

P11 Group LLC
3543 SW 1st Ave
Miami, FL 33145-3905

Oedekoven Caine Miami LLC
7928 East Dr Apt 602
North Bay Village, FL 33141-5681

Sergio Menendez Aponte
Andrea Menendez Aponte
7928 East Dr Apt 702
North Bay Village, FL 33141-5682

Newstein Seven LLC
1123 Bay Dr
Miami Beach, FL 33141-3624

Jaw 358 LLC
7929 West Dr Apt 1202
North Bay Village, FL 33141-3356

Paul Cassuto
7928 East Dr Apt 1002
North Bay Village, FL 33141-5682

Nicholas Walter Bazar
Sarabeth Beitchman
7928 East Dr Apt 1102
North Bay Village, FL 33141-5683

Christian A Gonzalez Prieto
1121 Arlington Blvd Apt 717
Arlington, VA 22209-3212

Eofh & Partners Investment LLC
3300 NE 188th St Apt 412
Miami, FL 33180-3372

Heather Nutting
7928 East Dr Apt 1502
North Bay Village, FL 33141-5688

Spb Mia LLC
C/O Recalde Law Firm Pa
10800 Biscayne Blvd Ste 440
Miami, FL 33161-7806

Clemente Felipe Vera
Enza Mongiovi Vera
7928 East Dr Apt 1802
North Bay Village, FL 33141-5684

Abraha Taddese
7928 East Dr 2002 Ph2
North Bay Village, FL 33141

Raquel Hussey Trs
Paul S Hussey Trust
7928 East Dr Apt 103
North Bay Village, FL 33141-5681

Fabio Armando Giorgio Parisi
Federica Balestrieri
7928 East Dr Apt 303
North Bay Village, FL 33141-5681

Robeto R Guiulfo
Patricia J Guiulfo Andrea Guiulfo
1226 Iris Ct
Weston, FL 33326-3632

Alejandro Lilo Victorero
7928 East Dr Apt 503
North Bay Village, FL 33141-5686

Latelier IV Corp
2750 NE 185th St Ste 202
Miami, FL 33180-2877

Montrex Logistics LLC
2719 Hollywood Blvd Ste B264
Hollywood, FL 33020-4821

Christof Pignet
869 Elvira Ave
Nashville, TN 37216-3006

Celestine Serafine LLC
11420 N Kendall Dr Ste 207
Miami, FL 33176-1039

Maria Belen Dousdebes
7928 East Dr Apt 1003
North Bay Village, FL 33141-5682

Kathleen Schubert
579 Sagamore Ave Unit 106
Portsmouth, NH 03801-5573

Avtun Eymen Le
Rem Ozlem Eymen Turabi
7928 East Dr Apt 1503
North Bay Village, FL 33141-5688

Jose V Sanchez
Christy Lynette Raynor
7928 East Dr Apt 1603
North Bay Village, FL 33141-5684

Gunther Schnitzer
Alejandra Olvera Garcia
7928 East Dr Apt 1803
North Bay Village, FL 33141-5684

Eric Nam
7928 East Dr Apt 104
North Bay Village, FL 33141

Camilo Balzan
7928 East Dr Apt 304
North Bay Village, FL 33141-5681

Mario Andres Mustafa
7928 East Dr Apt 404
North Bay Village, FL 33141-5681

Bryan Flick
3555 Flamingo Dr
Miami Beach, FL 33140-3922

Kyle Allen
7928 East Dr Apt 604
North Bay Village, FL 33141-5681

Vazquez & Ordonez
Investments LLC
7928 East Dr Apt 704
North Bay Village, FL 33141-5682

Homer Lee Hickson
7928 East Dr Apt 804
North Bay Village, FL 33141-5682

Gabriela Sanchez Vegas
7930 East Dr #904
North Bay Village, FL 33141

Eloquence1510 LLC
785 Crandon Blvd Apt 306
Key Biscayne, FL 33149-2589

Promotora De Construccion C/O
Manuel J Vadillo LLP Saltillo S De R L
11402 NW 41st St Ste 202
Doral, FL 33178-4861

Luis Homero Vivas Sardi Trs
The Luis Homero Vivas Sardi Rev Tr
7928 East Dr Apt 1204
North Bay Village, FL 33141-5683

Jose Reyes
2 Victor St
Lodi, NJ 07644-2510

Concepcion Pierina Camino
Alejandra Campins
7928 East Dr Apt 1504
North Bay Village, FL 33141-5688

Eloquence 1604 LLC
9655 E Bay Harbor Dr Apt 7N
Bay Harbor Islands, FL 33154-2122

Pietro Magliocca
7928 East Dr Apt 1804
North Bay Village, FL 33141-5684

Ariel Cubides
1908 NW 79th Ave
Doral, FL 33126-1100

Marisol Archila Ruiz De Mendez
7928 East Dr Apt 405
North Bay Village, FL 33141-5681

Marial Investments Corp
7928 East Dr Apt 505
North Bay Village, FL 33141-5686

Boris Darchy Jocelyne Darchy
970 NE 87th St
Miami, FL 33138-3636

705 North Bay Village LLC
2301 Collins Ave Apt 739
Miami Beach, FL 33139-1631

Osmany Palma
Virlenys Hernandez Palma
7928 East Dr Apt 805
North Bay Village, FL 33141-5682

Viela Investment LLC
20200 W Dixie Hwy 1203
Aventura, FL 33180

3F Ato Investments Corp
3111 N University Dr Ste 105
Coral Springs, FL 33065-5049

Panagiotis Nakos
Alexandra Poliadis
7928 East Dr Apt 1105
North Bay Village, FL 33141-5683

Mohammed Saad A Allehidan Jtrs
Saad Abdulrahman M Allhaidan Jtrs
7930 East 1205 Drive #1205
North Bay Village, FL 33141

Thomas Kuhles
7930 East Dr #1405
North Bay Village, FL 33141-3311

Juan C Sanchez
7930 East Dr #1505
North Bay Village, FL 33141-3311

Allan David Koltun
Kimberly Robinson
7930 East Dr 1605
North Bay Village, FL 33141

Alexander Shvarts
Susanna Roitman
7930 East Dr 1805
North Bay Village, FL 33141

Nathaniel V Stevens
7928 East Dr Apt 106
North Bay Village, FL 33141-5681

Osmany Palma
7928 East Dr Apt 306
North Bay Village, FL 33141-5681

Xia Xia Terranova
7930 East Dr 506
North Bay Village, FL 33141

Kelly Eicher
7930 East Dr 606
North Bay Village, FL 33141

Cosmos Solid Asset LLC
8877 Collins Ave Apt 305
Surfside, FL 33154-3519

Elizabeth Attias Duarte
Atilio Martinez Rojas
7930 East Dr #806
North Bay Village, FL 33141-3311

Miami Paradise Investment LLC
16400 Collins Ave Apt 1743
Sunny Isles Beach, FL 33160-4566

Selena Varela Serra
7930 East Dr 1006
North Bay Village, FL 33141

Sopranico Corp
1110 Brickell Ave
Miami, FL 33131-3132

Paul Radu
7930 East Dr 1206
North Bay Village, FL 33141

Ariel Cubides
7930 East Dr #1406
North Bay Village, FL 33141-3311

Ariel Cubides
14039 SW 14th St
Miami, FL 33184-2708

Balada Capital LLC
7928 East Dr Apt 1606
North Bay Village, FL 33141-5684

Nicholas J Debetta
7928 East Dr Apt 1806
North Bay Village, FL 33141-5684

Suiza Property Condominium LLC
20801 Biscayne Blvd
Miami, FL 33180-1430

Cerro Largo Investor Inc
1687 NE 123rd St
North Miami, FL 33181-2702

Magu Group LLC
16192 Coastal Hwy
Lewes, DE 19958-3608

Daniel Jeremie Benattar
7930 East Dr Unit 607
North Bay Village, FL 33141

Marias One LLC
5805 Waterford District Dr Ste 220
Miami, FL 33126-2056

Pier Luigi Dossena
7930 East Dr #807
North Bay Village, FL 33141

Inveruinon Gloria & Leo 2013 LLC
PO Box 490469
Key Biscayne, FL 33149-0469

Katherine C G Schoonbaert Mejia
7930 East Dr #1107
North Bay Village, FL 33141-3311

Piti One LLC
5931 NW 173rd Dr Unit 9
Hialeah, FL 33015-5107

Walid A Jaziri Trs
Walid Jaziri 2016 Revoc Tr
108 New London Tpke
Norwich, CT 06360-2645

Monica N Fallone
Luis E Mancera Basalo
7930 East Dr 1507
North Bay Village, FL 33141

Eloquencia En La Bahia LLC
2751 N Miami Ave
Miami, FL 33127-4439

Elocuencia En La Bahia LLC
2751 N Miami Ave
Miami, FL 33127-4439

Luisa F Angulo Gartner
Andres Felipe Garcia Nieto
7930 East Dr 308
North Bay Village, FL 33141

Diessa Usa LLC
7928 East Dr Apt 408
North Bay Village, FL 33141-5681

Omar Diaz
7930 East Dr #508
North Bay Village, FL 33141-3311

Charles Bonney Ache
7930 East Dr 608
North Bay Village, FL 33141

Sergio Menedez Aponte
Andrea Menedez Aponte
7930 East Dr #708
Miami, FL 33141

Juez And Juez
Investments Corporation
7135 Collins Ave Apt 336
Miami Beach, FL 33141-3227

Stephen W Lees Le Barbara Horton
Lees Le Rem Stephen W Lees Trs
7928 East Dr Apt 908
North Bay Village, FL 33141-5682

Oscar Restrepo Blanca Restrepo
7930 East Dr #1008
North Bay Village, FL 33141-3311

Nueva Era 20 LLC
16192 Coastal Hwy
Lewes, DE 19958-3608

Fredrick Jacinto Lopez Angela M
Larusso Lopez
7930 East Dr #1408
North Bay Village, FL 33141-3311

Fabio Parisi Federica Balestrieri
7928 East Dr
North Bay Village, FL 33141-5685

Paul M Sperling Trs Sperling Family
Trust R Brenda Sperling Trs
7928 East Dr Apt 1608
North Bay Village, FL 33141-5684

American Pie LLC
3370 Mary St
Miami, FL 33133-5215

Jun 20, 2025 at 3:53:43 PM
7945 East Dr
North Bay Village FL 33141
United States

Moving Gate Can Cause
Serious Injury or Death
KEEP CLEAR! Gate may move at any time without prior warning.
Do not let children operate the gate or play in the gate area.
This entrance is for vehicles only.
Pedestrians must use separate entrance.

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that North Bay Village will hold Public Hearings at Village Hall, Commission Chambers, 1666 Kennedy Causeway, Suite 101, North Bay Village, FL 33141, as follows:

Planning & Zoning Board
July 2, 2025, at 6:00 PM

Village Commission
July 15, 2025, at 6:00 PM *(Ordinance on First Reading)*
**A Second Reading / Public Hearing will be required*

The purpose of the Public Hearings is to consider a Special Area Plan (SAP) application for the subject location:

APPLICANT: Harbor Island Development Company, LLC

LOCATION: 7946 and 8000 East Drive, North Bay Village, FL 33141[1]

SITE PLAN, SPECIAL AREA PLAN, REZONING, AND TEXT AMENDMENT APPLICATION:
The applicant is seeking the Village's review and approval to move forward with a multi-family development on two parcels located at 7946 and 8000 East Drive, totaling approximately 4.12 acres. The proposed project includes 364 residential units with one to four-bedroom configurations, a marina, and a 9,000-square-foot public waterfront park and civic space. The Special Area Plan application seeks a rezoning and modifications to the Unified Land Development Code specific to the properties.

All interested parties are encouraged to participate by either appearing at the public hearing(s) or by sending written comments in advance of the hearing (s) to:

North Bay Village
Office of the Village Clerk
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Email: publiccomments@nbvillage.com

The Board or Commission may continue or defer the hearing to a new date and time certain without further notice provided the date and time of the continuance or deferral is announced at the hearing. Information regarding the proposed request and/or project is available at the Village Clerk's office during normal business hours. The Village Clerk can be reached at 305-756-7171. The meeting agenda and supporting documentation will be available online at https://northbayvillage-fl.gov/agendas-minutes/

Pursuant to Section 286.0105, Florida Statutes if any person decides to appeal any decision made by the Board or Commission with respect to any matter considered at the meeting or hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990 (ADA), persons needing special accommodations to participate in these proceedings should contact the Village Clerk's Office for assistance at (305) 756-7171, no later than four (4) business days prior to such proceeding.

Alba L. Chang, CMC
Village Clerk

[1] The parcels are identified as Folios 23-3205-001-0030 and 23-3209-001-0020 by the Miami-Dade County Property Appraiser.

STS

Jun 20, 2025 at 3:56:03 PM
7946 East Dr
North Bay Village FL 33141
United States

NORTH BAY VILLAGE
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July 2, 2025, at 6:00 PM

Village Commission
July 15, 2025, at 6:00 PM *(Ordinance on First Reading)*
**A Second Reading / Public Hearing will be required*

The purpose of the Public Hearings is to consider a Special Area Plan (SAP) application for the subject location:

APPLICANT: Harbor Island Development Company, LLC

LOCATION: 7946 and 8000 East Drive, North Bay Village, FL 33141[1]

SITE PLAN, SPECIAL AREA PLAN, REZONING, AND TEXT AMENDMENT APPLICATION:
The applicant is seeking the Village's review and approval to move forward with a multi-family development on two parcels located at 7946 and 8000 East Drive, totaling approximately 4.12 acres. The proposed project includes 364 residential units with one to four-bedroom configurations, a marina, and a 9,000-square-foot public waterfront park and civic space. The Special Area Plan application seeks a rezoning and modifications to the Unified Land Development Code specific to the properties.

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Email: publiccomments@nbvillage.com

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Alba L. Chang, CMC
Village Clerk

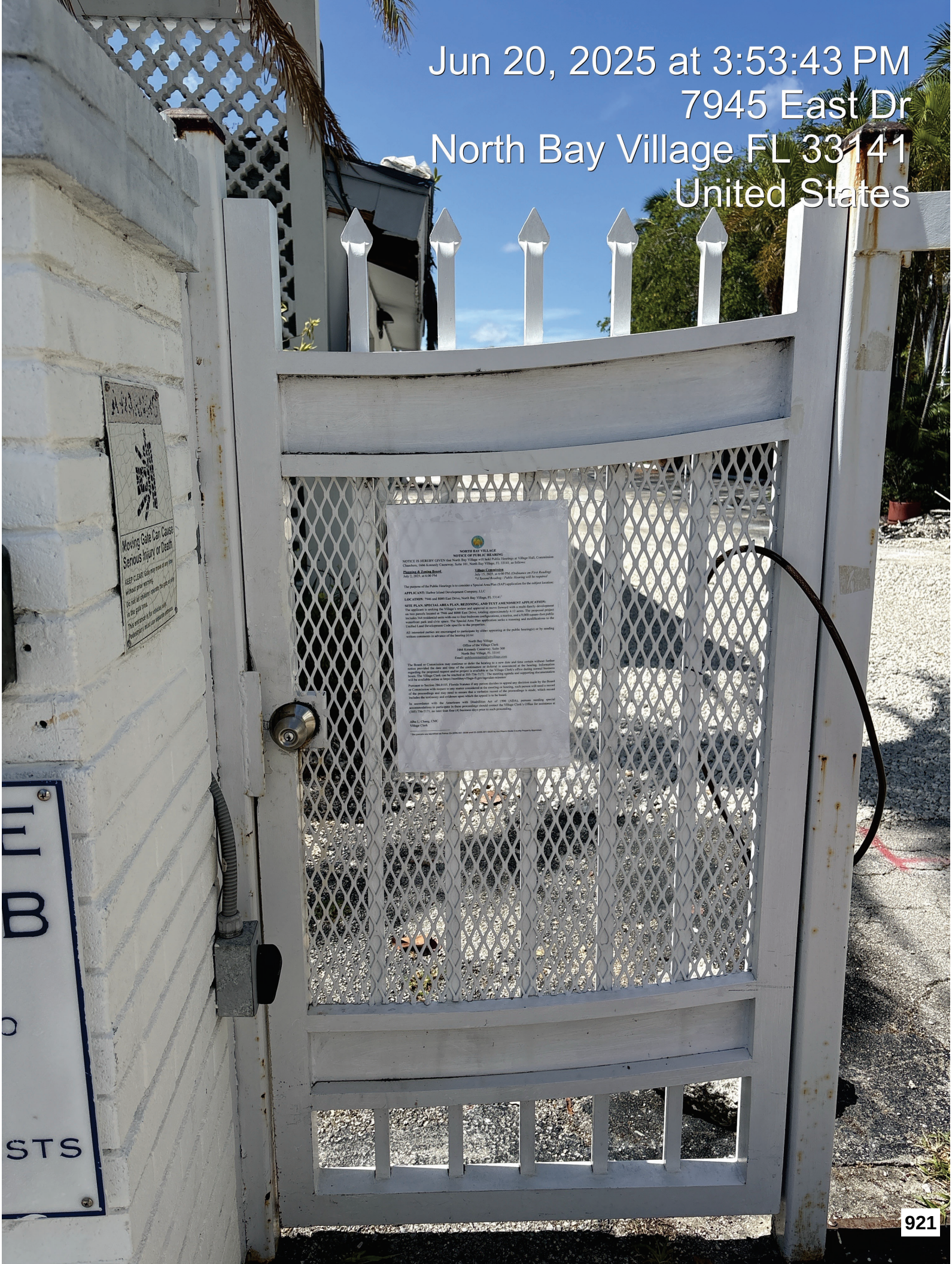
[1]The parcels are identified as Folios 23-3209-001-0030 and 23-3209-001-0020 by the Miami-Dade County Property Appraiser.

NO TRESPASSING

THIS PROPERTY IS PROTECTED BY VIDEO SURVEILLANCE

TRESPASSERS WILL BE PROSECUTED

Dxsigns LANTU-RE204


Jun 20, 2025 at 3:53:43 PM
7945 East Dr
North Bay Village FL 33141
United States
Moving Gate Can Cause Serious Injury or Death
KEEP CLEAR! Gate may move at any time without prior warning.
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This entrance is for vehicles only. Pedestrians must use separate entrance.
NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING
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Planning & Zoning Board
July 2, 2025, at 6:00 PM
Village Commission
July 15, 2025, at 6:00 PM (Ordinance on First Reading)
*A Second Reading / Public Hearing will be required
The purpose of the Public Hearings is to consider a Special Area Plan (SAP) application for the subject location:
APPLICANT: Harbor Island Development Company, LLC
LOCATION: 7946 and 8000 East Drive, North Bay Village, FL 33141
SITE PLAN, SPECIAL AREA PLAN, REZONING, AND TEXT AMENDMENT APPLICATION:
The applicant is seeking the Village's review and approval to move forward with a multi-family development on two parcels located at 7946 and 8000 East Drive, totaling approximately 4.12 acres. The proposed project includes 364 residential units with one to four-bedroom configurations, a marina, and a 9,000-square-foot public waterfront park and civic space. The Special Area Plan application seeks a rezoning and modifications to the Unified Land Development Code specific to the properties.
All interested parties are encouraged to participate by either appearing at the public hearing(s) or by sending written comments in advance of the hearing (if) to:
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North Bay Village, FL 33141
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In accordance with the Americans with Disabilities Act of 1990 (ADA), persons needing special accommodations to participate in these proceedings should contact the Village Clerk's Office for assistance at (305) 756-7171, no later than four (4) business days prior to such proceeding.
Alba L. Chang, CMC
Village Clerk
* The parcels are identified as Parties (16-2256-001-0030 and 23-2256-001-0020 by the Miami-Dade County Property Appraiser.
921

Jun 20, 2025 at 3:56:03 PM
7946 East Dr
North Bay Village, FL 33141
United States

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that North Bay Village will hold Public Hearings at Village Hall, Commission Chambers, 1666 Kennedy Causeway, Suite 101, North Bay Village, FL 33141, as follows:

Planning & Zoning Board	Village Commission
July 2, 2025, at 6:00 PM	July 15, 2025, at 6:00 PM *(Ordinance on First Reading)*
	**A Second Reading / Public Hearing will be required*

The purpose of the Public Hearings is to consider a Special Area Plan (SAP) application for the subject location:

APPLICANT: Harbor Island Development Company, LLC

LOCATION: 7946 and 8000 East Drive, North Bay Village, FL 33141[1]

SITE PLAN, SPECIAL AREA PLAN, REZONING, AND TEXT AMENDMENT APPLICATION:
The applicant is seeking the Village's review and approval to move forward with a multi-family development on two parcels located at 7946 and 8000 East Drive, totaling approximately 4.12 acres. The proposed project includes 364 residential units with one to four-bedroom configurations, a marina, and a 9,000-square-foot public waterfront park and civic space. The Special Area Plan application seeks a rezoning and modifications to the Unified Land Development Code specific to the properties.

All interested parties are encouraged to participate by either appearing at the public hearing(s) or by sending written comments in advance of the hearing (s) to:

North Bay Village
Office of the Village Clerk
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Email: publiccomment@nbvillage.com

The Board or Commission may continue or defer the hearing to a new date and time certain without further notice provided the date and time of the continuance or deferral is announced at the hearing. Information regarding the proposed request and/or project is available at the Village Clerk's office during normal business hours. The Village Clerk can be reached at 305-756-7171. The meeting agenda and supporting documentation will be available online at https://northbayvillage-fl.gov/agendas-minutes/

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In accordance with the Americans with Disabilities Act of 1990 (ADA), persons needing special accommodations to participate in these proceedings should contact the Village Clerk's Office for assistance at (305) 756-7171, no later than four (4) business days prior to such proceeding.

Alba L. Chang, CMC
Village Clerk

[1] The parcels are identified as Folios 23-3209-001-0030 and 23-3209-001-0020 by the Miami-Dade County Property Appraiser.

NO TRESPASSING

THIS PROPERTY IS PROTECTED BY VIDEO SURVEILLANCE

TRESPASSERS WILL BE PROSECUTED

Dxsigns LANTU-RE204

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 SEPTEMBER 16, 2025 AT 6:30 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE ZONING OF CERTAIN PARCELS LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030), FROM RM-70 HIGH DENSITY MULTIPLE FAMILY RESIDENTIAL DISTRICT TO "8000 EAST SPECIAL AREA PLAN"; AMENDING THE UNIFIED LAND DEVELOPMENT CODE TO CREATE "APPENDIX D, 8000 EAST SPECIAL AREA PLAN" TO PROVIDE SPECIFIC ZONING REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY HARBOR ISLAND DEVELOPMENT COMPANY LLC TO PERMIT A RESIDENTIAL DEVELOPMENT CONSISTING OF TWO MULTIFAMILY RESIDENTIAL TOWERS, A PARKING STRUCTURE, MARINA, AND CIVIC SPACE, LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030); PROVIDING FOR FINDINGS, CONDITIONS, LIMITATION OF APPROVAL, IMPLEMENTATION, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH HARBOR ISLAND DEVELOPMENT COMPANY LLC FOR THE PROPERTIES LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030) RELATING TO THE DEVELOPMENT OF A RESIDENTIAL DEVELOPMENT CONSISTING OF TWO MULTIFAMILY RESIDENTIAL TOWERS, A PARKING STRUCTURE, MARINA, AND CIVIC SPACE PURSUANT TO SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION, PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING "APPENDIX A, SUNBEAM NBV SPECIAL AREA PLAN" OF THE UNIFIED LAND DEVELOPMENT CODE TO ADDRESS WORKFORCE HOUSING REQUIREMENTS AMONG OTHER PROVISIONS, APPLICABLE TO PROPERTIES ZONED "SUNBEAM SPECIAL AREA PLAN"; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT, PURSUANT TO SECTIONS 163.3221 THROUGH 163.3243, FLORIDA STATUTES, AND SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE, TO REPLACE THE PREVIOUSLY APPROVED SUNBEAM DEVELOPMENT AGREEMENT GOVERNING THE DEVELOPMENT OF A MIXED-USE PROJECT CONSISTING OF RESIDENTIAL, OFFICE, COMMERCIAL, HOTEL/LODGING, AND CIVIC USES ON CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBERS 23-3209-000-0010, 23-3209-000-0200, 23-3209-000-0201, 23-3209-000-0020, 23-3209-000-0030, 23-3209-000-0031, 23-3209-000-0040, 23-3209-000-0161, 23-3209-010-0240, AND 23-3209-010-0270, LEGALLY DESCRIBED IN EXHIBIT "A" TO THE PREVIOUSLY APPROVED DEVELOPMENT AGREEMENT; PROVIDING FOR AUTHORIZATION, PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/ APPROVING WITH CONDITIONS/DENYING] A VARIANCE APPLICATION BY JULIO CESAR ALONSO CHOCHO FOR PROPERTY LOCATED AT 1540 N TREASURE DR (FOLIO NO. 23-3209-009-0770) TO ALLOW A POOL WITHIN THE REQUIRED REAR/EASEMENT AND SIDE SETBACKS, WHERE SECTION 8.17.M.2.B OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) REQUIRES A SETBACK OF AT LEAST 7.5 FEET FROM THE REAR EASEMENT AND 15 FEET FROM SIDE PROPERTY LINE; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE YOU MAY JOIN THE ZOOM MEETING AT: **MEETING ID:** 891 2658 3746
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

Notice of Public Hearing - Regular Commission Meeting

North Bay Village | Publish Date: Sep 2, 2025

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON SEPTEMBER 16, 2025 AT 6:30 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

The Zoning Specialists Group, Inc.

September 2, 2025

North Bay Village
Planning & Zoning Department
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

To whom it may concern:

This is to notify your office that on Tuesday September 2nd, 2025, the following notice was mailed out:

Village Commission
September 16, 2025, at 6:30 PM *(Ordinance on Second Reading)*
The purpose of the Public Hearings is to consider a Special Area Plan (SAP) application for the subject location:
APPLICANT: Harbor Island Development Company, LLC
LOCATION: 7946 and 8000 East Drive, North Bay Village, FL 33141
SITE PLAN, SPECIAL AREA PLAN, REZONING, AND TEXT AMENDMENT APPLICATION:
The applicant is seeking the Village's review and approval to move forward with a multi-family development on two parcels located at 7946 and 8000 East Drive, totaling approximately 4.12 acres. The proposed project includes 364 residential units with one to four-bedroom configurations, a marina, and a 9,000-square-foot public waterfront park and civic space. The Special Area Plan application seeks a rezoning and modifications to the Unified Land Development Code specific to the properties.
Total number pieces: 210

Sincerely,
The Zoning Specialists Group, Inc.

Omara R. Lopez,
For the Firm

7729 NW 146th Street • Miami Lakes, FL 33016
Phone: 305 828-1210
www.thezoningspecialistsgroup.com

Sep 4, 2025 at 1:25:08 PM
7946 East Dr
North Bay Village FL 33141
United States

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that North Bay Village will hold Public Hearings at Village Hall, Commission Chambers, 1666 Kennedy Causeway, Suite 101, North Bay Village, FL 33141, as follows:

Village Commission
September 16, 2025, at 6:30 PM (Ordinance on Second Reading)

The purpose of the Public Hearings is to consider a Special Area Plan (SAP) application for the subject location:

APPLICANT: Harbor Island Development Company, LLC

LOCATION: 7946 and 8000 East Drive, North Bay Village, FL 33141

SITE PLAN, SPECIAL AREA PLAN, REZONING, AND TEXT AMENDMENT APPLICATION:
The applicant is seeking the Village's review and approval to move forward with a multi-family development on two parcels located at 7946 and 8000 East Drive, totaling approximately 4.12 acres. The proposed project includes 360 residential units with one to three-bedroom configurations, a marina, and a 9,000-square-foot public waterfront park and civic space. The Special Area Plan application seeks a rezoning and modifications to the Unified Land Development Code specific to the properties.

All interested parties are encouraged to participate by either appearing at the public hearing(s) or by sending written comments in advance of the hearing to:

North Bay Village
Office of the Village Clerk
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Email: [illegible]

The Board or Commission may continue or defer the hearing to a new date and time certain without further notice provided the date and time of the continuance or deferral is announced at the hearing. Information regarding the proposed request and/or project is available at the Village Clerk's office during normal business hours. The Village Clerk can be reached at 305-756-7171. The meeting agenda and supporting documentation will be available online at https://northbay-village-fl.gov/agendas-minutes/

Pursuant to Section 286.0105, Florida Statutes if any person decides to appeal any decision made by the Board or Commission with respect to any matter considered at the meeting or hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990 (ADA), persons needing special accommodations to participate in these proceedings should contact the Village Clerk's Office for assistance at (305) 756-7171, no later than four (4) business days prior to such proceeding.

Alba L. Clong, CMC
Village Clerk

NORTH BAY VILLAGE
HEART OF THE BAY

Sep 4, 2025 at 1:27:35 PM
7945 East Dr
North Bay Village FL 33141
United States

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that North Bay Village will hold Public Hearings at Village Hall, Commission Chambers, 1666 Kennedy Causeway, Suite 101, North Bay Village, FL 33141, as follows:

Village Commission
September 16, 2025, at 6:30 PM *(Ordinance on Second Reading)*

The purpose of the Public Hearings is to consider a Special Area Plan (SAP) application for the subject location:

APPLICANT: Harbor Island Development Company, LLC

LOCATION: 7946 and 8000 East Drive, North Bay Village, FL 33141[1]

SITE PLAN, SPECIAL AREA PLAN, REZONING, AND TEXT AMENDMENT APPLICATION: The applicant is seeking the Village's review and approval to move forward with a multi-family development on two parcels located at 7946 and 8000 East Drive, totaling approximately 4.12 acres. The proposed project includes 364 residential units with one to four-bedroom configurations, a marina, and a 9,000-square-foot public waterfront park and civic space. The Special Area Plan application seeks a rezoning and modifications to the Unified Land Development Code specific to the properties.

All interested parties are encouraged to participate by either appearing at the public hearing(s) or by sending written comments in advance of the hearing (s) to:

North Bay Village
Office of the Village Clerk
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Email: publicomments@nbvillage.com

The Board or Commission may continue or defer the hearing to a new date and time certain without further notice provided the date and time of the continuance or deferral is announced at the hearing. Information regarding the proposed request and/or project is available at the Village Clerk's office during normal business hours. The Village Clerk can be reached at 305-756-7171. The meeting agenda and supporting documentation will be available online at https://northbayvillage-fl.gov/agendas-minutes/

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In accordance with the Americans with Disabilities Act of 1990 (ADA), persons needing special accommodations to participate in these proceedings should contact the Village Clerk's Office for assistance at (305) 756-7171, no later than four (4) business days prior to such proceeding.

Alba L. Chang, CMC
Village Clerk

[1] The parcels are identified as Folios 23-3209-001-0030, 23-3209-001-0020, and 23-3209-001-0024 by the Miami-Dade County Property Appraiser.

ITEM NO. 12.C

North Bay Village
Recommendation Memorandum

DATE: September 16, 2025

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

FROM: Silvia Vargas, Village Planner

SPONSORED BY:

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY HARBOR ISLAND DEVELOPMENT COMPANY LLC TO PERMIT A RESIDENTIAL DEVELOPMENT CONSISTING OF TWO MULTIFAMILY RESIDENTIAL TOWERS, A PARKING STRUCTURE, MARINA, AND CIVIC SPACE, LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030); PROVIDING FOR FINDINGS, CONDITIONS, LIMITATION OF APPROVAL, IMPLEMENTATION, AND AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the proposed site plan application be approved subject to conditions as recommended by Staff, based on the Planning and Zoning Board's vote from July 2, 2025.

BACKGROUND AND ANALYSIS

See attached staff report and supporting documentation.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NoneN/A

PERSONNEL IMPACT

None

ATTACHMENTS

Site Plan Staff Report_8000 East Drive (Commission 09.16.2025).pdf

Attachment 1_Survey and Plat.pdf
Attachment 2_Letter of Intent.pdf
Attachment 3_Site Plan and Arch Plans.pdf
Attachment 4_Civil Plans.pdf
Attachment 5_Landscape Plans.pdf
Attachment 6_Marina Plan.pdf
Attachment 7_Seawall Plans.pdf
Attachment 8_NGBS Certification Proposal.pdf
Attachment 9_Infrastructure Summary.pdf
Attachment 10_Economic Impact Analysis.pdf
Attachment 11_Traffic Study_June 2025.pdf
Attachment 12_Maneuverability Analysis.pdf
Reso_8000 East_District_Site_Plan - Commission.docx
SAP - 7946-8000 E Drive - Mailers.pdf
Notice of Public Hearing -MDC Legals.pdf
Notice of Public Hearing - MDC -legal Ads.pdf
certification of mailers- Posting 9.4.2025 -F.pdf

MEMORANDUM
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Tel: (305) 756-7171
Fax: (305) 756-7722
Website: www.northbayvillage-fl.gov

Date: **September 16, 2025**

To: **Village Commission**

From: **Silvia E. Vargas, FAICP, via Village Manager Frank Rollason**

Subject: **Site Plan for Harbor Island North Bay Village, 8000 and 7946 East Drive**

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1. General Information

Owner/Applicant:	Harbor Island Development Company, LLC
Site Address:	8000 and 7946 East Drive
Site Acreage	179,536 square feet (approx. 4.122 acres)
Folio Number	23-3209-001-0020, 23-3209-001-0024 and 23-3209-001-0030

2. Legal Description of Subject Property

PARCEL 1:

TRACT B, LESS THE SOUTH 160.00 FEET THEREOF, HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44 AT PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

THE WEST 40.00 FEET OF THE EAST 1/2 OF THE SOUTH 160.0 FEET OF TRACT "B", HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44 AT PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL 2:

LOT 63, AND THE SOUTH 160 FEET OF THE WEST 1/2 OF TRACT B OF HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44 AT PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Note. Refer to Attachment 1 for Survey.

3. Property Future Land Use Map and Zoning Designations

Future Land Use	High Density Multi-family Residential
Zoning District	RM-70 - Multiple Family Residential
Existing Land Use	Multiple Family Residential

4. Adjacent Land Use Map Classifications and Zoning District

North	Future Land Use	Water
	Zoning District	Water
	Existing Land Use	Water
East	Future Land Use	Water
	Zoning District	Water
	Existing Land Use	Water
South	Future Land Use	High Density Multi-family Residential
	Zoning District	RM-70 - Multiple Family Residential
	Existing Land Use	Multiple Family Residential
West	Future Land Use	Water
	Zoning District	Water
	Existing Land Use	Water

5. Background

The following is a chronology, thus far, of the development review process for the project proposed by Harbor Island Development Company, LLC (formerly by PRH-MP North Bay Village Venture, LLC) on approximately 4.12 acres located at 8000 and 7946 East Drive on Harbor Island:

- October 30, 2024: A Site Plan Approval application is submitted to the Village pursuant to § 5.8 of the North Bay Village Unified Land Development Code (ULDC), for a residential development on above-referenced property, further identified by Miami-Dade County folio numbers 23-3209-001-0020, 23-3209-001-0024, and 23-3209-001-0030.
- December 13, 2024: The Village's Development Review Committee (DRC) meets to review the site plan application and to issue combined comments.
- April 30, 2025: Following the Village Commission's adoption of amended Special Area Plan (SAP) regulations on March 18, 2025, the applicant submitted an SAP application to establish a unified development concept and request regulatory modifications to support the project. The applicant also amended its Site Plan Approval application to align with the SAP request and address the DRC's prior comments.

- June 20, 2025: The DRC conducted its second review of the Site Plan Approval application. While most comments from the December 2025 meeting were addressed, a few items remained outstanding or required clarification. The applicant was asked to resolve a short list of these issues prior to the Planning and Zoning Board (PZB) hearing. Staff agreed that, if the applicant generally complied with the DRC's request, the remaining items could be recommended to the PZB and the Village Commission as conditions of Site Plan approval, to be satisfied before issuance of a building permit.
- July 2, 2025: The PZB reviewed both the SAP and Site Plan Approval applications and voted to forward both to the Village Commission with recommendations consistent with the DRC's findings.
- July 15, 2025, the Village Commission approved the SAP ordinance and rezoning request on first reading. Although the Site Plan Approval application was not part of the July 15th agenda, the Commission discussed site plan issues extensively and made several recommendations/requests for changes, additions, etc.
- July 28, 2025: The applicant submitted a revised site plan application package. In response to the Commission's comments, the applicant added speed reduction measures on the ingress / egress drive around the southeast corner of the site; updated the marina design to reduce the number of boat of slips to 38 and the waterward projection of the proposed docks to 115 feet; updated the Valet count in the traffic study to accurately reflect the intended building program; and incorporated a public kayak launch.

The Commission's Site Plan Approval application review is scheduled to coincide with the second reading of the SAP ordinance and rezoning of the property. This staff report summarizes the revised Site Plan application (including the applicant's June 24, 2025 response to DRC comments, the July 17th response to PZB comments, and July 28, 2025 response to Commission comments) and recommends action and conditions for consideration by the Village Commission.

6. Description of Applicant's Request

The proposed development includes the following program components:

- *Residential Program and Density*
  The project includes 364 residential units distributed across two towers. Unit layouts have not been included in the submitted materials, but unit counts by number of bedrooms and square footage ranges were obtained from the tables on Sheet A0-03 of the Architectural Set. The overall The Letter of Intent indicates that the development is intended to target a higher-end residential market.

Unit type	Unit Area (SF)	Proposed
1-bedroom	Average Unit size 2,138 sqft	3
2-bedroom	Average Unit size 2,138 sqft	161

3-bedroom	Average Unit size 2,138 sqft	76
4-bedroom	Average Unit size 2,138 sqft	124
	Total	**364**

The Applicant has submitted a Level of Service (LOS) Analysis and Traffic Impact Statement that project population and estimate development impacts based on these numbers. Staff has also requested unit typology diagrams, but the applicant has indicated that unit layouts will be finalized at a later stage of development.

To achieve the proposed development density (of approximately 88.3 units per acre, or about 23.5% over the base density of 70 units per acre), the Applicant proposes to utilize development rights purchased pursuant to Ordinance No. 2024-006 and transferred pursuant to Section 8.13 of the ULDC. Sec. 8.13 allows the density and building height of a receiving to exceed the base density and maximum building height (including all other available bonuses) by no more than 30%, following the use of transferred units.

- *Building Height and Massing*
  Each tower is proposed at approximately 43 stories, with an overall height of approximately 498 feet. The proposed height exceeds the maximum permitted height under current zoning regulations, including all available height bonuses, as restricted by Sec. 8.12). However, the Applicant is availing of the height and development capacity reallocation provisions contemplated under Sec. 4.19, which authorizes a Special Area Plan to reallocate development parameters such as height. Concurrent with the site plan application, the applicant is proposing a SAP text amendment. The building elevations and sections depict a consistent tower form situated on a larger building base or pedestal.

- *Parking and Loading*
  The development includes a five-level parking garage with a total of 798 parking spaces. The garage design incorporates bicycle parking, electric vehicle charging stations, and valet drop-off areas. Four loading spaces are provided. Parking and service access are integrated into the internal site circulation pattern and accessed from East Drive. The proposed SAP text amendment includes provisions for a minimum parking ratio of 2 spaces per residential unit (plus visitor parking).

- *Vehicular and Pedestrian Circulation*
  Access to the site is provided via East Drive. A Traffic Impact Study was submitted in support of the application. Internal circulation connects to the parking facility and building entrances. During the Village Commission's July 15, 2025 meeting, the Commission asked the applicant to further refine vehicular access into the parking garage. This was done in the August 25, 2025, site plan resubmittal. The proposed development also includes new east-west pedestrian paths across the site and extends the Village's Island Walk along the perimeter of the property.

- *Public Open Space and Waterfront Improvements*
  To meet the requirements of the recently amended Sec. 4.19 (which requires assignment of at least 5% of the aggregated lot area to a civic space type, not including the required Island Walk), the project includes a ±9,000-square-foot public park, exclusive of Island Walk, located on the southwest corner of the site. A portion of the proposed open space is situated beneath a cantilevered portion of the structure, with approximately 15 feet of clearance. This area is identified as a flexible lawn. The extension of the Island Walk is shown along the eastern boundary of the site, with pedestrian improvements along the shoreline intended to integrate with the broader bayfront pathway network. During the Village Commission's July 15, 2025 meeting, the Commission asked the applicant to add a kayak/canoe/paddle board water access facility. In the August 25, 2025 site plan resubmittal, a 40-foot long floating dock for kayak/canoe launching is provided as part of the public portion of the site.

- *Marina*
  A private marina with 38 slips is depicted on the site plan and the marina plan. The submittal identifies a dockmaster and marina storage area located at the ground level. During the Village Commission's July 15, 2025 meeting, the Commission asked for assurance that no fueling facilities would be included and that a dockmaster be provided. These conditions are incorporated in the updated development agreement. The Commission also asked the applicant to limit the length of the proposed docking to ensure other boat access into and out of Jerusalem Harbor would be preserved. This was done in the August 25, 2025 site plan resubmittal, with the projection being reduced to 115 feet.

- *Green Building Features*
  The applicant has submitted a National Green Building Standard (NGBS) report card indicating intent to meet a minimum of 30 points, consistent with the ULDC requirement for SAPs utilizing TDRs. The submitted documentation reflects a Bronze certification level.

7. Consistency with NBV100 Comprehensive Plan and NBV100 Master Plan

The proposed development is located within the Residential (Multifamily High Density) Future Land Use category and is consistent with the intent of the Comprehensive Plan, including, but not limited to:

Future Land Use Element

- Policy 2.1.5, which requires developers to offer proof of availability of public services and facilities prior to receiving any development order or permit.

- Policies 2.1.7 and 2.1.8, which require consistency of development with the Village's Flood Protection Ordinance and stormwater management standards for a development order or permit to be granted.

- Policy 2.1.9, which requires consistency with levels of service established in the Comprehensive Plan.

- Policy 2.1.13, establishing the parameters for the transfer of density rights.

- Objective 2.2 and Policy 2.2.5, which promote resilient, attractive, and sustainable

redevelopment, infill, and design within appropriately designated areas.

- Objective 2.3, requiring future development and redevelopment to be consistent with that indicated in the Future Land Use Element and with any adopted redevelopment plan.

Housing Element

- Policy 6.3.7 regarding incentives for the provision of sustainable green homes.

Recreation and Open Space Element

- Objective 10.1, which seeks to obtain additional recreation and open space sites and/or facilities for the Village.

- Policy 10.7.1, which requires implementation of the Island Walk Program as part of waterfront development and redevelopment to afford all residents of the Village access to the waterfront for walking and other passive activities.

- Policy 10.1.12, whereby the Village promotes waterfront amenities such as boardwalks and boating access and encourages small marinas.

The proposed project also aligns with the NBV100 Master Plan's vision to transform North Bay Village into a resilient, connected, and livable community. This assessment considers the relationship of the project to the guiding pillars of the NBV100 Master Plan: Livability, Resilience, and Prosperity.

NBV100 Master Plan – Pillars and Goals

The goal of NBV100 is to equip North Bay Village with the tools necessary to become a more complete, sustainable, and economically successful community that can adapt to the challenges of a changing climate. The NBV100 vision is framed through three pillars and several related goals. The following assessment addresses each goal that relates to the proposed project.

Livability The Livability principle focuses on the desire for a stronger sense of place to reflect civic pride, create a more people-centered public realm, and leverage the value of NBV's privileged but underutilized bay frontage more accurately. Key goals in making NBV a more livable home to its residents involve greater walkability; more public access to the waterfront; additional gathering spaces and services; and projecting a renewed and art-infused village image to the world.

(1) Prioritize people over cars.
(2) Embrace the waterfront.
(3) Improve the quality of life.
(4) Synergize public space to refresh NBV identity.

Staff Evaluation: The proposed development includes pedestrian connectivity improvements and the continuation of the Island Walk along the eastern waterfront. The project incorporates a ±9,000-square-foot civic space and provides east-west access across the site, as well as a 40-foot floating kayak/canoe launch dock, facilitating public engagement with the waterfront. The configuration of pedestrian elements, such as the flexible lawn and boardwalk, supports efforts to make the bayfront more people-centered and accessible to all residents.

Resilience In order to ensure its Resilience, NBV must address how to secure the perimeter of the islands to keep the bay water out while efficiently managing the water that does come ashore. Adjusting sea walls, raising grades, good infrastructure planning and maintenance, as well as responsible stewardship of the bayfront edge's natural ecosystem, are key objectives.

(1) Created in water.
(2) Protected from water.
(3) Thriving with water.

Staff Evaluation: The project includes a Green Building scorecard that meets the minimum point threshold (30) required for multifamily residential properties developed pursuant to a transfer of development rights. The Applicant proposes to achieve National Green Building Standard (NGBS) Bronze Certification for 10 points. Notable features include the use of native landscaping, a white roof, Energy Star-rated appliances, and waste diversion measures. The seawall will be replaced and updated with a proposed TOC elevation of 6 feet (exceeding the Village's minimum requirement). The proposed cap must allow for the addition of two additional feet of height in the future.

At the July 15, 2025 Commission meeting, the applicant was asked to incorporate living seawall features, subject to external agency approval. At this time, the applicant proposes to have lime rock rip-rap installed along the entire wet-face of the new seawall.

The proposed open space areas at ground level could support significant passive resilience functions. Continued refinement of the resilience strategy, including confirmation of shoreline treatments and long-term sustainability measures, is recommended to further enhance overall alignment with NBV100 climate adaptation goals.

Prosperity The desire for Prosperity speaks to the shared goal to see the Village Center attract more retail, businesses and services that have found homes elsewhere in the region and bypassed NBV during prior boom years, to benefit residents. The key to changing this pattern is linked to reinventing Kennedy Causeway as a welcoming pedestrian-oriented and business-friendly mixed-use main street and getting away from the existing car-oriented highway with disconnected shopping centers and isolated towers.

(1) Capitalize on existing resources.
(2) Increase private property value.
(3) Optimize and manage parking.
(4) Incentivize flexibility and predictability.

Staff Evaluation: The proposed project introduces 364 new residential units, a marina, structured parking, and publicly accessible civic space on an underutilized parcel. This represents significant reinvestment in Harbor Island which will result in increased property values and new activity within the surrounding area. Additionally, the Applicant has submitted an economic impact study prepared by Florida Economic Advisors (March 2025), which estimates ad valorem revenues to North Bay Village of $110.6 million resulting from the development over a 20-year period, as well as $105.1 million in 20-year tax increment revenue; $105.2 million in 20-year positive net fiscal impact; and $1.54 million in development impact fees to North Bay Village.

Although the lack of ground-floor commercial or retail uses reduces the project's contribution to the economic diversification goals expressed in the NBV100 Master Plan and the updated

purpose of the RM-70 zoning district regulations, the same economic impact study estimates that the project could support about 2,000 FTE workers during the construction phase, while indirectly supporting another 4,023 jobs and generating nearly $174 million in earnings from the activity of area businesses who would be direct suppliers to the construction companies building the project.

Permanent, recurring economic impacts are expected from the need for an attendant local employment base of about 37 permanent, full-time equivalent (FTE) workers, as well as from new household spending (retail and services), which is projected to be nearly $83 million annually spread countywide.

Overall, the project demonstrates is consistent with the Comprehensive Plan and NBV100 Master Plan, particularly with respect to walkability, sustainability, and public realm improvements. Specific elements, including art installations anticipated from the development of the required Island Walk and Civic Spaces, support for local businesses, and resilience infrastructure, remain subject to further review and coordination.

8. Site Plan Approval Criteria

Section 5.8.(B)(9)(c) requires the Planning and Zoning Board and Village Commission of North Bay Village to review a site plan approval request against the following criteria:

(1) Protects against and minimizes any undesirable effects upon contiguous and nearby property.

Applicant's Remarks: The Project is redeveloping a site where the existing buildings are uninhabited and in poor condition, with one building having already been declared unsafe, condemned, and evacuated. It will be a catalyst in revitalizing the area and has been designed to minimize its impact on nearby properties by providing an extension of the Village's Island Walk bayfront walkway surrounding the Property, a new waterfront public park/civic space and other landscaped buffers on the south side of the Project.

Staff Evaluation: The proposed development includes setbacks ranging from 20 to 30 feet along the southern and southwestern property lines, where the site abuts other residential buildings. These setbacks exceed the minimum interior side yard standards outlined in Section 8.10.D.4.b. of the ULDC. Landscape plans identify vegetated buffers along these boundaries to soften transitions and improve compatibility with adjacent uses. The waterfront edge includes a shaded lawn beneath the parking garage, which remains accessible to the public. At the same time, the project proposes a height and density that are significantly greater than those present today. However, the large site size, setting of the property, and proposed building configuration, placement, and setbacks provide reasonable transitions and offer visual relief for adjacent properties.

The height and density proposals are not only within the constraints of the SAP criteria, but they are below the maximum thresholds of the RM-70 zoning district and the TDR provisions relative to density.

(2) Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.

Applicant's Remarks: The Project provides 798 parking spaces in an attached parking garage, which will comply with the Proposed "8000 East SAP" Code amendment.

Staff Evaluation: From the Parking Requirements table shown on Sheet A0-0.4 of the architectural plan set dated 06.23.25, approximately 2.19 spaces per unit are provided, including visitor parking (which must be provided at a rate of 10% of provided spaces). The project meets and exceeds the proposed SAP standard. (Staff has noted that approximately 878 spaces are required to meet the project needs according to the ratios per unit size recommended in Sec. 9.3.C.2 of the ULDC. However, the Applicant stated that the proposed ratio is based on experience with similar projects and is confident that the proposed ratio is appropriate to provide adequate parking for the project.

(3) Provides sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.

Applicant's Remarks: The Project improves the appearance and character of the neighborhood by expanding the Village's Island Walk bayfront walkway and a new waterfront park which will provide public access to the waterfront. This new public area will include significant landscaping and will provide a buffer between the buildings and the waterfront as well as neighboring properties. Extensive landscaped areas are also provided throughout the rest of the Project.

Staff Evaluation: The site plan includes a variety of open spaces serving both residents and the public. The project meets the minimum pervious area and setback requirements, and the design intent promotes visual quality and access to green space. Open space is distributed throughout the site, including a large flexible lawn, civic plaza, and landscaped areas at upper amenity levels. The pervious area calculations, updated on Sheet L-2, demonstrate compliance with the ULDC's minimum 30% requirement for both total and front yard areas. Planting design emphasizes native species and includes palm and shade trees throughout.

Staff notes that any deviation from the 100% native plant material should be confirmed against Green Building Program criteria.

(4) Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.

Applicant's Remarks: The Project can be accommodated by the Village's existing infrastructure as evidenced by the concurrency analysis and traffic analysis included with this submission.

Staff Evaluation: A Traffic Impact Study and Level of Service (LOS) analyses have been submitted. Civil engineers confirm that water, sewer, and drainage systems can accommodate the development. The traffic analysis indicates that surrounding roadway segments will operate within acceptable levels of service, though timing adjustments may be warranted at certain intersections. Infrastructure capacity appears adequate for the proposed use. Further coordination with Miami-Dade County and utility providers will be required during permitting to confirm capacity and implement any needed enhancements.

9. Compliance with Unified Land Development Code

The proposed project is consistent with the purpose of the RM-70 zoning district, which as stated in Sec. 8.10.D.1, is to promote the efficient use of land and to encourage development of attractive, pedestrian-friendly, sustainable, and resilient high-density multifamily residential areas.

The project has undergone multiple rounds of review and has incorporated revisions to address many of the comments previously issued by Staff. The project has been evaluated against the applicable requirements of the Unified Land Development Code (ULDC) and the standards associated with the proposed SAP amendment, which is contingent upon adoption by the Village Commission prior to approval of the site plan. Several items not requiring additional clarification were identified in prior reviews and are included as conditions of site plan approval.

The updated submittal complies with the proposed SAP amendment (Appendix D to the ULDC), or otherwise generally compliant with the underlying relevant zoning standards. A detailed compliance analysis is provided in the sections that follow. Items requiring further attention are identified in red text with a light grey background. These have been added as conditions of Site Plan approval or conditions of building permit issuance, as appropriate.

Density and Intensity (Sections 8.10.D, 8.10.1)			
Regulation	**Standard/Requirement**	**Provided**	
Base Density	70 units per acre (upa)	89 upa	288 units
TDR's	Max 30% above base (21)	-	76 units
		Total	364 units
Workforce Housing Set-Aside (Sec. 8.10.1.A)	Not required	None provided	
Intensity (Floor Area Ratio)	n/a	4.80	

Lot Area, Open Space and Civic Space Requirements (Sections 8.10.D., 4.19.B)		
Regulation	**Standard/Requirement**	**Provided**
Lot Area	11,200 sf min	179,536 sf (4.122 ac) gross
Frontage	80 ft	205 ft-8 in
Civic Space Requirement	5% Lot Area min 179,536 sf x 5% = 8,976 sf	9,000 sf (5.01%)
Open Space Requirement	20% Lot Area min. (+/-35,910 sf)	59,980 sf (28%) Calculation may not include Civic Space area under garage cantilever.
Pervious Area	30% of Lot min (+/-53,861 sf)	65,126 sf (36%)

Dimensional Requirements (Sec. 8.10.D, Sec. 8.17.G., and Appendix D)		
Regulation	**Standard/Requirement**	**Provided**
Lot Coverage	n/a	Not indicated
Building Setbacks		
Primary Front– East Dr.	25 ft.	+/- 53 ft.
Rear/waterfront	25 ft.	25 ft.
One side (interior)	15 ft.	25 ft.
Second side (interior)	20 percent of the lot width but no less than 20 feet, to accommodate a view corridor consistent with the adopted Island Walk Design Criteria and Miami-Dade County Shoreline Development Action Review Criteria. 20% of 205 ft. width = min 41 ft.	+/- 44 ft.
Building Height Base RM-70 (Sec. 8.10.D) Height Bonus (Sec. 8.12) TDR Bonus (Sec. 8.13) SAP Max Height (Proposed)	 max 150 ft up to 90 add'l ft 30% of max height (72 add'l ft or a max of 312 ft) 43 stories and 500 feet to the top of the roof level of level 43	 497.5 ft
Max. Height (Rooftop Mechanical)	SAP (Proposed): An additional 25 feet above max building height	Not specified in the plans. The height for mechanical equipment shall be detailed in elevations submitted for building permit.

Parking Requirements (Sections 9.3, 9.4, and Appendix D)		
Regulation	**Standard/Requirement**	**Provided**
Section 9.3.C.2: One-bedroom - 1.25 spaces Two bedrooms - 1.75 spaces Three bedrooms - 2.25 spaces 3+ bedrooms – 0.5 spaces per add'l bedroom 10% of total for visitor parking SAP (Proposed)	Recommended: 878 2 parking spaces per dwelling unit = 728	 728 parking spaces + 10% for visitors **Total: 798**

Sec. 9.3.E.4.: Parking Space Design	Per Sec. 9.3.E. Standard – 9' X 18' Compact – 8' X 16' Accessible – 13' x 18'	Regular – 9' X 18' No compact spaces Accessible – 13' X 18'
Sec. 9.4.B. Loading Berths Multifamily residential, hotel/motel, office, hospital, spa, place of public assembly or similar use over 100,000 sf	3 spaces 12 ft x 30 ft X 14-1/2	4 @ 360 sf

Green Building Program (Sections 8.10.D. and 8.20-8.22)		
Regulation	**Standard/Requirement**	**Intended**
Multifamily Residential (w TDR transfer)	30 points min	Report card to achieve 30 points has been included. Documentation of compliance shall be confirmed prior to issuance of building permit
NGBS Bronze certification	10 pts	10 pts

Island Walk (Sections 8.10.D and 8.17.O)		
Regulation	**Standard/Requirement**	**Intended**
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 18-ft easement conveying the Island Walk and a min. 5-ft. public access easement to the Village.	Detailed sections of the public access easement within the View Corridor and 18-ft IW easement and improvements seem to be backward (i.e., safety zone is inland), and dimensions do not match the Village's guidelines. Corrected sections shall be provided with building permit application.

10. Recommendation

Various requests of the Commission have been incorporated into the site plan. Staff and the PZB recommend approval with the conditions listed below, contingent upon approval of the companion request to rezone the property to 8000 East SAP, as well as adoption of the corresponding Special Area Plan regulations.

The site plan substantially complies with the applicable development review standards of the ULDC and the provisions of the proposed SAP. Issues pending clarification have been included in the list of approval conditions.

Approval of this Site Plan does not constitute approval of construction drawings and is conditioned upon satisfaction of all applicable requirements at time of permit.

11. Conditions

General conditions

1. The Project Approval shall be valid for the term set forth in the Development Agreement.
2. Applicant's failure to obtain a Master Building Permit within the Project Validity Period shall result in the automatic revocation of the Project Approval and the automatic termination of this approval and the Development Agreement pursuant to Section 4.d of the Development Agreement.
3. All cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted, and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and payments, and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. The Site Plan shall incorporate and be developed in substantial conformance with the following documents:
   A. Updated Boundary Survey prepared by Mark Steven Johnson, PSM, dated 02/14/2025.
   B. Architectural plans prepared by Arquitectonica Studio, digitally signed 07/28/2025 by Sherri Gutierrez:
      1) Sheet A0-00: Cover Sheet and Drawing Index
      2) Sheet A0-01: Zoning Map
      3) Sheet A0-02: Street views
      4) Sheet A0-03: Project Data
      5) Sheet A0-04: Zoning Data (updated 06.23.25)
      6) Sheet A0-05: Volumetric Comparison
      7) Sheet A0-06: Setback Diagram (updated 06.23.25)
      8) Sheet A0-07: Floor Area Diagram
      9) Sheet A0-08: Parking Diagram
      10) Sheet A0-09 - Sheet A0-12: Sun Study
      11) Sheet A0-013: Frontage Diagram & ADA Circulation
      12) Sheet A0-14: Maneuverability Study
      13) Sheet A0-15 - Sheet A0-16: Density Diagram
      14) Sheet A1-00: Site Plan
      15) Sheet A1-01 - Sheet A1-10: Floor Plans (A1-01 through A1-05 updated 06.23.25)
      16) Sheet A2-01 - Sheet A2-04: Elevations
      17) Sheet A3-01 - Sheet A3-05: Sections
      18) Sheet A5-01: Materials
      19) Sheet A5-02: Public Park and Civic Space
      20) Sheet A9-01 - Sheet A9-04: Renderings
   C. Landscape Plans prepared by Witkin Hults + Partners, digitally signed 07/25/2025 by Andrew Witkins, RLA:
      1) Sheet TD-1 - TD-2: Tree Disposition Plan
      2) Sheet TD-3: Existing Site Aerial
      3) Sheet L-1: Landscape Index
      4) Sheet L-2 – L-3: Landscape Plan
      5) Sheet L-4: Landscape Details
      6) Updated Tree Resource Evaluation, prepared by Jeff Shimonski LIAF, dated 2/16/2024.
   D. Civil Engineering Plans prepared by Kimley-Horn and Associates, Inc, digitally signed by Alberto A Mora, PE, 07/25/2025:
      1) Sheet C-100: Cover Sheet
      2) Sheet C-101: General Notes
      3) Sheet C-200 – C-203: Erosion and Sedimentation Control

4) Sheet C-301: Signage and Marking Plan
5) Sheet C-401 – C-402: Paving and Grading Plan
6) Sheet C-403 – C-408: Drainage Plan
7) Sheets C-500 – C-502: Water and Sewer Notes

E. Seawall Drawings Sheets S-1 through S-6, prepared by Ocean Consulting LLC, Adolfo Gonzalez, P.E., dated 06/20/25.
F. Marina Plan, Sheet C-3, prepared by Ocean Consulting LLC, unsigned, dated 07/25/25.
G. Stormwater Management Technical Memorandum prepared by Kimley-Horn and Associates, Inc, dated 03/19/25.
H. Letter of Service (LOS) Assessment prepared by Kimley-Horn and Associates, Inc, dated 3/18/2025.
I. Traffic Study #23125.01, prepared by David Plummer & Associates, dated March 2025

Prior to the issuance of Building Permit

1. General requirements
   A. Revise the pervious area diagram and calculations to clearly demonstrate compliance with the requirement that at least 30% pervious area is provided within the front yard, as required by Section 8.10.D.4.f. The front yard area must be clearly labeled on the diagram and separately calculated.
   B. Marina plans shall be approved by the U.S. Army Corps of Engineers, Florida Internal Improvement Trust Fund, Village Engineer, Building Official, Village Manager, Village Planning and Zoning Board, and Miami-Dade County DERM.
   C. Provide detailed floor plans and unit layout diagrams.

2. Development Agreement:
   A. Pursuant to Sections 4.19 and 8.15 of the ULDC, the Applicant shall record a Development Agreement memorializing the Project's site plan approval conditions including but not limited to the allocation of civic spaces, thoroughfares, height, and building area among the building sites and the Applicant's responsibility for constructing all the required associated public improvements, as well as all other relevant requirements approved herein.

3. Landscape and Public Realm:
   A. Coordinate with Village staff in determining whether any palms targeted for relocation are suitable for relocation to Village-owned property.
   B. Substitute soil cells tied to drainage for structural soil along the seawall and in all planting areas five feet (5') wide or less to improve performance and support stormwater credit.
   C. Submit photometric plans signed and sealed by a Registered Architect or Engineer. All utilities shall be shown on both the photometric and landscape plans.
   D. Conceal all loading spaces, services areas, outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures from view from any frontage or sidewalk by streetscreens, walls, hedges, fences, or opaque gates.
   E. The dedication of the View Corridor and 18-foot Island Walk easements to the Village shall be recorded with Miami-Dade County prior to the issuance of a master building permit.
   F. Walls, hedges, fences, and gates shall not exceed a height of 3.5 feet within the primary and secondary frontages of the site. Elsewhere, walls, hedges fences and gates shall not exceed a height of 8 feet.
   G. Any blank walls over 25 feet in length and other unattractive areas of the site or building shall be heavily screened with landscaping. Additionally, landscape screening shall be utilized around the proposed dumpsters, FPL transformers, propane tanks, A/C units, generators, above ground utilities, and irrigation pump.
   H. Specifications of the permeability coefficient of proposed pervious paving materials shall be

submitted for approval by the Village Public Works Department prior to Master Building Permit approval.

I. The Applicant shall be responsible for constructing or providing all required public improvements within the Special Area Plan, including but not limited to the required Civic Space and Public Art. Pursuant to the site plan, landscape plans and the requirements of Sec. 4.19, at least five percent (5%) of the aggregate lot area, or approximately 9,000 sq. ft., has been assigned as Civic Space as part of the proposed development, not including the Island Walk. The assigned Civic Space shall be designed as a public park, which the developer and successor maintenance organization shall be responsible for maintaining.

4. Engineering (General):
   A. Prior to issuance of the Master Building Permit, the Applicant shall obtain, and submit to the Village, all pertinent plan approvals from Miami-Dade County Environmental Resources Management (DERM), Miami- Dade Water and Sewer Department (WASD), and Miami-Dade County Fire Rescue, as well as a Tree Removal Permit.
   B. Provide up-to-date documentation of compliance with the applicable Level of Service (LOS) requirements at the time of application for any building permit or proposed improvements to achieve compliance.
   C. Provide engineering cross-sections throughout the site, including at the driveway, showing elevations, slopes, berms, swales, and pavement details. All dimensions shall be coordinated with the plan view.
   D. Revise the plans to show, label, and dimension all curb ramps, and reference the applicable FDOT ramp type with supporting details. Sidewalks within the right-of-way shall match the existing pattern consistent with adjacent developments.
   E. Submit documentation of review and approval for all proposed fire hydrant locations by Miami-Dade County Fire Rescue.
   F. All seawall, marine, and coastal construction shall comply with ULDC Sections 8.16.A., 8.17, and 9.12. The sea wall shall contain sustainability improvements to improve water quality, such as, for example, a living seal wall, biomimicry, reef arches, or other sustainability feature subject to County, FDEP, and DERM, and Army Corps of Engineers approval as well as the approval of any other authority having jurisdiction.
   G. To the extent the Property's area allows under generally accepted engineering standards, install additional injection wells to meet stormwater retention calculations based on the updated NOAA Atlas 14 data set.

5. Stormwater Drainage:
   A. Revise the survey to show all existing drainage lines and confirm how their locations were determined.
   B. Revise plans to include invert and rim elevations for all drainage structures, identify any utility conflicts, and provide directional indicators (N, S, E, W) on the drainage well details for pipe connections.
   C. Submit a Stormwater Pollution Prevention Plan with supporting details. The plan shall include a turbidity barrier at the outfall and standard BMPs (e.g., silt fence, construction entrance, and inlet protection) for both on-site and off-site areas.
   D. Submit drainage conflict details showing that all drainage pipes have a minimum cover of eighteen (18) inches.
   E. Drainage wells shall be ensheathed in a steel casing in compliance with the standards of the SFWMD or delegated authority.
   F. Submit structural design plans for seawall improvements.

6. Water:
   A. Submit evidence of a fire flow test to verify the availability of required fire flow.
   B. Provide a fixture unit count to support water meter sizing.

C. Provide profiles for all proposed water and sewer mains located within the right-of-way.
D. Identify bacteriological sampling points (per AWWA C-601) at intervals not exceeding 100 feet of pipe.
E. Identify top-of-pipe elevations of the water main every 100 feet.
F. Confirm that Public Works approves the type of water meters.

7. Sanitary Sewer:
   A. Submit a sanitary sewer model.
   B. Provide top-of-pipe and bottom-of-pipe elevations for all utility crossings in a schedule table.
   C. Provide details for gravel bedding for pipes and manholes, with a minimum 6-inch thickness required for all gravity sewer pipes and manholes.
   D. Add the following standard note to the plans: *"Ownership and maintenance of the sanitary system by the Village is limited to the mains from manhole to manhole and expressly excludes sewer lateral services. The sewer lateral service from the gravity main into the building is to be maintained by the property owner."*
   E. Indicate that manholes shall be precast concrete in accordance with ASTM C-478, with a maximum wall thickness of 8 inches, minimum thickness of 6 inches, and base extensions outside the manhole wall.

8. Traffic, Parking and Pavement Markings:
   A. Provide a description of the proposed waste management and recycling operations, including confirmation of dumpster locations, required clearance, and an auto-turn exhibit showing access and egress of the design vehicle, including vehicle dimensions.
   B. Incorporate the use of raised pavers as a means to provide traffic calming at key pedestrian crossings within the site.
   C. The proposed parking structure shall comply with the standards of Section 9.3 of the ULDC.
   D. Parking in the View Corridor is precluded and standing vehicles shall not exceed twenty (20) minutes.
   E. Add the following standard notes to the plans:
      1) The asphalt surface course shall not be placed until as-built drawings of the lime rock base have been submitted and approved by the Engineer-of-Record and the Village Engineer or designee.
      2) The finished surface of the base course and that of the wearing surface shall not vary more than 0.04' from the approved grading plan (template).
      3) All sidewalk, pavement, and grass strip restoration will be completed in accordance with North Bay Village requirements
   F. Provide a Valet Operations Analysis. The arrival rate for any Valet parking queueing analysis shall be based on the sum of the peak hour entering and exiting trip generation estimates.
   G. Collect updated traffic counts and perform a future year analysis at the time of building permit to validate the results of the original traffic study.
   H. Coordinate with Miami-Dade County Traffic Engineering Department and the Village to implement signal timing optimization at the intersection of 79th Street Causeway and Harbor Island Drive to achieve an overall level of service D or better.

9. Other:
   A. Details regarding rooftop equipment shall be provided in building permit plans.
   B. The public-access waterfront walkway and major public access points around the site shall be marked with a standard Island Walk identification sign, to be specified by the Village.

Prior to issuance of a Certificate of Occupancy:

A. Coordinate with the Miami-Dade County Traffic Engineering Department and the Village to implement signal timing optimization at the intersection of 79th Street Causeway and Harbor Island Drive, as referenced in the traffic study. The optimization shall achieve an overall Level of Service (LOS) D or better for all intersection approaches, consistent with the mitigation measures proposed.
B. Pay all amounts of any kind then due to the Village, either under the Project Approval, the Development Agreement, or as imposed pursuant to any Land Development Regulation.

Attachment 1 – Survey and Plat
Attachment 2 – Letter of Intent
Attachment 3 – Site Plan and Architectural plans (unsigned version due to file size)
Attachment 4 – Civic Plans
Attachment 5 – Landscape Plans
Attachment 6 – Marina Plan
Attachment 7 – Seawall Plans
Attachment 8 – NGBS Certification Proposal
Attachment 9 – Infrastructure Summary
Attachment 10 – Economic Impact - 8000 East Drive
Attachment 11 – Traffic Study
Attachment 12 – Maneuverability Analysis
Attachment 13 – Other Documents: Developer Experience, Reference Letter

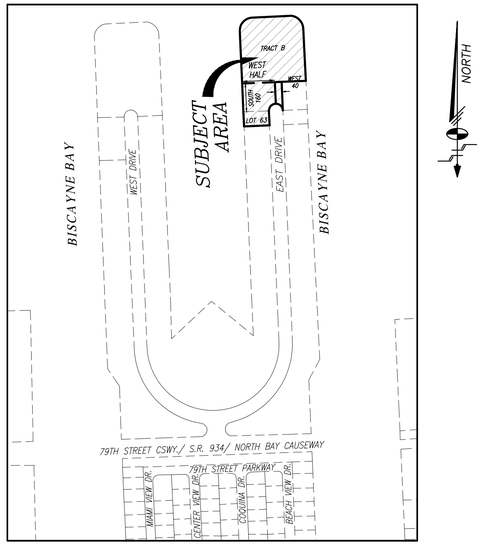
GENERAL LEGEND:

- AERIAL TARGET
- ALUMINUM LIGHT POST
- ALUMINUM LIGHT POST (SINGLE)
- ALUMINUM LIGHT POST (DOUBLE)
- ALUMINUM LIGHT POST (TRIPLE)
- ALUMINUM LIGHT POST (QUAD)
- ANCHOR/GUY WIRE
- BACKFLOW PREVENTER ASSEMBLY
- CATV CABLE TELEVISION BOX
- CB CATCH BASIN
- CB CATCH BASIN F-3
- CENTERLINE
- CHECK VALVE ASSEMBLY
- COLUMN (CIRCULAR)
- COLUMN (SQUARE)
- CONCRETE LIGHT POLE
- CONCRETE LIGHT POLE (DOUBLE)
- CPP CONCRETE POWER POLE
- CONTROL POINT
- CPB COMMUNICATION PULL BOX
- CI or IN CURB INLET
- DDCV DOUBLE DETECTOR CHECK VALVE
- D or DR DRAIN (CIRCULAR OR SQUARE)
- EB ELECTRIC BOX (ABOVE GROUND)
- EPB ELECTRIC PULL BOX (BELOW GROUND)
- ELECTRIC HAND HOLE
- EO ELECTRIC OUTLET
- 12.34 ELEVATIONS (SEE NOTES FOR DATUM)
- FIRE HYDRANT
- FIRE LINE SIAMESE CONNECTION
- FIRE LINE CONNECTION
- FLAGPOLE
- FLOW LINE
- FORCE MAIN MANHOLE
- FORCE MAIN VALVE
- F.P.L. ELECTRIC MANHOLE
- F.P.L. FIBER NETWORK
- F.P.L. TRANSMISSION POLE
- GAS MANHOLE
- GM GAS METER
- GP GAS PUMP
- GAS VALVE
- GREASE TRAP MANHOLE
- GROUND LIGHTING
- BO GUARD POST, BOLLARD
- IRRIGATION HAND HOLE
- IRRIGATION VALVE
- MAILBOX
- MONITOR WELL
- MONUMENT LINE
- P-5 INLET
- P-6 INLET
- PARKING METER
- PEDESTRIAN CROSSING SIGNAL
- PRM PERMANENT REFERENCE MONUMENT
- PIV POST INDICATOR VALVE
- VACUUM BREAKER ASSEMBLY
- PROPERTY LINE
- ROUND CATCH BASING
- SANITARY SEWER CLEANOUT
- SANITARY SEWER MANHOLE
- SIGN POST
- SPRINKLER PUMP
- STANDPIPE
- STORM SEWER MANHOLE
- SLB STREET LIGHT BOX
- SWALE INLET
- TELEPHONE BOX (SOUTHERN BELL)
- TELEPHONE HAND HOLE
- TELEPHONE MANHOLE (SO. BELL)
- TELEPHONE PAYPHONE
- TRAFFIC HAND HOLE
- TRAFFIC UTILITY BOX
- TCP TRAFFIC CONTROL POST
- TRAFFIC SIGNAL POST
- TSB TRAFFIC SIGNAL BOX
- TREE & PALM
- UNDERGROUND UTILITY MARKER
- UNKNOWN UTILITY MANHOLE
- UNKNOWN UTILITY HAND HOLE
- WATER MANHOLE
- WM WATER METER
- WV WATER VALVE
- WLP WOOD LIGHT POLE
- WPP WOOD POWER POLE
- WTP WOOD TELEPHONE POLE
- HANDICAP PARKING
- SR STROLLER PARKING

ABBREVIATIONS:

- R denotes RADIUS
- Δ denotes DELTA ANGLE
- L denotes ARC DISTANCE
- CH.D. denotes CHORD LENGTH or CHORD DISTANCE
- CH.B. denotes CHORD BEARING
- T denotes TANGENT DISTANCE
- P.C.P. denotes PERMANENT CONTROL POINT
- P.R.M. denotes PERMANENT REFERENCE MONUMENT
- P.B. denotes PLAT BOOK
- PG. denotes PAGE
- P.O.C. denotes POINT OF COMMENCEMENT
- P.O.B. denotes POINT OF BEGINNING
- OHW denotes OVERHEAD UTILITY WIRES
- O.R.B. denotes OFFICIAL RECORDS BOOK
- P.C. denotes POINT OF CURVATURE
- C.B.S. denotes CONCRETE BLOCK STRUCTURE
- CONC. denotes CONCRETE
- C.L.F. denotes CHAINLINK FENCE
- M.F. denotes METAL FENCE
- W.F. denotes WOOD FENCE
- F.F.E. denotes FINISH FLOOR ELEVATION
- F.I.P. denotes FOUND IRON PIPE
- S.I.P. denotes SET IRON PIPE & LB-87 CAP
- F.N.D. denotes FOUND NAIL & BRASS DISC
- S.N.D. denotes SET LB-87 NAIL & BRASS DISC
- C.I.P. denotes CORRUGATED IRON PIPE
- CLR. denotes CLEAR
- E.T.P. denotes ELECTRIC TRANSFORMER PAD
- ENCR. denotes ENCROACHMENT
- D.C. denotes DEPRESSED CURB
- PL. denotes PLANTER
- (C) denotes CALCULATE DISTANCE
- I.E. denotes INVERT ELEVATION
- T.O.P. denotes TOP OF PIPE
- (D) denotes DEED DISTANCE
- (L) denotes DISTANCE BY LEGAL DESCRIPTION
- (M) denotes MEASURED DISTANCE
- (R) denotes RECORD OR PLATTED DISTANCE

- BOTTOM —— APPROXIMATE BOTTOM OF SLOPE
- COMM —— COMMUNICATION
- DRAIN —— DRAINAGE
- FPL —— ELECTRIC
- FM —— FORCE MAIN
- IRRIG —— IRRIGATION
- GAS —— NATURAL GAS
- OHW —— OVERHEAD WIRES
- SM —— SANITARY SEWER
- TOP —— APPROXIMATE TOP OF BANK
- VEG —— VEGETATION LINE
- WM —— WATER
- /// —— LIMITED ACCESS RIGHT OF WAY LINE



LOCATION SKETCH

Scale: 1"=400'

A PORTION OF SECTION 09-53S-42E, MIAMI-DADE COUNTY, FLORIDA.

LEGAL DESCRIPTION

PARCEL 1:

TRACT B, LESS THE SOUTH 160.00 FEET THEREOF, HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44 AT PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

THE WEST 40.00 FEET OF THE EAST 1/2 OF THE SOUTH 160.0 FEET OF TRACT "B", HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44 AT PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL 2:

LOT 63, AND THE SOUTH 160 FEET OF THE WEST 1/2 OF TRACT B OF HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44 AT PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON RELATE TO AN ASSUMED BEARING OF N00°00'00"E ALONG THE CENTERLINE OF EAST DRIVE.
2. LEGAL DESCRIPTION SHOWN HEREON WAS PROVIDED BY CLIENT.
3. AREA OF THE PROPERTY DESCRIBED HEREON IS: **±179,536** SQUARE FEET (**±4.121** ACRES)
4. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
5. UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTINGS AND/OR FOUNDATIONS.
6. THE PROPERTY SHOWN HEREON FALLS WITHIN FEDERAL FLOOD HAZARD ZONE "AE" (ELEVATION 8, 9 AND 10), PER FLOOD INSURANCE RATE MAP NO. 12086C0306L, COMMUNITY NO. 120654, PANEL NO. 0306, SUFFIX L, OF FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A) MAP DATED SEPTEMBER 11, 2009.
7. VISIBLE INDICATORS OF UTILITIES ARE SHOWN HEREON, TOGETHER WITH UNDERGROUND STORM AND SANITARY GRAVITY MAINS, HOWEVER, NO ATTEMPT HAS BEEN MADE TO LOCATE UNDERGROUND PRESSURE MAIN, CABLES OR CONDUITS.
8. THE DISTANCES SHOWN ALONG THE BOUNDARY OF THE SUBJECT PROPERTY ARE RECORD AND/OR MEASURED UNLESS OTHERWISE STATED.
9. THE ELEVATIONS SHOWN HEREON REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. 29) AND ARE EXPRESSED IN FEET.
10. BENCHMARKS:
    a. MIAMI-DADE BENCHMARK P-313, LOCATED @ N TREASURE DRIVE --- 50' NORTH OF NORTH CURB --- HISPANOLA AVE --- 3' EAST OF EAST CURB OF SOUTHBOND LANE, US C & G BRASS DISC IN TOP OF NW CORNER OF SEWER PUMPING STATION, ELEVATION =5.27' N.G.V.D 29.
    b. MIAMI-DADE BENCHMARK A-26, LOCATED @ 79 ST CSWY --- 43' NORTH OF C/L--- PELICAN HARBOR DR --- 210' EAST OF C/L, PK NAIL AND ALUMINUM WASHER IN CONC CATCH BASIN, ELEVATION =6.19' N.G.V.D 29.
12. THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED RM-70 (MULTI FAMILY RESIDENTIAL) (CITY OF NORTH BAY VILLAGE ZONING MAP-UPDATED NOVEMBER 29, 2017)
13. SUBJECT PROPERTY IS MIAMI-DADE PROPERTY APPRAISER NUMBERS:
    FOLIO: 23-3209-021-0001
    FOLIO: 23-3209-001-0021
    FOLIO: 23-3209-030-0001

CERTIFIED TO:

- TREASURE ISLAND DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY
- NBV MAJESTIC ISLES, LLC, A DELAWARE LIMITED LIABILITY COMPANY
- CITY NATIONAL BANK OF FLORIDA, ITS SUCCESSORS AND/OR ASSIGNS AS THEIR INTERESTS MAY APPEAR
- CHICAGO TITLE INSURANCE COMPANY
- GREENBERG TRAURIG, P.A.

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS MAP AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS. THIS **BOUNDARY** SURVEY COMPLIES WITH THE STANDARDS OF PRACTICE REQUIREMENTS ADOPTED BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

Schwebke-Shiskin & Associates, Inc.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

BY: Mark Steven Johnson

MARK STEVEN JOHNSON, PRINCIPAL
PROFESSIONAL LAND SURVEYOR No. 4775
STATE OF FLORIDA.

MARK STEVEN JOHNSON — No. 4775 — STATE OF FLORIDA — PROFESSIONAL SURVEYOR AND MAPPER

NOTES REGARDING SCHEDULE B OF TITLE COMMITMENT NO. 12252138 ISSUED BY CHICAGO TITLE INSURANCE COMPANY, WITH A COMMITMENT DATE OF 01/28/2025 AT 11:00 P.M.

6. DEDICATIONS, RESERVATIONS AND OTHER MATTERS SET-FORTH AND CONTAINED ON THE PLAT OF HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 72, OF MIAMI-DADE COUNTRY, FLORIDA. (AS TO PARCELS 1 AND 2) **(AFFECTS PARCEL – SHOWN HEREON)**
7. RESERVATIONS FOR PHOSPHATE, MINERALS, METALS, AND PETROLEUM IN FAVOR OF THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, AS CONTAINED IN THAT DEED RECORDED JULY 17, 1926 IN DEED BOOK 983 PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. NOTE: THE RIGHT OF ENTRY HAS BEEN RELEASED PURSUANT TO FLORIDA STATUTE SECTION 270.11. (AS TO PARCELS 1 AND 2) **(RESERVES MINERAL RIGHTS ACROSS THE PARCELS, AS A WHOLE, BLANKET IN NATURE)**
8. COVENANTS, CONDITIONS AND RESTRICTIONS SET-FORTH AND CONTAINED IN THAT COVENANT RUNNING WITH THE LAND IN FAVOR OF MIAMI-DADE COUNTY RECORDED IN OFFICIAL RECORDS BOOK 19559, PAGE 3567. (AS TO PARCEL 1) **(AFFECTS PARCEL-BLANKET IN NATURE-NOT PLOTTABLE)**
9. RESOLUTION NO. 2010-12 BY THE HISTORIC PRESERVATION BOARD OF MIAMI-DADE COUNTY RECORDED IN OFFICIAL RECORDS BOOK 27634, PAGE 861. (AS TO PARCEL 2) **(AFFECTS PARCEL-BLANKET IN NATURE-NOT PLOTTABLE)**
10. AGREEMENT AND DEED FOR TRANSFER OF DEVELOPMENT RIGHTS RECORDED JANUARY 22, 2025, IN OFFICIAL RECORDS BOOK 34585, PAGE 3761, AND DECLARATION REGARDING TRANSFER OF DEVELOPMENT RIGHTS RECORDED JANUARY 22, 2025, IN OFFICIAL RECORDS BOOK 34585, PAGE 3767. (AS TO PARCEL 1) **(AFFECTS PARCEL-BLANKET IN NATURE-NOT PLOTTABLE)**

ELEVATIONS SHOWN HEREON RELATE TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D.29) AND ARE EXPRESSED IN FEET.

REVISIONS

Date	Order No.	Field Book	Remarks	By
EST. 12-2024	218535	2446/51	ADDITIONAL INFO.	T.F.G.
EST. 1-2025	219341	2446/53	ADDITIONAL INFO.	T.F.G.
EST. 1-2025	219341	2446/53	UPDATE ALTA SURVEY	C.S.C.

Schwebke-Shiskin & Associates, Inc.
LAND PLANNERS ENGINEERS LAND SURVEYORS
3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 TEL: (954) 435-7010 FAX: (954) 438-3288
CERTIFICATE OF AUTHORIZATION No. LB-87

NOTE: This sketch is not valid unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper.

This is a "Boundary Survey."

Drawn By: A.H.	Survey Date: 12-11-2023	Checked By: M.S.J.	Date: 12-13-2023
Order No. 217317	F.B. No.: 2248 Pg.35	Scale:	AS SHOWN
File No. AJ-6315 ALTA		Sheet 1 of 2	Sheet(s)

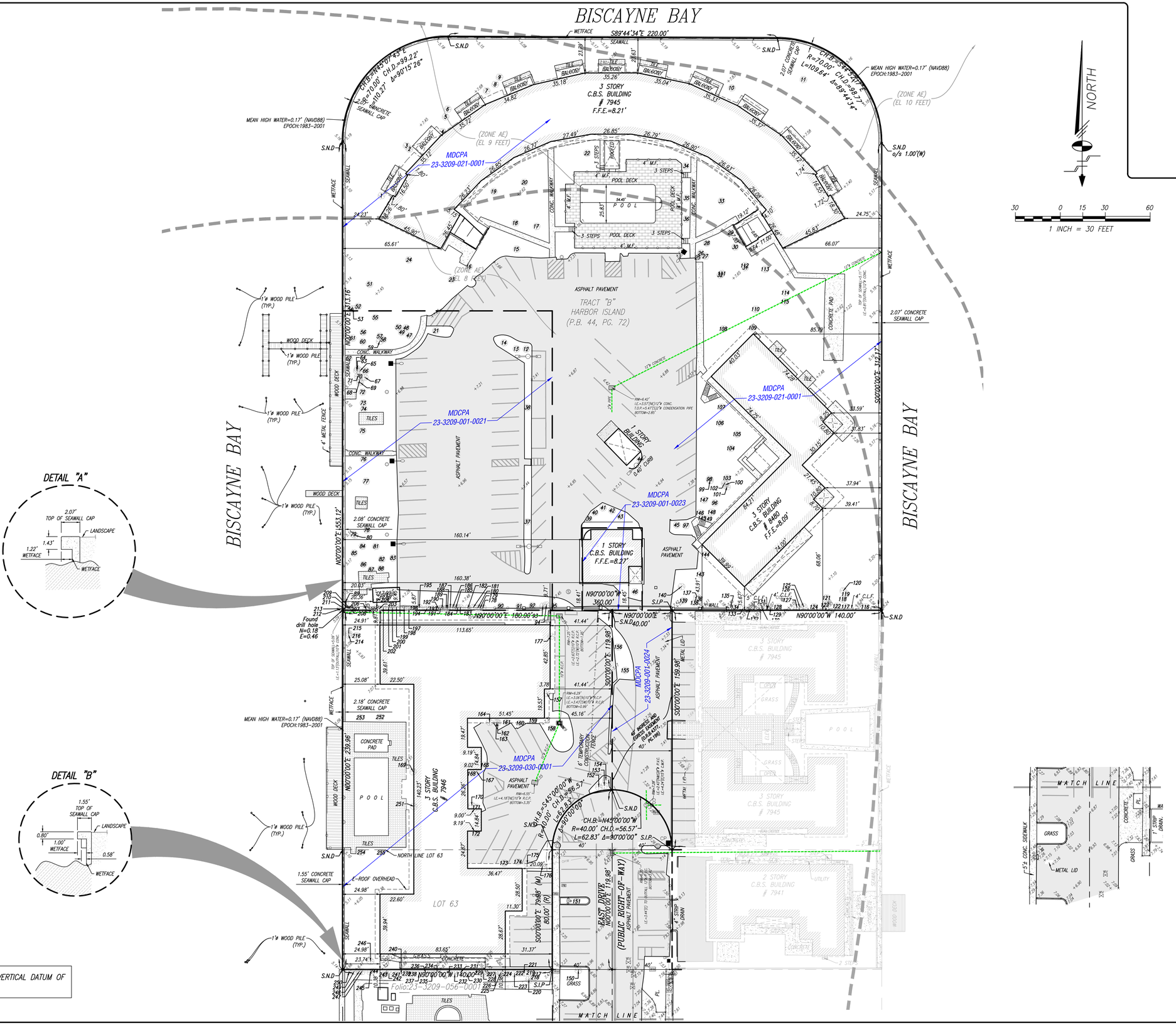
ALTA/NSPS LAND TITLE SURVEY

Section 09, Township 53 South, Range 42 East, Miami-Dade County, Florida.

FILE NO. AJ-6315 ALTA

X:\JOBS\AJ\HARBOR ISLAND\SURVEY\DWG\BOUNDARY SEA CLUB AND MAJESTIC ISLES ALTA SURVEY 02-14-2025.DWG

BISCAYNE BAY



GENERAL LEGEND:

- AERIAL TARGET
- ALUMINUM LIGHT POST
- ALUMINUM LIGHT POST (SINGLE)
- ALUMINUM LIGHT POST (DOUBLE)
- ALUMINUM LIGHT POST (TRIPLE)
- ALUMINUM LIGHT POST (QUAD)
- ANCHOR/GUY WIRE
- BACKFLOW PREVENTER ASSEMBLY
- CATV — CABLE TELEVISION BOX
- CB — CATCH BASIN
- CB — CATCH BASIN F=3
- CENTERLINE
- CV — CHECK VALVE ASSEMBLY
- COLUMN (CIRCULAR)
- COLUMN (SQUARE)
- CONCRETE LIGHT POLE
- CONCRETE LIGHT POLE (DOUBLE)
- CPP — CONCRETE POWER POLE
- CONTROL POINT
- CPB — COMMUNICATION PULL BOX
- or Ⓒb — CURB INLET
- DOUBLE DETECTOR CHECK VALVE
- DRAIN (CIRCULAR OR SQUARE)
- EB — ELECTRIC BOX (ABOVE GROUND)
- EPB — ELECTRIC PULL BOX (BELOW GROUND)
- ELECTRIC HAND HOLE
- EO — ELECTRIC OUTLET
- ELEVATIONS (SEE NOTES FOR DATUM)
- FIRE HYDRANT
- FIRE LINE SIAMESE CONNECTION
- FIRE LINE CONNECTION
- FLAGPOLE
- FLOW LINE
- FM — FORCE MAIN MANHOLE
- FM — FORCE MAIN VALVE
- F.P.L ELECTRIC MANHOLE
- F.P.L. FIBER NETWORK
- F.P.L TRANSMISSION POLE
- GAS MANHOLE
- GM — GAS METER
- GP — GAS PUMP
- GV — GAS VALVE
- GT — GREASE TRAP MANHOLE
- GROUND LIGHTING
- BO — GUARD POST, BOLLARD
- IRRIGATION HAND HOLE
- IRRIGATION VALVE
- MAILBOX
- MONITOR WELL
- MONUMENT LINE
- P-5 INLET
- P-6 INLET
- PARKING METER
- PEDESTRIAN CROSSING SIGNAL
- PRM — PERMANENT REFERENCE MONUMENT
- POST INDICATOR VALVE
- VACUUM BREAKER ASSEMBLY
- PROPERTY LINE
- ROUND CATCH BASING
- SANITARY SEWER CLEANOUT
- SANITARY SEWER MANHOLE
- SIGN POST
- SPRINKLER PUMP
- STANDPIPE
- STORM SEWER MANHOLE
- SLB — STREET LIGHT BOX
- SWALE INLET
- TELEPHONE BOX (SOUTHERN BELL)
- TELEPHONE HAND HOLE
- or Ⓣ — TELEPHONE MANHOLE (SO. BELL)
- TELEPHONE PAYPHONE
- TRAFFIC HAND HOLE
- TU — TRAFFIC UTILITY BOX
- TCB — TRAFFIC CONTROL POST
- TRAFFIC SIGNAL POST
- TSB — TRAFFIC SIGNAL BOX
- TREE & PALM
- UNDERGROUND UTILITY MARKER
- UNKNOWN UTILITY MANHOLE
- UNKNOWN UTILITY HAND HOLE
- WATER MANHOLE
- WM — WATER METER
- WV — WATER VALVE
- WOOD LIGHT POLE
- WOOD POWER POLE
- WTP — WOOD TELEPHONE POLE
- HANDICAP PARKING
- SPACES — STROLLER PARKING

ABBREVIATIONS:

- R — denotes RADIUS
- Δ — denotes DELTA ANGLE
- L — denotes ARC DISTANCE
- CH.D. — denotes CHORD LENGTH or CHORD DISTANCE
- CH.B. — denotes CHORD BEARING
- T — denotes TANGENT DISTANCE
- P.C.P. — denotes PERMANENT CONTROL POINT
- P.R.M. — denotes PERMANENT REFERENCE MONUMENT
- P.B. — denotes PLAT BOOK
- PG. — denotes PAGE
- P.O.C. — denotes POINT OF COMMENCEMENT
- P.O.B. — denotes POINT OF BEGINNING
- OHW — denotes OVERHEAD UTILITY WIRES
- O.R.B. — denotes OFFICIAL RECORDS BOOK
- P.C. — denotes POINT OF CURVATURE
- C.B.S. — denotes CONCRETE BLOCK STRUCTURE
- CONC. — denotes CONCRETE
- C.L.F. — denotes CHAINLINK FENCE
- M.F. — denotes METAL FENCE
- W.F. — denotes WOOD FENCE
- F.F.E. — denotes FINISH FLOOR ELEVATION
- F.I.P. — denotes FOUND IRON PIPE
- S.I.P. — denotes SET IRON PIPE & LB-87 CAP
- F.N.D. — denotes FOUND NAIL & BRASS DISC
- S.N.D. — denotes SET LB-87 NAIL & BRASS DISC
- C.I.P. — denotes CORRUGATED IRON PIPE
- CLR. — denotes CLEAR
- E.T.P. — denotes ELECTRIC TRANSFORMER PAD
- ENCR. — denotes ENCROACHMENT
- D.C. — denotes DEPRESSED CURB
- PL — denotes PLANTER
- (C) — denotes CALCULATE DISTANCE
- I.E. — denotes INVERT ELEVATION
- T.O.P. — denotes TOP OF PIPE
- (D) — denotes DEED DISTANCE
- (L) — denotes DISTANCE BY LEGAL DESCRIPTION
- (M) — denotes MEASURED DISTANCE
- (R) — denotes RECORD OR PLATTED DISTANCE

- BOTTOM — APPROXIMATE BOTTOM OF SLOPE
- COMM — COMMUNICATION
- DRAIN — DRAINAGE
- EFL — ELECTRIC
- FM — FORCE MAIN
- IRRIG — IRRIGATION
- GAS — NATURAL GAS
- OHW — OVERHEAD WIRES
- SM — SANITARY SEWER
- TOP — APPROXIMATE TOP OF BANK
- VEG — VEGETATION LINE
- WM — WATER
- LIMITED ACCESS RIGHT OF WAY LINE

DETAIL "A"

DETAIL "B"

ELEVATIONS SHOWN HEREON RELATE TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D.29) AND ARE EXPRESSED IN FEET.

Schwebke-Shiskin & Associates, Inc.
LAND PLANNERS ENGINEERS LAND SURVEYORS
3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 TEL: (954) 435-7010 FAX: (954) 438-3288
CERTIFICATE OF AUTHORIZATION No. LB-87

Drawn By: A.H. | Survey Date: 12-11-2023 | Checked By: M.S.J. | Date: 12-13-2023
Order No. 217317 | F.B. No.: 2248 Pg.35 | Scale: AS SHOWN
File No. AJ-6315 ALTA | Sheet 2 of 2 Sheet(s)

NOTE: This sketch is not valid unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper.

This is a "Boundary Survey."

ALTA/NSPS LAND TITLE SURVEY

Section 09, Township 53 South, Range 42 East, Miami-Dade County, Florida.

REVISIONS

Date	Order No.	Field Book	Remarks	By
12-13-2023	217317	2248/35	ADDITIONAL INFO.	LJ.C.
12-14-2023	217317	2248/35	ADDITIONAL INFO.	LJ.C.
02-14-2025	217317	2248/35	UPDATE ALTA SURVEY	CSC

X:\JOBS\A21\HARBOR ISLAND\SURVEY\DWG\BISCAYNE 304 CLUB AND MAJESTIC TILES ALTA SURVEY 02-14-2025.DWG

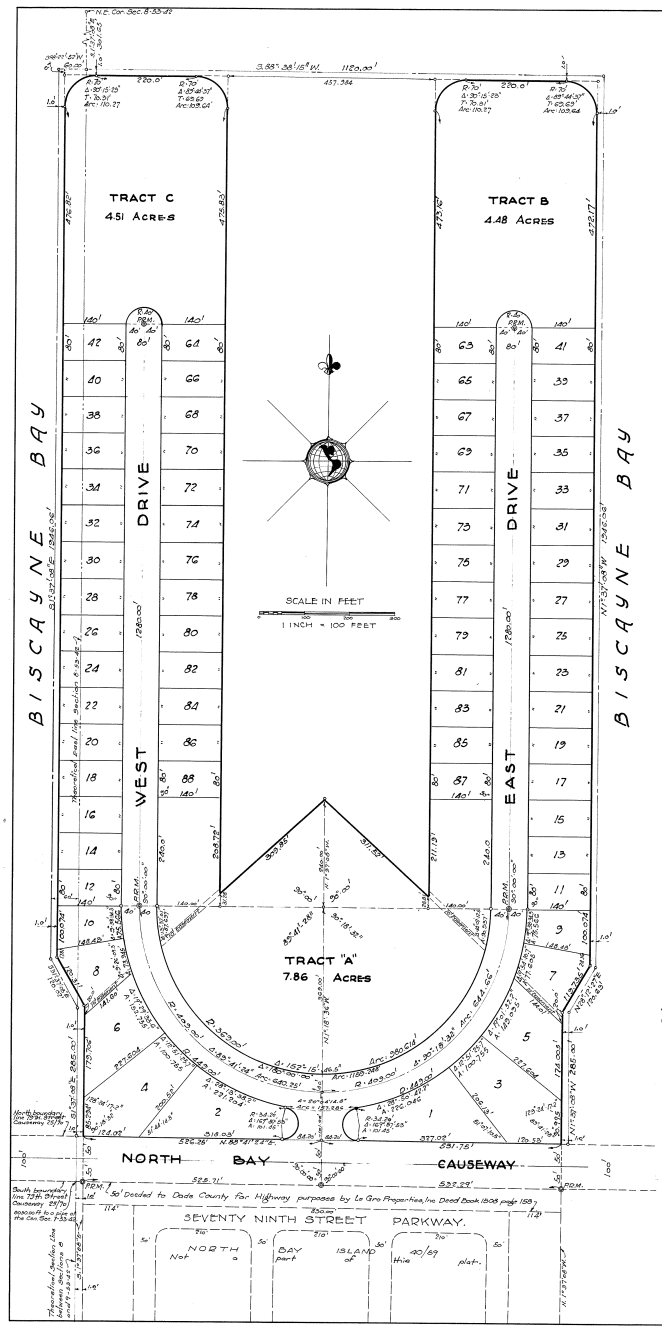
FILE NO. AJ-6315 ALTA

HARBOR ISLAND

44-72

A SUBDIVISION IN SECTIONS 8 & 9, TWP 53 S., RGE 42 E., DADE COUNTY, FLORIDA.

MIAMI, FLORIDA. IN VILLAGE OF NORTH BAY ISLAND M. B. GARRIS CIVIL & CONSULTING ENGINEER. DECEMBER 1945.



KNOW ALL MEN BY THESE PRESENTS:- That Sea Bay Corporation, East Corporation, West Corporation and The Dover Corporation, all corporations organized and existing under and by Virtue of the laws of the State of Florida, have caused to be made the attached plat of "HARBOR ISLAND", a subdivision of the following described property, situate, lying and being in Dade County, Florida, to-wit:-

In locating a point of beginning, begin at the Northeast corner of Section 8, Township 53 South, Range 42 East; run South 1 degree, 37 minutes, 08 seconds East along the Section line between Sections 8 and 9, a distance of 301.65 feet to said point of beginning; thence run South 88 degrees 22 minutes, 52 seconds West, a distance of 60 feet; thence run South 1 degree, 37 minutes, 08 seconds East, parallel to the East line of said Section 8, a distance of 1316.06 feet; thence run South 3 degrees, 37 minutes, 08 seconds East, a distance of 120.02 feet, to a point on the East line of said Section 8, which point is 2351.65 feet distant, from the Northeast corner of said Section 8; thence run South 1 degree, 37 minutes, 08 seconds East, along the section line between Sections 8 and 9, a distance of 355 feet to the Northern boundary line of the right of way of the Northeast Seventy-Ninth Street Causeway as shown on plat recorded in Plat Book 25, page 70 of the Public Records of Dade County, Florida; thence run North 88 degrees 41 minutes, 31 seconds East, along the North boundary of said right-of-way, a distance of 1060 feet; thence run North 1 degree, 37 minutes 08 seconds West, a distance of 1295 feet; thence run North 28 degrees, 17 minutes, 27 seconds West, a distance of 1202.53 feet; thence run North 1 degree, 37 minutes, 08 seconds West, a distance of 1346.06 feet; thence run in a straight line, in a Westerly direction to the point of beginning.

Containing 63 acres, more or less, all being lying and being in Sections 8 and 9, Township 53 South, Range 42 East, Dade County, State of Florida.

The official zoning regulations now in effect, or as the same may be from time to time changed or amended, applicable to the area constituting this subdivision, will be observed.

The Drives as shown on the attached plat, together with all existing and future planting, trees and shrubbery thereon, are hereby dedicated to the perpetual use of the public for proper purposes, reserving to the Sea Bay Corporation, its successors or assigns, the reversion or reversions thereof, wherever discontinued by law.

IN WITNESS WHEREOF, the Sea-Bay Corporation, East Corp., West Corp. and The Dover Corp. have caused these presents to be signed in their corporate names by their respective presidents and their respective corporate seals to be hereunto affixed and attested by their respective secretaries this 3 day of DEC. A.D. 1945

Witnesses:

SEA-BAY CORPORATION
By Joel Hurt President. Attest Virginia L. Hurt Secretary

EAST CORP.
By Joel Hurt President. Attest Edith McCracken Secretary

WEST CORP.
By Joel Hurt President. Attest Edith McCracken Secretary

THE DOVER CORP.
By Kenneth F. Nash President. Attest Geraldine L. Wright Secretary

STATE OF FLORIDA S.S.
COUNTY OF DADE:

Before me this day personally appeared Joel Hurt and Virginia L. Hurt, President and Secretary respectively of Sea-Bay Corporation, to me well known to be the persons described in and who executed the foregoing instrument, who upon being duly sworn acknowledged the execution thereof to be their free and voluntary act and deed as such officers of said corporation and for the purposes therein mentioned and that they affixed the official seal of said corporation by and with the authority of the Board of Directors and that the same is the free act and deed of said corporation.

Witness my hand and seal at Village of North Bay Island, Florida, this 3rd day of December A.D. 1945.

Nancy Bryan Notary Public State of Florida. My Commission expires July 19, 1949

STATE OF FLORIDA S.S.
COUNTY OF DADE:

Before me this day personally appeared Joel Hurt and Edith Mc Cracken, President and Secretary respectively of East Corp. and West Corp., to me well known to be the persons described in and who executed the foregoing instrument and to me well known to be their free and voluntary act and deed as such officers of said corporations and for the purposes therein mentioned, and that they affixed the official seals of said corporations by and with the authority of the Boards of Directors and that the same is the free act and deed of said corporations.

Witness my hand and notarial seal at Village of North Bay Island, Florida, this 3rd day of December A.D. 1945.

Nancy Bryan Notary Public State of Florida. My Commission expires July 19, 1949

STATE OF MARYLAND S.S.
CITY OF BALTIMORE:

Before me this day personally appeared Kenneth F. Nash and Geraldine L. Wright, President and Secretary respectively of The Dover Corp., to me well known to be the persons described in and who executed the foregoing instrument, who upon being duly sworn acknowledged the execution thereof to be their free and voluntary act and deed as such officers of said corporation and for the purposes therein mentioned and that they affixed the official seal of said corporation by and with the authority of the Board of Directors and that the same is the free act and deed of said corporation.

Witness my hand and notarial seal at Baltimore, Maryland, this 13th day of December 1945 A.D. 194 .

Gladys V. Carey Notary Public State of Maryland. My commission expires May 5, 1947

This plat was approved by Ordinance No. 8 passed and adopted by the Village Council of the Village of North Bay Island, Florida, this 13th day of December A.D. 1945.

Attest:- L. R. Compton Deputy Village Clerk. Signed J. B. Pridmore Mayor.

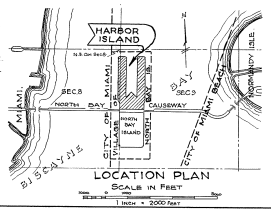
Approved for record Gilbert Kelly County Engineer, Dade County, Florida.

This plat approved by resolution passed and adopted by the Board of County Commissioners of Dade County, Florida, this 22 day of January A.D. 1946 with the understanding that the streets are dedicated for public use but are not accepted as County Roads.

Attest:- E. B. Leatherman, Clerk of the Circuit Court
by H. B. Ewing Deputy Clerk. Signed A. H. Brandon Chairman of the Board.

I HEREBY CERTIFY that the attached plat of "HARBOR ISLAND" is a true and correct plat of such property as recently surveyed and platted under my direction. I Also Certify that permanent reference monuments were set the 17th day of November A.D. 1945 in accordance with the Section 7, Chapter 10275 (No. 253) Laws of the State of Florida.

W. O. Sparrow Registered Civil Engineer No. 321
" Land Surveyor No. 43
State of Florida.



Filed for record this 24 day of Jan A.D. 1946 at 2:48 P.M. in Book 44 of plats at page 72 of the Public Records of Dade County, Florida. This plat complies with the provisions of Chapter 10275 (No. 253) Laws of the State of Florida.

E. B. Leatherman, Clerk of the Circuit Court
by H. B. Ewing Deputy Clerk.

VIA ELECTRONIC SUBMISSION May 20, 2025

Ms. Silvia E. Vargas, FAICP, LEED AP
Village Planner
North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, Florida 33141

Re: Harbor Island/ 8000 East Drive/ SAP and Site Plan Application/ Amended Letter of Intent

Dear Ms. Vargas:

On behalf of Harbor Island Development Company, LLC, (the "Applicant"), the owner of the properties located at 8000 East Drive and 7946 East Drive in North Bay Village (the "Property"), we respectfully submit this Amended Letter of Intent in connection with the enclosed application for Special Area Plan ("SAP") Approval and Site Plan Approval.

The Property is further identified by two separate Miami-Dade Tax Folio Numbers: 23-3209-030-0001 and 23-3209-001-0020. The Property consists of approximately 180,000 square feet (4.12 acres)[1] and is located on the northernmost point of East Drive on Harbor Island.

Pursuant to the Village's Future Land Use Map ("FLUM"), the relevant portion of which is excerpted below in *Figure 1*, the Property is designated High Density Multi-Family Residential. Pursuant to the Village's Zoning Map, the relevant portion of which is excerpted below in *Figure 2*, the Property is zoned RM-70- Multiple Family Residential.

[1] Please note that, as indicated on the enclosed survey, the Property consists of a 40-foot wide "corridor" parcel which connects the former Biscayne Sea Club property to East Drive, and which is encumbered by an easement which grants access to and from the apartment building located at 7945 East Drive.

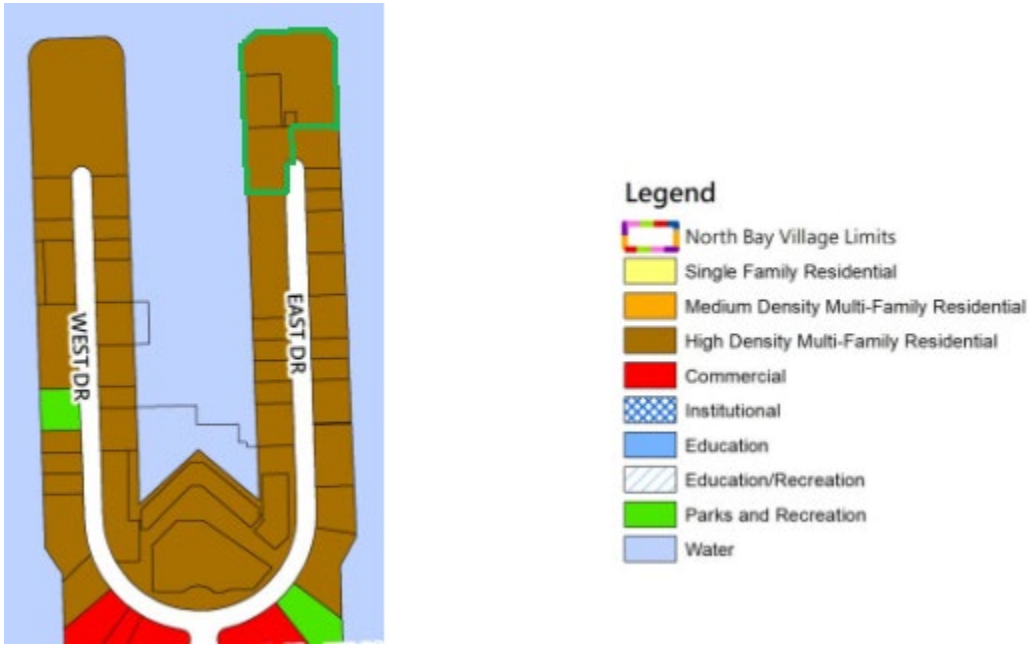


Figure 1



Figure 2

The Applicant is proposing a luxury multifamily condominium development with a total of 364 residential units ranging from one bedroom to four bedrooms along with numerous amenities (the "Project"). The Property will include an attached parking garage with a total of 798 parking spaces and a marina. The Project will extend the Village's Island Walk bayfront walkway along the waterfront perimeter of the Property, will provide access to the Island Walk from both the West and East sides of East Drive, and will include a 9,000 square foot waterfront public park/civic space at the Property's southwest corner. All of these improvements constitute a significant public benefit greatly enhancing public access to the waterfront and recreational opportunities.

The Applicant is seeking Site Plan Approval and approval of a SAP. The Project's proposed height is consistent with a recently proposed amendment to the ULDC which would allow the Village Commission to approve additional height in the RM-70 Zoning District pursuant to a SAP for projects of a certain size which utilize Transferable Development Rights ("TDRs") and that contribute a civic space in excess of the standard requirement and/or provide a monetary contribution for public facilities, infrastructure improvements, property acquisition, operational enhancements, and other public benefits. Aside from the Island Walk improvements and the new proposed public park/civic space which does exceed the minimum civic space required of a SAP, the Project is estimated to provide North Bay Village with $110.6 million of ad valorem tax revenue over 20 years. The Applicant has also already paid $10 million and purchased 76 TDR units from the Village to achieve its proposed density.

Site Plan Approval

Pursuant to Section 5.7(C)(1) of the Unified Land Development Code (the "Code"), Major developments within the Village require site plan approval. The Project complies with the standards and criteria set forth in Section 5.7(C)(5) of the Code as follows:

(1) Protects against and minimizes any undesirable effects upon contiguous and nearby property.

The Project is redeveloping a site where the existing buildings are uninhabited and in poor condition, with one building having already been declared unsafe, condemned, and evacuated. It will be a catalyst in revitalizing the area and has been designed to minimize its impact on nearby properties by providing an extension of the Village's Island Walk bayfront walkway surrounding the Property, a new waterfront public park/civic space and other landscaped buffers on the south side of the Project.

(2) Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.

The Project provides 798 parking spaces in an attached parking garage, which will comply with the Proposed "8000 East SAP" Code amendment.

(3) Provides sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.

The Project improves the appearance and character of the neighborhood by expanding the Village's Island Walk bayfront walkway and a new waterfront park which will provide public access to the waterfront. This new public area will include significant landscaping and will provide a buffer between the buildings and the waterfront as well as neighboring properties. Extensive landscaped areas are also provided throughout the rest of the Project.

(4) Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.

The Project can be accommodated by the Village's existing infrastructure as evidenced by the concurrency analysis and traffic analysis included with this submission.

SAP Approval

Pursuant to Section 4.19 of the Code, projects in the RM-70 Zoning District which are at least 1.75 acres in size, and which are utilizing TDRs, may apply for an SAP approval. The proposed Project and the development parameters set forth in the proposed "8000 East SAP" Zoning Code text amendment attached as **Exhibit A,** comply with the Code Requirements for a SAP. Specifically, the Applicant will construct the required civic space which will amount to over 5% of the Property and will provide considerable additional public benefit including:

a. Extension of the Island Walk around the tip of East Drive

The Project will extend the Village's Island Walk bayfront walkway along the waterfront perimeter of the Property and will be a significant public benefit greatly enhancing public access to the waterfront.

b. Protection against and minimizes any undesirable effects upon contiguous and nearby property

The Project is redeveloping a site where the existing buildings are uninhabited and in poor condition, with one building having already been declared unsafe and evacuated. It will be a catalyst in revitalizing the area and has been designed to minimize its impact on nearby properties by providing an extension of the Village's Island Walk bayfront walkway surrounding the Property and landscaped buffers on the south side of the Project.

c. Parking & Loading Facilities

The Project provides sufficient off-street parking and loading facilities so that it will reduce the demand for on-street parking in the vicinity. The Project provides 798 parking spaces in an attached parking garage and also provides the required loading spaces.

d. Architecture provides sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood

The Project improves the appearance and character of the neighborhood by expanding the Village's Island Walk bayfront walkway which will provide public access to the waterfront. This new public area will include significant landscaping and will provide a buffer between the buildings and the waterfront as well as neighboring properties. The project's unique architecture will create a new architectural landmark within the Village.

e. Traffic & Infrastructure Sufficiency

The Project can be accommodated by existing community roads, services, and utilities, with any necessary enhancements being provided by the Applicant. The Project can be accommodated by the Village's existing traffic infrastructure per the submitted traffic concurrency analysis.

f. Shadow Study

The Project's shadow study found that the neighboring properties were not affected by the proposed new buildings.

g. Incorporation of Art

The Project will incorporate museum-quality art and noteworthy cultural experiences throughout.

h. Impact Fees

The Project will generate approximately $1.5 million in impact fees for the Village.

i. Economic Benefits to the Village

The Project will create positive fiscal impacts on North Bay Village. Some of which include:

- Increased taxable property of between $700 million and $1.2 billion on an annual basis over the next 20 years.
- Increased annual tax revenue to North Bay Village of between $4 million to $7 million per year for the next 20 years.
- Ad Valorem revenue to North Bay Village of $110.6 million over 20 years.
- Tax increment revenue to North Bay Village of $105.1 million over 20 years.
- An increase in $1 billion in business output for Miami-Dade County along with $308 million in increased earnings and 6,127 new jobs.

In summary, the Project provides high-quality residences which will revitalize this end of Harbor Island, extend the Village's Island Walk bayfront walkway, include a new waterfront civic space, and provide for significant improvements at Civic Park which will benefit all residents of the Village. We are confident that this Project will be a significant and positive new addition to the Village that will showcase how North Bay Village has truly become the shining and undisputed "Heart of the Bay". Accordingly, we respectfully request your favorable consideration of this application. If you have any questions, please do not hesitate to contact me at (305) 376-6061 or

mgarcia-serra@gunster.com Thank you for your attention to this matter and we look forward to continuing to work with you on this exciting project.

Sincerely,



Mario Garcia-Serra, Esq.

Exhibit A
8000 East SAP

Appendix D
8000 EAST SPECIAL AREA PLAN



Figure 1

1. General requirements

   A. Title. This appendix shall be known as the 8000 East Special Area Plan Form-Based Code or "8000 East SAP"

   B. Purpose and intent. The 8000 East SAP is intended to allow for the coordinated planning of a large parcel of land, enable better integration of public infrastructure such as sidewalks, civic spaces, and parks, promote connectivity between different areas of the development, provide greater flexibility in design elements to allow for a more creative and specialized building and streetscape aesthetics, and achieve higher quality development all while adhering to the overall vision and intent of the ULDC and the Village's Comprehensive Plan.

C. Applicability.

1. The 8000 East SAP provides for an optimal set of development regulations that may be voluntarily employed in the residential development of lands located within geographical limits of the 8000 East SAP shown on the official zoning map and indicated on Figure 1 above.

2. All regulations of the underlying zoning district shall apply. Where the underlying zoning district and the 8000 East SAP both apply, the 8000 East SAP shall govern.

3. If a property owner should elect not to develop under these optional regulations, only the regulations of the underlying zoning district shall apply.

D. Approval. In order to approve an application, the Village Commissions hall find that the development proposed:

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 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.

E. Height.

1. The maximum building height is 43 stories and 500 Feet to the top of the roof level of level 43.

2. The maximum additional height allowed for mechanical equipment, including but not limited to, cooling towers, is an additional 25 feet.

F. Parking Requirements.

1. A minimum of 2 parking space is required per dwelling unit.

G. Marina Requirements.

1. A marina may be constructed up to 150 feet perpendicular from the seawall or shoreline.



8000
EAST DRIVE

7946, 8000, 8010, 8020 EAST DRIVE
NORTH BAY VILLAGE, FL

ARCHITECTURE

A0-00	COVER SHEET & DRAWING INDEX
A0-01	ZONING MAP
A0-02	STREET VIEWS
A0-03	PROJECT DATA
A0-04	ZONING DATA
A0-05	VOLUMETRIC COMPARISON
A0-06	SETBACK DIAGRAM
A0-07	FLR DIAGRAM
A0-08	PARKING DIAGRAM
A0-09	SUN STUDY | SPRING
A0-10	SUN STUDY | SUMMER
A0-11	SUN STUDY | AUTUMN
A0-12	SUN STUDY | WINTER
A0-13	FRONTAGE DIAGRAM & ADA CIRCULATION
A0-14	MANEUVERABILITY STUDY
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A1-01	LEVEL: GROUND
A1-02	LEVEL: MEZZANINE
A1-03	LEVEL: 02
A1-04	LEVEL: 03
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A2-03	WEST ELEVATION
A2-04	SOUTH ELEVATION
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A9-02	RENDERING
A9-03	RENDERING
A9-04	RENDERING
A9-05	RENDERING
A9-06	RENDERING

8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

ARQUITECTONICA
2900 Oak Avenue
Miami, Florida 33133
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CIVIL ENGINEER:
KIMLEY HORN
2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

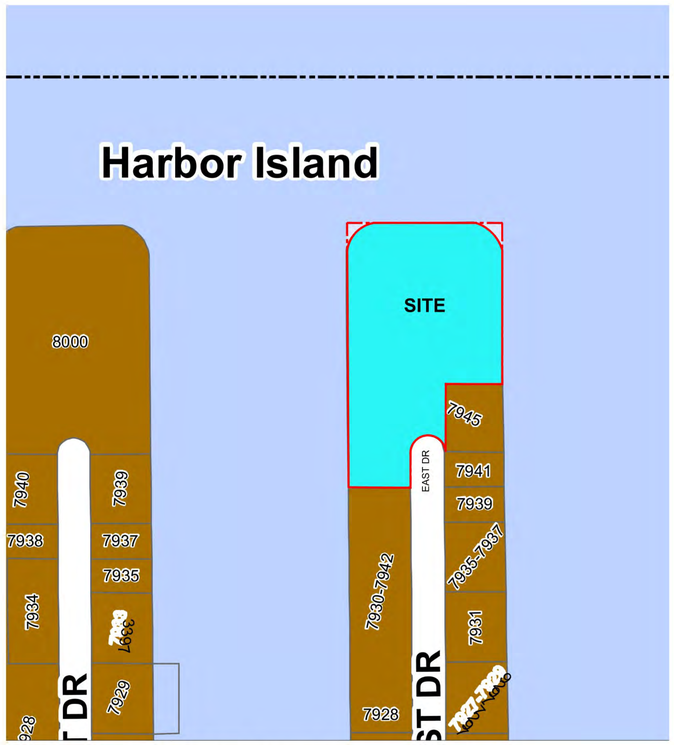
SHEET NAME:
COVER SHEET & DRAWING INDEX

SCALE:

SHEET NUMBER:
A0-00



LOCATION MAP



8000 EAST SAP

8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

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2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
ZONING MAP

SCALE:

SHEET NUMBER:
A0-01



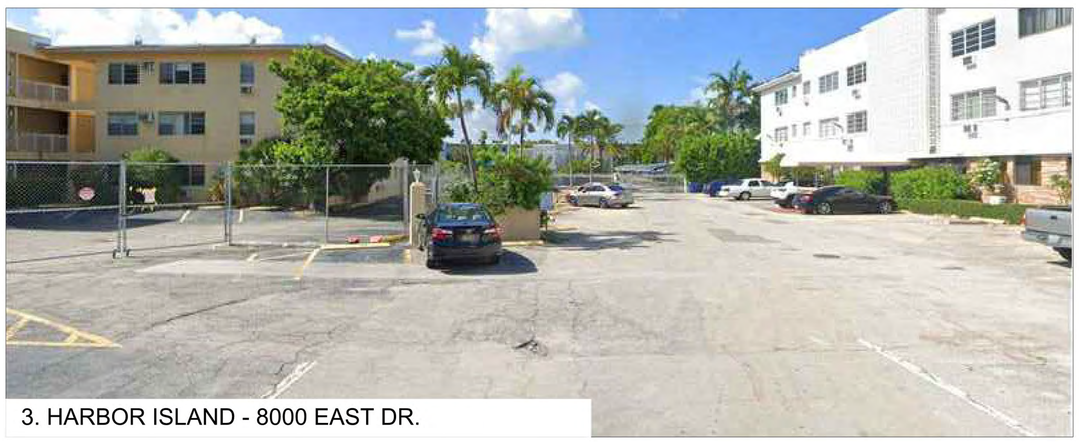
HARBOR ISLAND - AERIAL VIEW



1. HARBOR ISLAND - 8010 EAST DR. (WEST VIEW)



2. HARBOR ISLAND - 8010 EAST DR. (EAST VIEW)



3. HARBOR ISLAND - 8000 EAST DR.

8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
STREET VIEWS

SCALE:

SHEET NUMBER:
A0-02

NORTH TOWER		F-F	HGT	Units/ Level	1BR	2BR	3BR	4BR	NSF	TERRACES	GSF (INT. A/C)	FLR PLATE
Roof			**497.47**									
Level 43	Units	12.67	484.8	3			1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 42	Units	10.67	474.13	3			1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 41	Units	10.67	463.46	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 40	Units	10.67	452.79	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 39	Units	10.67	442.12	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 38	Units	10.67	431.45	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 37	Units	10.67	420.78	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 36	Units	10.67	410.11	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 35	Units	10.67	399.44	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 34	Units	10.67	388.77	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 33	Units	12.67	376.1	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 32	Units	12.67	363.43	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 31	Units	10.67	352.76	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 30	Units	10.67	342.09	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 29	Units	10.67	331.42	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 28	Units	10.67	320.75	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 27	Units	10.67	310.08	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 26	Units	10.67	299.41	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 25	Units	10.67	288.74	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 24	Units	10.67	278.07	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
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Level 22	Units	12.67	254.73	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 21	Units	12.67	242.06	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 20	Units	10.67	231.39	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 19	Units	10.67	220.72	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 18	Units	10.67	210.05	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 17	Units	10.67	199.38	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 16	Units	10.67	188.71	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 15	Units	10.67	178.04	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 14	Units	10.67	167.37	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 13	Units	12.67	154.7	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 12	Units	12.67	142.03	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 11	Units	10.67	131.36	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 10	Units	10.67	120.69	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 9	Units	10.67	110.02	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 8	Units	10.67	99.35	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 7	Units	10.67	88.68	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 6	Units	10.67	78.01	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 5	Amenities	20	**58.01**							2,778 sf	9,941 sf	12,719 sf
Level 4	Units + Parking	16.67	41.34	5	1	2		2	10,144 sf	2,778 sf	12,922 sf	15,700 sf
Level 3	Units + Parking	10.67	30.67	5	1	2		2	10,144 sf	2,778 sf	12,922 sf	15,700 sf
Level 2	Units + Parking	10.67	20	5	1	2		2	10,144 sf	2,778 sf	12,922 sf	15,700 sf
Mezz.	Parking	10									2,790 sf	2,790 sf
Level 1	Lobby + Amenities	20									10,274 sf	10,274 sf
TOTALS				**Units**	**1BR**	**2BR**	**3BR**	**4BR**	**NSF**	**TERRACES**	**GSF**	**FLR PLATE**
				201	3	78	38	82	440,528 sf	108,506 sf	569,261 sf	677,767 sf
					1%	*39%*	*19%*	*41%*				

TOTAL PROJECT:			**Units**	**1BR**	**2BR**	**3BR**	**4BR**	**NSF**	**TERRACES**	**GSF**	**FLR PLATE**
Average Unit Size:	*2,138 sf*		**364**	**3**	**161**	**76**	**124**	**778,082 sf**	**183,552 sf**	**998,648 sf**	**1,538,916 sf**
				1%	*44%*	*21%*	*34%*				

PARKING				SPACES	GSF
			58.01		
Level 4	Parking	16.67	41.34	191	62,714 GSF
Level 3	Parking	10.67	30.67	192	62,860 GSF
Level 2	Parking	10.67	20	183	61,389 GSF
Mezz.	Parking	10		130	47,510 GSF
Level 1	Parking	20		102	60,030 GSF
TOTALS				**798 spaces**	294,503 GSF

Parking Ratio:
2.19

EAST TOWER		F-F	HGT	Units/ Level	1BR	2BR	3BR	4BR	NSF	TERRACES	GSF (INT. A/C)	FLR PLATE
Roof			**497.47**									
Level 43	Units	12.67	484.8	3			1	2	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 42	Units	10.67	474.13	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
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Level 16	Units	10.67	188.71	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 15	Units	10.67	178.04	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 14	Units	10.67	167.37	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 13	Units	12.67	154.7	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 12	Units	12.67	142.03	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 11	Units	10.67	131.36	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 10	Units	10.67	120.69	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 9	Units	10.67	110.02	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 8	Units	10.67	99.35	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 7	Units	10.67	88.68	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 6	Units	10.67	78.01	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 5	Amenities	20	**58.01**								1,728 sf	8,432 sf	10,160 sf
Level 4	Units + Parking	16.67	41.34	4		3		1	8,018 sf	1,728 sf	9,746 sf	11,474 sf
Level 3	Units + Parking	10.67	30.67	4		3		1	8,018 sf	1,728 sf	9,746 sf	11,474 sf
Level 2	Units + Parking	10.67	20	4		3		1	8,018 sf	1,728 sf	9,746 sf	11,474 sf
Mezz.	Parking	10									2,187 sf	2,187 sf
Level 1	Lobby	20									7,896 sf	7,896 sf
TOTALS				**Units**	**1BR**	**2BR**	**3BR**	**4BR**	**NSF**	**TERRACES**	**GSF**	**FLR PLATE**
				163	0	83	38	42	337,554 sf	75,046 sf	429,387 sf	504,433 sf
					0%	*51%*	*23%*	*26%*				

* Amenities are included in the main table

AMENITIES		NORTH	EAST	DECK	GSF
Level 5	Amenities	9,941 sf	8,432 sf	62,213 sf	80,586 GSF
Mezzanine	Amenities	2,790 sf	2,187 sf		4,977 GSF
Level 1	Amenities	10,274 sf	7,896 sf		18,170 GSF
TOTALS					**103,733 GSF**

8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
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PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
PROJECT DATA

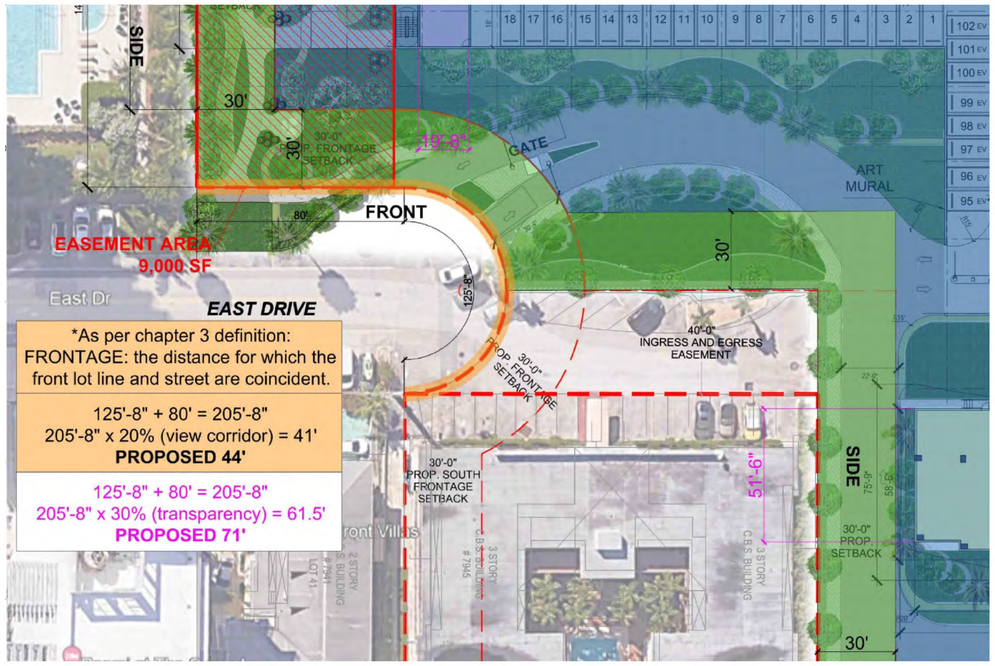
SCALE:

SHEET NUMBER:
A0-03

Zone - RM-70	Proposed 8000 East SAP
Lot Area - Gross	179,536 sf
Lot Area - Net	179,536 sf
Lot Acreage - Gross	4.12 acres
Lot Acreage - Net	4.12 acres

ZONING REQUIREMENT **Harbor Island**				
	FACTOR	**REQ'D/ ALLOWABLE**		**PROVIDED**
Lot Area		11,200 sf		179,536 sf
Min. Pervious Area	30% Lot Area Min.	53,861 sf	36%	65,126 sf
Min. Green Area	20% Lot Area Min.	35,907 sf	28%	49,980 sf
Max. Density	70 du/acre	288 units	87 units	364 units
			30% of Max. Density	
Min. Frontage		80 ft		205.67 ft
Frontage Transparency		30%	205'8" frontage x 30%= 61.5'	71 ft
Building Setbacks				
Rear/Waterfront		25 ft	North Frontage	25 ft
		25 ft	East Frontage	25 ft
		25 ft	West Frontage	25 ft
One Side (Interior)		15 ft	South East	30 ft
Second Side (Interior)	20% of Lot Width 205'8" frontage x 20%= 41'	41 ft	South West	44 ft
Total Side Setback Area - Structure Free at Ground Level		30 ft	N/A	N/A
Min. Floor Area				
One-Bedroom		750 ft		1,288 ft
Two-Bedroom		1,100 ft		1,717 ft
Three-Bedroom		1,300 ft		2,049 ft
Height				
Max. Building Height Proposed 8000 East SAP		Per SAP		**497.47 ft**

PARKING REQUIREMENTS **Harbor Island**				
		FACTOR	**RECOMMENDED**	**PROVIDED**
Residential				
One- Bedroom	3 units	1.25	4 spaces	6 spaces
Two-Bedroom	161 units	1.75	282 spaces	322 spaces
Three- Bedroom	76 units	2.25	171 spaces	152 spaces
Four- Bedroom	124 units	2.75	341 spaces	248 spaces
			798 spaces	**728 spaces**
Visitors		10%	80 spaces	73 spaces
	Subtotal Maximum Parking		**877 spaces**	**798 spaces**
	Total ADA	2% of total	18 spaces	16 spaces
TOTAL MAXIMUM PARKING RECOMMENDED:			**877 spaces**	
TOTAL PARKING PROVIDED:				**798 spaces**
TOTAL EV PARKING PROVIDED:				**161 spaces**
Bike Parking		1 Bike Rack Req'd Every 20 Parking spaces	44	58
Loading				
Residential	**Per 9.4.B.2** Multifamily residential, hotel/motel,hospital,spa, place of public assembly or similar use.	3 spaces Req'd Over a 100,000 sf	1,120,616 sf	**4x** 360 sf



8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
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RELATED GROUP
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MEP ENGINEER:

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PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
ZONING DATA

SCALE:

SHEET NUMBER:
A0-04









8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
VOLUMETRIC COMPARISON

SCALE:

SHEET NUMBER:
A0-05



8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
LOT AREA & OPEN SPACE

0 10' 20'
SCALE: 1' = 20'

SHEET NUMBER:
A0-07



8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

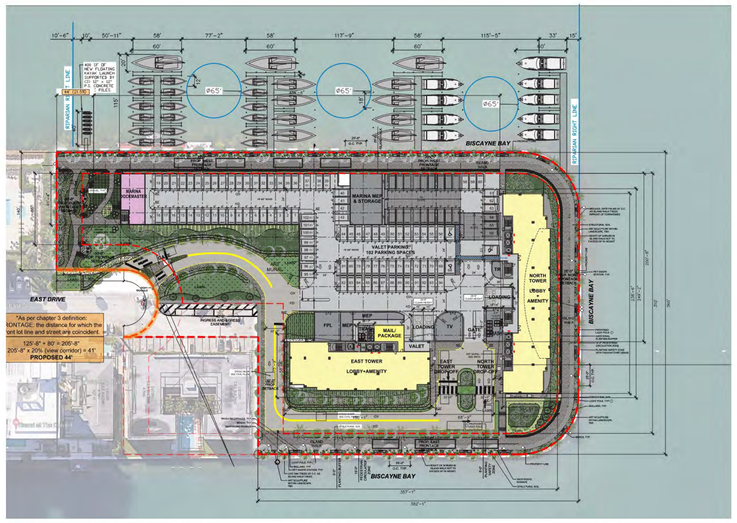
PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

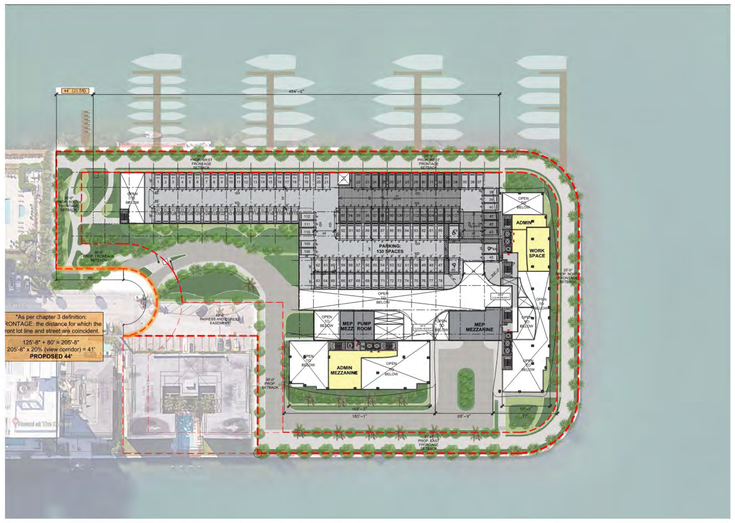
SHEET NAME:
SETBACK DIAGRAM

SCALE: 1" = 20"

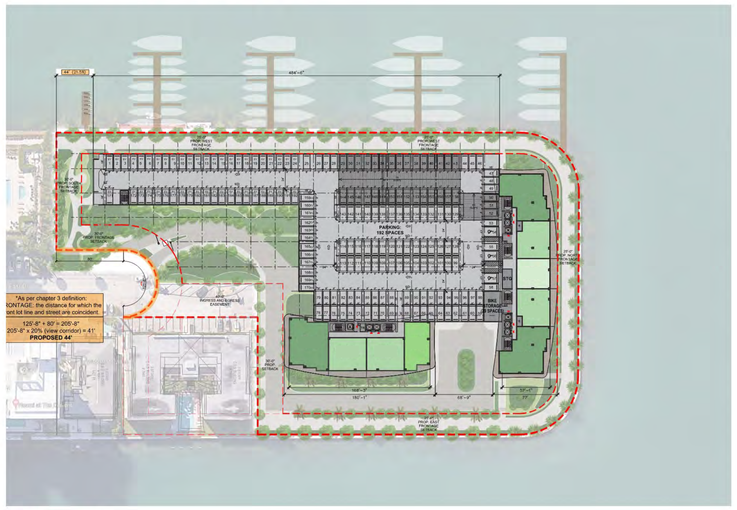
SHEET NUMBER:
A0-06



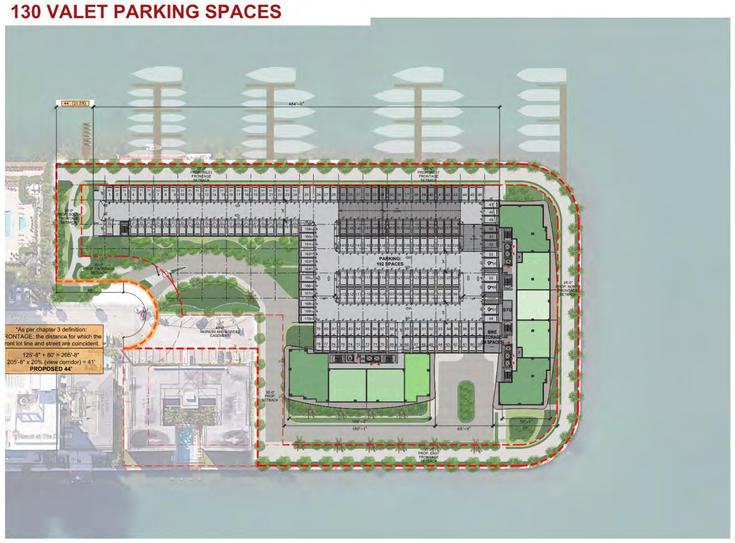
GROUND LEVEL
102 VALET PARKING SPACES



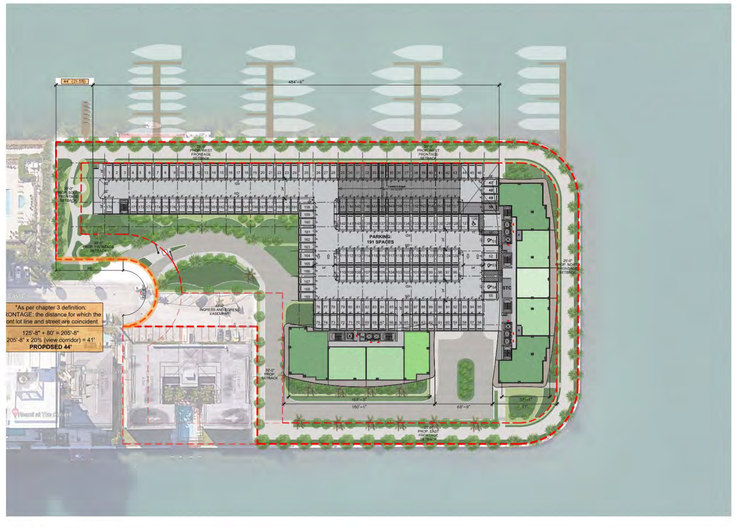
MEZZANINE LEVEL
130 VALET PARKING SPACES



LEVEL 02
183 PARKING SPACES



LEVEL 03
192 PARKING SPACES



LEVEL 04
191 VALET PARKING SPACES

GRAND TOTAL:
798 PARKING SPACES:

PARKING				SPACES	GSF
			58.01		
Level 4	Parking	16.67	41.34	191	62,714 GSF
Level 3	Parking	10.67	30.67	192	62,860 GSF
Level 2	Parking	10.67	20	183	61,389 GSF
Mezz.	Parking	10		130	43,773 GSF
Level 1	Parking	20		102	60,030 GSF
TOTALS				**798 spaces**	290,766 GSF

Parking Ratio:
2.19

8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
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INTERIOR DESIGNER:

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OFFICE REGISTRATION: # AA C000465

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

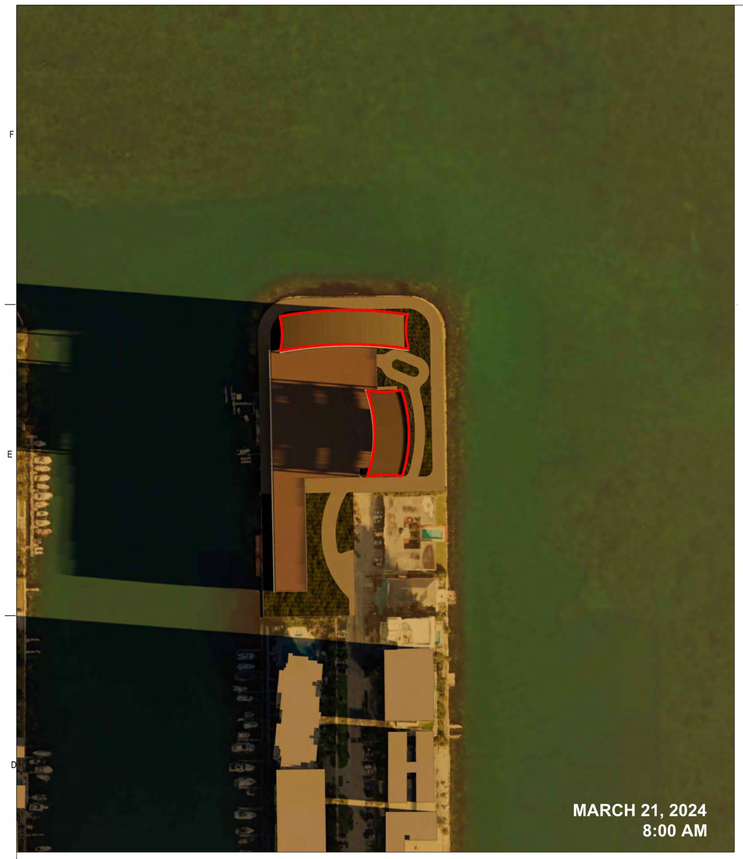
PROJECT STATUS:

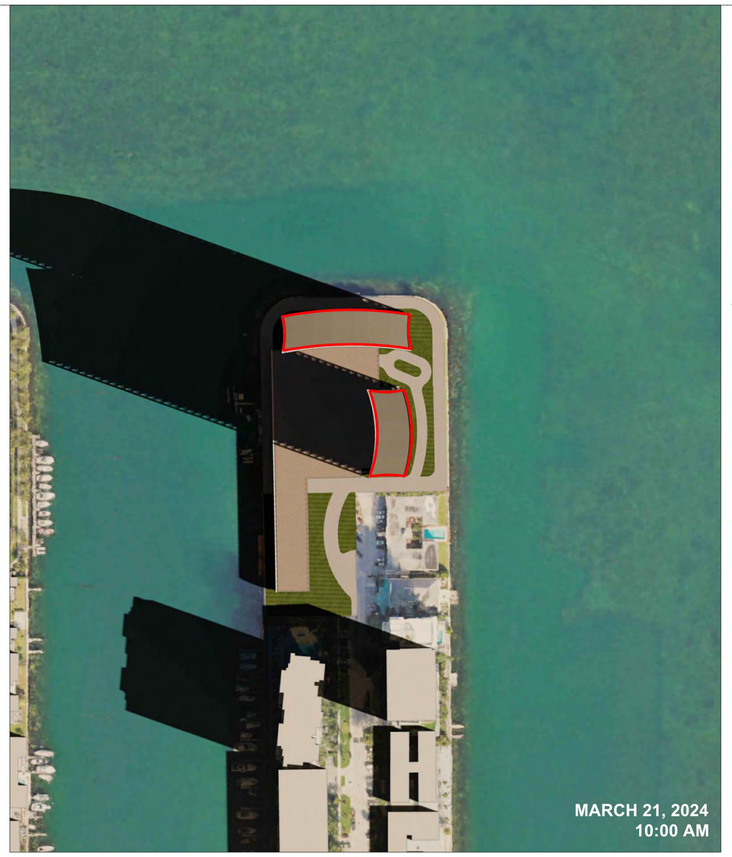
SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
PARKING DIAGRAM

SCALE:

SHEET NUMBER:
A0-08

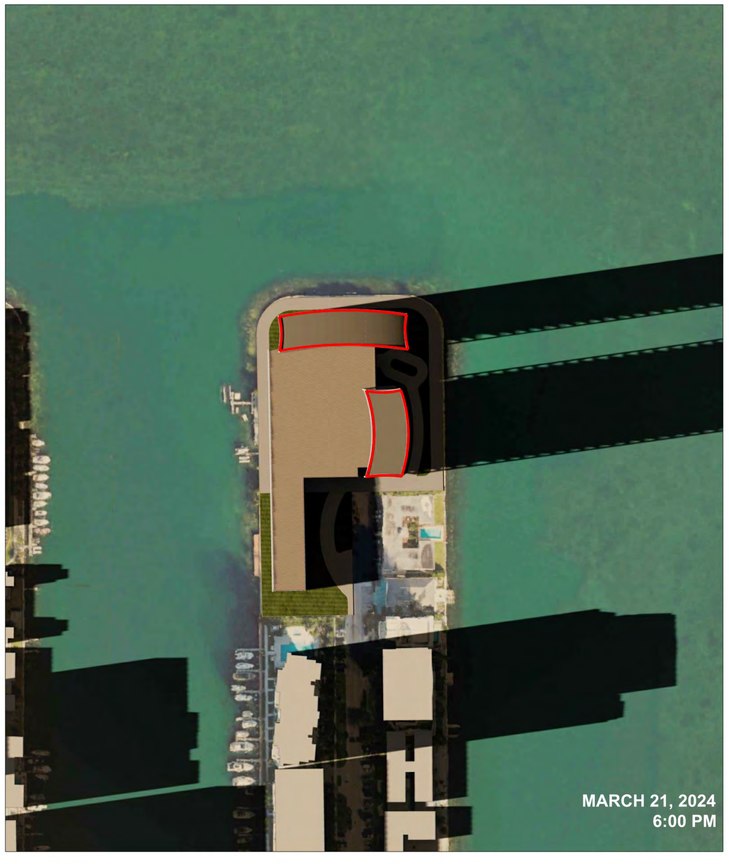












8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
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REVISIONS:

ISSUE #	DESCRIPTION	DATE

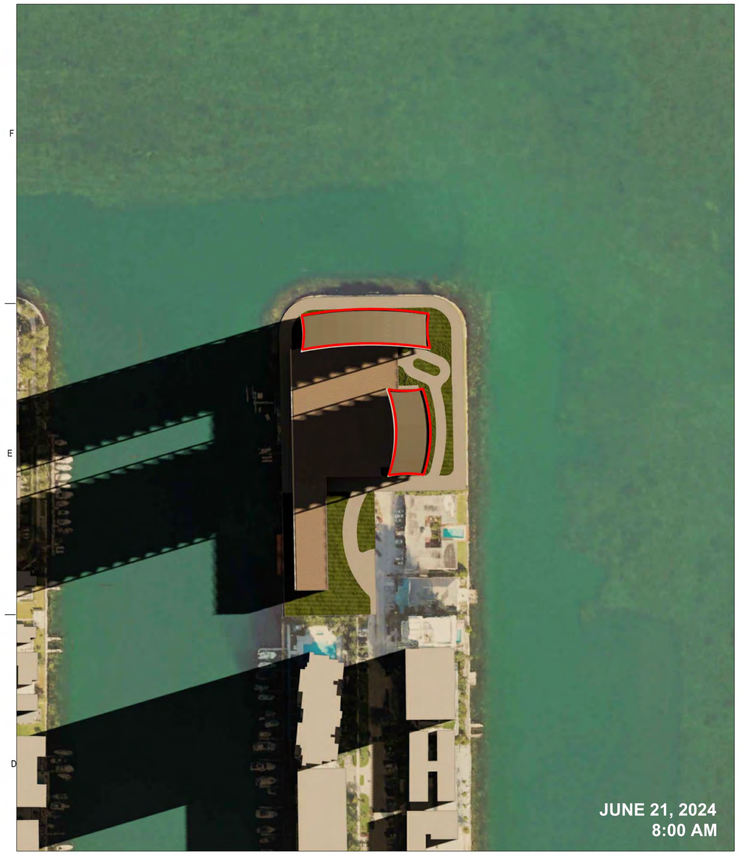
PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
SUN STUDY | SPRING

SCALE:

SHEET NUMBER:
A0-09

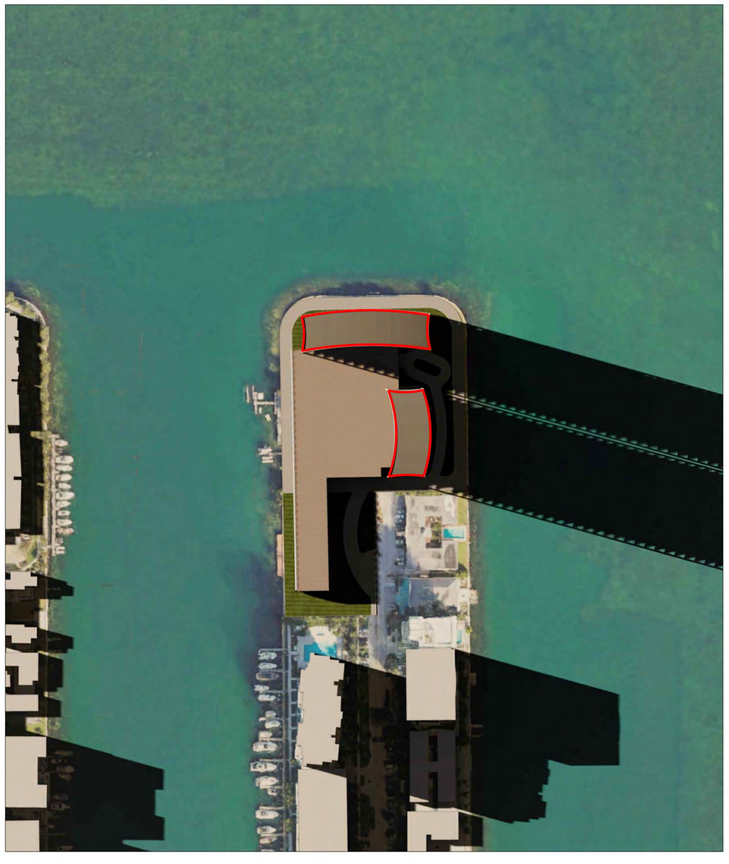












8000
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SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

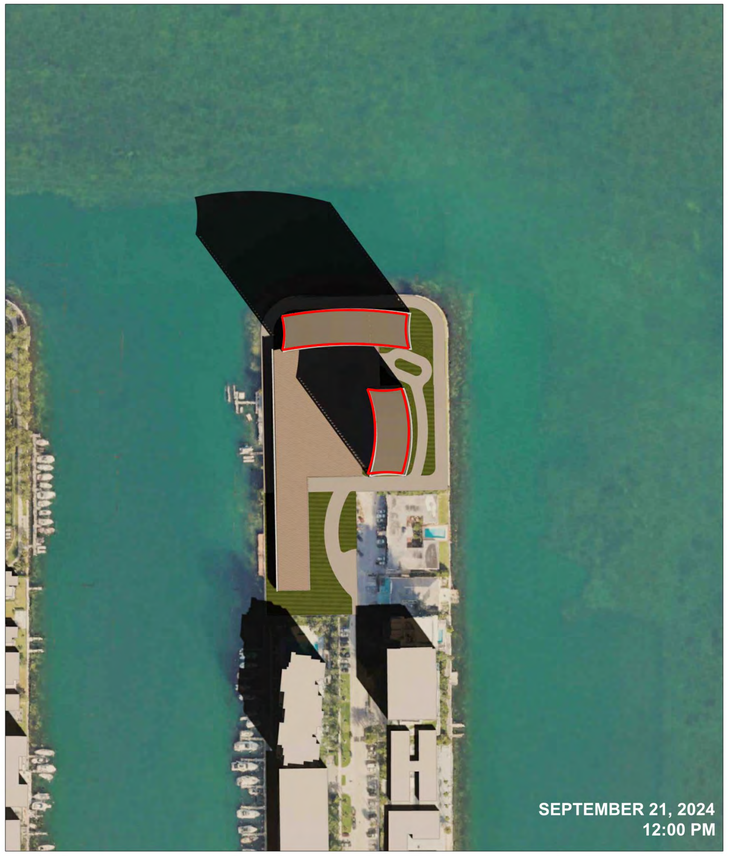
SHEET NAME:
SUN STUDY | SUMMER

SCALE:

SHEET NUMBER:
A0-10

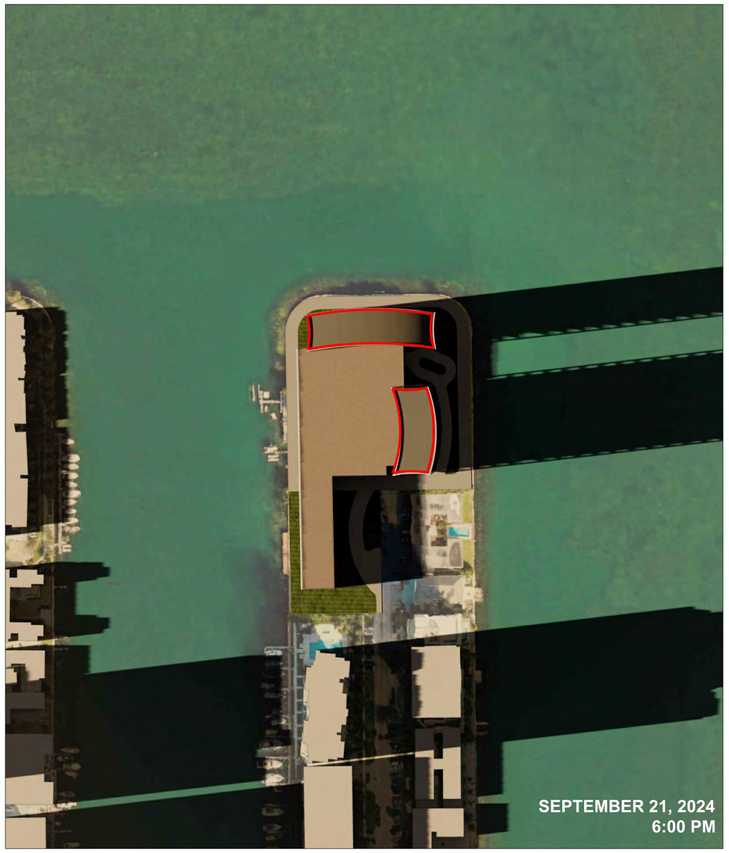












8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

ARQUITECTONICA
2900 Oak Avenue
Miami, Florida 33133
305.372.1812 TEL
305.372.1175 FAX
www.arquitectonica.com

CIVIL ENGINEER:
KIMLEY HORN
2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

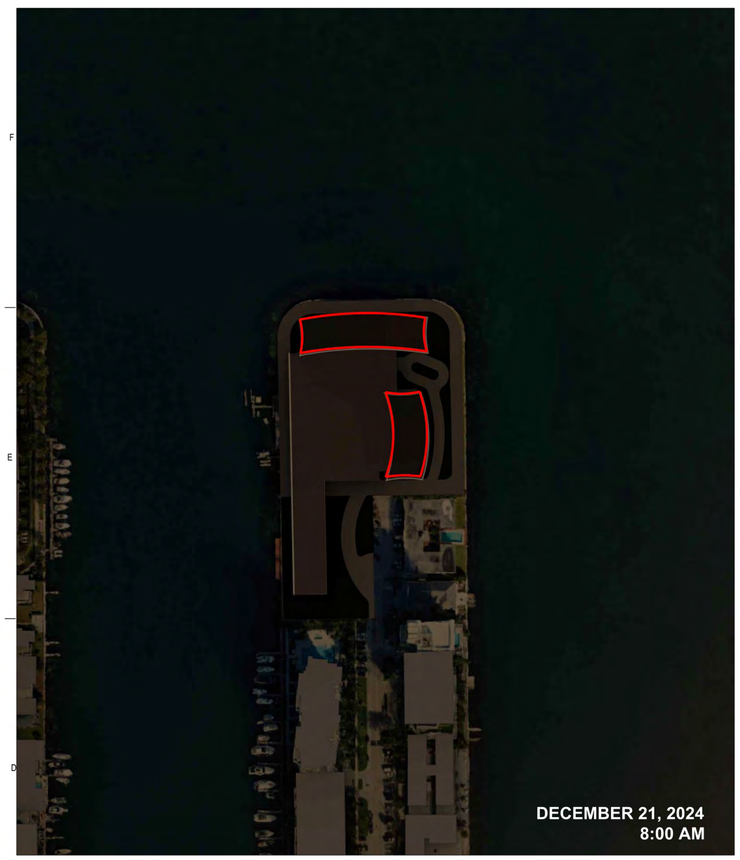
PROJECT STATUS:

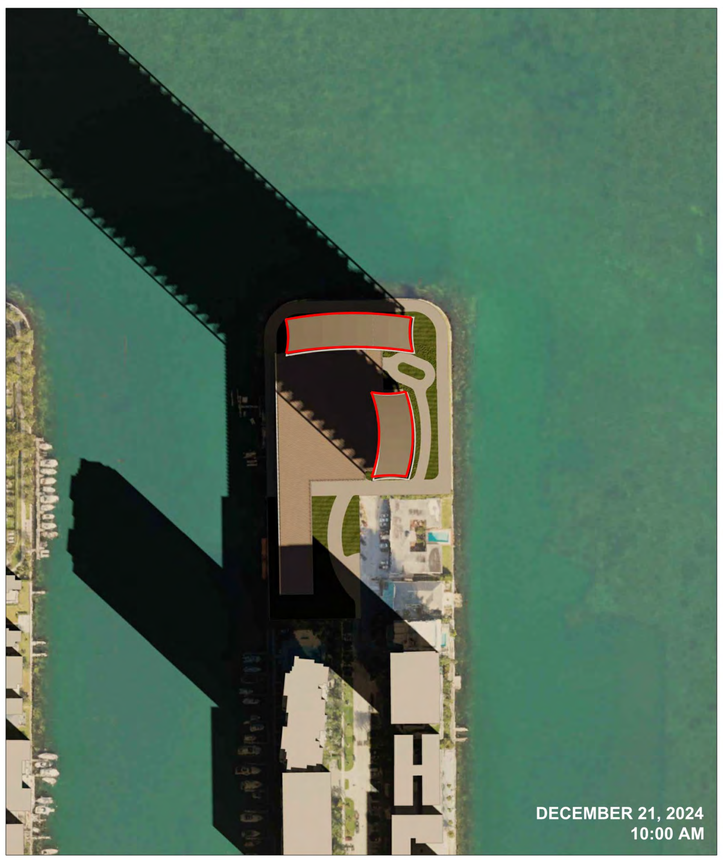
SHEET ISSUE DATE: 07/28/2025

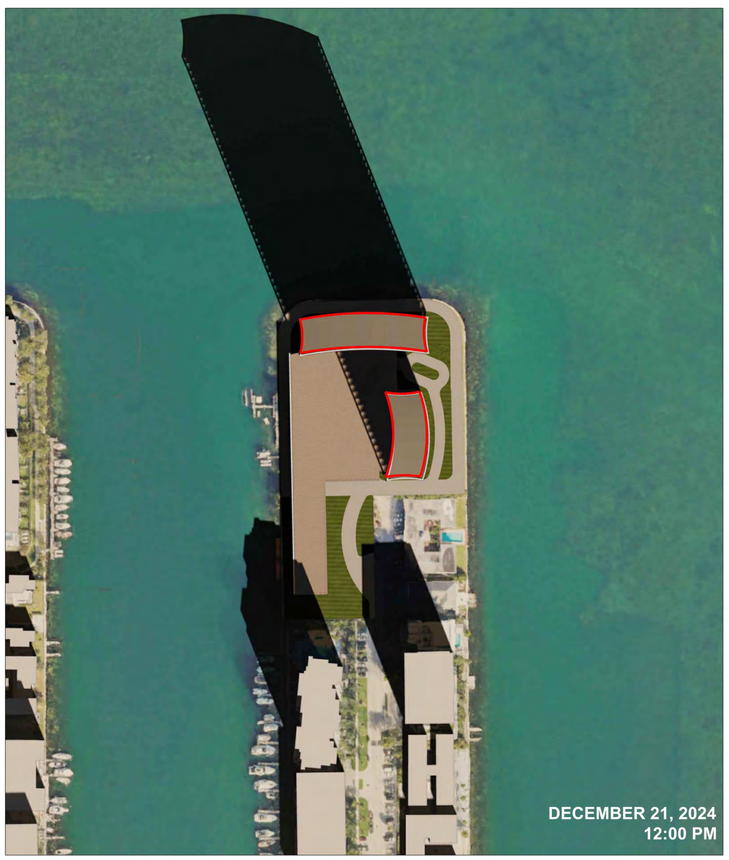
SHEET NAME:
SUN STUDY | AUTUMN

SCALE:

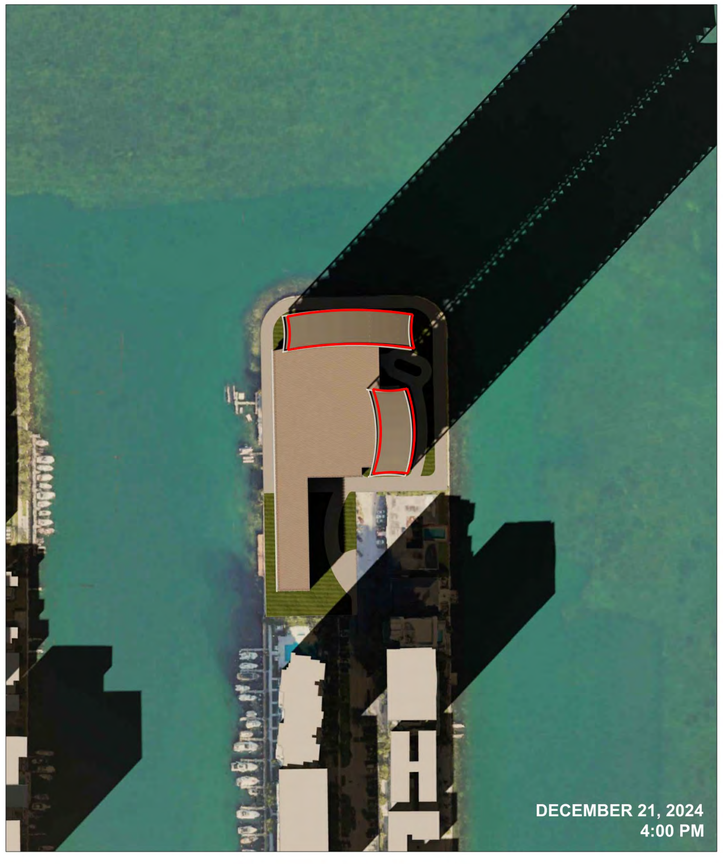
SHEET NUMBER:
A0-11













8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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CIVIL ENGINEER:
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PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

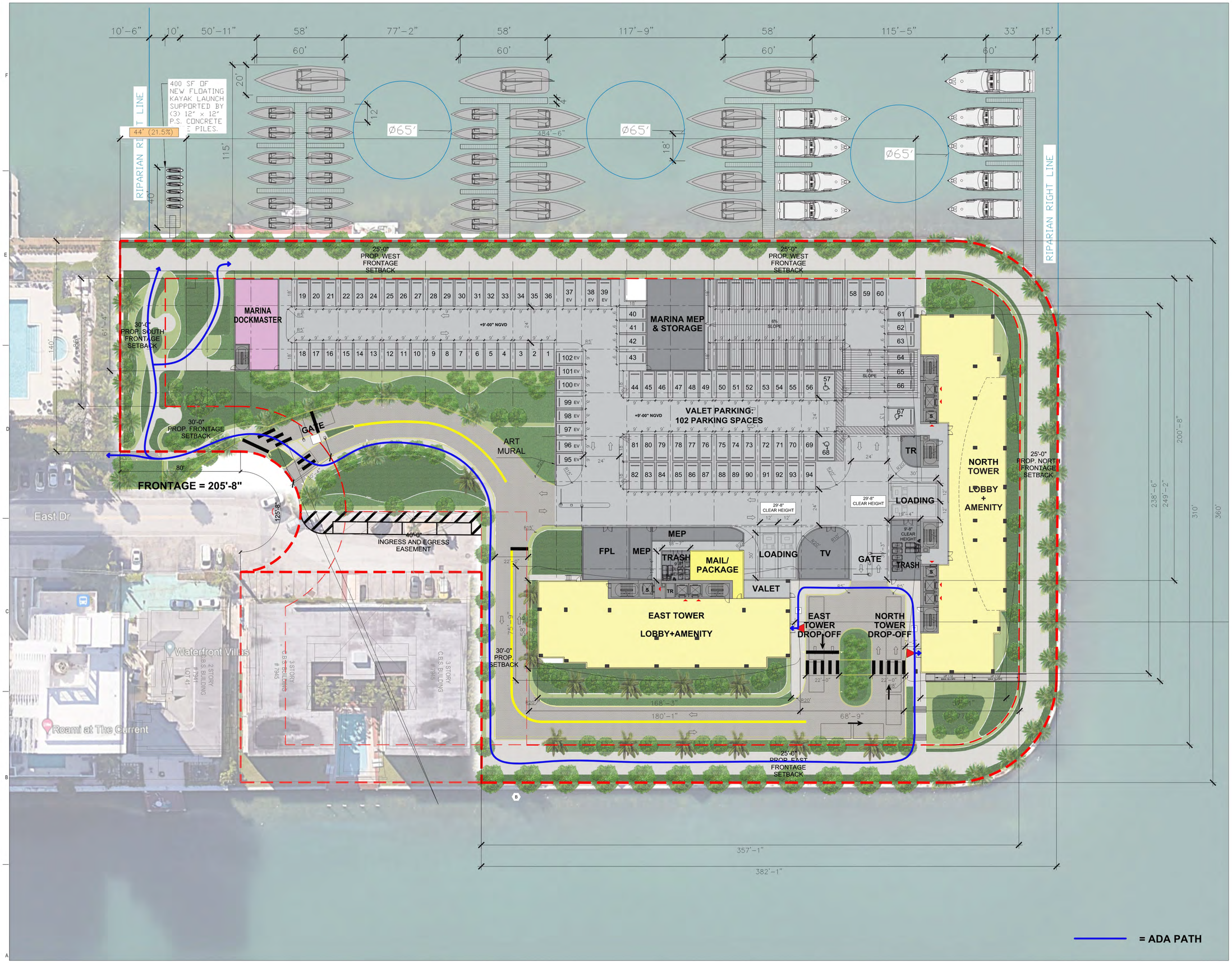
PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
SUN STUDY | WINTER

SCALE:

SHEET NUMBER:
A0-12



8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
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PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
FRONTAGE DIAGRAM & ADA CIRCULATION

SCALE: 1" = 20"
0 20' 40'

SHEET NUMBER:
A0-13



8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
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307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

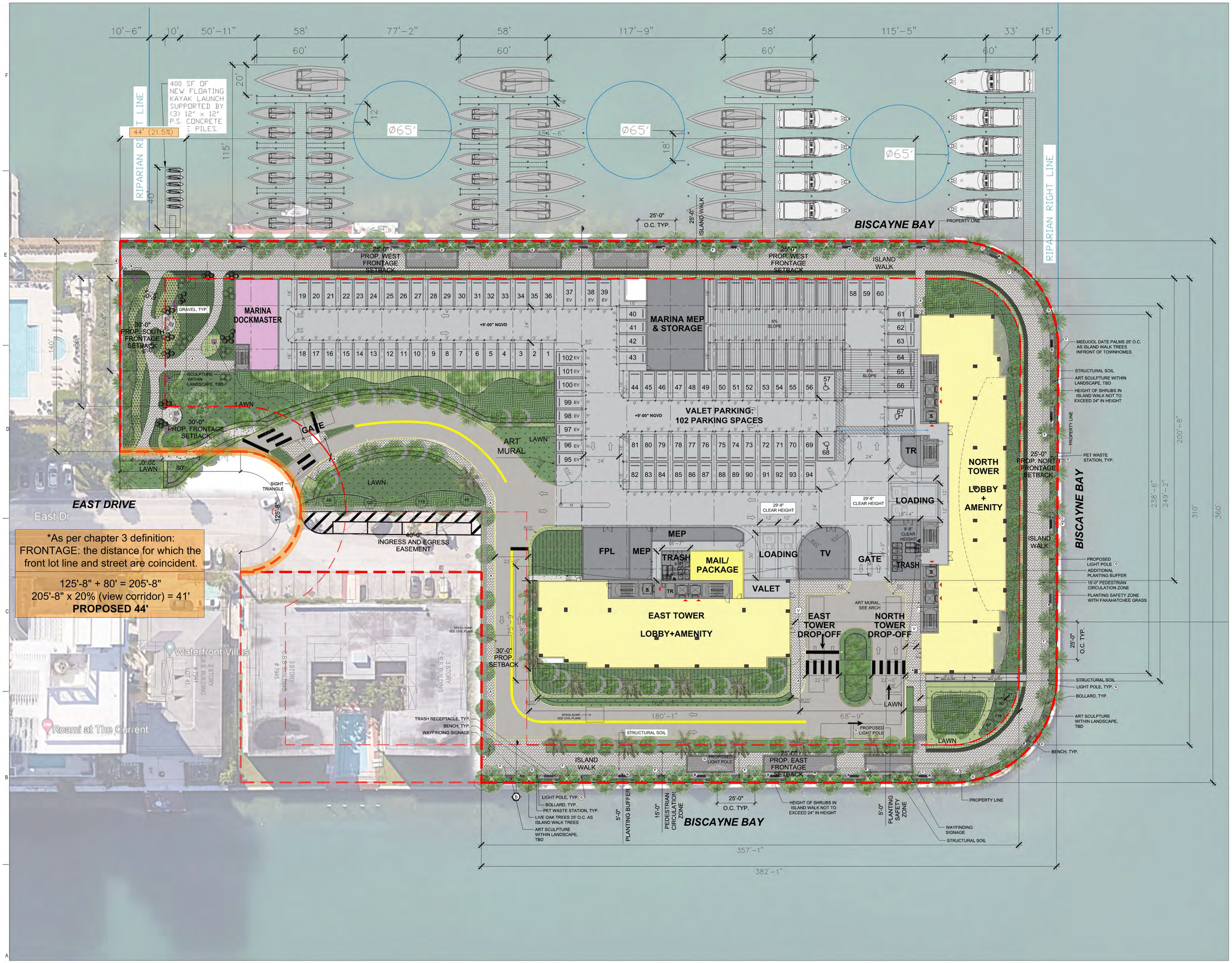
SHEET ISSUE DATE: 07/25/2025

SHEET NAME:
SITE PLAN

0 30' 60'
SCALE: 1" = 30"

SHEET NUMBER:

A1-00



8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
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307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/25/2025

SHEET NAME:
LEVEL: GROUND

SCALE: 1' = 20"
0 10' 20'

SHEET NUMBER:
A1-01



8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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CIVIL ENGINEER:
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2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
LEVEL: MEZZANINE

SCALE: 1" = 20'

SHEET NUMBER:

A1-02



8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

ARQUITECTONICA
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Miami, Florida 33133
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CIVIL ENGINEER:
KIMLEY HORN
2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
LEVEL: 02

0 10' 20'
SCALE: 1" = 20'

SHEET NUMBER:

A1-03



8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

ARQUITECTONICA
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Miami, Florida 33133
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305.372.1175 FAX
www.arquitectonica.com

CIVIL ENGINEER:
KIMLEY HORN
2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
LEVEL: 03

SCALE: 1" = 20'

SHEET NUMBER:

A1-04



8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

ARQUITECTONICA
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CIVIL ENGINEER:
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PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
LEVEL: 04

SCALE: 1" = 20'
0 10' 20'

SHEET NUMBER:
A1-05



8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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CIVIL ENGINEER:
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2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
LEVEL: 05 - AMENITIES

0 10' 20'
SCALE: 1" = 20"

SHEET NUMBER:

A1-06



8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
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307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
LEVELS: 6 - 41

0 10' 20'
SCALE: 1" = 20'

SHEET NUMBER:

A1-07



8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

ARQUITECTONICA
2900 Oak Avenue
Miami, Florida 33133
305.372.1812 TEL
305.372.1175 FAX
www.arquitectonica.com

CIVIL ENGINEER:
KIMLEY HORN
2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
LEVEL: 42

N

0 10' 20'
SCALE: 1" = 20"

SHEET NUMBER:

A1-08



8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
LEVEL: 43

0 10' 20'
SCALE: 1" = 20"

SHEET NUMBER:

A1-09



8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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CIVIL ENGINEER:
KIMLEY HORN
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PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
LEVEL: ROOF

0 10' 20'
SCALE: 1" = 20"

SHEET NUMBER:

A1-10



8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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CIVIL ENGINEER:
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PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
NORTH ELEVATION

SCALE:

SHEET NUMBER:

A2-01



8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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CIVIL ENGINEER:
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PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
EAST ELEVATION

SCALE:

SHEET NUMBER:
A2-02



8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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CIVIL ENGINEER:
KIMLEY HORN
2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

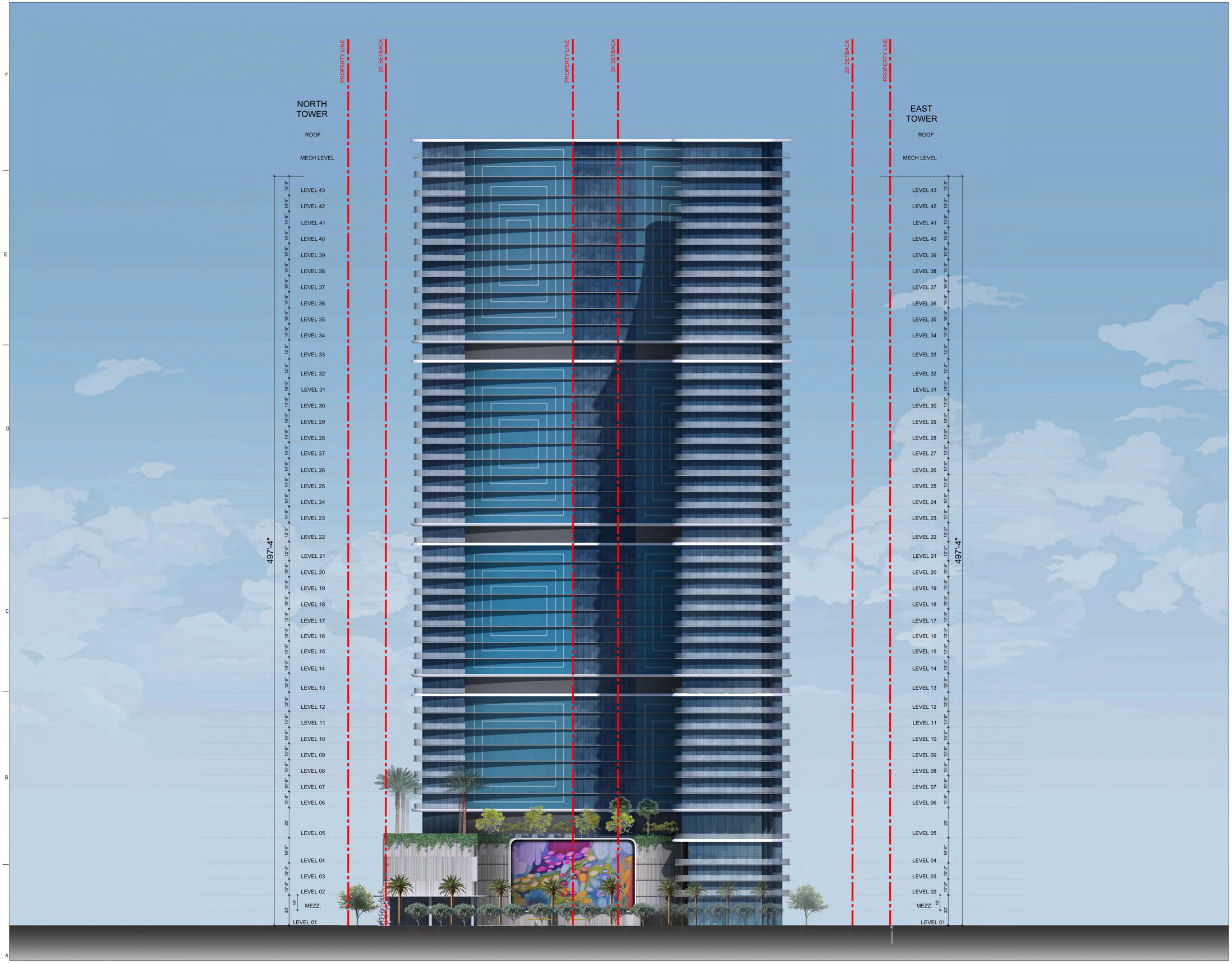
SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
WEST ELEVATION

SCALE:

SHEET NUMBER:

A2-03



8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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CIVIL ENGINEER:
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PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

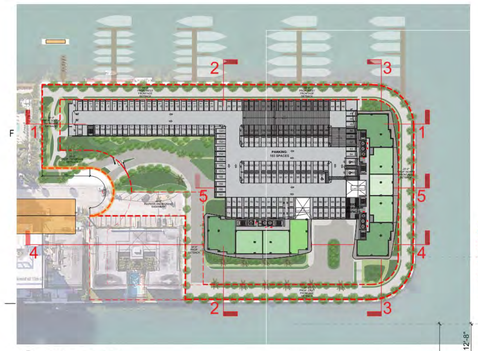
PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

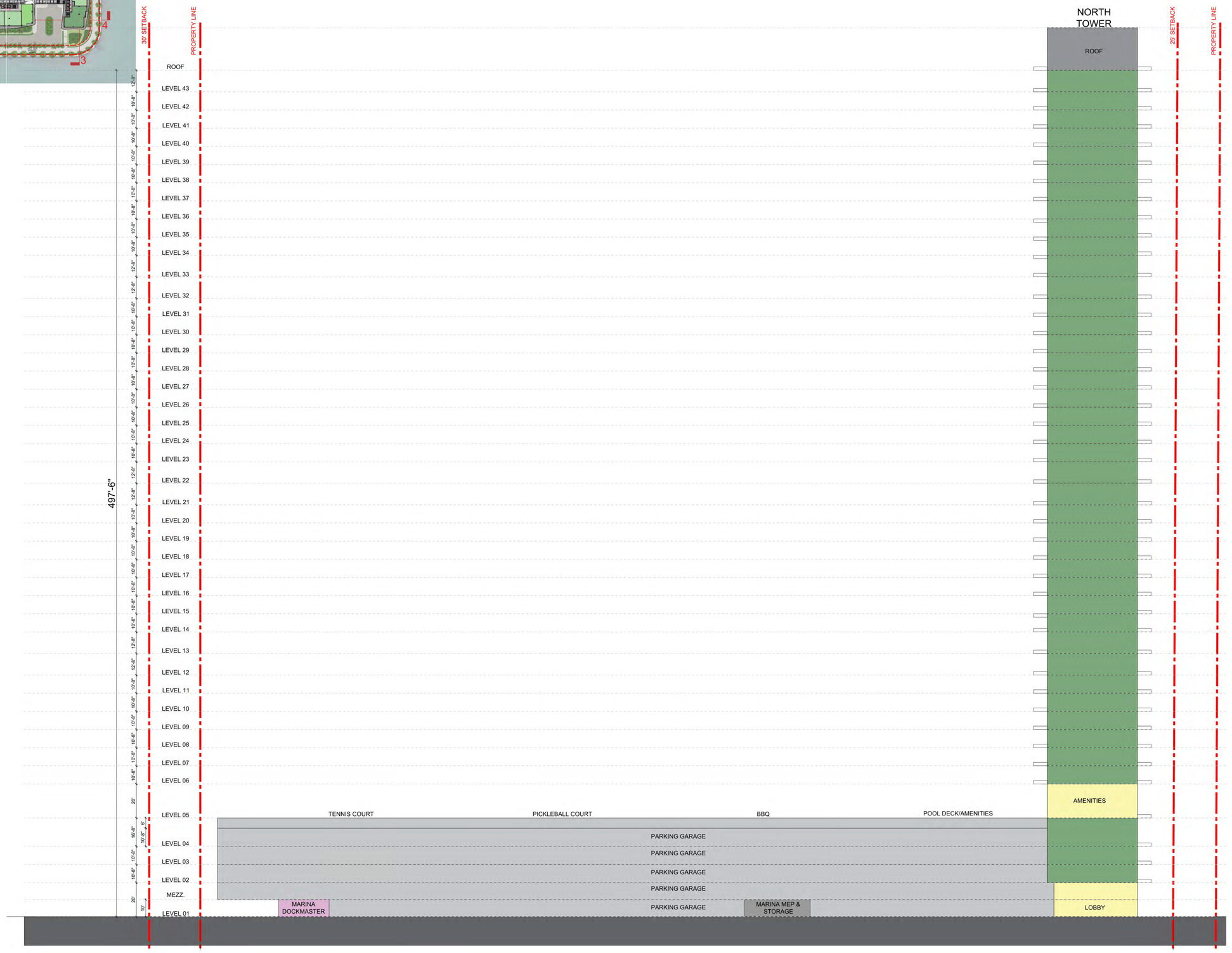
SHEET NAME:
SOUTH ELEVATION

SCALE:

SHEET NUMBER:
A2-04



KEY PLAN



8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

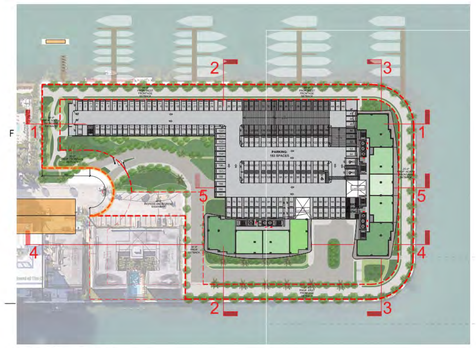
PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

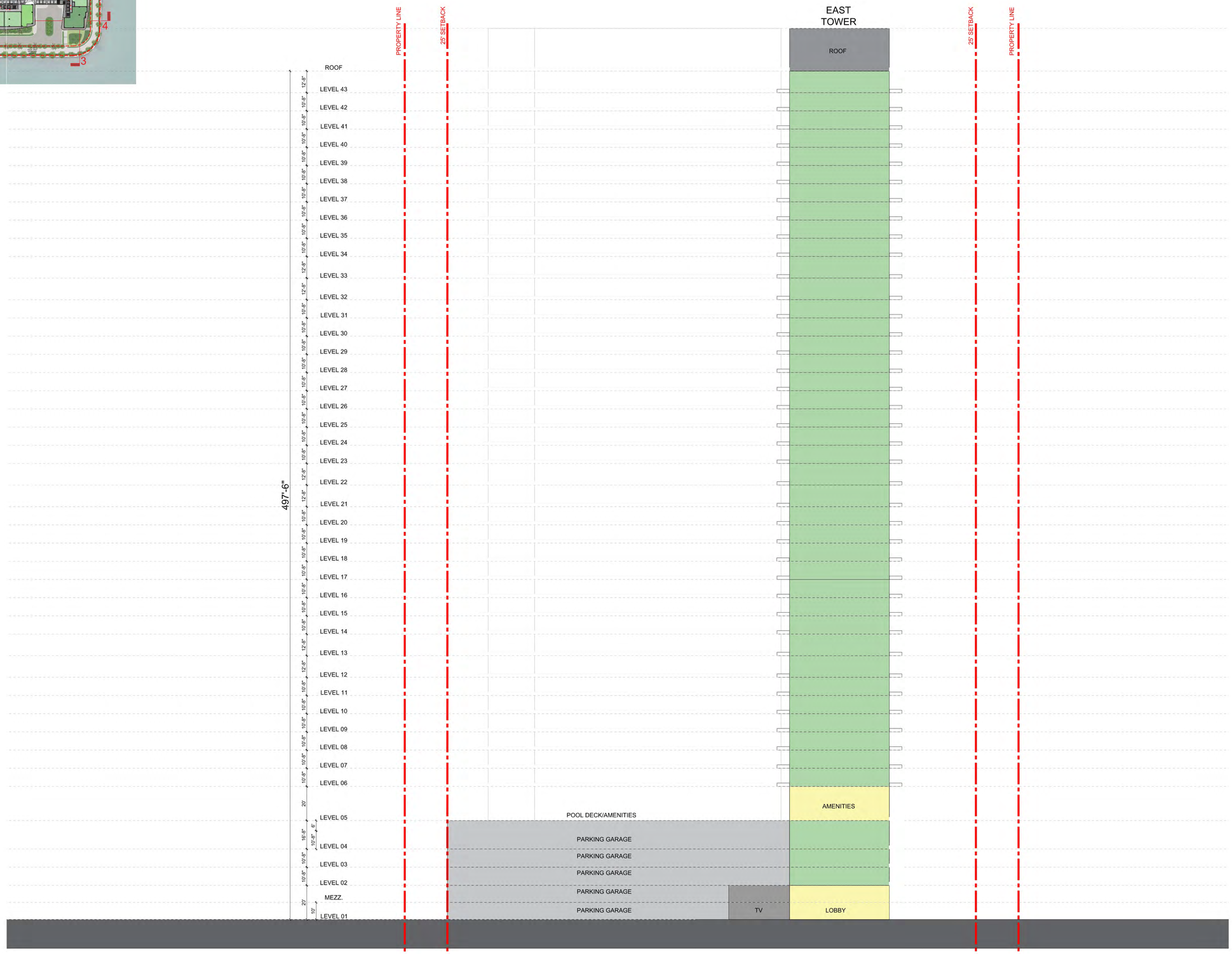
SHEET NAME:
SECTION 1

SCALE:

SHEET NUMBER:
A3-01



KEY PLAN



8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
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307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

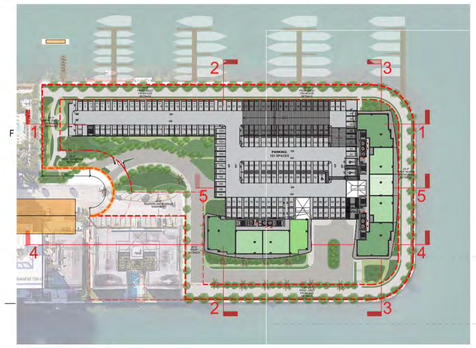
SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
SECTION 2

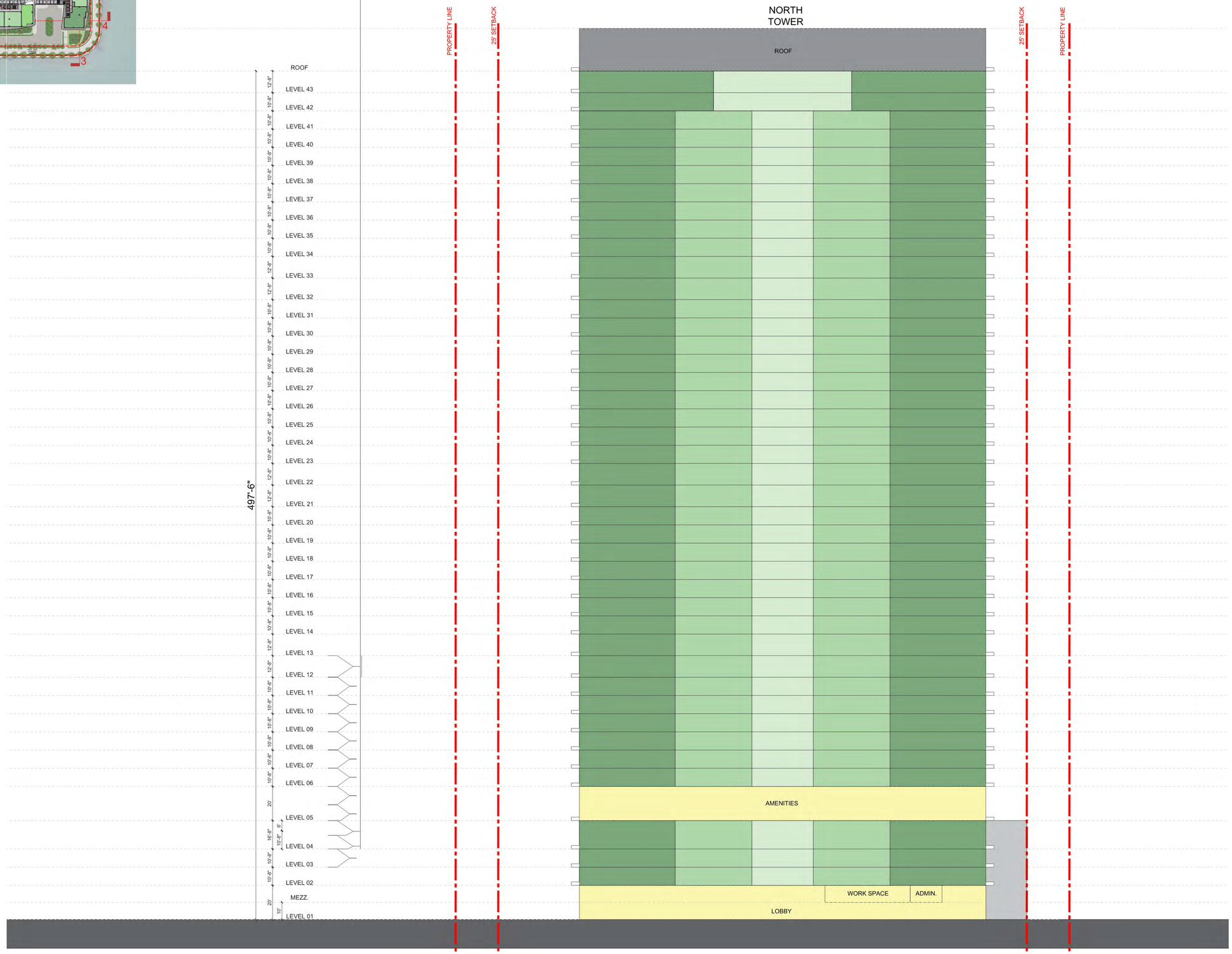
SCALE:

SHEET NUMBER:

A3-02



KEY PLAN



8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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PHONE: 305-673-2025

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MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

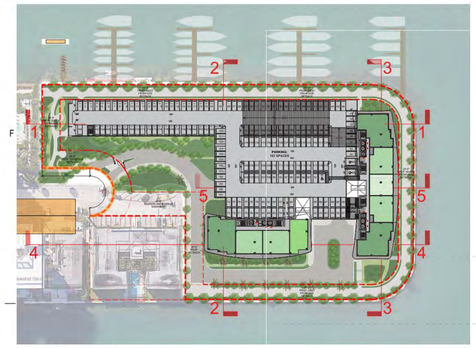
SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
SECTION 3

SCALE:

SHEET NUMBER:

A3-03



KEY PLAN



8000 EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
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307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

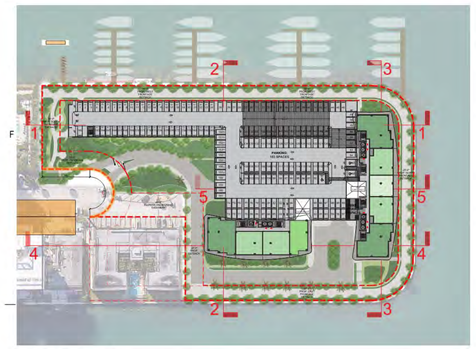
PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

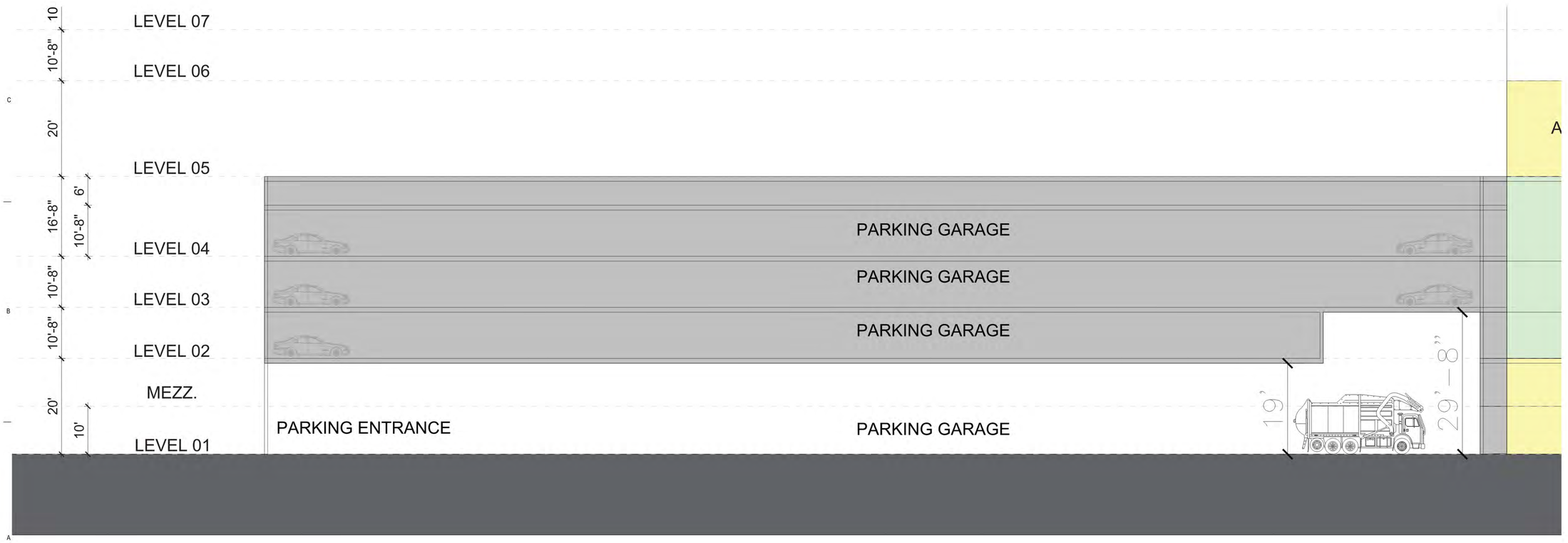
SHEET NAME:
SECTION 4

SCALE:

SHEET NUMBER:
A3-04



KEY PLAN



8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

ARQUITECTONICA
2900 Oak Avenue
Miami, Florida 33133
305.372.1812 TEL
305.372.1175 FAX
www.arquitectonica.com

CIVIL ENGINEER:
KIMLEY HORN
2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
SECTION 5

SCALE:

SHEET NUMBER:
A3-05



METAL FINS



CONCRETE PAVERS



WOOD GRAIN STEEL UNDERLAY

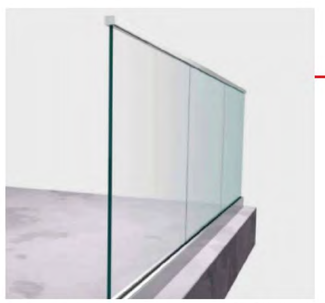


REFLECTIVE OR TINTED GLASS

WHITE STUCCO BANDS
WITH WHITE METAL BULLNOSE



GREY SLABS



FRAMELESS GLASS RAILING





8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
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307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

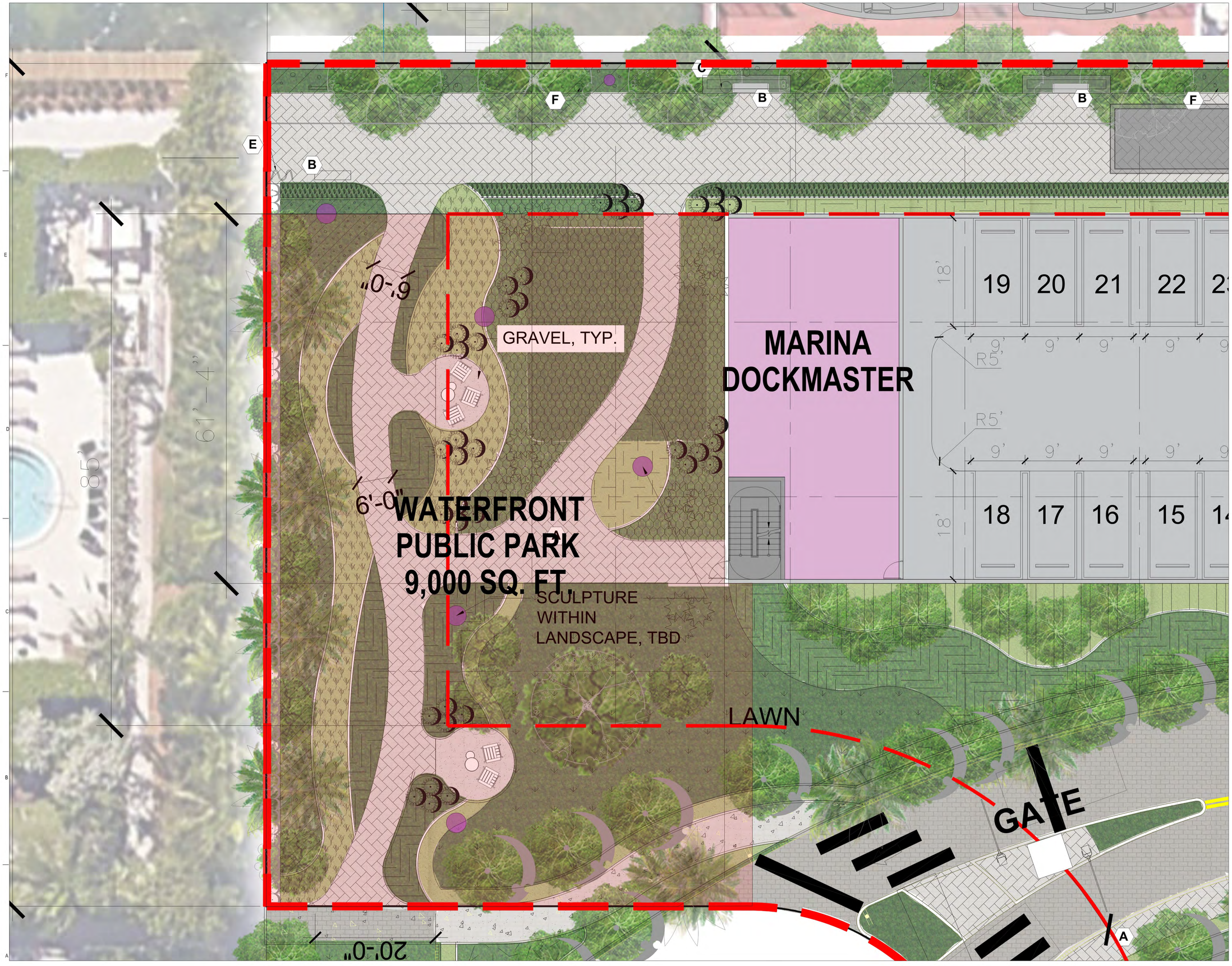
SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
MATERIALS

SCALE:

SHEET NUMBER:

A5-01



8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
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STRUCTURAL ENGINEER:

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PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
PUBLIC PARK & CIVIC SPACE

0 5'
SCALE: 1" = 5"

SHEET NUMBER:
A5-02



8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
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RELATED GROUP
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PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
RENDERING

SCALE:

SHEET NUMBER:
A9-01



8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
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PHONE: 954-923-9681

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SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
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PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
RENDERING

SCALE:

SHEET NUMBER:
A9-02



8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
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LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
RENDERING

SCALE:

SHEET NUMBER:
A9-03



8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

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PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
RENDERING

SCALE:

SHEET NUMBER:
A9-04



8000
EAST DRIVE

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
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PROJECT NUMBER:
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ISSUE #	DESCRIPTION	DATE

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SHEET NAME:
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SCALE:

SHEET NUMBER:
A9-05



8000
EAST DRIVE

PROJECT ADDRESS:
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OWNER:
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PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

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OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
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REVISIONS:

ISSUE #	DESCRIPTION	DATE

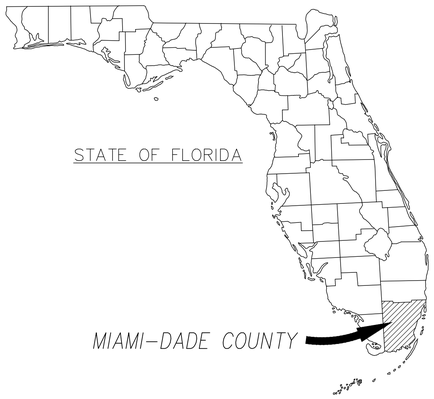
PROJECT STATUS:

SHEET ISSUE DATE: 07/28/2025

SHEET NAME:
RENDERING

SCALE:

SHEET NUMBER:
A9-06



CIVIL ENGINEERING PLANS

FOR

8000 EAST DRIVE

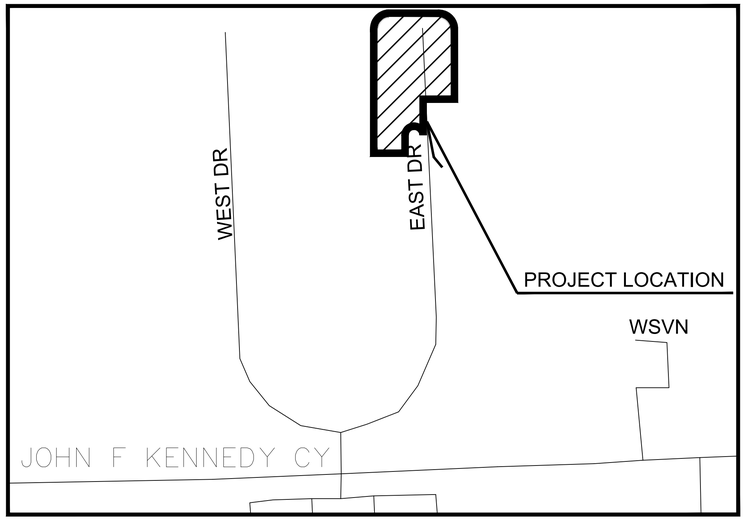
8000 EAST DRIVE

NORTH BAY VILLAGE, FLORIDA 33141

JUNE 2025

SECTION 09, TOWNSHIP 53-S, RANGE 42-E

FOLIO: 23-3209-021-0001, 23-3209-001-0021,
23-3209-030-0001, 23-3209-001-0023



LOCATION MAP

GRAPHIC SCALE IN FEET
0 150 300 600

SCALE: 1"=300'

NORTH

Sheet List Table	
Sheet Number	Sheet Title
C-100	COVER SHEET
C-101	GENERAL NOTES
C-200	EROSION AND SEDIMENTATION CONTROL NOTES
C-201	EROSION AND SEDIMENTATION CONTROL PLAN
C-202	EROSION AND SEDIMENTATION CONTROL DETAILS
C-203	EROSION AND SEDIMENTATION CONTROL DETAILS
C-301	SIGNAGE AND MARKING PLAN
C-401	PAVING AND GRADING PLAN
C-402	PAVING AND GRADING PLAN
C-403	DRAINAGE PLAN
C-404	DRAINAGE PLAN
C-405	PAVING GRADING AND DRAINAGE DETAILS
C-406	DRAINAGE WELL DETAILS
C-407	DRAINAGE WELL DETAILS
C-408	DRAINAGE WELL NOTES
C-409	TYPICAL SECTIONS
C-500	WATER AND SEWER NOTES
C-501	WATER AND SEWER PLAN
C-502	WATER AND SEWER PLAN

LEGAL DESCRIPTION

TRACT B LESS THE SOUTH 160 FEET OF HARBOR ISLAND ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 44, PAGE 72 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

THE WEST 40 FEET OF THE EAST 1/2 OF THE SOUTH 160.00 FEET OF TRACT B HARBOR ISLAND ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 44, PAGE 72 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

NOTES:

1. THE PROPOSED WORK HAS BEEN DESIGNED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, COUNTY, AND VILLAGE CODES AND REGULATIONS HAVING JURISDICTION. IF ANY DISCREPANCIES EXIST BETWEEN THE PLANS/SPECIFICATIONS PREPARED BY THE DESIGNER AND THE VILLAGE CODE AND/OR THE VILLAGE STANDARD DETAILS, THE LATTER SHALL GOVERN OR THE MOST STRINGENT.

PROJECT TEAM:

DEVELOPER
HARBOR ISLAND DEVELOPMENT COMPANY, LLC.
2850 TIGERTAIL AVE, SUITE 800
MIAMI, FL 33133
CONTACT: AMRO ZAKARNI

ARCHITECT
ARQUITECTONICA
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MIAMI, FL 33133
305-372-1812
CONTACT: KENLONG CASTILLO

CIVIL ENGINEER
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355 ALHAMBRA CIRCLE, SUITE 1400
CORAL GABLES, FL 33134
305-673-2025
CONTACT: ALBERTO A. MORA, P.E.

SURVEYOR
SCHWEBKE-SHISKIN AND ASSOCIATES
3240 CORPRATE WAT
MIRAMAR, FL 33025
954-435-7010
CONTACT: MARK JOHNSON

LIST OF CONTACTS:

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DEPARTMENT OF REGULATORY
AND ECONOMIC RESOURCES
701 NW 1ST COURT
MIAMI, FL 33136
(305) 372-6681
CONTACT: CAMILO IGNACIO, P.E.

WATER AND SEWER
MIAMI DADE WATER
AND SEWER DEPARTMENT
3575 S. LE JEUNE RD
MIAMI, FLORIDA 33146
(786) 268-5214
CONTACT: LAZARO GUERRA, P.E.

FIRE PREVENTION
MIAMI DADE COUNTY FIRE DEPARTMENT
9300 NW 41ST STREET
MIAMI, FLORIDA 33178
(786) 331-5000
CONTACT: LT. ROBERT SIMMONS

ENGINEERING
NORTH BAY VILLAGE
PUBLIC WORKS DEPARTMENT
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NORTH BAY VILLAGE, FL 33141
(305) 865-0506

BUILDING DIVISION
NORTH BAY VILLAGE BUILDING DEPARTMENT
1666 79TH STREET CAUSEWAY #101
NORTH BAY VILLAGE, FL 33141
(305) 754-6740

PLANNING AND ZONING
NORTH BAY VILLAGE
PLANNING AND ZONING
(305) 485-5197
CONTACT: SILVIA VARGAS

Kimley»Horn

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PHONE: 305-673-2025
WWW.KIMLEY-HORN.COM REGISTRY 35106

Kimley»Horn

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2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

ALBERTO ANTONIO MORA
LICENSE
No. 58710
STATE OF FLORIDA
PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ALBERTO MORA, P.E. ON THE DATE ADJACENT TO THE SEAL.

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DATE: 7/25/2025

KHA PROJECT #044800028
DATE JULY 2025
SCALE AS SHOWN
DESIGNED BY MCP
DRAWN BY EA
CHECKED BY AAM

No.	REVISIONS	DATE	BY

ELEVATIONS (IF SHOWN HEREON) REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29)

CAUTION!!
CONTRACTOR SHALL VERIFY PRESENCE AND EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

Sunshine811
Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.
Check positive response codes before you dig!

SCHEMATIC SET - NOT FOR CONSTRUCTION

COVER SHEET

PROJECT ADDRESS
8000 East Dr, North Bay Village, FL 33141

8000 EAST DRIVE

PREPARED FOR
HARBOR ISLAND
DEVELOPMENT COMPANY, LLC.
NORTH BAY VILLAGE FL

SHEET NUMBER
C-100

Plotted By:Ramos, Samuel Sheet Set:8000 EAST DRIVE Layout:C-100 COVER SHEET July 25, 2025 01:13:50pm K:\mib_civil\044800028 - harbor island\CIVIL\CADD\plansheets\C-100 COVER SHEET.dwg
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GENERAL NOTES AND SPECIFICATIONS

I. APPLICABLE CODES

1. ALL WORK AND MATERIALS SHALL CONFORM TO CURRENT NORTH BAY VILLAGE AND MIAMI-DADE COUNTY STANDARDS AND SPECIFICATIONS AS WELL AS ALL LOCAL, STATE, AND NATIONAL CODES AND REGULATORY REQUIREMENTS, AS APPLICABLE.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER AND IN STRICT COMPLIANCE WITH ALL THE REQUIREMENTS OF FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AND ALL STATE AND LOCAL SAFETY AND HEALTH REGULATIONS.
3. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER SITE FEATURES SHOWN ON THE DRAWINGS WERE OBTAINED FROM THE BOUNDARY SURVEY BY:

   SCHWERBE-SHISKIN & ASSOCIATES, INC.
   FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER:LB-87
4. ELEVATIONS SHOWN HEREON RELATE TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 AND IS EXPRESSED IN FEET
5. PROPOSED ELEVATIONS SHOWN ARE FINISHED GRADES.
6. EXISTING UTILITIES TO BE ADJUSTED IN ACCORDANCE WITH PROPOSED GRADES AND REQUIREMENTS OF UTILITY OWNERS, AS REQUIRED.
7. EXISTING STRUCTURES, TREES, UTILITIES AND OTHER IMPROVEMENTS WHICH ARE TO REMAIN IN PLACE SUCH AS BUILDING SEWERS, DRAINS, WATER OR GAS PIPES, CONDUITS, POLES, WALLS, COLUMNS, ETC., WHETHER OR NOT SHOWN ON THE PLANS, ARE TO BE CAREFULLY PROTECTED FROM DAMAGE. IF DAMAGE OCCURS FROM WORK PERFORMED UNDER THIS CONTRACT, THE CONTRACTOR SHALL PROMPTLY REPAIR THE DAMAGED ITEM(S) TO THE CONDITION OF THE ITEM(S) PRIOR TO THE DAMAGE. THIS WORK SHALL BE AT NO ADDITIONAL COST TO THE OWNER.
8. THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES AND UNDERGROUND UTILITIES.
9. CONTRACTOR SHALL PRESERVE ALL STREET SIGNS, PARKING METERS, BENCHES, TRAFFIC CONTROL SIGNS, ETC. WHEN DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL REINSTALL OR DELIVER SAID PUBLIC PROPERTY TO THE COUNTY YARD.
10. THE CONTRACTOR SHALL COORDINATE HIS/HER WORK WITH ANY OTHER UTILITY AND BUILDING TRADES WORKING ON THIS OR ADJACENT PROJECT.
11. ALL DITCH EXCAVATION SHALL BE PERFORMED IN FULL COMPLIANCE WITH THE PROVISIONS OF THE FLORIDA TRENCH SAFETY ACT.
12. THE CONTRACTOR SHALL TAKE SPECIAL NOTE OF SOIL CONDITIONS THROUGHOUT THIS PROJECT. ANY SPECIAL SHORING, SHEETING OR OTHER PROCEDURES NECESSARY TO PROTECT ADJACENT PROPERTY, EITHER PUBLIC OR PRIVATE, DURING EXCAVATION OF SUBSOIL MATERIAL OR DURING THE FILLING OF ANY AREA, OR FOR ANY OPERATION DURING CONSTRUCTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
13. THE CONTRACTOR AND SUBCONTRACTORS SHALL OBTAIN A COPY OF THE FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (LATEST EDITION), CITY OF MIAMI STANDARDS AND SPECIFICATIONS, MIAMI-DADE COUNTY STANDARDS AND SPECIFICATIONS, MDWASD STANDARD DETAILS AND SPECIFICATIONS, AND ALL OTHER APPLICABLE STANDARD AND/OR SPECIFICATIONS PERTAINING TO THE PROPOSED WORK AND BECOME FAMILIAR WITH THE CONTENTS PRIOR TO COMMENCING WORK. UNLESS OTHERWISE NOTED, ALL WORK SHALL CONFORM AS APPLICABLE TO THESE STANDARDS AND SPECIFICATIONS.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIAL AND LABOR TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS. CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS UNLESS OTHERWISE INDICATED, REMOVING TREES, STUMPS, ROOTS, MUCK, EXISTING PAVEMENT AND ALL OTHER DELETERIOUS MATERIAL.
15. EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF THE TOPOGRAPHIC SURVEY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THE ENGINEER. GUARANTEE IS NOT MADE THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE ENTIRELY ACCURATE. FINDING THE ACTUAL LOCATION OF ANY EXISTING UTILITIES IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DONE BEFORE COMMENCING ANY WORK IN THE VICINITY. FURTHERMORE, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES, NOR FOR TEMPORARY BRACING AND SHORING OF SAME. IF IT IS NECESSARY TO SHORE, BRACE, SWING OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.
16. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK. THE CONTRACTOR SHALL PROVIDE 48 HOURS MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS AND BONDS IF REQUIRED PRIOR TO CONSTRUCTION.
18. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONSTRUCTION DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, GEOTECHNICAL REPORT AND SPECIAL CONDITIONS AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.
19. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER.

20 ALL COPIES OF COMPACTION, CONCRETE AND OTHER REQUIRED TEST RESULTS ARE TO BE SENT TO THE OWNER AND DESIGN ENGINEER OF RECORD DIRECTLY FROM THE TESTING AGENCY.

21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE ENGINEER A CERTIFIED RECORD SURVEY SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA DEPICTING THE ACTUAL FIELD LOCATION OF ALL CONSTRUCTED IMPROVEMENTS THAT ARE REQUIRED BY THE JURISDICTIONAL AGENCIES FOR THE CERTIFICATION PROCESS. ALL SURVEY COSTS WILL BE THE CONTRACTORS RESPONSIBILITY.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTING AND MAINTAINING AS-BUILT INFORMATION WHICH SHALL BE RECORDED AS CONSTRUCTION PROGRESSES OR AT THE COMPLETION OF APPROPRIATE CONSTRUCTION INTERVALS AND SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT DRAWINGS TO THE OWNER FOR THE PURPOSE OF CERTIFICATION TO JURISDICTIONAL AGENCIES AS REQUIRED. ALL AS-BUILT DATA SHALL BE COLLECTED BY A STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR WHOSE SERVICES ARE ENGAGED BY THE CONTRACTOR.
23. ANY WELLS DISCOVERED ON SITE THAT WILL HAVE NO USE MUST BE PLUGGED BY A LICENSED WELL DRILLING CONTRACTOR IN A MANNER APPROVED BY ALL JURISDICTIONAL AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY WELL ABANDONMENT PERMITS REQUIRED.
24. ANY WELL DISCOVERED DURING EARTH MOVING OR EXCAVATION SHALL BE REPORTED TO THE APPROPRIATE JURISDICTIONAL AGENCIES WITHIN 24 HOURS AFTER DISCOVERY IS MADE.
25. ANY WELL TO REMAIN SHALL BE ADJUSTED TO GRADE BY THE CONTRACTOR.
26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK THAT WOULD BE AFFECTED. FAILURE TO NOTIFY OWNER OF AN IDENTIFIABLE CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.
27. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE MAINTENANCE OF TRAFFIC CIRCULATION FOR THE ADJACENT PROPERTY DURING CONSTRUCTION.
28. IF IT SHOULD BECOME NECESSARY TO STOP WORK FOR INDEFINITE PERIODS, THE CONTRACTOR SHALL TAKE EVERY PRECAUTION TO PREVENT DAMAGE OR DETERIORATION OF THE WORK ALREADY PERFORMED.

II. PRECONSTRUCTION RESPONSIBILITIES

1. THE INFORMATION PROVIDED IN THESE PLANS IS TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF THE WORK. ALL CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT ANY INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED AND UPON WHICH THEIR BIDS WILL BE BASED.
2. TWO (2) BUSINESS DAYS BEFORE BEGINNING CONSTRUCTION IN THE AREA, THE CONTRACTOR SHALL NOTIFY SUNSHINE STATE CALL ONE OF FLORIDA, INC. AT 811 AND ANY OTHER UTILITY COMPANIES WHICH MIGHT BE AFFECTED.
3. UPON THE RECEIPT OF THE "NOTICE TO PROCEED", THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD AND ARRANGE A PRECONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, UTILITY OWNERS, THE OWNER, AND THE ENGINEER OF RECORD.
4. THE CONTRACTOR SHALL APPLY FOR AND PROCURE ALL PERMITS AND LICENSES, PAY ALL CHARGES, TAXES, ROYALTIES & FEES, AND GIVE ALL NOTICES NECESSARY TO COMPLETE THIS PROJECT.
5. THE CONTRACTORS SHALL COORDINATE WITH UTILITY COMPANIES TO ARRANGE FOR ANY REMOVAL, RELOCATION AND TEMPORARY SUPPORT OF UTILITY FEATURES, ETC. AS NECESSARY TO COMPLETE THE WORK, IF APPLICABLE.
6. THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL LOCATE AND EXPOSE ALL EXISTING UTILITIES TO BE CONNECTED SUFFICIENTLY AHEAD OF CONSTRUCTION TO ALLOW REDESIGN BY THE ENGINEER IF SUCH UTILITIES ARE FOUND TO BE DIFFERENT THAN THOSE SHOWN ON PLANS.

III. OBSERVATIONS AND TESTING

1. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD AT LEAST 2 BUSINESS DAYS IN ADVANCE OF PERFORMING ALL CIVIL RELATED TESTS. UNLESS AUTHORIZED BY THE ENGINEER OF RECORD, THE CONTRACTOR SHALL NOT PROCEED WITH TESTING UNLESS THE ENGINEER OR A DESIGNATED REPRESENTATIVE IS PRESENT TO WITNESS THE TESTS.
2. THE ENGINEER OF RECORD WILL REQUIRE THAT THE FOLLOWING TESTS BE PERFORMED WITH ACCEPTABLE RESULTS:
   A. SANITARY SEWAGE COLLECTION SYSTEM:
      I. LAMPING TEST FROM MANHOLE TO MANHOLE, INCLUDING CONNECTING MANHOLE
      II. INFILTRATION/EXFILTRATION TEST UP TO THE CONNECTING MANHOLE
      III. PRESSURE TEST AS REQUIRED BY DRER
   B. STORM DRAINAGE-(EXFILTRATION TRENCH DEPTH)
      I. EXFILTRATION TRENCH DEPTH
      II. LAMPING TEST FROM MANHOLE TO MANHOLE, INCLUDING CONNECTING MANHOLE (IF APPLICABLE)
   C. DRAINAGE WELL SPECIFIC CAPACITY TEST.
   D. WATER SYSTEM-(PRESSURE TEST AND BACTERIOLOGICAL TEST)
   E. SUBGRADE - SUBMIT AND HAVE APPROVED DENSITIES PRIOR TO PLACEMENT OF ROCK.
   F. LIME ROCK BASE - SUBMIT AND HAVE APPROVED DENSITIES AND AS-BUILTS PRIOR TO THE PLACEMENT OF ANY ASPHALT. (FLAT BOARDING ALSO REQUIRED.)
   G. ASPHALT PAVEMENT
   H. FINAL WALK-THROUGH INSPECTION - IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL APPLICABLE REGULATORY AGENCIES FOR INSPECTION REQUIREMENTS.
   I. CONCRETE FORMWORK AND ADA SLOPE VERIFICATIONS.
3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD AT LEAST 2 BUSINESS DAYS IN ADVANCE OF THE FOLLOWING EVENTS:
   A. PRIOR TO PLACING BALLAST ROCK WITHIN EXFILTRATION TRENCH AND PIPE RUNS TO MEASURE DEPTH AND WIDTH, AS WELL AS DIRECTIONS RESPECTIVELY.
   B. PRIOR TO BACKFILLING WATER MAINS AND SERVICES
   C. PRIOR TO BACKFILLING SANITARY SEWER MAINS AND SERVICES
   D. AFTER COMPACTION OF LIMEROCK BASE AND PRIOR TO PLACEMENT OF FIRST LIFT OF ASPHALT
   E. AFTER 2ND LIFT AND CONCRETE PLACEMENT OF PEDESTRIAN PATHWAYS
   F. INSTALLING CONNECTIONS TO EXISTING WATER AND SEWER MAINS/SERVICES AFTER SECOND LIFT AND CONCRETE PLACEMENT OF PEDESTRIAN PATHWAYS.
   G. AT SUBSTANTIAL COMPLETION
   H. FINAL INSPECTION

UNLESS AUTHORIZED BY THE ENGINEER OF RECORD, THE CONTRACTOR SHALL NOT PROCEED WITH THESE ACTIVITIES, UNLESS THE ENGINEER OR A DESIGNATED REPRESENTATIVE IS PRESENT TO PERFORM AN INSPECTION.

4. SHOULD THE CONTRACTOR FAIL TO GIVE THE ENGINEER OF RECORD ADVANCE NOTICE OF TESTING AND INSPECTIONS AS SPECIFIED ABOVE, THE ENGINEER SHALL RESERVE THE RIGHT TO REFUSE ISSUANCE OF ANY CERTIFICATIONS OF COMPLETION AND FINAL INSPECTIONS, AND RESERVES THE RIGHT TO RECOMMEND THAT ANY CONTRACT AMOUNTS STILL HELD IN RETAINAGE NOT BE RELEASED. CITY/COUNTY INSPECTOR REPORTS SHALL NOT BE ACCEPTED AS A SUBSTITUTE FOR THE ENGINEER'S PRESENCE AT THE TESTING AND INSPECTION INTERVALS SPECIFIED ABOVE.

IV. SHOP DRAWINGS

1. PRIOR TO CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD FOR THE FOLLOWING ITEMS:

   A. DRAINAGE STRUCTURES, INCLUDING CATCH BASINS, WELL BOXES, PUMPS, MANHOLES/INLET FRAMES/GRATES, BAFFLES, ETC.
   B. ALL DRAINAGE PIPES.
   C. TRENCH DRAINS.
   D. EXFILTRATION FILTER FABRIC
   E. ALL WATER AND SEWER SYSTEM COMPONENTS
   F. ASPHALT PAVEMENT MIX DESIGN
   G. LIMEROCK MATERIAL
   H. CONCRETE MIX FOR PAVEMENT
   I. MATERIAL SUBSTITUTION REQUESTS
   J. EROSION CONTROL MATERIALS
   K. FILL MATERIAL

2. ALL PRECAST STRUCTURAL DRAWINGS MUST BE SIGNED AND SEALED BY A STATE OF FLORIDA LICENSED ENGINEER OF RECORD STATING THAT THE STRUCTURE(S) MEETS THE H20 LOAD RATING REQUIREMENTS. STRUCTURAL SHOP DRAWINGS WILL BE REJECTED AND NOT REVIEWED IF NOT SEALED BY A FLORIDA LICENSED ENGINEER.

IN ADDITION, SOME CITIES, COUNTIES, STATE AND/OR NATIONAL REGULATORY AGENCIES REQUIRE THEIR OWN INDIVIDUAL REVIEW AND APPROVAL. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL OTHER AGENCY SHOP DRAWING APPROVALS AS REQUIRED.

V. TEMPORARY FACILITIES

1. TEMPORARY FACILITIES
   A. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES, AND ELECTRICITY, DURING CONSTRUCTION.
   B. THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE ACCESS ENTRANCE TO COMMERCIAL PROPERTIES AT ALL TIMES, IF APPLICABLE.
   C. THE CONTRACTOR SHALL MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND DITCHES DURING ALL PHASES OF CONSTRUCTION, IF APPLICABLE.
2. TRAFFIC REGULATION
   A. THE CONTRACTOR SHALL PROVIDE ALL WARNING SIGNALS, SIGNS, LIGHTS AND FLAG PERSONS AS NECESSARY FOR THE MAINTENANCE OF TRAFFIC WITHIN PUBLIC RIGHT-OF-WAYS IN ACCORDANCE WITH THE U.S. DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.), FDOT, MIAMI-DADE COUNTY, AND NORTH BAY VILLAGE.
   B. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
   C. NO TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT THE EXPRESS PERMISSION OF THE NORTH BAY VILLAGE DEPARTMENT OF PUBLIC WORKS, MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT, AND/OR THE FLORIDA DEPARTMENT OF TRANSPORTATION.

VI. PROJECT CLOSE OUT:

1. CLEANING UP
   A. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER AND THE PAVED AREAS SHALL BE SWEPT BROOM CLEAN. UPON FINAL CLEANUP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH, AND THE PAVED AREAS SHALL BE BROOMED AND PRESSURE CLEANED.
   B. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY HIS/HER WORK, EQUIPMENT AND/OR EMPLOYEES TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS.
   C. THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZED EARTH, CURBS, DRIVEWAYS, SIDEWALKS, FENCES, MAILBOXES, SIGNS AND ANY OTHER IMPROVEMENTS REMOVED DURING CONSTRUCTION WITH THE SAME TYPE OF MATERIAL AND TO THE CONDITION WHICH EXISTED PRIOR TO THE BEGINNING OF OPERATIONS.
   D. WHERE MATERIAL OR DEBRIS HAVE WASHED OR FLOWED INTO, OR HAVE BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING THE PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.
   E. ALL DISPOSAL OF EXCESS AND UNSUITABLE EXCAVATED MATERIAL, DEMOLITION, VEGETATION, RUBBISH AND DEBRIS SHALL BE MADE OUTSIDE THE LIMITS OF CONSTRUCTION AT A LEGAL DISPOSAL SITE PROVIDED BY THE CONTRACTOR AT HIS/HER OWN EXPENSE, WITH THE PRIOR APPROVAL OF THE ENVIRONMENTAL ENGINEER. MATERIAL CLEARED FROM THE SITE SHALL NOT BE DEPOSITED ON ADJACENT AND/OR NEARBY PROPERTY.
2. ALL PROPERTY MONUMENTS OR PERMANENT REFERENCES, REMOVED OR DESTROYED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE RESTORED BY A STATE OF FLORIDA REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
3. PROJECT RECORD DOCUMENTS
   A. DURING THE DAILY PROGRESS OF THE JOB, THE CONTRACTOR SHALL RECORD ON HIS SET OF CONSTRUCTION DRAWINGS THE EXACT LOCATION, LENGTH AND ELEVATION OF ANY FACILITY NOT BUILT EXACTLY ACCORDING TO PLANS.
   B. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH AS-BUILT GRADES AND LOCATIONS OF FINISHED PAVEMENT, SIDEWALKS, CURBS, AND ALL PHYSICAL IMPROVEMENTS. SUCH GRADES SHALL BE OBTAINED BY A LICENSED SURVEYOR REGISTERED TO PRACTICE IN THE STATE OF FLORIDA, AND SHALL DOCUMENT THE INTENT OF THE PROPOSED GRADES SHOWN ON THE PLANS. THIS SHALL BE DONE AT NO COST TO THE OWNER.
4. CONTRACTOR TO REPLACE ALL FOUND PIPES WITH NAIL AND DISKS.

VII. STORM DRAINAGE

1. GENERAL
   A. CATCH BASIN GRATES AND MANHOLE RIM ELEVATIONS AS SHOWN ON PLANS SHALL BE ADJUSTED TO CONFORM TO NEW OR EXISTING GRADES, AS REQUIRED.
   B. ALL ONSITE STORM DRAINAGE MATERIALS AND INSTALLATION SHALL CONFORM TO THE APPLICABLE NORTH BAY VILLAGE AND FDOT SPECIFICATIONS INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

SECTION	TITLE
SD-13	EXCAVATION, TRENCHING AND BACKFILLING FOR PIPES AND STRUCTURES
SD-05	STORM SEWER DRAINAGE STRUCTURES,
SD-02	INLETS FRAMES AND GRATES
SD-10	SEEPAGE DRAIN (EXFILTRATION TRENCH)

2. ALL EXFILTRATION TRENCH SHALL BE AS PER STANDARD DETAIL SD 1.1 OF MIAMI-DADE COUNTY, AND INSTALLED AT THE WIDTH, DEPTH AND ELEVATION SHOWN ON THE APPROVED CROSS SECTION DEPICTED IN THE DETAILS SHEET. ANY CONFLICT WITH EXISTING OR PROPOSED UTILITIES SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE ENGINEER. ANY IMPERMEABLE MATERIAL ENCOUNTERED IN THE EXCAVATION FOR THE EXFILTRATION TRENCH SHALL BE REMOVED AS DIRECTED BY THE ENGINEER.
3. ALL DRAINAGE CATCH BASINS AND STRUCTURES SHALL BE PRECAST CONCRETE AS MANUFACTURED BY U.S. PRECAST CORPORATION OR APPROVED EQUAL.
4. ALL DRAINAGE CATCH BASIN FRAMES AND GRATES, AND STORM DRAINAGE MANHOLE RIMS SHALL BE AS MANUFACTURED BY U.S. FOUNDRY OR APPROVED EQUAL.
5. THE TRENCH FILTER FABRIC SHALL BE WOVEN FILTER FABRIC MIRAFI 404 (OR APPROVED EQUIVALENT) AND APPROVED BY NORTH BAY VILLAGE AND/OR MIAMI-DADE COUNTY. IT SHALL BE USED TO WRAP ALL SIDES, BOTTOM AND TOP OF THE EXFILTRATION TRENCH. THE TOP SECTION OF THE MATERIAL SHALL BE LAPPED A MINIMUM OF 12 INCHES AND THE CONTRACTOR SHALL TAKE EXTREME CARE IN BACKFILLING TO AVOID BUNCHING OF THE FABRIC.
6. SOLID AND PERFORATED STORM DRAINAGE PIPE SHALL BE HP-PP SELECTED FROM THE MANUFACTURERS AND TYPES APPROVED BY NORTH BAY VILLAGE AND MIAMI-DADE COUNTY. PERFORATED PIPE SHALL TERMINATE 4'-0" FROM THE DRAINAGE STRUCTURE. THE REMAINING 4'-0" SHALL BE NON-PERFORATED PIPE.
7. PROVIDE A MINIMUM PROTECTIVE COVER OF 24 INCHES OVER STORM SEWER AND AVOID UNNECESSARY CROSSING BY HEAVY CONSTRUCTION VEHICLES DURING CONSTRUCTION.
8. THE CONTRACTOR SHALL PROTECT COMPLETED DRAINAGE STRUCTURES AND EXFILTRATION TRENCH SYSTEMS FROM CONTAMINATION OF SILT AND CONSTRUCTION DEBRIS UNTIL SYSTEM IS CERTIFIED AND APPROVED FOR OPERATIONS.

VIII. PAVING

1. GENERAL
   A. ALL UNDERGROUND UTILITIES SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF LIMEROCK BASE.
   B. ALL EXISTING PAVEMENT, CUT OR DAMAGED BY CONSTRUCTION SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S EXPENSE.
   C. WHERE ANY PROPOSED PAVEMENT IS TO BE CONNECTED TO EXISTING PAVEMENT, THE EXISTING EDGE OF PAVEMENT SHALL BE SAW CUT.
   D. PROPOSED ASPHALT PAVEMENT SHALL BE CONNECTED TO EXISTING AS PER CITY OF MIAMI, MIAMI-DADE COUNTY, & FDOT STANDARD DETAILS. CONTRACTOR SHALL MATCH EXISTING ELEVATIONS ON NEW SIDEWALK OR NEW PAVEMENT.
   E. CONTRACTOR SHALL REMOVE AND DISPOSE OF THE EXISTING CONC. CURB, CURB & GUTTER, SIDEWALK AND ASPHALT WHERE NEW SIDEWALK, CURB & GUTTER AND MEDIAN IS PROPOSED TO BE CONSTRUCTED.
   F. NONE OF THE EXISTING LIMEROCK BASE THAT IS REMOVED IS TO BE INCORPORATED INTO THE PROPOSED LIMEROCK BASE.
2. MATERIALS AND INSTALLATION
   A. ALL ON SITE WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH DIVISION 2 OF THE FDOT SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

SECTION	TITLE
120	EXCAVATION AND EMBANKMENT
160	STABILIZATION
230	LIMEROCK BASE
300	PRIME AND TACK COATS
522	CONCRETE SIDEWALK SPECIFICATIONS

   B. SUBGRADE FOR DRIVEWAYS AND PARKING AREAS SHALL BE COMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM DENSITY PER AASHTO SPECIFICATION T-180-74. THE MINIMUM COMPACTED THICKNESS OF THE STABILIZED SUBGRADE SHALL BE 12".
   C. THE MINIMUM COMPACTED THICKNESS OF THE LIMEROCK BASE SHALL BE 8" AND PLACED IN TWO EQUAL LIFTS. LIMEROCK BASE SHALL BE PRIMED AND COMPACTED TO 98% PER A.A.S.H.T.O. T-180-74.
3. TESTING
   A. DENSITY TESTS SHALL BE TAKEN BY AN INDEPENDENT TESTING LABORATORY, CERTIFIED BY THE STATE OF FLORIDA, WHERE DIRECTED BY NORTH BAY VILLAGE/OR MIAMI-DADE COUNTY INSPECTOR OR THE GEOTECHNICAL ENGINEER.

IX. PAVEMENT MARKINGS AND TRAFFIC SIGNS

1. PAVEMENT MARKINGS
   A. INSTALLATION: ALL PAVEMENT MARKINGS SHALL BE MADE IN ACCORDANCE WITH FDOT STANDARD INDEX 711-001, WHERE SHOWN ON THE PLANS.
   B. MATERIALS:
      (1) WHERE THE PLANS CALL FOR PAINTED PAVEMENT MARKINGS (P), INSTALLATION AND MATERIALS SHALL MEET ALL REQUIREMENTS OF SECTION 710 OF FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE FOLLOWING, CONTRACTOR TO APPLY TWO COATS OF VOC COMPLIANT, LOCAL DOT APPROVED, UNDILUTED, SOLVENT BASED OR LATEX TRAFFIC PAINT. CONTRACTOR TO FOLLOW MANUFACTURER'S RECOMMENDED APPLICATION RATE, WITHOUT ADDITION OF A THINNER.WITH A MAXIMUM OF 100 SQUARE FEET PER GALLON OR AS REQUIRED PROVIDING MINIMUM 15 MILS WET FILM THICKNESS AND 7½ MILS DRY FILM THICKNESS PER COAT WITH MINIMUM OF 30 DAYS BETWEEN APPLICATIONS. SECOND COAT OF PAINT SHALL NOT BE APPLIED EARLIER THAN 7 DAYS PRIOR TO GRAND OPENING. PAINT SHALL BE CRISP, STRAIGHT AND APPLIED UNIFORMLY ACROSS THE WIDTH OF THE LINE FOR A TOTAL DRY FILM THICKNESS OF 15 MILS

      (2) ALL PAVEMENT SYMBOLS AND MARKINGS TO BE THERMOPLASTIC WITH THE EXCEPTION OF PARKING STRIPING. WHERE THE PLANS CALL FOR THERMOPLASTIC PAVEMENT MARKINGS, INSTALLATION AND MATERIALS SHALL MEET ALL REQUIREMENTS OF SECTION 711 OF FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
   C. PROTECTION:
      THE CONTRACTOR SHALL NOT ALLOW TRAFFIC ONTO NEWLY APPLIED PAVEMENT STRIPING/MARKINGS UNTIL THEY ARE SUFFICIENTLY DRY TO PERMIT VEHICLES TO CROSS THEM WITHOUT DAMAGE. THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REMOVE AND REPLACE ANY PORTION OF THE PAVEMENT STRIPING/MARKINGS DAMAGED BY PASSING TRAFFIC OR FROM ANY OTHER CAUSE.
2. TRAFFIC SIGNS
   A. INSTALLATION: TRAFFIC SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE M.U.T.C.D. (LATEST EDITION) IN LOCATIONS SHOWN ON PLANS.
   B. MATERIALS: FOLLOW SECTION NO. 700, HIGHWAY SIGNING, OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND M.U.T.C.D.

X. STANDARD DETAILS

ALL CONSTRUCTION OF THE PROPOSED PAVING, GRADING AND DRAINAGE SYSTEM SHALL BE IN STRICT ACCORDANCE WITH THE NORTH BAY VILLAGE PUBLIC WORKS SPECIFICATIONS AND STANDARD DETAILS AND MIAMI-DADE COUNTY SPECIFICATIONS AND STANDARD DETAILS.

Kimley»Horn
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ALBERTO ANTONIO MORA LICENSE No. 58710 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ALBERTO MORA, P.E. ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND

EROSION AND SEDIMENT CONTROL NOTES

BEST MANAGEMENT PRACTICES (BMPS):

THIS PLAN HAS BEEN PREPARED TO ENSURE COMPLIANCE WITH APPROPRIATE CONDITIONS OF THE MIAMI–DADE COUNTY LAND DEVELOPMENT REGULATIONS, THE RULES OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), CHAPTER 17–25, F.A.C., THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD), CHAPTER 40D–4, F.A.C. AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) DOCUMENT NO. EPA 832/R–92–005 (SEPTEMBER 1992). THE PLAN ADDRESSES THE FOLLOWING:

A. PREVENT LOSS OF SOIL DURING CONSTRUCTION BY STORMWATER RUNOFF AND/OR WIND EROSION, INCLUDING PROTECTING TOPSOIL BY STOCKPILING FOR REUSE.

B. SEDIMENTION PROTECTION OF STORM SEWER OR RECEIVING STREAM.

C. PREVENT POLLUTING THE AIR WITH DUST AND PARTICULATE MATTER. THE VARIOUS TECHNIQUES OR ACTIONS IDENTIFIED UNDER EACH SECTION INDICATE THE APPROPRIATE SITUATION WHEN THE TECHNIQUES SHOULD BE EMPLOYED. ALSO IDENTIFIED IS A CROSS–REFERENCE TO A DIAGRAM OR FIGURE REPRESENTING THE TECHNIQUE. IT SHOULD BE NOTED THAT THE MEASURES IDENTIFIED ON THIS PLAN ARE ONLY SUGGESTED BMP(S). THE CONTRACTOR SHALL PROVIDE POLLUTION PREVENTION AND EROSION CONTROL MEASURES AS SPECIFIED IN ACCORDANCE WITH THE CURRENT FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS. CONTRACTOR SHALL PREPARE REQUIRED NPDES DOCUMENTATION AND OBTAIN PERMIT PRIOR TO COMMENCEMENT OF CONSTRUCTION. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO PREPARE THE REQUIRED NPDES DOCUMENT AND OBTAIN THE NPDES PERMIT. ALL COST ASSOCIATED WITH SUCH WORK SHALL BE DEEMED INCIDENTAL TO THE PROJECT LUMP SUM COST.

GENERAL EROSION CONTROL NOTES:

A. THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS COMPRISED OF THESE EROSION CONTROL DRAWINGS, THE STANDARD DETAILS, THE NPDES PERMIT (TO BE OBTAINED BY CONTRACTOR) AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.

B. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THIS DRAWING AND THE STATE OF FLORIDA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERIC PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.

C. CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES (BMP) IN ALL CONSTRUCTION ACTIVITIES INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

1. FUEL SPILLS AND LEAKS PREVENTION
2. PREVENT/REDUCE VEHICLE AND EQUIPMENT WASHING AND STEAM CLEANING
3. VEHICLE AND EQUIPMENT MAINTENANCE AND REPAIR
4. PROPER OUTDOOR LOADING/UNLOADING OF MATERIALS
5. PREVENT/REDUCE OUTDOOR STORAGE OF RAW MATERIALS, PRODUCTS, AND BY–PRODUCTS
6. SOLID WASTE MANAGEMENT
7. HAZARDOUS WASTE MANAGEMENT
8. CONCRETE WASTE MANAGEMENT
9. SANDBLASTING WASTE MANAGEMENT
10. STRUCTURE CONSTRUCTION AND PAINTING
11. SPILL PREVENTION AND CONTROL
12. CONTAMINATED SOIL MANAGEMENT
13. SANITARY/SEPTIC WASTE MANAGEMENT
14. SOIL EROSION CONTROL
15. STORM WATER TURBIDITY MANAGEMENT

ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.

D. BEST MANAGEMENT PRACTICES (BMPS) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.

E. SITE MAP MUST CLEARLY DELINEATE ALL STATE WATERS. CONTRACTOR MUST MAINTAIN ALL PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS ON SITE AT ALL TIMES.

F. CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.

G. CONTRACTOR SHALL BEGIN CLEARING AND GRUBBING THOSE PORTIONS OF THE SITE NECESSARY TO IMPLEMENT PERIMETER CONTROL MEASURES. CLEARING AND GRUBBING FOR THE REMAINING PORTIONS OF THE PROPOSED SITE SHALL COMMENCE ONCE PERIMETER CONTROLS ARE IN PLACE. PERIMETER CONTROLS SHALL BE ACTIVELY MAINTAINED UNTIL SAID AREAS HAVE BEEN STABILIZED AND SHALL BE REMOVED ONCE FINAL STABILIZATION IS COMPLETE.

H. GENERAL EROSION CONTROL BMPS SHALL BE EMPLOYED TO MINIMIZE SOIL EROSION AND POTENTIAL LAKE SLOPE CAVE–INS. WHILE THE VARIOUS TECHNIQUES REQUIRED WILL BE SITE AND PLAN SPECIFIC, THEY SHOULD BE EMPLOYED AS SOON AS POSSIBLE DURING CONSTRUCTION.

I. ON–SITE & OFF–SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.

J. SURFACE WATER QUALITY SHALL BE MAINTAINED BY EMPLOYING THE FOLLOWING BMP'S IN THE CONSTRUCTION PLANNING AND CONSTRUCTION OF ALL IMPROVEMENTS.

K. STAGING AREAS WILL BE LOCATED WITHIN THE PROJECT WORK ZONE UNLESS REQUESTED OTHERWISE FOR APPROVAL.

PROJECT DESCRIPTION:

PROJECT LOCATION: 8000 EAST DRIVE, NORTH BAY VILLAGE, FL 33141

1. PROJECT LIMITS: TOTAL PROJECT AREA IS APPROXIMATELY 4.121 ACRES.
2. CONSTRUCTION ACTIVITY: CONSTRUCTION OF PROPOSED BUILDING, SIDEWALKS, LANDSCAPING, UTILITIES, AND DRAINAGE SYSTEM.
3. MAJOR SOIL DISTURBING ACTIVITIES: CLEARING AND GRUBBING, INSTALLATION OF DRAINAGE SYSTEM, INSTALLATION OF UTILITIES, CONSTRUCTION OF BUILDING FOUNDATION.
4. DEWATERING ACTIVITIES: DEWATERING IS NOT ANTICIPATED FOR THIS SITE.
5. SOIL CHARACTERISTICS: THE SOIL TYPE WITHIN THE PROJECT'S LIMIT OF DISTURBANCE IS CLASSIFIED AS URBAN SOIL AND IS NOT HIGHLY ERODIBLE.
6. RUNOFF COEFFICIENTS:
   EXISTING: 0.85, DURING CONSTRUCTION: 0.85, PROPOSED: 0.90
7. ESTIMATES OF SIZE OF DRAINAGE AREA FOR EACH OUT FALL: STORM WATER RUNOFF CONTAINED ONSITE
8. FOR LOCATIONS OF DRAINAGE AREA AND OUTFALLS: STORM WATER RUNOFF CONTAINED ONSITE
9. NAME OF RECEIVING WATERS: N/A
10. WETLAND AREA: N/A

SEQUENCE OF CONSTRUCTION:

SEQUENCE OF SOIL DISTURBING ACTIVITIES AND IMPLEMENTATION OF CONTROLS:

1. PRIOR TO COMMENCEMENT OF ANY EARTH DISTURBING ACTIVITIES, INCLUDING CLEARING AND GRUBBING, INSTALL EROSION CONTROL MEASURES IN ACCORDANCE WITH THE EROSION CONTROL PLAN, STANDARD DETAILS, NPDES REQUIREMENTS, MIAMI–DADE COUNTY STANDARD DETAILS AND SPECIFICATIONS, AND THE CITY OF MIAMI PUBLIC WORKS ENGINEERING STANDARD FOR DESIGN AND CONSTRUCTION MANUAL.
2. BEGIN CLEARING AND GRUBBING.
3. INSTALL DRAINAGE SYSTEM, INCLUDING: CONCRETE INLETS, DRAIN BASINS, DRAINAGE PIPES, DRAINAGE WELLS, AND EXFILTRATION TRENCHES.
4. INSTALL INLET PROTECTION AND ROCK BAGS ON ALL INLETS AND MANHOLES IN THE LOCATIONS SHOWN ON THE PLANS AND PER THE STANDARD DETAILS PROVIDED, MIAMI–DADE COUNTY STANDARD DETAILS AND SPECIFICATIONS, AND THE CITY OF MIAMI PUBLIC WORKS ENGINEERING STANDARD FOR DESIGN AND CONSTRUCTION MANUAL.
5. PREPARE SUBBASE MATERIAL.
6. BEGIN ASPHALT AND CONCRETE INSTALLATION.
7. AFTER COMPLETION OF SITE WORK, BEGIN SITE STABILIZATION AND PERMANENT SEEDING.
8. ONCE SITE STABILIZATION IS COMPLETE, CONTRACTOR TO CLEAN ALL CONSTRUCTION DEBRIS FROM CONSTRUCTION SITE.
9. ONCE A UNIFORM 70% VEGETATIVE COVER OF PERENNIAL VEGETATION IS ACHIEVED ACROSS THE ENTIRE DISTURBED AREA THE REMOVAL OF TEMPORARY EROSION CONTROL MEASURES MAY BEGIN.

STORM WATER EROSION CONTROL PRACTICES:

CONTRACTOR SHALL INSTALL AND MAINTAIN THE EROSION AND SEDIMENT CONTROL, DESCRIBED HEREIN. AFTER ANY RAIN EVENT, THE CONTRACTOR WILL REPAIR OR REPLACE ANY AFFECTED CONTROLS (SILT FENCE, FILTER FABRIC, SYNTHETIC BALES)

A. CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING SEDIMENT FROM DETENTION PONDS AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.

B. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.

C. DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (COMPOST SOCK DEVICES, ETC.) TO PREVENT EROSION.

D. WHERE PRACTICAL, STORMWATER SHALL BE CONVEYED BY SWALES.

E. EROSION CONTROL MEASURES SHALL BE EMPLOYED TO MINIMIZE TURBIDITY OF SURFACE WATERS LOCATED DOWNSTREAM OF ANY CONSTRUCTION ACTIVITY. WHILE THE VARIOUS MEASURES REQUIRED WILL BE SITE SPECIFIC, THEY SHALL BE EMPLOYED AS NEEDED IN ACCORDANCE WITH THE FOLLOWING:

1. IN GENERAL, EROSION SHALL BE CONTROLLED AT THE FURTHEST PRACTICAL UPSTREAM LOCATION.
2. STORMWATER INLETS SHALL BE PROTECTED DURING CONSTRUCTION. PROTECTION MEASURES SHALL BE EMPLOYED AS SOON AS PRACTICAL DURING THE VARIOUS STAGES OF INLET CONSTRUCTION. SILT BARRIERS SHALL REMAIN IN PLACE UNTIL SODDING AROUND INLETS IS COMPLETE.
3. WHEN NEEDED A TEMPORARY SEDIMENT TRAP SHOULD BE CONSTRUCTED TO DETAIN SEDIMENT–LADEN RUNOFF FROM DISTURBED AREAS.

F. SILT BARRIERS, ANY SILT WHICH ACCUMULATES BEHIND THE BARRIERS, AND ANY FILL USED TO ANCHOR THE BARRIERS SHALL BE REMOVED PROMPTLY AFTER THE END OF THE MAINTENANCE PERIOD SPECIFIED FOR THE BARRIERS.

G. SLOPES OF BANKS OF RETENTION/DETENTION PONDS SHALL BE CONSTRUCTED NOT STEEPER THAN 3H:1V FROM TOP OF BANK TO TWO FEET BELOW NORMAL WATER LEVEL, AS APPLICABLE.

H. SOD SHALL BE PLACED FOR A 2–FOOT WIDE STRIP ADJOINING ALL CURBING AND AROUND ALL INLETS. SOD SHALL BE PLACED BEFORE SILT BARRIERS ARE REMOVED.

I. WHERE REQUIRED TO PREVENT EROSION FROM SHEET FLOW ACROSS BARE GROUND FROM ENTERING A LAKE OR SWALE, A TEMPORARY SEDIMENT SUMP SHALL BE CONSTRUCTED.

J. FILTER FABRIC SHOULD BE USED FOR STORM DRAIN INLET PROTECTION BEFORE FINAL STABILIZATION.

K. SOIL PREVENTION TRACKING WILL BE INSTALLED AS PER THE SWPPP AND/OR AS DIRECTED BY LOCAL AGENCY THAT HAS JURISDICTION OVER EROSION CONTROL.

L. SWEEPERS AND/OR WATER TRUCKS WILL BE PROVIDED TO REDUCE DUST AS REQUIRED.

WIND EROSION CONTROL PRACTICES:

A. WIND EROSION SHALL BE CONTROLLED BY EMPLOYING THE FOLLOWING METHODS AS NECESSARY AND APPROPRIATE:

1. BARE EARTH AREAS SHALL BE WATERED DURING CONSTRUCTION AS NECESSARY TO MINIMIZE THE TRANSPORT OF FUGITIVE DUST. IT MAY BE NECESSARY TO LIMIT CONSTRUCTION VEHICLE SPEED IF BARE EARTH HAS NOT BEEN EFFECTIVELY WATERED. IN NO CASE SHALL FUGITIVE DUST BE ALLOWED TO LEAVE THE SITE UNDER CONSTRUCTION.
2. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SEEDED (SEE PERMANENT STABILIZATION PRACTICES FOR DETAILS). THESE AREAS SHALL BE SEEDED NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS. REFER TO THE GRADING PLAN AND/OR LANDSCAPE PLAN. CLEARED SITE DEVELOPMENT AREAS NOT CONTINUALLY SCHEDULED FOR CONSTRUCTION ACTIVITIES SHALL BE COVERED WITH HAY OR OVERSEEDED AND PERIODICALLY WATERED SUFFICIENTLY TO STABILIZE THE TEMPORARY GROUNDCOVER (SEE TEMPORARY STABILIZATION PRACTICES FOR DETAILS).
3. AT ANY TIME BOTH DURING AND AFTER SITE CONSTRUCTION THAT WATERING AND/OR VEGETATION ARE NOT EFFECTIVE IN CONTROLLING WIND EROSION AND/OR TRANSPORT OF FUGITIVE DUST, OTHER METHODS AS ARE NECESSARY FOR SUCH CONTROL SHALL BE EMPLOYED. THESE METHODS SHOULD INCLUDE ERECTION OF DUST CONTROL FENCES. A 6–FT GEOTEXTILE FILTER FABRIC SHOULD BE HANGING AGAINST THE EXISTING CHAIN LINK FENCE AND GATE.
4. ALL DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.

STABILIZATION PRACTICES:
SHALL BE IN ACCORDANCE WITH DEP DOCUMENT NO. 62–621.300(4)(a)

STRUCTURAL PRACTICES:
SHALL BE IN ACCORDANCE WITH DEP DOCUMENT NO. 62–621.300(4)(a)

WASTE DISPOSAL:

A. WASTE MATERIALS – ALL WASTE MATERIALS SHALL BE COLLECTED AND STORED IN A METAL DUMPSTER WITH A SECURE LID IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE SHALL BE DEPOSITED IN THE DUMPSTER. THE SUPERINTENDENT SHALL COORDINATE WITH THE LOCAL UTILITIES TO HAVE THE DUMPSTER EMPTIED AT LEAST TWICE A WEEK AND THE WASTE TAKEN TO AN APPROPRIATE LANDFILL. NO CONSTRUCTION WASTE MATERIALS SHALL BE BURIED ON SITE. THE SUPERINTENDENT SHALL ORGANIZE TRAINING FOR THE EMPLOYEES IN THE PROPER PRACTICES WHEN DEALING WITH WASTE MATERIALS. THE SUPERINTENDENT SHALL BE RESPONSIBLE FOR POSTING AND ENFORCING WASTE MATERIAL PROCEDURES.

B. HAZARDOUS WASTE – HAZARDOUS WASTE MATERIALS SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS OR AS DIRECTED BY THE MANUFACTURER. THE SUPERINTENDENT SHALL ORGANIZE THE PROPER TRAINING FOR EMPLOYEES IN THE PROPER PRACTICES WHEN DEALING WITH HAZARDOUS WASTE MATERIALS. THESE PROCEDURES SHALL BE POSTED ON THE SITE. THE PERSON WHO MANAGES THE SITE SHALL BE RESPONSIBLE FOR ENFORCING THE PROCEDURES.

C. SANITARY WASTE – SANITARY WASTE SHALL BE COLLECTED AND DISPOSED OF IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. THE SUPERINTENDENT SHALL COORDINATE WITH THE LOCAL UTILITY FOR COLLECTION OF THE SANITARY WASTE AT LEAST THREE TIMES A WEEK TO PREVENT SPILLAGE ONTO THE SITE.

D. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.

OFFSITE TRACKING:

A. STABILIZED CONSTRUCTION ENTRANCE SHALL BE PROVIDED TO REDUCE SEDIMENT TRACKING OFFSITE. THE MAJOR ROAD CONNECTED TO THE PROJECT SHALL BE CLEANED ONCE A DAY TO REMOVE ANY EXCESS MUD, DIRT OR ROCK RESULTING FROM CONSTRUCTION TRAFFIC. ALL TRUCKS HAULING MATERIALS OFFSITE SHALL BE COVERED WITH A TARPAULIN.

B. CONCRETE WASH OUT LOCATIONS WILL BE PROVIDED IN AREAS WHERE THE DISPOSAL MATERIALS WILL BE CONTAINED SO AS TO PREVENT DISCHARGE OUTSIDE OF THE PROJECT LIMITS AND INTO THE WATERWAYS.

C. GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATION PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES. HEAVY CONSTRUCTION EQUIPMENT PARKING AND MAINTENANCE AREAS SHALL BE DESIGNED TO PREVENT OIL, GREASE, AND LUBRICANTS FROM ENTERING SITE DRAINAGE FEATURES INCLUDING STORMWATER COLLECTION AND TREATMENT SYSTEMS. CONTRACTORS SHALL PROVIDE BROAD DIKES, HAY BALES OR SILT SCREENS AROUND, AND SEDIMENT SUMPS WITHIN, SUCH AREAS AS REQUIRED TO CONTAIN SPILLS OF OIL, GREASE OR LUBRICANTS. CONTRACTORS SHALL HAVE AVAILABLE, AND SHALL USE, ABSORBENT FILTER PADS TO CLEAN UP SPILLS AS SOON AS POSSIBLE AFTER OCCURRENCE.

D. ALL WASH WATER FROM CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC. SHALL BE DETAINED ON SITE AND SHALL BE PROPERLY TREATED OR DISPOSED.

E. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.

F. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.

NON–STORM WATER DISCHARGE (INCLUDING SPILL REPORTING):

A. NO NON–STORMWATER DISCHARGES ARE ANTICIPATED AT THIS TIME. CONTAMINATED SOIL OR GROUNDWATER ENCOUNTERED SHALL BE REPORTED IMMEDIATELY TO CITY/COUNTY PERSONNEL IN ACCORDANCE WITH PW BULLETIN NO. 25 WHEN DEWATERING IS IMPLEMENTED. THE WATER WILL BE DEPOSITED IN A CONTROLLED AREA ON–SITE TO PREVENT OFF–SITE DISCHARGE OR AS APPROVED BY PERMIT.

EROSION CONTROL DEVICES:

LOCATIONS AND TYPES OF ALL EROSION CONTROL DEVICES SHALL BE INSTALLED AS DIRECTED BY PLAN AND/OR BY THE NORTH BAY VILLAGE OR MIAMI–DADE COUNTY. CONTRACTOR SHALL IMPLEMENT SWPPP AS PER PLANS. HOWEVER, IT MAY BE REVISED BASED ON ACTUAL FIELD CONDITIONS AT THE TIME WORK IS BEING PERFORMED. FIELD MODIFICATIONS WILL BE APPROVED BY THE NORTH BAY VILLAGE AND/OR MIAMI–DADE COUNTY.

MONITORING SHALL BE PREFORMED ON A WEEKLY BASIS AND AFTER A 1/2" SOTRM EVENT WITH ROUTINE MAINTENANCE AND REPLACEMENT OF ANY DEVICES AS REQUIRED.

CONTAINMENT OR REMOVAL OF POLLUTANTS SHALL BE ACCORDANCE WITH ALL APPLICABLE STATE AND NORTH BAY VILLAGE, MIAMI–DADE COUNTY, AND/OR FDOT STANDARD SPECIFICATIONS.

THE RESPONSIBLE PERSONS FOR MONITORING AND MAINTAINING THE EROSION CONTROL DEVICES SHALL BE:

CONTRACTOR: TBD TELEPHONE: TBD

IF CONTAMINATED SOIL OR GROUNDWATER IS ENCOUNTERED, CONTACT PROJECT ENGINEERING CONSULTANT KIMLEY HORN & ASSOCIATES AT 305–673–2025.

APPROVED STATE, LOCAL PLANS OR STORM WATER PERMITS: (CHECK ALL THAT APPLY)

1. NPDES PERMIT (0.5 ACRE OR MORE) ___
2. NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR MORE THAT 1.0 ACRE ___
3. MIAMI DADE DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER) CLASS II – STORMWATER MANAGEMENT PERMIT AND DEWATERING PERMIT ___
4. ENVIRONMENTAL RESOURCE PERMIT (ERP) FROM THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) ___
5. U.S. ARMY CORPS OF ENGINEERS DREDGE AND FILL PERMIT ___
6. SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) RIGHT OF WAY USE PERMIT ___
7. PUBLIC WORKS EXCAVATION PERMIT _X_
8. POLICE ___
9. TREE PERMIT ___
10. CITY/COUNTY DEWATERING PERMIT ___

MAINTENANCE:

ALL MEASURES STATED ON THIS EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A 0.5" RAINFALL EVENT, AND CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

A. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR DETERIORATION.

B. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED, AND RESEEDED AS NEEDED.

C. THE COMPOST SOCK FILTRATION DEVICE SHALL BE INSPECTED PERIODICALLY FOR HEIGHT OF SEDIMENT AND CONDITION OF DEVICE. COMPOST SOCK SHALL BE REPAIRED TO ITS ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE COMPOST SOCK WHEN IT REACHES ONE–THIRD THE HEIGHT OF THE COMPOST SOCK.

D. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS–OF–WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.

E. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.

F. OUTLET STRUCTURES IN THE SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. THE SEDIMENT BASINS/DITCHES SHALL BE CHECKED MONTHLY FOR DEPTH OF SEDIMENT. SEDIMENT SHALL BE REMOVED FROM SEDIMENT BASINS OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 10% AND AFTER CONSTRUCTION IS COMPLETE.

G. ALL MAINTENANCE OPERATIONS SHALL BE DONE IN A TIMELY MANNER BUT IN NO CASE LATER THAN SEVEN CALENDAR DAYS FOLLOWING THE INSPECTION.DIVERSION DIKES SHALL BE INSPECTED MONTHLY. ANY BREACHES SHALL BE PROMPTLY REPAIRED.

H. A MAINTENANCE REPORT SHALL BE COMPLETED DAILY AFTER EACH INSPECTION OF THE SEDIMENT AND EROSION CONTROL METHODS. THE REPORTS SHALL BE FILED IN AN ORGANIZED MANNER AND RETAINED ON–SITE DURING CONSTRUCTION. AFTER CONSTRUCTION IS COMPLETED, THE REPORTS SHALL BE SAVED FOR AT LEAST THREE YEARS. THE REPORTS SHALL BE AVAILABLE FOR ANY AGENCY THAT HAS JURISDICTION OVER EROSION CONTROL.

I. ALL REPAIRS MUST BE MADE WITHIN 24 HOURS OF REPORT.

J. THE SUPERINTENDENT SHALL ORGANIZE THE TRAINING FOR INSPECTION PROCEDURES AND PROPER EROSION CONTROL METHODS FOR EMPLOYEES THAT COMPLETE INSPECTIONS AND REPORTS.

K. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE–HALF THE HEIGHT OF THE SILT FENCE.

L. STREET SWEEPING AND DUST PREVENTION MUST BE IMPLEMENTED DAILY.

INSPECTION:

QUALIFIED PERSONNAL FROM THE CITY/COUNTY AND CONTRACTOR SHALL INSPECT THE FOLLOWING ITEMS DAILY THROUGH OUT THE CONSTRUCTION PERIOD.

PREPARATION OF THE CONTRACTOR'S WEEKLY REPORT OF INSPECTION, MAINTENANCE AND REPAIRS FOR THE CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION SHALL BE INCLUDED IN THE COST OF THE RESPECTIVE PAY ITEMS. WHERE SITES HAVE BEEN FINALLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED WEEKLY AND SHALL INCLUDE THE FOLLOWING:

- DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN STABILIZED
- STRUCTURAL CONTROLS
- STORMWATER MANAGEMENT SYSTEMS
- LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE
- STREET SWEEPING AND DUST CONTROL

A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. IF REPAIR IS NECESSARY, ALL REPAIRS MUST BE MADE WITHIN 24 HOURS OF REPORT.

REMOVE EXCESS DIRT FROM ALL ROADS ADJACENT TO PROJECT AREA ON A DAILY BASIS.

SEDIMENT FOUND IN DRAINAGE INSPECTION WILL REQUIRE DRAINAGE SYSTEM CLEANING BY CONTRACTOR

SPILL PREVENTION AND CONTROL:

THE FOLLOWING ARE THE MATERIAL MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES TO STORM WATER RUNOFF.

A. GOOD HOUSEKEEPING

1. SUPERINTENDENT SHALL INSPECT PROJECT AREA DAILY FOR PROPER STORAGE, USE, AND DISPOSAL OF CONSTRUCTION MATERIALS.
2. STORE ONLY ENOUGH MATERIAL ON SITE FOR PROJECT COMPLETION.
3. ALL SUBSTANCES SHOULD BE USED BEFORE DISPOSAL OF CONTAINER.
4. ALL CONSTRUCTION MATERIALS STORED SHALL BE ORGANIZED AND IN THE PROPER CONTAINER AND IF POSSIBLE, STORED UNDER A ROOF OR PROTECTIVE COVER.
5. PRODUCTS SHALL NOT BE MIXED UNLESS DIRECTED BY THE MANUFACTURER.
6. ALL PRODUCTS SHALL BE USED AND DISPOSED OF ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.

B. HAZARDOUS PRODUCTS

1. MATERIALS SHOULD BE KEPT IN ORIGINAL CONTAINER WITH LABELS UNLESS THE ORIGINAL CONTAINERS CANNOT BE RESEALED. IF ORIGINAL CONTAINERS CANNOT BE USED, LABELS AND PRODUCT INFORMATION SHALL BE SAVED.
2. PROPER DISPOSAL PRACTICES SHALL ALWAYS BE FOLLOWED IN ACCORDANCE WITH MANUFACTURER AND LOCAL/STATE REGULATIONS.
3. TOXIC SUBSTANCES WILL NOT BE STORED AT THE SITE

C. PRODUCT SPECIFIC PRACTICES

1. PETROLEUM PRODUCTS MUST BE STORED IN PROPER CONTAINERS AND CLEARLY LABELED. VEHICLES CONTAINING PETROLEUM PRODUCTS SHALL BE PERIODICALLY INSPECTED FOR LEAKS. PRECAUTIONS SHALL BE TAKEN TO AVOID LEAKAGE OF PETROLEUM PRODUCTS ON SITE.
2. THE MINIMUM AMOUNT OF FERTILIZER SHALL BE USED AND MIXED INTO THE SOIL IN ORDER TO LIMIT EXPOSURE TO STORM WATER. FERTILIZERS SHALL BE STORED IN A COVERED SHED. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER SHALL BE TRANSFERRED TO A SEALABLE PLASTIC BIN TO AVOID SPILLS.
3. PAINT CONTAINERS SHALL BE SEALED AND STORED WHEN NOT IN USE. EXCESS PAINT MUST BE DISPOSED OF IN AN APPROVED MANNER.
4. CONCRETE TRUCKS SHALL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE.

SPILL CLEAN UP:

IN ADDITION TO THE GOOD HOUSEKEEPING AND MATERIAL MANAGEMENT PRACTICES DISCUSSED ABOVE, THE FOLLOWING PRACTICES SHALL BE FOLLOWED FOR SPILL PREVENTION AND CLEANUP:

A. SPILL CLEANUP INFORMATION SHALL BE POSTED ON SITE TO INFORM EMPLOYEES ABOUT CLEANUP PROCEDURES AND RESOURCES.

B. THE FOLLOWING CLEAN–UP EQUIPMENT MUST BE KEPT ON–SITE NEAR THE MATERIAL STORAGE AREA: GLOVES, MOPS, RAGS, BROOMS, DUST PANS, SAND, SAWDUST, LIQUID ABSORBER, GOGGLES, AND TRASH CONTAINERS.

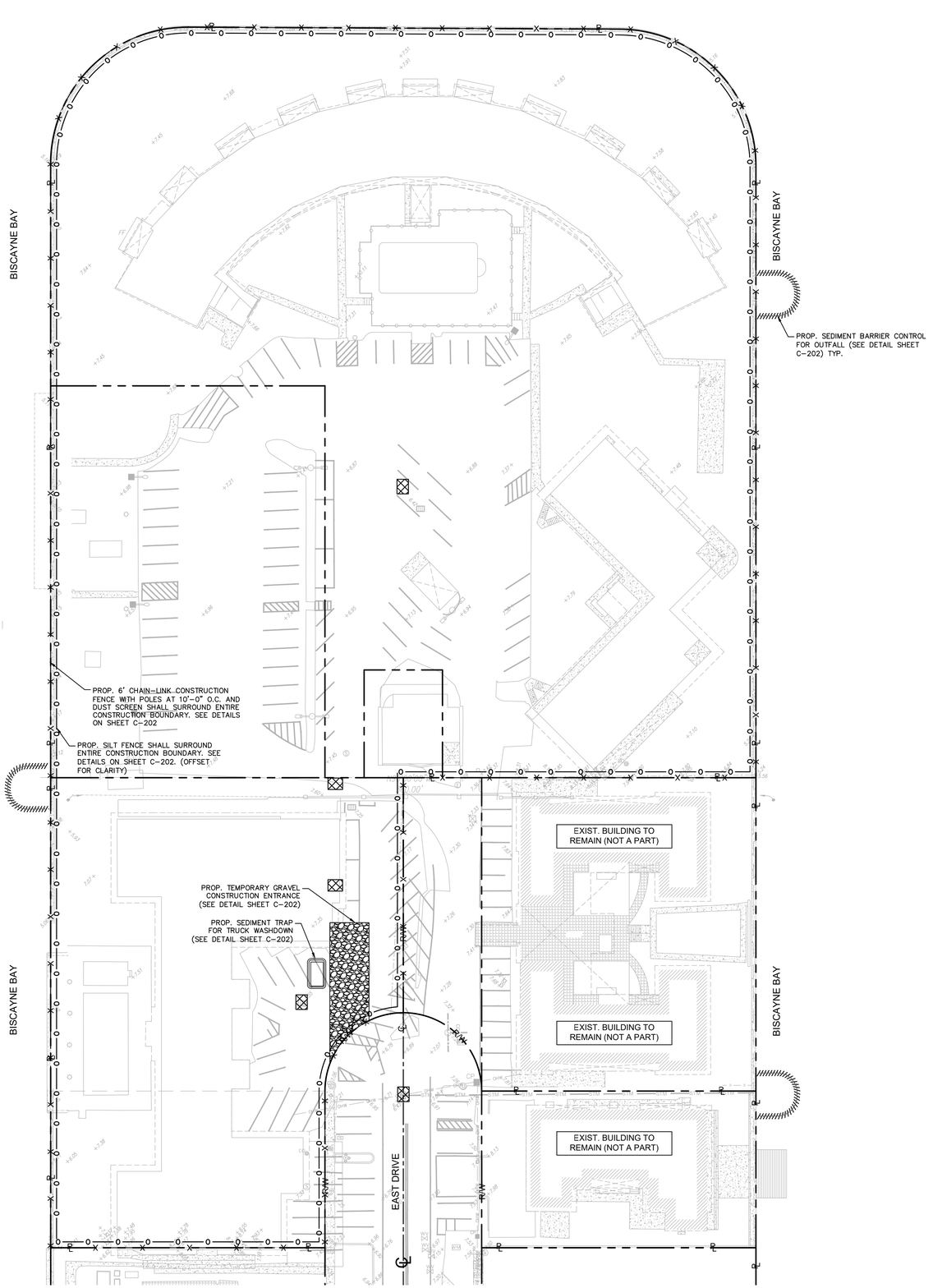
C. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ONSITE AND READILY AVAILABLE TO CONTAIN AND CLEAN–UP FUEL OR CHEMICAL SPILLS AND LEAKS.

D. ALL SPILLS SHALL BE CLEANED UP AS SOON AS POSSIBLE.

E. WHEN CLEANING A SPILL, THE AREA SHOULD BE WELL VENTILATED AND THE EMPLOYEE SHALL WEAR PROPER PROTECTIVE COVERING TO PREVENT INJURY.

F. TOXIC SPILLS MUST BE REPORTED TO THE PROPER AUTHORITY REGARDLESS OF THE SIZE OF THE SPILL.

G. AFTER A SPILL, THE PREVENTION PLAN SHALL BE REVIEWED AND CHANGED TO PREVENT FURTHER SIMILAR SPILLS FROM OCCURRING. THE CAUSE OF THE SPILL, MEASURES TO PREVENT IT, AND HOW TO CLEAN THE SP





GRAPHIC SCALE IN FEET
0 15 30 60
SCALE: 1"=30'

LEGEND:

- RIGHT-OF-WAY LINE OR PROPERTY LINE
- CENTER LINE OF ROADWAY
- MONUMENT LINE OF ROADWAY
- LOT LINE
- PROP. 6' CHAIN LINK CONSTRUCTION FENCE WITH DUST SCREEN
- SEDIMENT BARRIER CONTROL FOR STORM STRUCTURE (REFER TO SHEET C-202 FOR DETAILS)
- PROP. STABILIZED CONSTRUCTION ENTRANCE
- PROP. SILT FENCE
- SEDIMENT BARRIER CONTROL FOR OUTFALL STRUCTURE (REFER TO SHEET C-202 FOR DETAILS)

EROSION CONTROL NOTES:

1. CONTRACTOR TO MAINTAIN SITE AND OFFSITE ADJACENT AREA IN A CLEAN MANNER. DUST SHALL BE CONTROLLED FROM MIGRATING OFFSITE AND CONSTRUCTION DEBRIS FOUND OFFSITE SHALL BE REMOVED DAILY.
2. CONTRACTOR IS TO PROVIDE INLET PROTECTION IN THIS AREA ONLY DURING EARTH DISTURBING ACTIVITIES. CONTRACTOR TO MAINTAIN INLET PROTECTION AND ENSURE THAT PONDING DOES NOT OCCUR
3. FOR ADDITIONAL NOTE AND DETAILS REFER TO SHEETS C-200 C-202.
4. LIMITS OF DISTURBANCE TO END AT PROPERTY LINE. SILT FENCE TO BE CONSTRUCTED JUST INSIDE THE PROPERTY LINE AND OUTSIDE ALL PROPOSED IMPROVEMENTS. LINES ARE OFFSET FOR CLARITY.
5. CONTRACTOR TO ADJUST BMP'S AS NECESSARY DUE TO THE CHANGING FIELD CONDITIONS

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ALBERTO ANTONIO MORA LICENSE No. 58710 STATE OF FLORIDA PROFESSIONAL ENGINEER

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DATE: 7/25/2025

KHA PROJECT #044800028
DATE JULY 2025
SCALE AS SHOWN
DESIGNED BY MCP
DRAWN BY EA
CHECKED BY AAM

No.	REVISIONS	DATE	BY

ELEVATIONS (IF SHOWN HEREON) REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29)

CAUTION!!
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Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.
Check positive response codes before you dig!

SCHEMATIC SET - NOT FOR CONSTRUCTION

EROSION AND SEDIMENTATION CONTROL PLAN

PROJECT ADDRESS
8000 East Dr, North Bay Village, FL 33141

8000 EAST DRIVE

PREPARED FOR
HARBOR ISLAND
DEVELOPMENT COMPANY, LLC.
NORTH BAY VILLAGE FL

SHEET NUMBER
C-201

Plotted By: Ramos, Samuel Sheet Set: 8000 EAST DRIVE Layout: C-201 EROSION AND SEDIMENTATION CONTROL PLAN July 25, 2025 01:14:34pm K:\mlb_col\044800028 — harbor island\CIVIL\CADD\plansheets\C-201 EROSION AND SEDIMENTATION CONTROL PLAN.dwg
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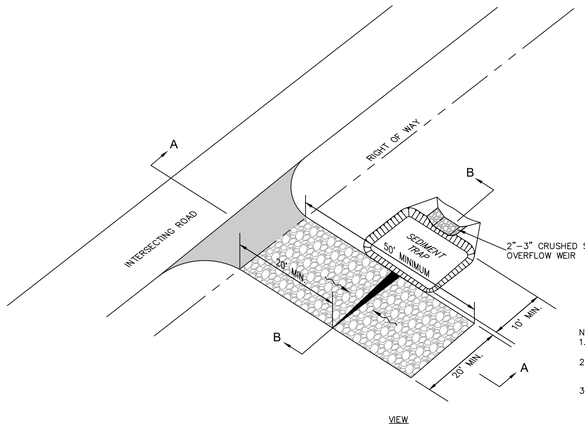
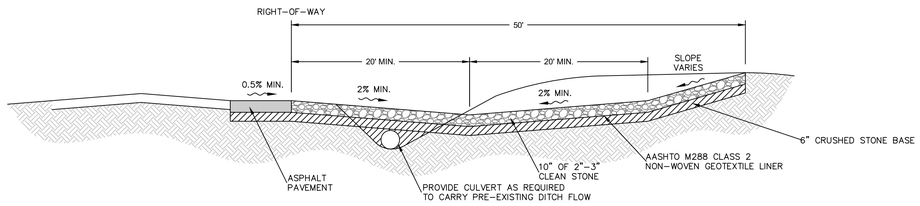
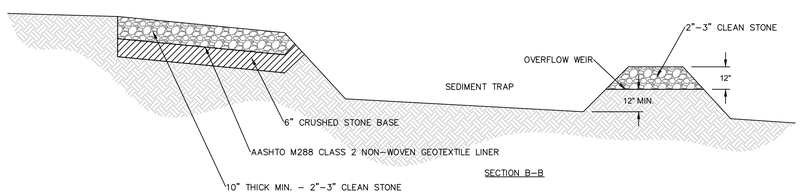


VIEW

NOTES:
1. PROVIDE SEDIMENT TRAP ON DOWN GRADIENT SIDE (OR BOTH SIDES) AS REQUIRED.
2. FLUSH SURFACE STONE TOWARD SEDIMENT TRAP WITH HIGH VOLUME WATER FLOW AS NEEDED TO MAINTAIN CLEAN SURFACE STONE.
3. PLACEMENT OF SEDIMENT TRAP SHALL BE AT LEAST THE MINIMUM DISTANCE FROM THE RIGHT OF WAY AS REQUIRED BY LOCAL JUSIDICTION.



SECTION A–A



SECTION B–B

STABILIZED CONSTRUCTION ENTRANCE (SCE)

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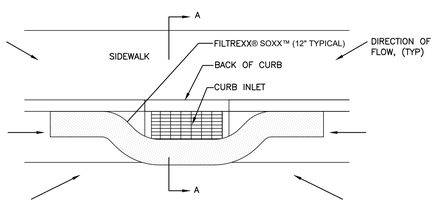
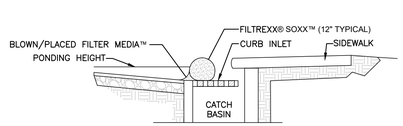


PLAN VIEW

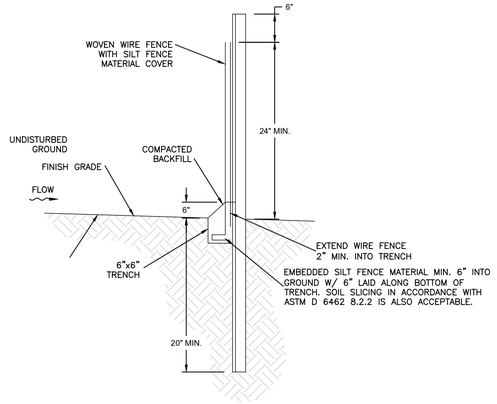


SECTION A-A

NOTES:
1. ALL MATERIAL TO MEET FILTREXX SPECIFICATIONS.
2. FILTER MEDIA FILL TO MEET APPLICATION REQUIREMENTS.
3. COMPOST MATERIAL TO BE DISPERSED ON SITE, AS DETERMINED BY ENGINEER.

FILTREXX INLET PROTECTION

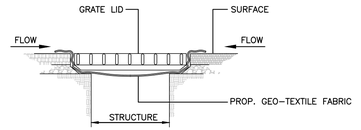
(OR APPROVED EQUAL) N.T.S.



NOTES:
1. INSTALLATION SHALL COMPLY WITH ASTM D 6462 LATEST EDITION.
2. ATTACH THE WOVEN WIRE FENCE TO EACH POST AND THE GEOTEXTILE TO THE WOVEN WIRE FENCE (SPACED EVERY 30") WITH THREE WIRE TIES OR OTHER FASTENERS, ALL SPACED WITHIN THE TOP 8" OF THE FABRIC. ATTACH EACH TIE DIAGONALLY 45 DEGREES THROUGH THE FABRIC, WITH EACH PUNCTURE AT LEAST 1" VERTICALLY APART. ALSO, EACH TIE PLACED ON A POST SHOULD BE POSITIONED TO HANG ON A POST NIPPLE WHEN TIGHTENED TO PREVENT SAGGING.
3. WHEN TWO SECTIONS OF SILT FENCE MATERIAL ADJOIN EACH OTHER, THEY SHALL BE OVERLAPPED A MINIMUM OF 60" ACROSS TWO POSTS, AS SHOWN.
4. MAINTENANCE SHALL BE PERFORMED AS NOTED IN THE SWPPP. DEPTH OF ACCUMULATED SEDIMENTS MAY NOT EXCEED ONE–HALF THE HEIGHT OF THE FENCE. MAINTENANCE CLEANOUT MUST BE CONDUCTED REGULARLY TO PREVENT ACCUMULATED SEDIMENTS FROM REACHING ONE–HALF THE HEIGHT OF THE SILT FENCE MATERIAL ABOVE GRADE.
5. ALL SILT FENCE SHALL INCLUDE WIRE SUPPORT UNLESS THE STATIC SLICING EQUIPMENT IS UTILIZED TO INSTALL THE FENCE..
6. WRAP APPROXIMATELY 6" OF FABRIC AROUND THE END POSTS AND SECURE WITH 3 TIES.
7. COMPACT THE SOIL IMMEDIATELY NEXT TO THE SILT FENCE FABRIC WITH THE FRONT WHEEL OF THE TRACTOR, SKID STEER, OR ROLLER EXERTING AT LEAST 60 POUNDS PER SQ. INCH. COMPACT THE UPSTREAM SIDE FIRST. COMPACT EACH SIDE TWICE FOR A TOTAL OF FOUR TRIPS.
8. ADD POST CAPS AS NEEDED BASED ON SITE CONDITIONS AND APPLICABLE AGENCY REQUIREMENTS.

WIRE REINFORCED SILT FENCE INSTALLATION

N.T.S



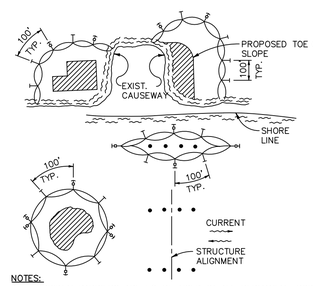
NOTES:

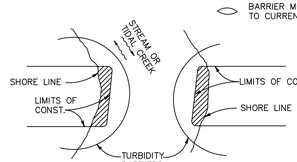
1. CONTRACTOR SHALL PERFORM DAILY INSPECTIONS OF GEO–TEXTILE FABRIC BARRIER AND AS NECESSARY REPLACE OR REPAIR AS REQUIRED. SPECIFICALLY AFTER STORM EVENTS AND LARGE RAINFALL EVENTS.
2. SEDIMENTATION AND DEBRIS THAT ARE REMOVED FROM BARRIERS SHALL BE LEGALLY DISPOSED OF AT AN AUTHORIZED OFF–SITE DISPOSAL FACILITY.

CATCH BASIN/ TRENCH DRAIN/ DRAINAGE WELL SEDIMENT BARRIER DETAIL

N.T.S.

LEGEND
- PILE LOCATIONS
- DREDGE OR FILL AREA
- MOORING BUOY W/ANCHOR
- ANCHOR
- BARRIER MOVEMENT DUE TO CURRENT ACTION





NOTE:
TURBIDITY BARRIERS FOR FLOWING STREAMS AND TIDAL CREEKS MAY BE EITHER FLOATING, OR STAKED TYPES OR ANY COMBINATIONS OF TYPES THAT WILL SUIT SITE CONDITIONS AND MEET EROSION CONTROL AND WATER QUALITY REQUIREMENTS. THE BARRIER TYPE(S) WILL BE AT THE CONTRACTORS OPTION UNLESS OTHERWISE SPECIFIED IN THE PLANS, HOWEVER PAYMENT WILL BE UNDER THE PAY ITEM(S) ESTABLISHED IN THE PLANS FOR FLOATING TURBIDITY BARRIER AND/OR STAKED TURBIDITY BARRIER. POSTS IN STAKED TURBIDITY BARRIERS TO BE INSTALLED IN VERTICAL POSITION UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

NOTES:
1. TURBIDITY BARRIERS ARE TO BE USED IN ALL PERMANENT BODIES OF WATER REGARDLESS OF WATER DEPTH.
2. NUMBER AND SPACING OF ANCHORS DEPENDENT ON CURRENT VELOCITIES.
3. DEPLOYMENT OF BARRIER AROUND PILE LOCATIONS MAY VARY TO ACCOMMODATE CONSTRUCTION OPERATIONS.
4. NAVIGATION MAY REQUIRE SEGMENTING BARRIER DURING CONSTRUCTION OPERATIONS.

FLOATING TURBIDITY BARRIER APPLICATIONS

N.T.S.

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SCHEMATIC SET - NOT FOR CONSTRUCTION

EROSION AND SEDIMENTATION CONTROL DETAILS

PROJECT ADDRESS

8000 East Dr, North Bay Village, FL 33141

8000 EAST DRIVE

PREPARED FOR
HARBOR ISLAND
DEVELOPMENT COMPANY, LLC.
NORTH BAY VILLAGE FL

SHEET NUMBER

C-202

Plotted By:Ramos, Samuel Sheet Set:8000 EAST DRIVE Layout:C-202 EROSION AND SEDIMENTATION CONTROL DETAILS July 25, 2025 01:14:43pm K:\mib_civil\044800028 – harbor island\CIVIL\CADD\plansheets\C-202 EROSION AND SEDIMENTATION CONTROL DETAILS.dwg
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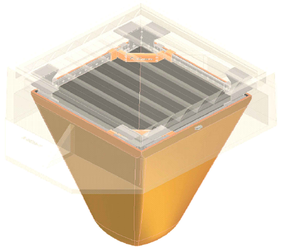
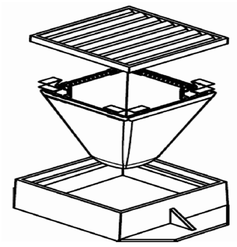
FLEXSTORM OPERATION & MAINTENANCE PLAN

FLEXSTORM INLET FILTERS™





STRUCTURE ID#/LOCATION:

DATE	TASK PERFORMED	INSPECTOR

Installation Instructions:

1. Remove the grate from the casting or concrete drainage structure.
2. Clean the ledge (lip) of the casting frame or drainage structure to ensure it is free of stone and dirt.
3. Drop in the FLEXSTORM Inlet Filter through the clear opening and be sure the suspension hangers rest firmly on the inside ledge (lip) of the casting.
4. Replace the grate and confirm it is elevated no more than 1/8", which is the thickness of the steel hangers.

Frequency of Inspections:

1. Construction site inspection should occur following each ½" or more rain event.
2. Post Construction inspections should occur three times per year (every four months) in areas with mild year round rainfall and four times per year (every three months Feb-Nov) in areas with summer rains before and after the winter snowfall season.
3. Industrial application site inspections (loading ramps, wash racks, maintenance facilities) should occur on a regularly scheduled basis no less than three times per year.

Maintenance Guidelines:

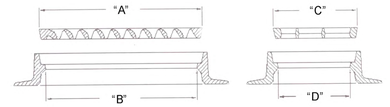
1. Empty the sediment bag if more than half filled with sediment and debris, or as directed by the Engineer.
2. Remove the grate, engage the lifting bars or handles with the FLEXSTORM Removal Tool, and lift from the drainage structure.
3. Dispose of the sediment or debris as directed by the Engineer or Maintenance Contract in accordance with EPA guidelines.
4. As an alternative, an industrial vacuum may be used to collect the accumulated sediment.
5. Remove any caked on silt from the sediment bag and reverse flush the bag with medium spray for optimal filtration.
6. Replace the bag if torn or punctured to ½" diameter or greater on the lower half of the bag.
7. Post Construction PC Bags maint: At 50% saturation, the average 2' x 2' Adsorb-it lined PC filter will retain approx 75 oz (4.2 lbs) of oil and should be serviced or replaced. It can be centrifuged or passed through a wringer to recover the oils, and the fabric reused with 85% to 90% efficacy. It may also be recycled for its fuel value through waste to energy incineration.
8. MyCelx Skimmer Pouches: The skimmers start yellow in color and will gradually turn brown as they become saturated, indicating time for replacement. Each MyCelx skimmer pouch will absorb approximately 89 oz (5 lbs) of oil before requiring replacement.
9. Dispose of all oil contaminated products in accordance with EPA guidelines.

Sediment Bag Replacement:

1. Remove the bag by loosening or cutting off the clamping band.
2. Take the new sediment bag, which is equipped with a stainless steel worm drive clamping band, and use a screw driver to tighten the bag around the frame channel.
3. Ensure the bag is secure and that there is no slack around the perimeter of the band.

1. INDENTIFY YOUR FRAME STYLE, SIZE, AND MATERIAL

STYLE	*FRAME STYLE AND SIZE*	Frame P/N:
ROUND	Small Round (up to 20.0" dia grates (A) dim)	62SRD
	Med Round (20.1" - 26.0" dia grates (A) up to 25" dia openings (B))	62MRD
	Large Round (26.1" - 32.0" dia grates (A) up to 30" openings (B))	62LRD
	XL Round (32.1" dia - 39" dia grates (A) up to 37" dia openings (B))	62XLRD
RECT/ SQUARE	Small Rect / Square (up to 16" (B) x 16" (D) openings or 64" perimeter)	62SSQ
	Med Rect / Square (up to 24" (B) x 24" (D) openings or 96" perimeter)	62MSQ
	Large Rect / Square (up to 36" (B) x 24" (D) openings or 120" perimeter)	62LSQ
	XL Rect / Square (side by side 2 pc set to fit up to 48" (B) x 36" (D) openings)	62XLSQ
COMBO INLETS	Small Rect / Square (ref Rect sizing; shipped with Magnetic Curb Flaps)	62SCB
	Med Rect / Square (ref Rect sizing; shipped with Magnetic Curb Flaps)	62MCB
	Large Rect / Square (ref Rect sizing; shipped with Magnetic Curb Flaps)	62LCB
	XL Rect / Square (ref Rect sizing; shipped with Magnetic Curb Flaps)	62XLCB
NYLOPLAST	12" diameter Nyloplast castings (Stainless Steel Framing standard)	6212NY
	15" diameter Nyloplast castings (Stainless Steel Framing standard)	6215NY
	18"diameter Nyloplast castings (Stainless Steel Framing standard)	6218NY
	24" diameter Nyloplast castings (Stainless Steel Framing standard)	6224NY
	30" diameter Nyloplast castings (Stainless Steel Framing standard)	6230NY
WALL MOUNT	Open Throat Gutters - Curb Opening Size	
	Up to 4' (1 Filter and Mounting Hardware)	62WM1
	Between 4' and 8' (2 Filters and Mounting Hardware)	62WM2
	Between 8' and 12' (3 Filters and Mounting Hardware)	62WM3
	Between 12' and 16' (4 Filters and Mounting Hardware)	62WM4
UPGRADED FRAMING MATERIAL OPTIONS (STANDARD IS ZINC PLATED)		SUFFIX
CHROME PLATED FRAMING FOR HIGH SALT EXPOSURE		- CHR
STAINLESS STEEL FRAMING FOR HIGH SALT AND/OR CHEMICAL EXPOSURE		- SS



2. SELECT YOUR FILTER BAG PART NUMBER

FLEXSTORM FILTER BAGS	(22" depth) STD Bag P/N	(12" depth) Short Bag P/N	Clean Water Flow Rate (GPM/SqFt)	Min A.O.S. (US Sieve)
FX: Standard Woven Bag	FX	FX-S	200	40
FX+: Woven w/ MyCelx	FXP	FXP-S	200	40
FXO: Woven w/ Oil Boom	FXO	FXO-S	200	40
PC: Post Construction Bag	PC	PC-S	137	140
PC+: PC Bag w/ MyCelx	PCP	PCP-S	137	140
LL: Litter and Leaf Bag	LL	LL-S	High	3.5
IL: IDOT Non-Woven Bag	IL	IL-S	145	70

3. CREATE YOUR FLEXSTORM INLET FILTER PART NUMBER

		-	
Frame P/N from Step 1.	Filter Bag P/N from Step 2.		Framing Material

SPECIFICATIONS FOR STANDARD BAGS BY NOMINAL SIZE

Nominal Bag Size	Solids Storage (CuFt)	Filtered Flow Rate at 50% Max FX (Woven)	PC (Post Constr)	IL (Non Woven)	* PC Oil Retent (Oz)	**PCP Oil Retent (Oz)
Small	1.6	1.2	0.8	0.9	66	155
Medium	2.1	1.8	1.2	1.3	96	185
Large	3.8	2.2	1.5	1.6	120	209
XL	4.2	3.6	2.4	2.6	192	370

* PC filter bag at 50% max adsorption capacity

** PC filter bag at 50% capacity and MyCelx skimmer at 100% capacity

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ALBERTO ANTONIO MORA LICENSE No. 58710 STATE OF FLORIDA PROFESSIONAL ENGINEER

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DATE: 7/25/2025

KHA PROJECT #044800028
DATE JULY 2025
SCALE AS SHOWN
DESIGNED BY MCP
DRAWN BY EA
CHECKED BY AAM

No.	REVISIONS	DATE	BY

ELEVATIONS (IF SHOWN HEREON) REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29)

CAUTION!!
CONTRACTOR SHALL VERIFY PRESENCE AND EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

Sunshine811
Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.
Check positive response codes before you dig!

SCHEMATIC SET - NOT FOR CONSTRUCTION

EROSION AND SEDIMENTATION CONTROL DETAILS

PROJECT ADDRESS
8000 East Dr, North Bay Village, FL 33141

8000 EAST DRIVE

PREPARED FOR
HARBOR ISLAND DEVELOPMENT COMPANY, LLC.
NORTH BAY VILLAGE FL

SHEET NUMBER
C-203

Plotted By: Ramos, Samuel Sheet Set: 8000 EAST DRIVE Layout: C-203 EROSION AND SEDIMENTATION CONTROL DETAILS July 25, 2025 01:14:51pm K:\mb_civil\044800028 — harbor island\CIVIL\CADD\plotsheets\C-202 EROSION AND SEDIMENTATION CONTROL DETAILS.dwg
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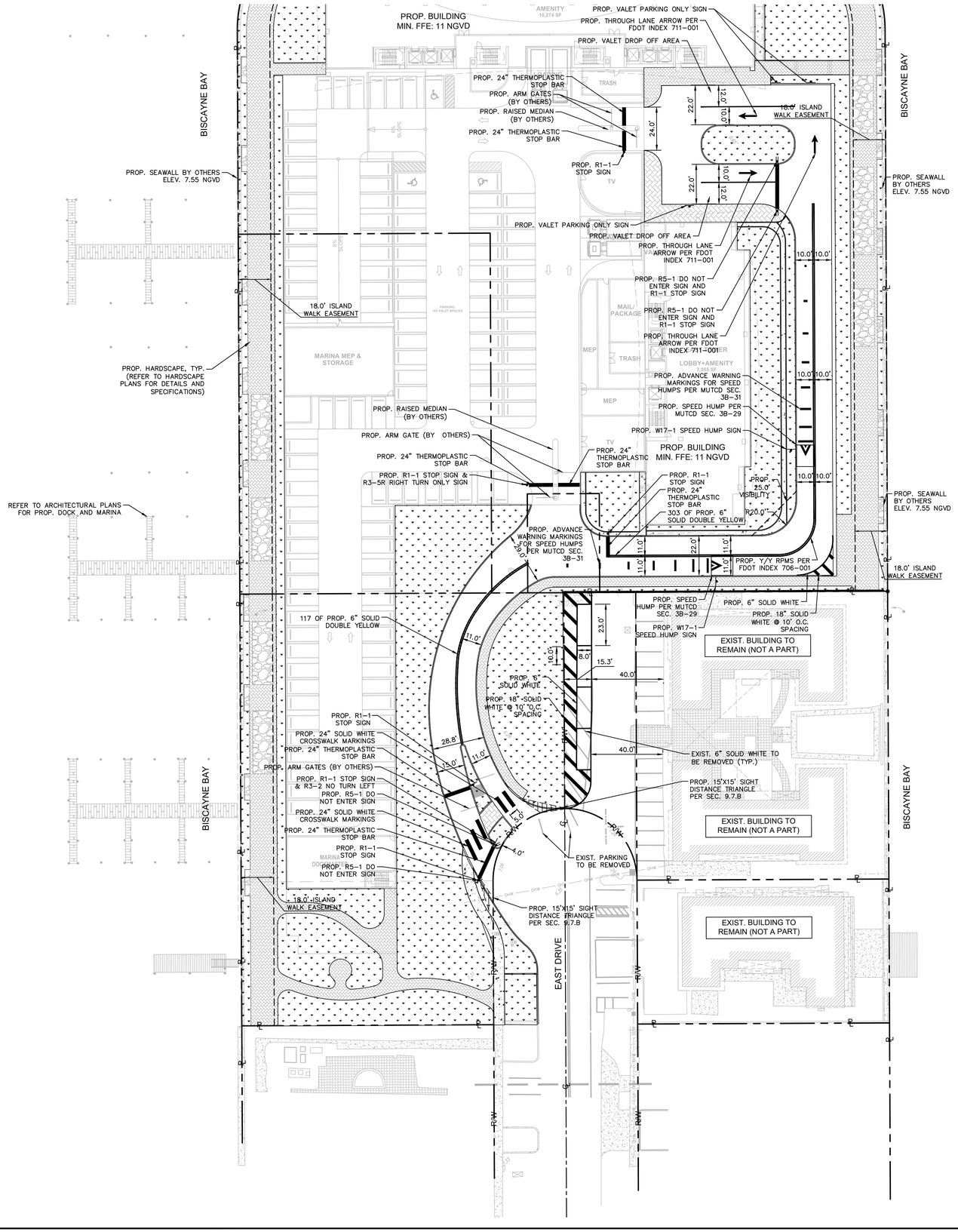



GRAPHIC SCALE IN FEET
0 15 30 60
SCALE: 1"=30'

LEGEND:

- RIGHT-OF-WAY LINE OR PROPERTY LINE
- CENTER LINE OF ROADWAY
- MONUMENT LINE OF ROADWAY
- LOT LINE
- PROP. SIGN
- EXIST. SIGN
- PROP. PAVERS (REFER TO LANDSCAPE PLANS FOR DETAILS AND SPECIFICATIONS)
- PROP. PERVIOUS PAVERS (REFER TO LANDSCAPE PLANS FOR DETAILS AND SPECIFICATIONS)
- PROP. 6" THICK 3,000 PSI CONCRETE PAVEMENT
- PROP. LANDSCAPE AREA

NOTES:

1. ALL PAVEMENT MARKINGS WITHIN THE PUBLIC RIGHT OF WAY SHALL BE THERMOPLASTIC PAINT.
2. ALL STOP BARS AND DOUBLE SOLID YELLOW LINES WITHIN THE PROPERTY TO BE INSTALLED ON ASPHALT SHALL BE THERMOPLASTIC PAINT.
3. ALL PAVEMENT MARKINGS WITHIN THE PUBLIC RIGHT OF WAY SHALL BE RESTORED TO MEET EXISTING CONDITIONS AFTER THE INSTALLATION OF ALL PROPOSED UTILITIES AND PAVEMENT RESTORATION.
4. ALL THERMOPLASTIC PAINT SHALL ADHERE TO FDOT STANDARD SPECIFICATIONS – SECTION 711.
5. ALL PAINTED PAVEMENT MARKINGS SHALL ADHERE TO FDOT STANDARD SPECIFICATIONS – SECTION 710.
6. ALL STREET SIGNS MUST ADHERE TO MUTCD, FDOT, AND NORTH BAY VILLAGE STANDARDS.

SIGNAGE LEGEND:



R1-1: STOP SIGN (36"X36")



R5-1: DO NOT ENTER SIGN (36"X36")



R3-2: NO TURN LEFT (36"X36")



R3-5R: RIGHT TURN ONLY SIGN (36"X36")



VALET PARKING ONLY (12"X18")



W17-1: SPEED HUMP SIGN (30"X30")

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SIGNAGE AND MARKING PLAN

PROJECT ADDRESS
8000 East Dr, North Bay Village, FL 33141

8000 EAST DRIVE

PREPARED FOR
HARBOR ISLAND DEVELOPMENT COMPANY, LLC.
NORTH BAY VILLAGE FL

SHEET NUMBER
C-301

Plotted By:Ramos, Samuel Sheet Set:8000 EAST DRIVE Layout:C-400 SIGNAGE AND MARKING PLAN July 25, 2025 01:15:20pm K:\mlb_civil\044800028 - harbor island\CIVIL\CAD\plansheets\C-400 SIGNAGE AND MARKING PLAN.dwg
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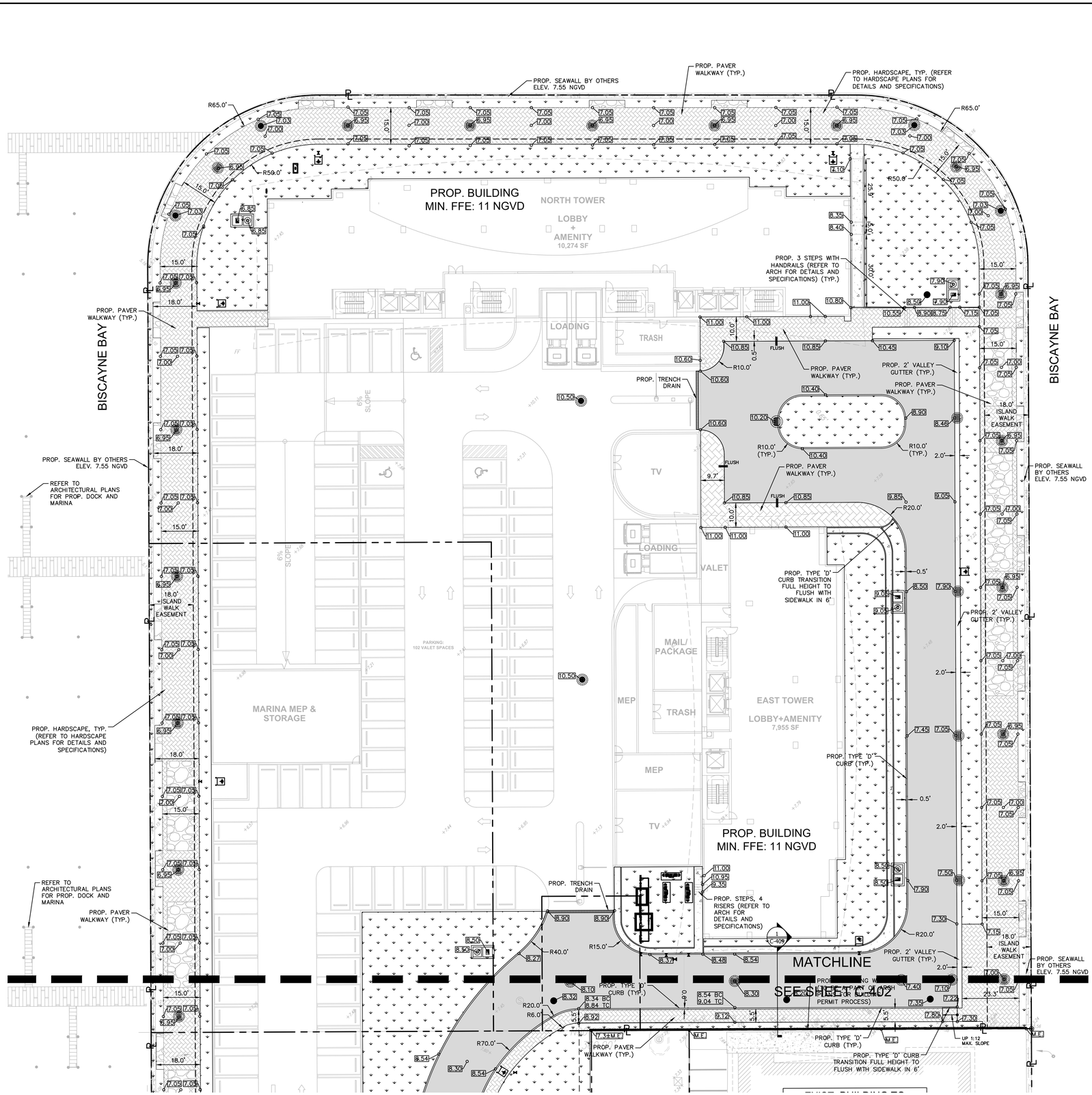

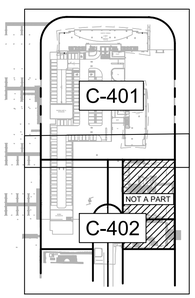

GRAPHIC SCALE IN FEET
0 10 20 40
SCALE: 1"=20'

NORTH

LEGEND:

- RIGHT-OF-WAY LINE OR PROPERTY LINE
- CENTER LINE OF ROADWAY
- MONUMENT LINE OF ROADWAY
- LOT LINE
- PROP. FLOW DIRECTION
- XX.XX — PROP. SPOT ELEVATION
- XX.XX± M.E. — MATCH EXIST. ELEVATION
- XX.XXTC / XX.XXLG — PROP. TOP OF CURB AND PROP. LIP OF GUTTER
- XXX — EXIST. SPOT ELEVATION
- PROPOSED DRAINAGE MANHOLE
- PROPOSED CATCH BASIN
- PROP. TRENCH DRAIN
- PROP. PAVERS (REFER TO LANDSCAPE PLANS FOR DETAILS AND SPECIFICATIONS)
- PROP. PERVIOUS PAVERS (REFER TO LANDSCAPE PLANS FOR DETAILS AND SPECIFICATIONS)
- PROP. 6" THICK 3,000 PSI CONCRETE PAVEMENT
- PROP. 1" OF TYPE FC-9.5 ASPHALT OVER 1" OF TYPE SP-9.5 ASPHALT, 8" OF LIMEROCK BASE & 12" OF SUBGRADE.
- PROP. LANDSCAPE AREA

NOTES:

1. ALL WALKWAYS SHALL HAVE A MAXIMUM SLOPE LESS THAN 2% PERPENDICULAR TO THE DIRECTION OF TRAVEL AND LESS THAN 5% IN THE DIRECTION OF TRAVEL. ALL PEDESTRIAN CURB RAMPS SHALL HAVE A MAXIMUM SLOPE OF 1:12 (V:H). ALL LANDINGS AT STAIRS SHALL HAVE A MAXIMUM SLOPE OF 2% (BOTH DIRECTIONS).

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SCHEMATIC SET - NOT FOR CONSTRUCTION

PAVING AND GRADING PLAN

PROJECT ADDRESS
8000 East Dr, North Bay Village, FL 33141

8000 EAST DRIVE

PREPARED FOR
HARBOR ISLAND DEVELOPMENT COMPANY, LLC.
NORTH BAY VILLAGE FL

SHEET NUMBER
C-401

Plotted By: Ramos, Samuel Sheet Set: 8000 EAST DRIVE Layout: C-401 PAVING AND GRADING PLAN July 25, 2025 01:15:45pm K:\mia_civil\044800028 - harbor island\CIVIL\CADD\planSheets\C-401 PAVING AND GRADING PLAN.dwg
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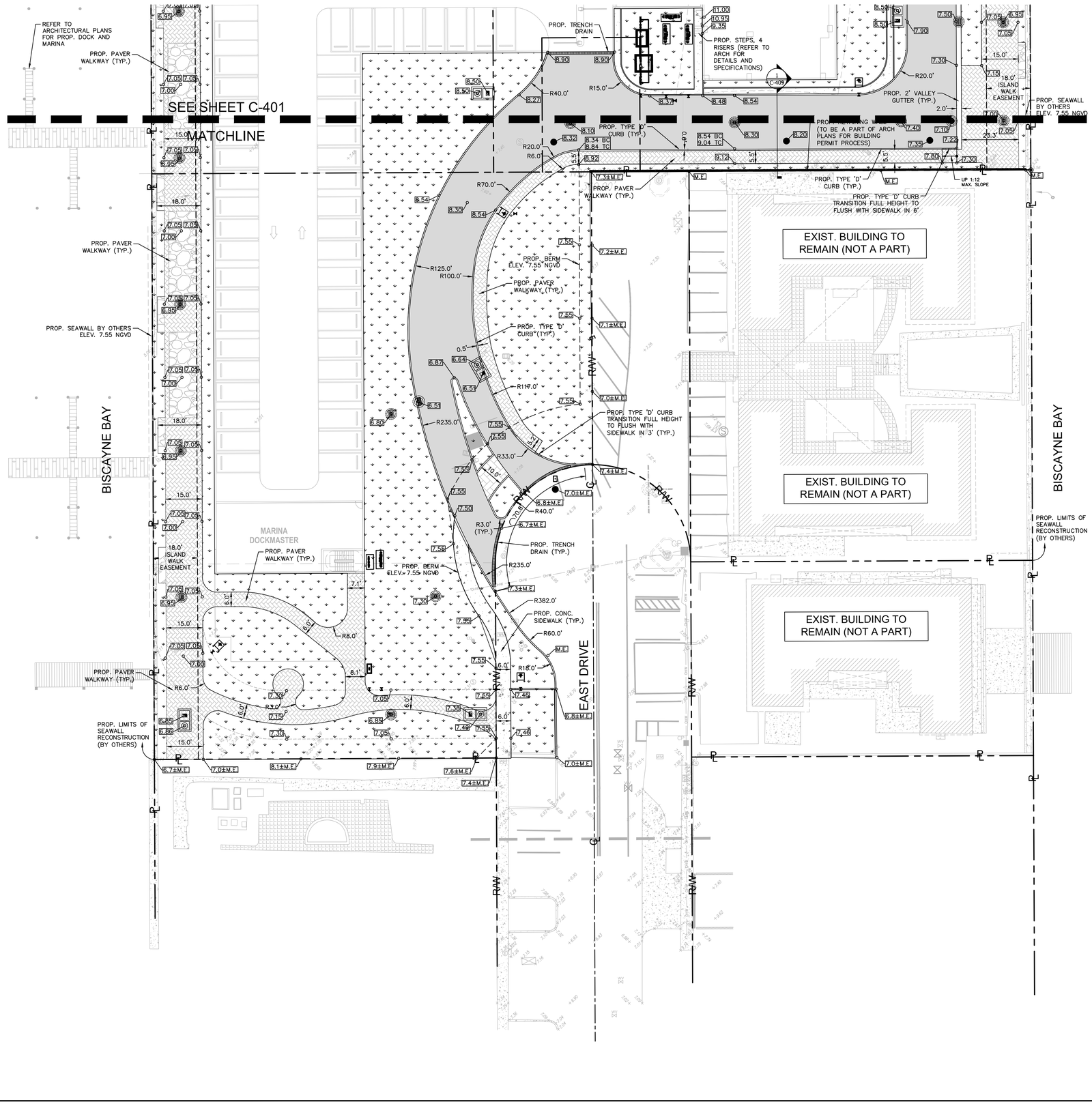

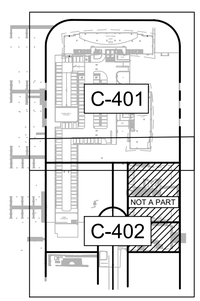

GRAPHIC SCALE IN FEET
0 10 20 40
SCALE: 1"=20'

LEGEND:

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- CENTER LINE OF ROADWAY
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- PROP. FLOW DIRECTION
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PAVING AND GRADING PLAN

PROJECT ADDRESS
8000 East Dr, North Bay Village, FL 33141

8000 EAST DRIVE

PREPARED FOR
HARBOR ISLAND DEVELOPMENT COMPANY, LLC.
NORTH BAY VILLAGE FL

SHEET NUMBER
C-402

Plotted By:Ramos, Samuel Sheet Set:8000 EAST DRIVE Layout:C-402 July 25, 2025 01:15:50pm K:\mia_civil\044800028 — harbor island\CIVIL\CAD\Layout Sheets\C-401 PAVING AND GRADING PLAN.dwg
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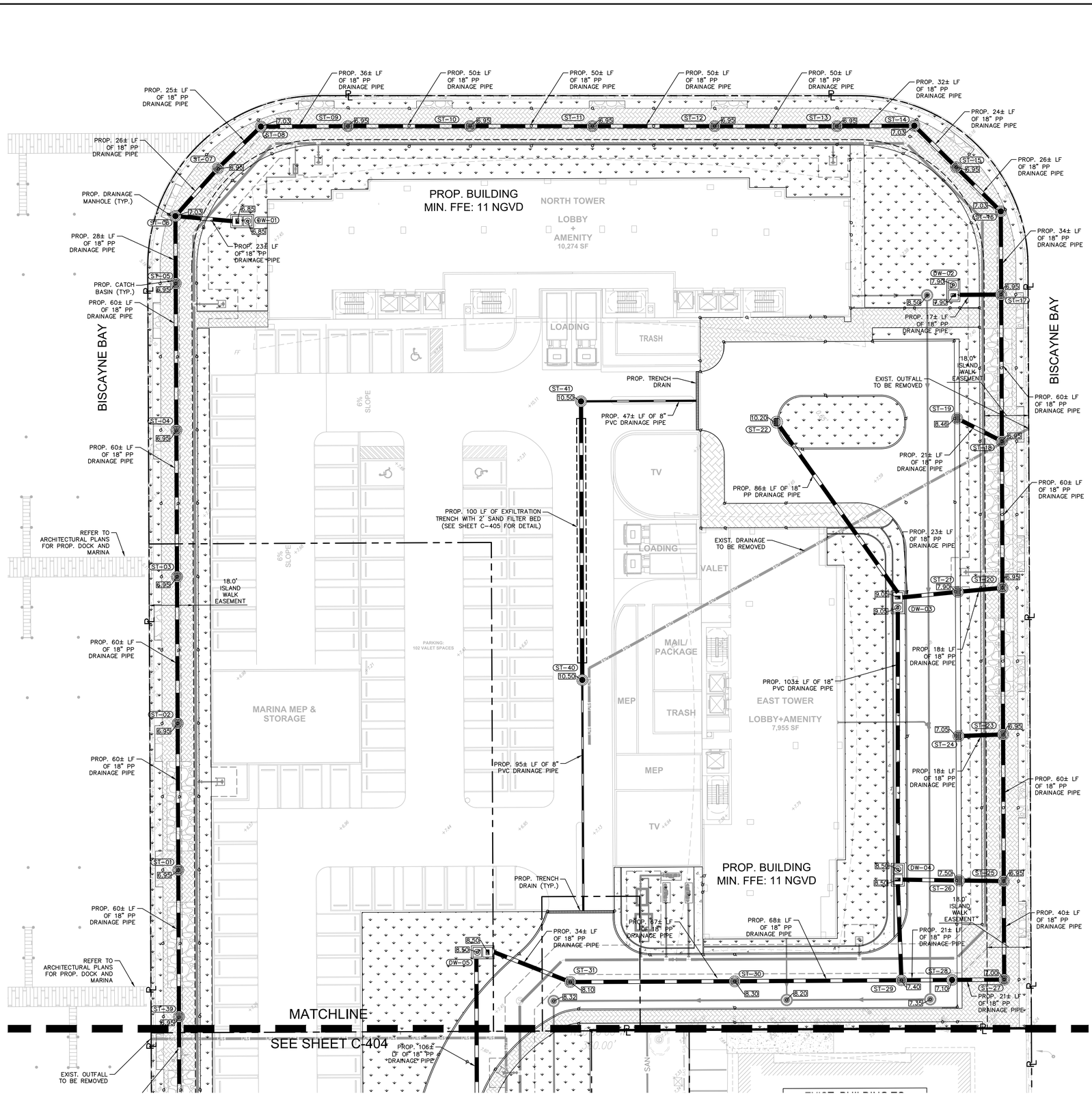

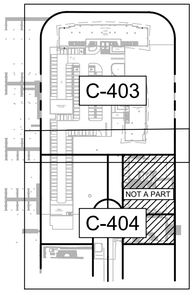

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

LEGEND:

- RIGHT-OF-WAY LINE OR PROPERTY LINE
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- MONUMENT LINE OF ROADWAY
- LOT LINE
- EXIST. OVERHEAD WIRES
- RIM ELEVATION / STRUCTURE NUMBER
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- PROPOSED CATCH BASIN
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DRAINAGE PLAN

PROJECT ADDRESS
8000 East Dr, North Bay Village, FL 33141

8000 EAST DRIVE

PREPARED FOR
HARBOR ISLAND DEVELOPMENT COMPANY, LLC.
NORTH BAY VILLAGE FL

SHEET NUMBER
C-403

Plotted By:Ramos, Samuel Sheet Set:8000 EAST DRIVE Layout:C-403 DRAINAGE PLAN July 25, 2025 01:16:12pm K:\mib_civil\044800028 - harbor island\CIVIL\CADD\plansheets\C-402 DRAINAGE PLAN.dwg
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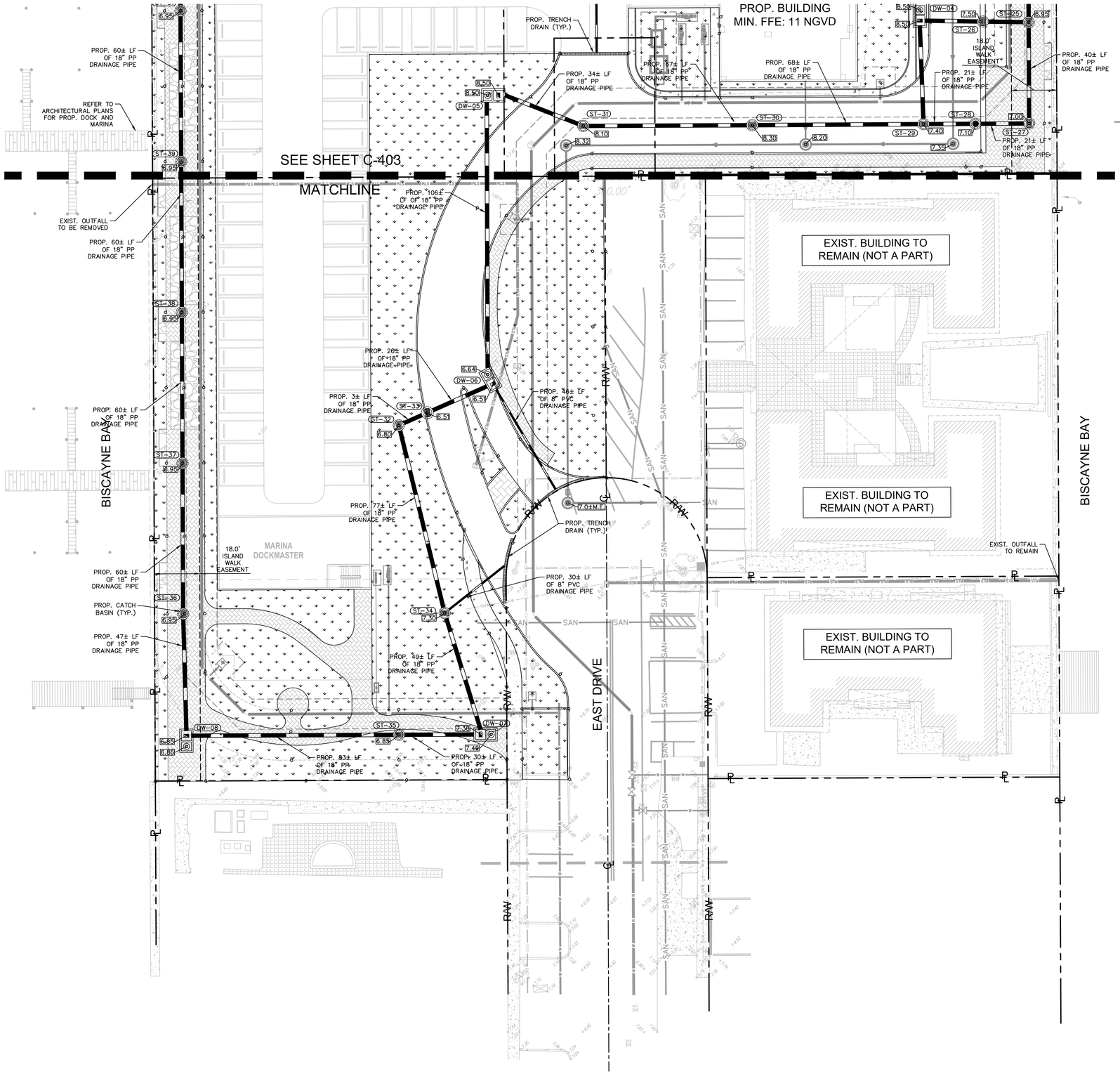

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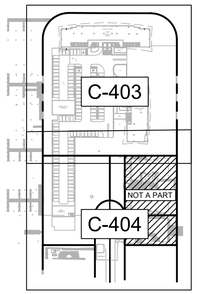

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DRAINAGE PLAN

PROJECT ADDRESS
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8000 EAST DRIVE

PREPARED FOR
HARBOR ISLAND
DEVELOPMENT COMPANY, LLC.
NORTH BAY VILLAGE FL

SHEET NUMBER
C-404

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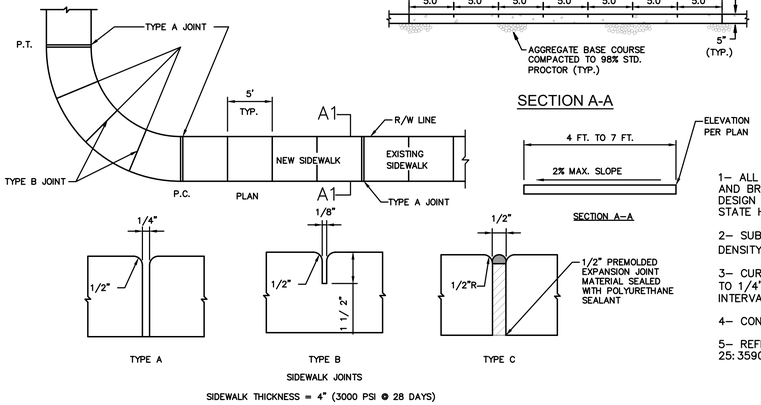
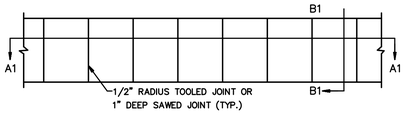
TABLE OF SIDEWALK JOINTS	
	LOCATION
A	P.C. AND P.T. OF CURVES. JUNCTION OF EXISTING AND NEW SIDEWALK.
B	5'-0" CENTER TO CENTER ON SIDEWALK.
C	WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS, AND SIMILAR STRUCTURES



SIDEWALK THICKNESS = 4" (3000 PSI @ 28 DAYS)

CONCRETE SIDEWALK DETAIL

N.T.S.

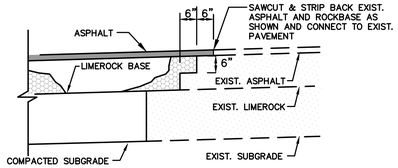


PLAN VIEW

SECTION A-A

SECTION A-A

NOTE:
PROVIDE 1/2" EXPANSION JOINT BETWEEN SIDEWALK AND ALL FIXED OBJECTS



NOTE:
MINIMUM SAWCUT DEPTH SHOULD BE AT LEAST ½ OF CONCRETE THICKNESS.

CONNECTION TO EXISTING ASPHALT PAVEMENT DETAIL

N.T.S.

NOTES:

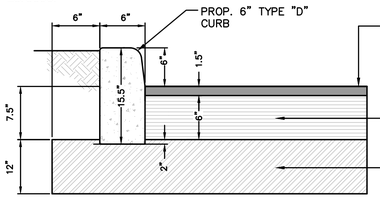
1- ALL MATERIALS SHALL BE IN ACCORDANCE WITH THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, CURRENT EDITION, AND CONSTRUCTED IN ACCORDANCE WITH THE FDOT DESIGN STANDARDS FOR DESIGN, CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS ON THE STATE HIGHWAY SYSTEM, CURRENT EDITION.

2- SUBGRADE SHALL BE COMPACTED TO 98% OF THE MODIFIED PROCTOR (ASTM D1557) MAXIMUM DRY DENSITY AND A MINIMUM OF 97% OF THE STABILIZED MATERIAL SHOULD PASS A 3 ½ SIEVE.

3- CURB, CURB & GUTTER, AND GUTTER SHALL BE CONSTRUCTED IN 50' MAX SECTIONS WITH 1/8" TO 1/4" OPEN EXPANSION JOINT BETWEEN EACH SECTION AND CONTRACTION JOINTS AT 10' INTERVALS.

4- CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 4000 PSI @ 28 DAYS.

5- REFER TO GEOTECHNICAL ENGINEERING REPORT PREPARED BY ECS FLORIDA, LLC PROJECT NUMBER 25:3590.

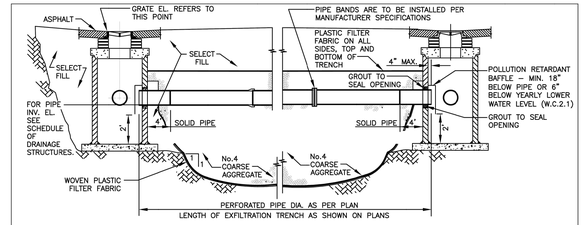


NOTE:

BITUMINOUS ASPHALT COARSE MAY BE INSTALLED IN TWO SEPARATE LIFTS TO ALLOW MOBILIZATION OF EQUIPMENT. THE SECOND LIFT OF ASPHALT SHALL NOT BE PLACED UNTIL ALL OTHER WORK ON THE SITE HAS BEEN COMPLETED. UPON COMPLETION OF SECOND LIFT OF ASPHALT, ANY SCRATCHES GOUGES, OR LOSS OF AGGREGATE WILL NOT BE ACCEPTED. CONTRACTOR TO REMEDY ALL HOLES, BLEMISHES, ETC. PRIOR TO THE UNIFORM INSTALLATION OF SECOND LIFT. AFTER SECOND LIFT OF ASPHALT IS INSTALLED, ROLLING IS REQUIRED.

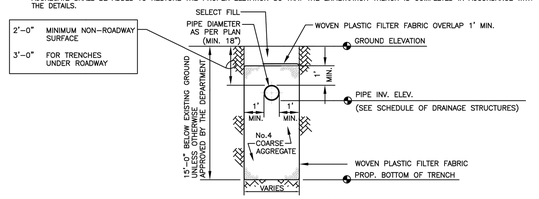
STANDARD DUTY PAVEMENT DETAIL

N.T.S.

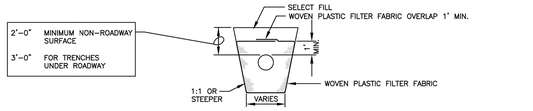


LONGITUDINAL SECTION

NOTE
1-AFTER THE COARSE AGGREGATE HAS BEEN PLACED TO THE PROPER ELEVATION IT SHALL BE CAREFULLY WASHED DOWN WITH CLEAN WATER, OR TAMPERED, TO ALLOW FOR INITIAL SETTLEMENT THAT MAY OCCUR. IF SETTLEMENT DOES TAKE PLACE, ADDITIONAL No.4 COARSE AGGREGATE SHALL BE ADDED TO RESTORE THE PROPER ELEVATION SO THAT THE EXFILTRATION TRENCH IS COMPLETED IN ACCORDANCE WITH THE DETAILS.



TRANSVERSE SECTION

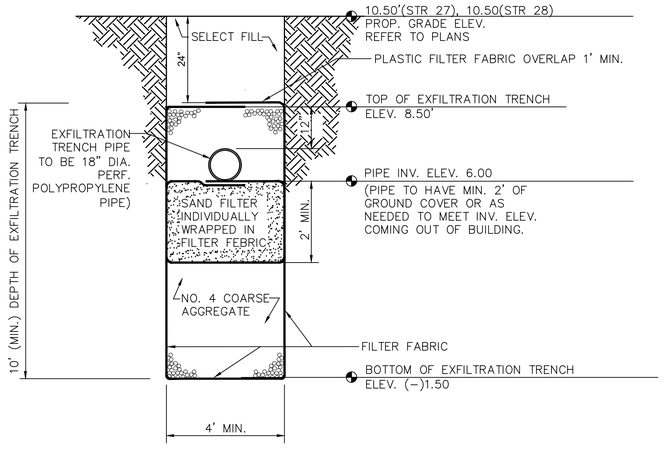


ALT. TRANS. SECTION*

* MAY BE USED IN AREAS WHERE TRENCH WALLS WILL NOT STAND VERTICAL, OR WHERE CAVE-IN BELOW THE WATER TABLE IS LIKELY TO OCCUR. TO BE USED AT THE ENGINEER'S DISCRETION.

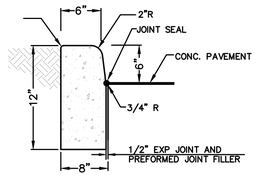
NOTES (CONTINUED ON NEXT PAGE)
1. PLASTIC FILTER FABRIC SHALL BE WOVEN MONOFILAMENT POLYPROPYLENE GEOTEXTILE. PERMITTIVITY SHALL BE GREATER THAN 0.50 SEC AND FLOW RATE GREATER OR EQUAL TO 50 gal/min.
2. MAXIMUM EXFILTRATION RATE WHICH CAN BE USED IN CALCULATING FRENCH DRAIN LENGTH IS 0.1 cfs/lf.

MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS	APPROVED 04/16/2015	REVISED 02/08/2011 09/26/2012 10/19/2012	STANDARD STORM DRAINAGE DETAIL EXFILTRATION TRENCH (FRENCH DRAIN)	SD 1.1 SHEET 1 OF 2



SPECIAL EXFILTRATION TRENCH WITH SAND FILTER

N.T.S.



NOTE:

FOR USE ADJACENT TO CONCRETE OR FLEXIBLE PAVEMENT, CONCRETE SHOWN. EXPANSION JOINT, PREFORMED JOINT FILLER AND JOINT SEAL ARE REQUIRED BETWEEN CURBS AND CONCRETE PAVEMENT ONLY, FDOT INDEX NO. 300, SHEET 2 OF 2.

TYPE "D" VERTICAL CURB

N.T.S.

PAVING GRADING AND DRAINAGE NOTES

1. ALL WALKWAYS SHALL HAVE A MAXIMUM SLOPE LESS THAN 2% PERPENDICULAR TO THE DIRECTION OF TRAVEL AND LESS THAN 5% IN THE DIRECTION OF TRAVEL. ALL PEDESTRIAN CURB RAMPS SHALL HAVE A MAXIMUM SLOPE OF 1:12 (V:H). ALL LANDINGS AT STAIRS AND RAMPS SHALL HAVE A MAXIMUM SLOPE OF 2% (BOTH DIRECTIONS).
2. ALL MAXIMUM SLOPES ARE ABSOLUTE AND SUPERSEDE CONSTRUCTION TOLERANCES STATED IN THE PROJECT SPECIFICATION. THE CONTRACTOR HAS THE OPTION OF ADJUSTING GRADES TO ALLOW FOR CONSTRUCTION TOLERANCE BUT SHALL NOT EXCEED THE MAXIMUMS SPECIFIED ABOVE BY ANY AMOUNT. PAVEMENT SLOPES WILL BE REVIEWED AFTER CONSTRUCTION AND ANY PAVEMENT FOUND TO EXCEED THE MAXIMUMS SPECIFIED ABOVE WILL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
3. THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT OR SITE ENGINEER REGARDING ANY GRADE REVISIONS PRIOR TO CONSTRUCTION OF THE PAVEMENT AREAS.
4. CONTRACTOR TO FIELD LOCATE AND PROVIDE FITTINGS FOR RAIN WATER LEADERS AND STORM SYSTEM AS NECESSARY.
5. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.
6. ALL CUT AND FILL SLOPES SHALL BE 4:1 OR FLATTER UNLESS OTHERWISE NOTED.
7. STORM PIPE SHALL BE HIGH PERFORMANCE POLYPROPYLENE (PP). STORM PIPE IN EXFILTRATION TRENCH AREAS SHALL BE SLOTTED PP.
8. IF ANY EXISTING DRAINAGE STRUCTURES TO REMAIN IN SERVICE ARE DAMAGED DURING CONSTRUCTION, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR THOSE STRUCTURE TO PRIOR CONDITION, OR BETTER, OR TO REPLACE THEM , AS NECESSARY.
9. ALL STORM PIPE ENTERING STRUCTURES SHALL BE GROUTED TO ENSURE CONNECTION AT STRUCTURE IS WATERTIGHT.
10. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH PAVEMENT, AND SHALL HAVE TRAFFIC BEARING FRAME AND COVER. MANHOLES IN UNPAVED AREAS SHALL BE 2" ABOVE SURROUNDING GRADE.
11. THE CONTRACTOR SHALL ADHERE TO ALL TERMS AND CONDITIONS AS OUTLINED IN THE GENERAL N.P.D.E.S. PERMIT FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.
12. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS.
13. CHANGE IN ELEVATION NOT TO EXCEED ½" WITHOUT CURB RAMPS WITHIN HANDICAP ACCESSIBLE ROUTE.
15. STORMWATER POLLUTION PREVENTION PLAN AND DETAILS IMPLEMENTED ON SITE SHALL CONFORM TO THE REQUIREMENT OF FDEP/NPDES AND CITY OF MIAMI/MDC.
16. CONTRACTOR SHALL SAW-CUT AND MATCH THE EXISTING EDGE OF PAVEMENT, CONCRETE, CURB, AND CONCRETE SIDEWALK GRADE WHEN REMOVING EXISTING AND CONSTRUCTING PROPOSED PER CITY OF MIAMI/MDC STANDARDS AND SPECIFICATIONS.
17. ALL EXISTING UTILITY APPURTENANCES SHALL BE ADJUSTED TO MATCH THE PROPOSED GRADES.
18. ALL IMPROVEMENTS, IF ANY, IN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO CITY OF MIAMI/MDC.
19. CONTRACTOR NOT TO EXCEED MINIMUM SLOPES PUBLISHED IN THE LATEST EDITION OF THE FLORIDA BUILDING CODE (ACCESSIBILITY) BOOK
20. ACCESSIBLE ROUTES CONSTRUCTED NOT IN COMPLIANCE WITH THE LATEST EDITION OF THE FLORIDA BUILDING CODE (ACCESSIBILITY) BOOK ARE TO BE CORRECTED AT CONTRACTOR'S SOLE EXPENSE

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PHONE: 305-673-2025
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

ALBERTO ANTONIO MORA LICENSE No. 58710 STATE OF FLORIDA PROFESSIONAL ENGINEER

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DATE: 7/25/2025

KHA PROJECT #044800028
DATE JULY 2025
SCALE AS SHOWN
DESIGNED BY MCP
DRAWN BY EA
CHECKED BY AAM

No.	REVISIONS	DATE	BY

ELEVATIONS (IF SHOWN HEREON) REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29)

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PAVING GRADING AND DRAINAGE DETAILS

PROJECT ADDRESS
8000 East Dr, North Bay Village, FL 33141

8000 EAST DRIVE

PREPARED FOR
HARBOR ISLAND
DEVELOPMENT COMPANY, LLC.
NORTH BAY VILLAGE FL

SHEET NUMBER
C-405

Plotted By:Ramos, Samuel Sheet Set:8000 EAST DRIVE Layout:C-405 PAVING GRADING AND DRAINAGE DETAILS July 25, 2025 01:16:29pm K:\mb_civil\044800028 — Harbor Island\CIVIL\CADD\planesets\C-403 PAVING GRADING AND DRAINAGE DETAILS.dwg
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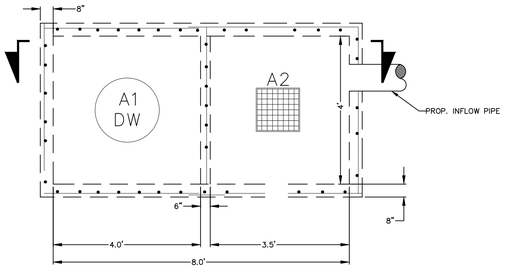
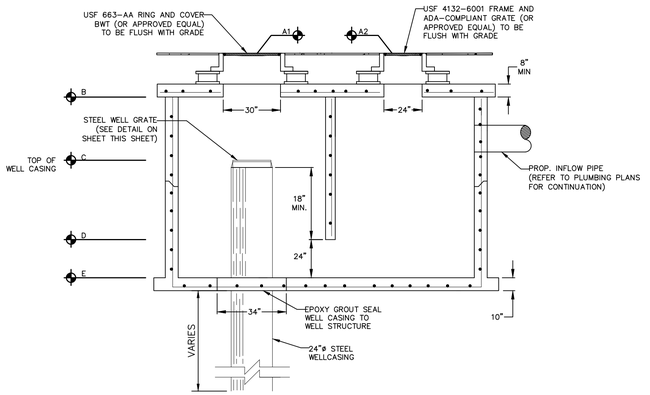


TOP VIEW

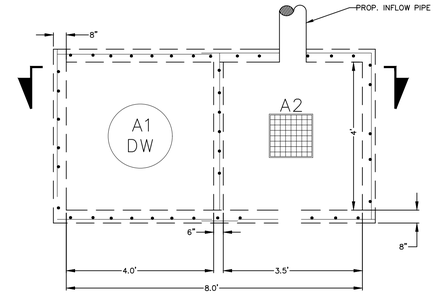


SECTION VIEW

NORTH

STORM DRAINAGE WELL (DW–1)

N.T.S.



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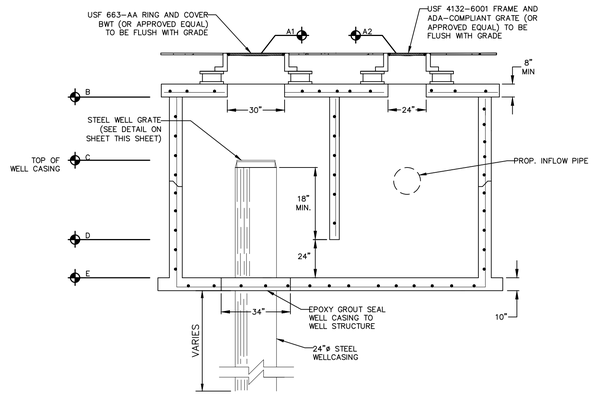

SECTION VIEW

NORTH

STORM DRAINAGE WELL (DW–2)

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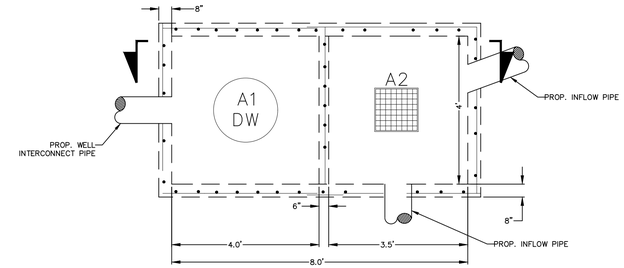

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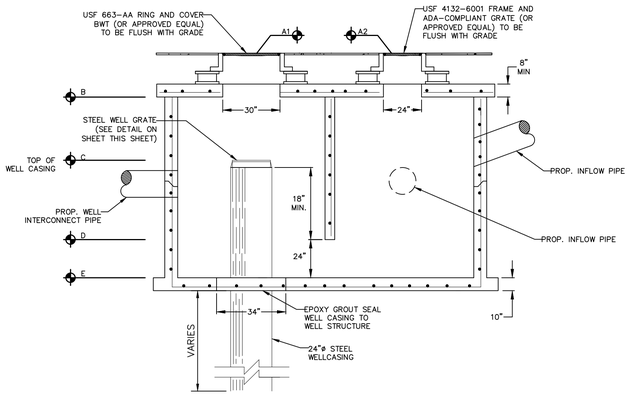

SECTION VIEW

NORTH

STORM DRAINAGE WELL (DW–3)

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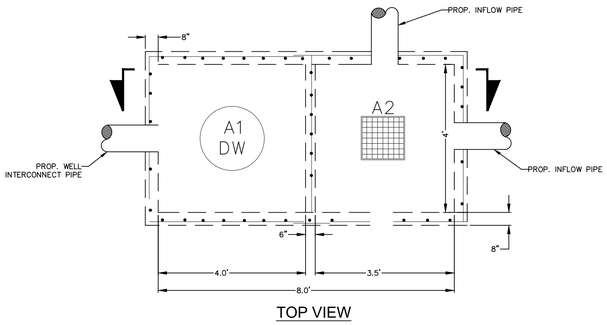
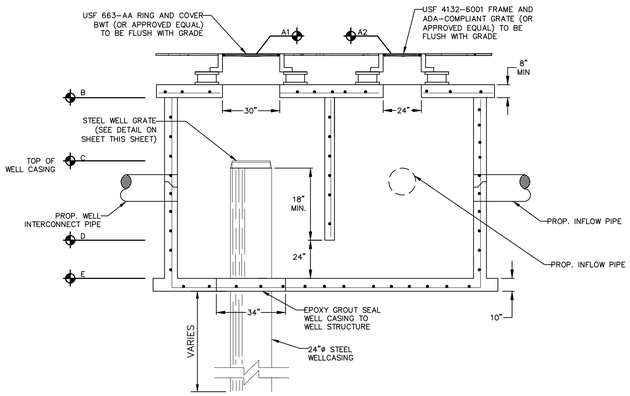


TOP VIEW



SECTION VIEW

NORTH

STORM DRAINAGE WELL (DW–4)

N.T.S.

Posted By:Ramos, Samuel Sheet Set:8000 EAST DRIVE Layout:C-406 DRAINAGE WELL DETAILS July 25, 2025 01:16:32pm K:\mib_civil\044800028 - harbor island\CIVIL\CADD\plansheets\C-403 PAVING GRADING AND DRAINAGE DETAILS.dwg
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KHA PROJECT #044800028

DATE JULY 2025

SCALE AS SHOWN

DESIGNED BY MCP

DRAWN BY EA

CHECKED BY AAM

No.	REVISIONS	DATE	BY

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DRAINAGE WELL DETAILS

PROJECT ADDRESS

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8000 EAST DRIVE

PREPARED FOR
HARBOR ISLAND
DEVELOPMENT COMPANY, LLC.

NORTH BAY VILLAGE FL

SHEET NUMBER

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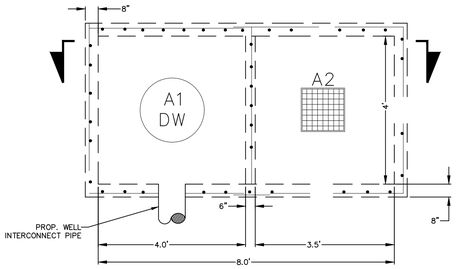
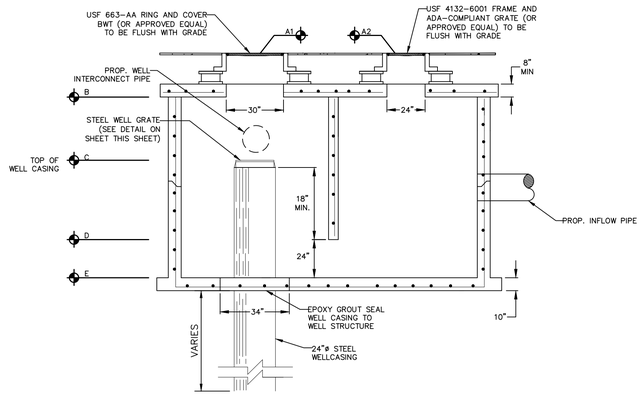


TOP VIEW



SECTION VIEW

NORTH

STORM DRAINAGE WELL (DW-5)

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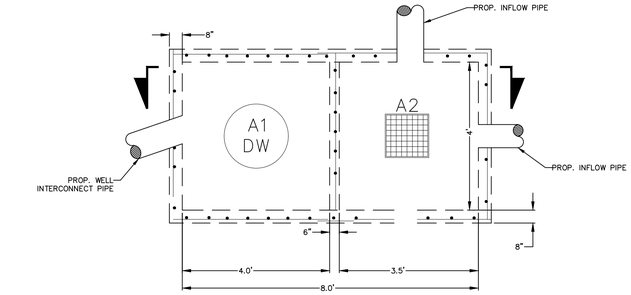

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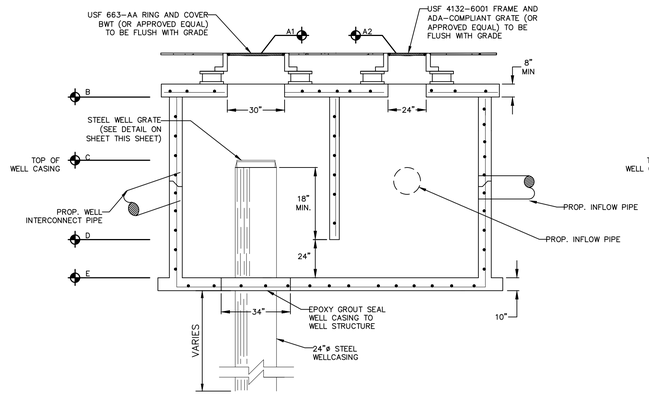

SECTION VIEW

NORTH

STORM DRAINAGE WELL (DW-6)

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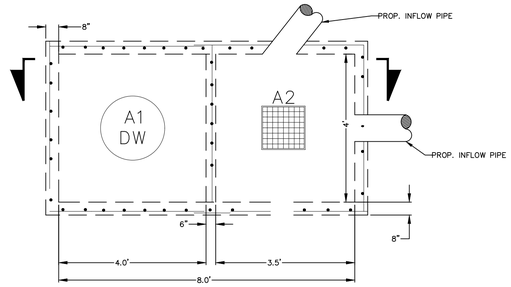
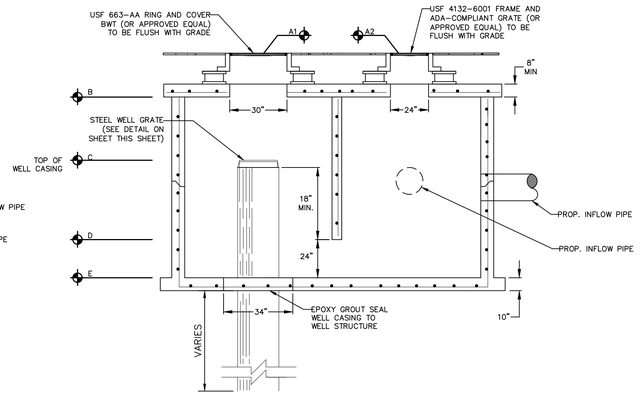


TOP VIEW



SECTION VIEW

NORTH

STORM DRAINAGE WELL (DW-7)

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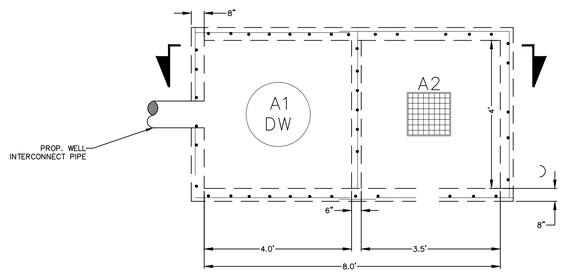
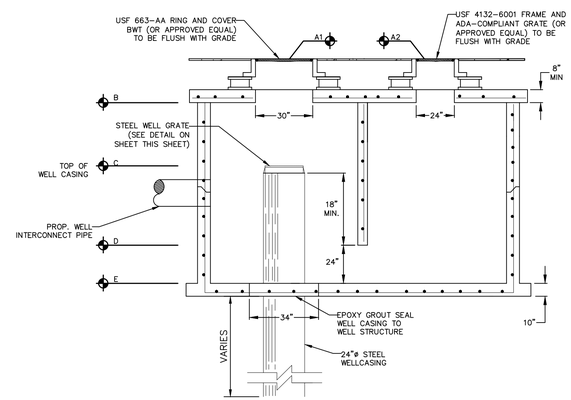


TOP VIEW



SECTION VIEW

NORTH

STORM DRAINAGE WELL (DW-8)

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ALBERTO ANTONIO MORA
LICENSE
No. 58710
STATE OF FLORIDA
PROFESSIONAL ENGINEER

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KHA PROJECT	#044800028
DATE	JULY 2025
SCALE	AS SHOWN
DESIGNED BY	MCP
DRAWN BY	EA
CHECKED BY	AAM

No.	REVISIONS	DATE	BY

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PROJECT ADDRESS
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8000 EAST DRIVE

PREPARED FOR
HARBOR ISLAND
DEVELOPMENT COMPANY, LLC.
NORTH BAY VILLAGE FL

SHEET NUMBER
C-407

Plotted By:Ramos, Samuel Sheet Set:8000 EAST DRIVE Layout:C-407 DRAINAGE WELL DETAILS July 25, 2025 01:16:31pm K:\mib_civil\044800028 - harbor island\CIVIL\CADD\plansheets\C-403 PAVING GRADING AND DRAINAGE DETAILS.dwg
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DRAINAGE WELL STRUCTURAL NOTES:

1. DESIGN CRITERIA: DESIGN, FABRICATION AND ERECTION OF PRECAST CONCRETE SHALL BE IN ACCORDANCE WITH ACI 318-99 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE AND PCI DESIGN HANDBOOK. DESIGN OF
2. CAST-IN-PLACE CONCRETE SHALL BE IN ACCORDANCE WITH ACI 318-99.
3. DESIGN LIVE LOADS (FOR EXTERIOR WELLS OUTSIDE THE BUILDING FOOTPRINT): THE TOP SLAB OF DRAINAGE WELL STRUCTURE SHALL BE DESIGNED TO CARRY TRAFFIC LOADS (HS20-44 LOADING).
4. GEOTECHNICAL CRITERIA (FOR EXTERIOR WELLS OUTSIDE THE BUILDING FOOTPRINT): SOIL BEARING PRESSURE UNDER STRUCTURE ASSUMED TO BE AT MINIMUM 2000 PSF. PRIOR TO INSTALLATION OF DRAINAGE STRUCTURE THE SOIL BEARING CAPACITY OF THE FOUNDATION MUST BE CONFIRMED BY THE CONTRACTOR, THROUGH A CERTIFIED GEOTECHNICAL LABORATORY.
5. CONCRETE: CONCRETE SHALL BE NORMAL WEIGHT, AND SHALL ATTAIN A 28, DAY COMPRESSIVE STRENGTH OF 4000 PSI AND SHALL MEET THE REQUIREMENT OF ASTM C478. CONCRETE COVER FOR REINFORCEMENT SHALL BE 2" EXCEPT FOOTING BOTTOM BARS SHALL HAVE 3" COVER. FOR DRAINAGE WELLS INSIDE THE BUILDING FOOTPRINT, XYPEX ADMIX C-500 SHALL BE ADDED TO THE CONCRETE MIX FOR WATER PROOFING (BY CONTRACTOR).
6. REINFORCING: REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60, AND SHALL BE OF U.S. MANUFACTURE.
7. MANHOLE RING & COVER: ALL MANHOLE RINGS AND COVERS, WITHIN PRIVATE PROPERTY, SHALL BE WATER TIGHT BOLTED AND HAVE THE WORD "STORM SEWER" CAST ON COVER.
8. KOR-N-SEAL PIPE TO MANHOLE CONNECTORS TO BE INSTALLED BETWEEN THE STEEL WELL CASINGS AND THE DRAINAGE WELL FLOOR SLAB. CONTRACTOR TO SUBMIT SHOP DRAWING.
9. INTERIOR SURFACES OF DRAINAGE WELL STRUCTURES TO RECEIVE TWO COATS OF XYPEX CONCENTRATE WATER-PROOF COATING. CONTRACTOR TO SUBMIT SHOP DRAWING.
10. ALL PIPE CONNECTIONS TO DRAINAGE WELL STRUCTURES WILL BE MADE WITH LINK SEAL PIPE-TO-MANHOLE CONNECTORS. CONTRACTOR TO SUBMIT SHOP DRAWING.
11. SHOP DRAWINGS: CONTRACTOR SHALL SUBMIT SHOP DRAWINGS, SIGNED AND SEALED BY A FLORIDA LICENSED ENGINEER, FOR STRUCTURES, XYPEX CONCRETE ADMIXTURE, KOR-N-SEAL, XYPEX CONCENTRATING WATER-PROOF COATING AND LINK SEAL TO THE ENGINEER FOR REVIEW PRIOR TO THE CONSTRUCTION OF STRUCTURE.

DRAINAGE WELL TESTING NOTES:

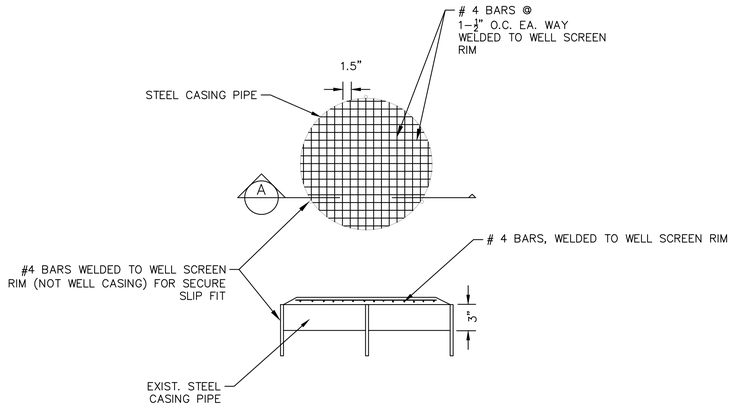
GRAVITY DRAINAGE WELL SPECIFIC CAPACITY TESTING PROTOCOL ("PUMP-IN TEST"):

THE FOLLOWING IS A PROTOCOL FOR TESTING CAPACITY OF EACH GRAVITY DRAINAGE WELL, ANY DEVIATION FROM THIS PROTOCOL MUST BE REVIEWED AND APPROVED IN WRITING BY THE ENGINEER OF RECORD (EOR). THE DRILLER WILL PROVIDE ALL MATERIALS AND PERSONNEL REQUIRED TO CARRY OUT THE PROTOCOL. AT NO POINT DURING THE PUMP-IN TEST IS THE SYSTEM TO BE PRESSURIZED. THE WELL CASING SHALL REMAIN OPEN TO THE AIR DURING THE TESTING OF THE WELL.

1. WATER USED TO TEST THE WELL SHALL COME FROM A POTABLE WATER SUPPLY (I.E. FIRE HYDRANT).
2. TOTALIZER(S) AND/OR FLOW METER(S) WILL BE USED TO MEASURE AND RECORD THE RATE AT WHICH WATER IS DISCHARGED INTO THE WELL. THE DISCHARGE RATE USED TO TEST THE WELL SHALL BE EQUAL TO OR GREATER THAN 250 GALLONS PER MINUTE.
3. THE FLOW RATE SHALL NOT VARY BY MORE THAN 5% OVER THE TESTING PERIOD. THE DRILLER WILL PROVIDE A LOG DOCUMENTING FLOW RATES DURING THE TEST AT AN INTERVAL NO LESS THAN ONCE PER MINUTE.
4. WATER WILL BE DISCHARGED INTO THE WELL BELOW THE STATIC WATER LEVEL THROUGH AN OPEN END HOSE OR MACHINE SLOTTED, SCHEDULE 40 PVC WELL SCREEN.
5. WATER LEVEL FLUCTUATIONS WITHIN THE WELL WILL BE MEASURED WITH A CALIBRATED PRESSURE TRANSDUCER WITH AN APPROPRIATE PSI RATING, WATER LEVEL INDICATOR, OR OTHER APPARATUS APPROVED BY THE EOR WITH A PRECISION OF 0.01 FT.
6. WATER LEVEL DATA FOR STATIC, PUMPING, AND RECOVERY CONDITIONS SHALL BE RECORDED NO LESS THAN ONCE PER MINUTE THROUGHOUT THE PUMP-IN AND RECOVERY PHASES OF THE TEST.
7. DATA WILL BE COLLECTED DURING THE PUMPING CYCLE FOR A MINIMUM OF 30 MINUTES AND UNTIL THE LEVEL OF WATER WITHIN THE WELL HAS STABILIZED (WITHIN 5%) FOR A PERIOD OF AT LEAST 15 MINUTES.
8. AT THE CONCLUSION OF PUMP-IN PHASE OF THE TEST, DISCHARGE INTO THE WELL SHALL CEASE AND THE WATER LEVEL IN THE WELL WILL BE ALLOWED TO RETURN TO STATIC CONDITIONS. WATER LEVELS WILL BE MEASURED DURING THE RECOVERY PERIOD, NO LESS THAN ONCE PER MINUTE, AND WILL BE LOGGED UNTIL THE WATER LEVEL HAS RETURNED TO STATIC LEVEL AND HAS STABILIZED FOR NO LESS THAN 5 MINUTES.
9. DRILLER WILL USE THE DATA COLLECTED TO CALCULATE AND REPORT THE WELL SPECIFIC CAPACITY TO FDEP. ALL DATA COLLECTED WILL BE PROVIDED TO THE EOR.

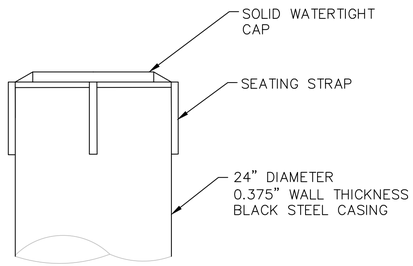
DRAINAGE WELL NOTES:

1. DEEP WELL TO BE CONSTRUCTED PER DRAINAGE WELL SCHEDULE. CONTRACTOR IS TO VERIFY THE FOLLOWING MINIMUM WELL CAPACITY:
   a. 500 GALLONS PER MINUTE PER FOOT OF HEAD
2. ALL FINISHED WELLS SHALL ACHIEVE A MINIMUM DRAW-DOWN RATE OF 500 GPM PER FOOT OF HEAD. THE WELL DRILLER SHALL RELY ON THEIR OWN EXPERIENCE OF THE LOCAL GEOLOGY, OR THAT OF A GEOLOGIST/HYDROLOGIST (RETAINED BY THE WELL DRILLER) TO DETERMINE THE OPTIMUM DEPTH OF THE WELL CASING AND OPEN WELL IN ORDER TO ACHIEVE THE MAXIMUM POSSIBLE DRAW-DOWN RATE.
3. THE DEPTH OF THE WELL SHALL COMPLY WITH ALL FDEP REQUIREMENTS FOR UNDERGROUND INJECTION FOR CLASS V WELLS CARRYING STORM RUNOFF. FOR BIDDING AND CONTRACTING PURPOSES, THE CONTRACTOR SHALL PROVIDE A MINIMUM DEPTH OF WELL CASING OF 70 FEET, AND MINIMUM UNCASED DEPTH BETWEEN 20 FEET AND 40 FEET. CONTRACTOR SHALL PROVIDE AN ADDITIONAL COST IN THE CONTRACT FOR EVERY ADDITIONAL FOOT OF UNCASED DEPTH REQUIRED TO REACH THE DESIGN CAPACITY SPECIFIED IN THE CONTRACT DOCUMENTS. CONTRACTOR TO NOTIFY OWNER/CLIENT AND ENGINEER OF RECORD (EOR) IF THE DESIGN CAPACITY, PER THE CONTRACT DOCUMENTS, CANNOT BE ACHIEVED AT THE CASED AND UNCASED DEPTHS STIPULATED IN THE CONTRACTOR'S CONTRACT WITH THE OWNER/CLIENT. THIS NOTIFICATION MUST OCCUR PRIOR TO THE CONTRACTOR DRILLING DEEPER.
4. AT CONCLUSION OF WELL DRILLING PHASE, CONTRACTOR TO WELD TOP OF WELL CASING SHUT WITH SOLID STEEL PLATE. SOLID STEEL PLATE SHALL ONLY BE REMOVED FOR PERFORMING DRAINAGE WELL PUMP-IN TEST; SEE "DRAINAGE WELL TESTING NOTES", THIS SHEET. AT CONCLUSION OF DRAINAGE WELL PUMP-IN TEST, SOLID STEEL PLATE SHALL BE RE-INSTALLED TO WELD SHUT TOP OF WELL CASING. TOP OF WELL CASING TO REMAIN WELDED SHUT UNTIL PERMANENT DRAINAGE SYSTEM IS CLEANED AND READY TO BE PUT INTO THE OPERATION PHASE.
5. STEEL WELL SCREEN TO BE INSTALLED OVER 24" DEEP WELL. STEEL GRATE TO BE HOT DIPPED GALVANIZED AFTER FABRICATION. COST TO BE INCLUDED IN THE PRICE OF CASING.
6. DEVELOPER OF WELL TO ASSURE 1500 P.P.M. SALINITY. THE WELL CASING SHALL PENETRATE A ZONE CONTAINING A MINIMUM OF 10,000 mg/L OF TOTAL DISSOLVED SOLIDS (TDS) IN ACCORDANCE WITH RULE 62-528.200(6), FAC.
7. WELL TESTING TO COMPLY WITH ASTM D 5472-93 AND D-4050-96 AND BE PERFORMED BY A THIRD PARTY FLORIDA REGISTERED GEOLOGIST.
8. ALL WELL BOX CONSTRUCTION JOINTS SHALL BE WATER TIGHT. WELL BOX MUST BE DESIGNED FOR UPLIFT FORCES (MIN 3 PSI) AND SIGNED AND SEALED BY A REGISTERED FLORIDA PROFESSIONAL ENGINEER.
9. DRAINAGE WELL CASING SHALL BE 24-INCH DIAMETER WELDED OR SEAMLESS STEEL PIPE CONFORMING TO ONE OF THE FOLLOWING STANDARDS
   a. ASTM A53/A53M-99B (1999)
   b. ASTM A135-01 (2001)
   c. ASTM A252-98 (1998)
   d. ASTM A589-96 (1996)
   e. AMERICAN PETROLEUM INSTITUTE (API) 5L-2000 (2000)
10. DRAINAGE WELL CASING SHALL ALSO CONFORM TO THE 2000 AMERICAN NATIONAL STANDARD INSTITUTE FOR WELDED AND SEAMLESS WROUGHT STEEL PIPE (ANSI/ASME B36.10M-2000).
11. DRAINAGE WELL CASING SHALL BE STENCILED WITH THE APPLICABLE STANDARD.
12. DRAINAGE WELL CASING SHALL BE NEW OR IN LIKE NEW CONDITION, SHALL BE FREE OF BREAKS, CORROSION AND DENTS, SHALL BE STRAIGHT AND TRUE AND NOT OUT OF ROUND. IF ANY DAMAGE IS CAUSED TO THE CASING DURING CONSTRUCTION, THE CASING SHALL BE REPLACED BY THE CONTRACTOR AT NO EXPENSE TO THE OWNER.
13. ALL EXPOSED WELL CASING SURFACES SHALL BE COATED WITH BITUMINOUS PAINT.
14. ALL WELLS WITH RIM ELEV. BELOW VENT ELEV. NEED TO BE WATERTIGHT, BOLTED RIM TO FRAME AND SECURED TO THE TOP SLAB.
15. ALL DRAINAGE WELLS WITHIN BUILDING FOOTPRINT SHALL NOT BE SUBJECT TO OVERHEAD LOADS.
16. ALL PIPES INTERCONNECTING THE WELL STRUCTURES, INFLOW PIPES & WELL VENT PIPING SHALL BE PRESSURE PIPE AND ALL JOINTS SHALL BE GASKETED TO WITHSTAND MINIMUM 20 PSI PRESSURES. ALL EXPOSED PIPE JOINTS AND FITTINGS SHALL BE SECURED TO RESIST MOVEMENT.



STEEL WELL SCREEN DETAIL

N.T.S.



TEMPORARY SOLID WATERTIGHT CAP DETAIL

N.T.S.

1. CASING SHALL BE CAPPED IMMEDIATELY AFTER INSTALLATION. CAP SHALL NOT BE ROMVED UNTIL WELL IS CLEARED FOR USE.
2. INJECTION WELLS SHAL NOT BE USED FOR DEWATERING

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PHONE: 305-673-2025
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

ALBERTO ANTONIO MORA LICENSE No. 58710 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ALBERTO MORA, P.E. ON THE DATE ADJACENT TO THE SEAL.

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DATE: 7/25/2025

KHA PROJECT #044800028

DATE JULY 2025

SCALE AS SHOWN

DESIGNED BY MCP

DRAWN BY EA

CHECKED BY AAM

No.	REVISIONS	DATE	BY

ELEVATIONS (IF SHOWN HEREON) REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29)

CAUTION!!
CONTRACTOR SHALL VERIFY PRESENCE AND EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

Sunshine811
Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.
Check positive response codes before you dig!

SCHEMATIC SET - NOT FOR CONSTRUCTION

DRAINAGE WELL NOTES

PROJECT ADDRESS
8000 East Dr, North Bay Village, FL 33141

8000 EAST DRIVE

PREPARED FOR
HARBOR ISLAND
DEVELOPMENT COMPANY, LLC.
NORTH BAY VILLAGE FL

SHEET NUMBER
C-408

Plotted By: Ramos, Samuel Sheet Set: 8000 EAST DRIVE Layout: C-408 DRAINAGE WELL NOTES July 25, 2025 01:16:41pm K:\mib_civil\044800028 - harbor island\CIVIL\CAD\sheetsets\C-408 DRAINAGE WELL NOTES.dwg
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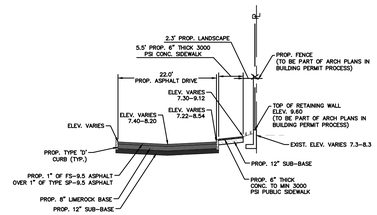

1 C-402

SE SIDEWALK

N.T.S.

Plotted By:Ramos, Samuel Sheet Set:8000 EAST DRIVE Layout:C-409 TYPICAL SECTIONS July 25, 2025 01:16:51pm K:\mib_civil\044800028 — Harbor Island\CIVIL\CAD\plansheets\C-409 TYPICAL SECTIONS.dwg
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DATE: 7/25/2025

KHA PROJECT	#044800028
DATE	JULY 2025
SCALE	AS SHOWN
DESIGNED BY	MCP
DRAWN BY	EA
CHECKED BY	AAM

No.	REVISIONS	DATE	BY

ELEVATIONS (IF SHOWN HEREON) REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29)

CAUTION!!
CONTRACTOR SHALL VERIFY PRESENCE AND EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

Sunshine811
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Check positive response codes before you dig!

SCHEMATIC SET - NOT FOR CONSTRUCTION

TYPICAL SECTIONS

PROJECT ADDRESS

8000 East Dr, North Bay Village, FL 33141

8000 EAST DRIVE

PREPARED FOR
HARBOR ISLAND DEVELOPMENT COMPANY, LLC.

NORTH BAY VILLAGE FL

SHEET NUMBER

C-409

GENERAL NOTES & SPECIFICATION FOR SEWER MAIN INSTALLATIONS

(NOT A PART OF M-DWASD NOTES NOR APPROVAL)

1. THE CONTRACTOR SHALL MAKE EVERY REASONABLE EFFORT TO PERFORM THE WORK AND MAINTAIN SAFETY TO THE PUBLIC AND WORKERS, AND THE PROTECTION OF PROPERTY THROUGHOUT CONSTRUCTION. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH OSHA STANDARDS, AS APPLICABLE. CONTRACTOR MUST COMPLY WITH TRENCH SAFETY ACT.

2. ALL UTILITY CROSSING LINES IDENTIFIED ON PLANS AND PROFILES ARE BASED ON BEST AVAILABLE INFORMATION. CONTRACTOR SHALL VERIFY UTILITY INFORMATION WITH APPROPRIATE UTILITIES AND SUNSHINE STATE ONE CALL CENTER OF FLORIDA 811. CONTRACTOR TO INCLUDE ON RECORD DRAWINGSS ACCURATE ELEVATION AND LOCATION OF ALL UTILITY CONFLICTS.

3. ALL UTILITIES DAMAGED BY CONSTRUCTION MUST BE PROMPTLY REPAIRED TO THE CONDITION EXISTING PRIOR TO THE DAMAGING OF THE UTILITY. REPAIRS ARE INCIDENTAL TO THE INSTALLATION OF THE MAIN AND EXTENSIONS AND SHALL BE REPAIRED AT NO COST TO THE OWNER.

4. ALL EXISTING MANHOLES, ELECTRIC BOXES, METER BOXES, AND VALVE BOXES SHALL BE ADJUSTED TO THE PROPOSED GRADE.

5. PROPERTY DAMAGE RESULTING FROM WORK REQUIRED BY THIS CONTRACT SHALL BE CLEANED UP, REPAIRED OR REPLACED AT NO COST TO OWNER.

6. CONTRACTOR SHALL PROVIDE ALL MAINS, ALL FITTINGS, ATTACHMENTS, AND EQUIPMENT REQUIRED TO PERFORM TESTING PER WASD STANDARDS. PIPE AND FITTINGS SHALL BE RESTRAINED IN ACCORDANCE WITH M-DWASD STANDARD DETAIL GS 2.0 (1 THRU 5 OF 5)

7. THE CONTRACTOR IS RESPONSIBLE FOR THE COST OF ALL INSPECTIONS.

8. ALL TRENCHES TO BE OVER-EXCAVATED A MINIMUM OF 6" TO PROVIDE FOR INSTALLATION OF ROCK BEDDING IN ACCORDANCE WITH M-DWASD STANDARDS.

9. SURFACE RESTORATION, PAVEMENT REPLACEMENT, SIDEWALK REPLACEMENT, TRENCH BACKFILLING AND COMPACTION SHALL COMPLY WITH M-DWASD STANDARD DETAILS GS1.9, SS18.0, A1.0, A1.1 AND A4.0, M-DCPWD STANDARD DETAIL R21.1 AND THE APPLICABLE CURRENT CITY OF MIAMI PUBLIC WORKS, M-DCPWD AND FDOT STANDARDS.

10. CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING SEWER LATERALS PRIOR TO THE CONSTRUCTION OF THE SANITARY SEWER CONNECTIONS. CONTRACTOR SHALL ADJUST THE ALIGNMENT OF THE SEWER CONNECTION AND PROVIDE THE REQUIRED FITTINGS AND CLEANOUTS AS NEEDED. ALL MODIFICATIONS TO ALIGNMENT SHALL BE CLEARLY RECORDED IN THE RECORD DRAWINGS DOCUMENTS.

11. THE APPROXIMATE LOCATION OF EXISTING UTILITIES SHOWN ON THE PLANS WERE PROVIDED BY THE RESPECTIVE UTILITY COMPANIES. THE EXACT HORIZONTAL AND VERTICAL LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING IF "OTHER" UTILITIES (NOT SHOWN IN THE PLANS) EXIST WITHIN THE AREA OF CONSTRUCTION. SHOULD THERE BE UTILITY CONFLICTS THAT WERE NOT ANTICIPATED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.

12. THE PERMITTEE WILL ENSURE THAT NO UNSAFE AREA(S) FOR PEDESTRIAN WILL REMAIN DURING ANY TIME OF CONSTRUCTION. PEDESTRIAN CONTROL FOR CLOSURE OF ROADS AND SIDEWALKS SHALL BE IN ACCORDANCE WITH THE F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS INDEX SERIES 600.

13. ACCESS TO REMAIN OPEN AT ALL TIMES. THE PERMITTEE SHALL PROVIDE AND MAINTAIN SAFE TEMPORARY ACCESS TO ALL ADJACENT PROPERTY AT ALL TIMES AND SHALL MAINTAIN ACCOMMODATIONS FOR INTERSECTING AND CROSSING TRAFFIC WITHIN THE CONSTRUCTION ZONE. NO ROAD OR STREET CROSSING SHALL BE BLOCKED OR UNDULY RESTRICTED AS DETERMINED BY THE ENGINEER.

(NOT PAT OF MD-WASD NOTES NOR APPROVAL)

RER-DERM WATER-SEWER GENERAL NOTES

1. A horizontal distance of at least 6 feet, and preferably 10 feet (outside to outside), shall be maintained between gravity or pressure sewer pipes and water pipes. The minimum horizontal separation can be reduced to 3 feet for vacuum-type sewers or for gravity sewers where the top of the sewer pipe is at least 6 inches below the bottom of the water pipe. When the above specified horizontal distance criteria cannot be met due to an existing underground facility conflict, smaller separations are allowed if one of the following is met:
   a) The sewer pipes are designed and constructed equal to the water pipe and pressure tested at 150 psi.
   b) The sewer is encased in a watertight carrier pipe or concrete.
   c) The top of the sewer is at least 18 inches below the bottom of the water pipe.
2. A vertical distance of at least 12 inches (outside to outside) shall be maintained between any water and sewer mains with sewer pipes preferably crossing under water mains. The minimum vertical separation can be reduced to 6 inches for vacuum-type sewers or for gravity sewers where the sewer pipe is below the water main. The crossing shall be arranged so that all water main joints are at least 6 feet from all joints in gravity and pressure sewer pipes. This distance can be reduced to 3 feet for vacuum-type sewers. When the above specified vertical distance criteria cannot be met due to an existing underground facility conflict, smaller separations are allowed if one of the following is met:
   a) The sewer pipes are designed and constructed equal to the water pipe and pressure tested at 150 psi.
   b) The sewer is encased in a watertight carrier pipe or concrete.
3. Air release valves shall be provided at high points of new force main sanitary sewers.
4. Gravity sanitary sewers constructed within a public wellfield protection area shall be C-900 PVC or Ductile Iron Pipe. The maximum allowable exfiltration rate of gravity sanitary sewers constructed in a public wellfield protection area shall be:
   a) Residential Land Uses. Fifty (50) gallons per inch pipe diameter per mile per day, based on a minimum two (2) hour test having a minimum of two (2) feet of positive head above the crown of the pipe.
   b) Non-Residential Land Uses. Twenty (20) gallons per inch pipe diameter per mile per day, based on a minimum two (2) hour test having a minimum of two (2) feet of positive head above the crown of the pipe.
   c) Any observed leaks or any obviously defective joints or pipes shall be replaced even when the total leakage is below that allowed.
5. The maximum allowable exfiltration rate of gravity sanitary sewers constructed outside a public wellfield protection area shall be one hundred (100) gallons per inch pipe diameter per mile per day, based on a minimum two (2) hour test having a minimum of two (2) feet of positive head above the crown of the pipe. Any observed leaks or any obviously defective joints or pipes shall be replaced even when the total leakage is below that allowed.
6. Forcemain sanitary sewers constructed within a public wellfield protection area shall be ductile iron, C-900 PVC, HDPE or reinforced concrete pressure sewer pipes.
7. The maximum allowable exfiltration/leakage rate of forcemain sanitary sewers shall be:
   a) Ductile Iron, C-900 PVC, HDPE and PVC Pipe. The allowable leakage rate specified in American Water Works Association Standard (AWWAS) C600-82 at a test pressure of 100 psi for a duration of not less than two (2) hours.
   b) Reinforced Concrete Pressure Pipe. Half (1/2) the allowable leakage rate specified in AWWA C600-82 at a test pressure of 100 psi for a duration of not less than two (2) hours.
   c) Any observed leaks or any obviously defective joints or pipes shall be replaced even when the total leakage is below that allowed.
8. The contractor shall verify nature, depth, and character of existing underground utilities prior to start of construction.
9. In no case shall a contractor install utility pipes, conduits, cables, etc. in the same trench above an existing water or sewer pipe except where they cross.
10. If any area of the work site is found to contain buried solid waste and/or ground or ground water contamination, the following shall apply:
    a) All work in the area shall follow all applicable safety requirements (e.g., OSHA, etc.) and notification must be provided to the appropriate agencies.
    b) Immediately notify the Environmental Monitoring and Restoration Division (EMRD). The EMRD can be contacted at (305) 372-6700.
    c) If contaminated soils and/or buried solid waste material is excavated during construction, then they require proper handling and disposal in accordance with the local, state and federal regulations. Be advised that the landfill owner/operator is the final authority on disposal and may have requirements beyond those provided by herein. If disposal within a Miami-Dade County owned landfill (Class I landfill) is appropriate and selected, please contact the Miami-Dade County Department of Solid Waste Management at (305) 594-6666 for information.
    d) The reuse of contaminated soils that are not returned to the original excavation requires prior approval of a Soil Management Plan from the Environmental Monitoring and Restoration Division. The EMRD can be contacted at (305) 372-6700.
11. Pumps must comply with the National Electrical Code (NEC) requirements for Class I, Group D, Division 1 locations (Explosion Proof).
12. The contractor is advised that a Tree Removal/Relocation Permit may be required prior to the removal and/or relocation of tree resources. Prior to removing or relocating any trees, the Contractor shall notify the Tree and Forest Resources Section of DERM at (305) 372-6574 or via e-mail at: tfrs@miamidade.gov , or contact the municipality with tree ordinance jurisdiction to obtain any required permits. Those tree not interfering with the construction shall be protected in place in accordance with the provisions of Section 24-49.5 of the Miami-Dade Code.
13. Please note that the demolition, removal, and/or disturbance of existing underground utilities that contain asbestos- cement pipes (ACP) are subject to the provisions of 40 CFR-61 Subpart M. Therefore, pursuant to the provisions of 40 CFR-61-145, a NOTICE OF DEMOLITION OR ASBESTOS RENOVATION form must be filed with the Air Quality Management Division (AQMD) of DERM, at least ten (10) working days prior to starting of any work. Note that the backfilling and burial of crushed ACP would cause these locations to be considered active disposal sites and subject to 40 CFR-61.154, and 40 CFR-61.151 a year after project completion.
    Existing standard operating procedures, as well as applicable federal, state and local regulatory criteria, must be followed and implemented to minimize any potential release of fugitive emissions, especially during project construction activities. The AQMD can be contacted via email at asbestos@miamidade.gov or 305-372-6925.

Rev. 4/30/2018

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NOT A PART OF MDWASD NOTES NOR APPROVAL

REQUIREMENTS PER DEPARTMENT OF HEALTH

(NOT A PART OF M-DWASD REVIEW NOR APPROVAL)

NOT A PART OF MDWASD NOTES NOR APPROVAL

WATER MAIN HORIZONTAL SEPARATIONS

1. SEPARATIONS SHALL BE MEASURED OUTSIDE EDGE TO OUTSIDE EDGE.
2. BETWEEN WATER MAINS AND, STORM SEWERS, STORMWATER FORCE MAINS, OR RECLAIMED WATER LINES, SHALL BE 3 FT. MINIMUM.
3. BETWEEN WATER MAINS AND VACUUM TYPE SEWER PREFERABLY 10 FT. AND AT LEAST 3 FT. MINIMUM.
4. GRAVITY OR PRESSURE SANITARY SEWERS, WASTEWATER FORCE MAINS OR RECLAIMED WATER PREFERABLY 10 FT. AND AT LEAST 6 FT. MAY BE REDUCED TO 3 FT. WHERE BOTTOM OF WATER MAIN IS AT LEAST 6 INCHES ABOVE TOP OF SEWER.
5. 10 FT. OF ANY PART OF ON-SITE SEWER TREATMENT OR DISPOSAL SYSTEM.

WATER MAIN VERTICAL SEPARATIONS

6. SEPARATIONS BETWEEN WATER MAINS AND GRAVITY SEWER, VACUUM TYPE SEWER, OR STORM SEWERS, TO BE PREFERABLY 12 INCHES, OR AT LEAST 6 INCHES ABOVE, OR AT LEAST 12 INCHES IF BELOW.*
7. PRESSURE SANITARY SEWER, WASTEWATER OR STORM WATER FORCE MAIN, OR RECLAIMED WATER, AT LEAST 12 INCHES ABOVE OR BELOW.*

* NOTE: CENTER 1 – FULL LENGTH OF WATER MAIN PIPE AT CROSSINGS; ALTERNATIVELY ARRANGE PIPES SO JOINTS ARE AT LEAST 3 FEET FROM JOINTS IN VACUUM, STORM OR STORM FORCE MAINS. AT LEAST 6 FEET FROM JOINTS IN GRAVITY OF PRESSURE SEWERS, WASTEWATER FORCE MAINS OR RECLAIMED WATER.

TRENCH PROTECTION

TRENCH EXCAVATION PROTECTION SHALL BE ACCOMPLISHED AS REQUIRED BY THE PROVISIONS OF, PART 1926, SUBPART P, EXCAVATIONS, TRENCHING AND SHORING OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATIONS STANDARDS AND INTERPRETATIONS.

1. ALL MATERIALS AND LABOR UNDER THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE MIAMI-DADE WATER AND SEWER DEPARTMENT AND SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS AVAILABLE AND ON FILE WITH THE DEPARTMENT. SUBMIT SHOP DRAWINGS FOR ALL MATERIALS.
2. COVER OVER WATER OR SEWER FORCE MAINS SHALL BE 4'-0" MIN.
3. ALL MAIN LINE VALVES SHALL BE INSTALLED COMPLETE WITH 10" RISER PIPES AND NO. 3 OR 53 VALVE BOXES FIRE HYDRANTS AND SERVICE VALVES SHALL BE INSTALLED COMPLETE WITH 6" RISER PIPES AND NO. 2 VALVE BOXES.
4. ALL FORCE MAIN SERVICE CONNECTIONS INTO PRESSURE TRANSMISSION MAINS SHALL HAVE A SHUT OFF VALVE AND CHECK VALVE AT THE POINT OF ENTRY.
5. ALL GRAVITY SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH DEPARTMENT STANDARDS.
6. ALL WATER METERS WILL BE INSTALLED BY THE MIAMI-DADE WATER AND SEWER DEPARTMENT, PROVIDING THE APPROPRIATE CHARGES HAVE BEEN PREPAID.
7. FIRE HYDRANT REQUIREMENTS (NUMBER AND LOCATION) SHALL BE AS REQUIRED BY MIAMI-DADE COUNTY FIRE DEPARTMENT OR THE APPROPRIATE FIRE AGENCY WITH INSTALLATION IN ACCORDANCE WITH DEPARTMENT STANDARDS.
8. CONTRACTOR MUST CALL MDWASD INSPECTION DIVISION TO ARRANGE FOR A PRECONSTRUCTION MEETING 2 FULL BUSINESS DAYS PRIOR TO PROPOSED START OF CONSTRUCTION. CONTACT ONE CALL CENTER 48 HRS PRIOR TO EXCAVATION.
9. CONTRACT INSPECTOR WILL INSPECT ANY FACILITIES APPROVED BY THE DEPARTMENT. ALL OTHER REQUIREMENTS OF THE PERMITTING AGENCY SHALL BE IN ACCORDANCE WITH THEIR STANDARDS AND REQUIREMENTS.
10. WORK PERFORMED UNDER THIS PROJECT WILL NOT BE CONSIDERED AS COMPLETE UNTIL FINAL ACCEPTANCE OF THE SYSTEM BY THE DEPARTMENT AND UNTIL THE FOLLOWING DOCUMENTS ARE RECEIVED AND APPROVED BY THE DEPARTMENT:
    a. EASEMENTS, IF REQUIRED
    b. CONTRACTOR'S WAIVER AND RELEASE OF LIEN
    c. ABSOLUTE BILL OF SALE
    d. i. CONTRACTOR'S LETTER OF WARRANTY (I.E., LETTER AGREEMENT)
       ii DEVELOPER'S CONTRACT BOND (I.E., CONTRACT AGREEMENT).
    e. "RECORD DRAWING" PRINTS (24"x 36") SHOWING SPECIFIC LOCATIONS, DEPTH, ETC. OF ALL WATER AND SEWER FACILITIES AS LOCATED BY A LICENSED SURVEYOR & MAPPER, ALONG WITH PRINTS OF "RECORD DRAWINGS" WHICH HAVE BEEN SIGNED AND SEALED BY A REGISTERED SURVEYOR & MAPPER. (No. OF PRINTS: 3-FOR WATER, 4-FOR GRAVITY SEWER AND 5-FOR FORCE MAIN OR PUMP STATION PROJECTS). Submittal of final CAD Files required.
    f. H.R.S. LETTER OF RELEASE REQUIRED FOR ALL WATER PROJECTS
    g. BILL OF SALE SKETCH (8½"x 11") FOR WATER AND SEWER, SEPARATELY
11. ALL NEW CONNECTIONS FROM EXISTING DEPARTMENT MAINS TO BE MADE BY DEPARTMENT FORCES ONLY. THE CONTRACTOR TO EXCAVATE AT REQUIRED LOCATIONS, PROVIDE AND INSTALL MATERIAL WITH FITTINGS, PRIOR TO TAP.
12. AN APPROVED PAVING AND DRAINAGE PLAN MUST BE SUBMITTED TO MDWASD FOR ALL NEW SUBDIVISIONS PRIOR TO APPROVAL OF WATER AND SEWER PERMIT PLANS, UPON REQUEST.
13. UNLESS OTHERWISE SPECIFIED, ALL TAPS 20 INCHES AND SMALLER FOR CONNECTIONS TO EXISTING MAINS WILL BE DONE BY DEPARTMENT FORCES. UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR BE PERMITTED TO TAP EXISTING MAINS IN THE SIZE RANGE SPECIFIED ABOVE. THE TAPPING SLEEVE AND TAPPING VALVE ARE FURNISHED AND INSTALLED BY THE CONTRACTOR UNDER THE SUPERVISION OF THE INSPECTOR.

ITEM	CROSS REF.	SPEC. REF.

ISSUE DATE	APPROVED BY
03/01/2010	V.F.C.
07/20/2016	D.V.

MIAMI-DADE COUNTY — Delivering Excellence Every Day — WATER & SEWER DEPARTMENT

STANDARD DETAIL: STANDARD REQUIREMENTS WATER AND SEWER CONSTRUCTION

GS 0.5 — SHEET 1 OF 2

1. AT THE COMPLETION OF ANY WATER AND SEWER JOB EITHER DONATION OR CONTRACT, THE CONTRACTOR SHALL SUBMIT:
   a. RECORD DRAWING PRINTS WHICH HAVE BEEN SIGNED AND SEALED BY A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER (QTY. OF PRINTS AS REQUIRED BY THE DEPARTMENT).
2. "RECORD DRAWING" FORMAT:
   a. 24"x 36" PRINTS
   b. PDF FILE
   c. CADD FILE (DWG OR DXF) ROTATED AND TRANSLATED TO STATE PLANE COORDINATES NAD 83 FLORIDA EAST ZONE
   d. THE WORDS "RECORD DRAWING" IN LARGE LETTERS
   e. TITLE BLOCK WITH DEPARTMENT DS, DW OR ER NUMBER AND PERTINENT INFORMATION
   f. PREFERRED SCALE TO BE 1"= 40' HORIZONTALLY AND 1"= 4' VERTICALLY*
   g. STREET NOMENCLATURE
   h. SEPARATE RECORD DRAWINGS FOR WATER AND SEWER
   i. SEPARATE WATER AND SEWER PROFILE
   j. STATIONING STARTING WITH 0+00 AT PERMANENT REFERENCE POINT (I.E. ℄, ∄, ETC.) OR AS SHOWN ON DESIGN PERMIT PLANS, AND TO RUN CONTINUOUSLY TO END OF MAIN
   k. EASEMENTS, IF ANY, TIED TO PERMANENT REFERENCE POINT
   l. IDENTIFY ALL CONTROL LINES (I.E. BLDG. LINE, PROPERTY LINE, R/W, ETC.)
   m. ALL "PROPOSED" INFORMATION TO BE REMOVED FROM PRINTS, LEAVING ONLY RECORD DRAWING INFORMATION REFLECTED IN DRAWINGS
3. WATER "RECORD DRAWINGS" MUST INCLUDE:
   a. PLANS SHOWING PIPE SIZE, MATERIAL AND OFFSET OF MAIN, DEFLECTIONS (IF ANY), STATION OF SERVICES, HYDRANTS, VALVES, FITTINGS, IF ANY, ALL IN STATE PLANE COORDINATES. UTILITY CROSSINGS SHALL BE CLEARLY IDENTIFIED AND LOCATED.
   b. PROFILE SHOWING TOP OF GROUND AND TOP OF PIPE ELEVATIONS AT EVERY 100' STATION AND AT ANY CHANGE IN GRADE (WITH CORRESPONDING STATION), PIPE SIZE AND PIPE MATERIALS REFERENCED TO PLAN.
4. SEWER "RECORD DRAWINGS" MUST INCLUDE:
   a. PLAN SHOWING MANHOLE NUMBER, PIPE SIZE AND PIPE MATERIAL OF PIPE, DEFLECTION, SLOPE OF GRAVITY SEWER, LOCATION OF LATERALS WITH REFERENCE TO MANHOLE AND CLEANOUTS.
   b. THE NORTHERLY AND EASTERLY COORDINATES ON ALL FIELD OBTAINED MEASUREMENTS AND PROVIDED ON ALL RECORD DRAWING SUBMITTALS
   c. PROFILE SHOWING MANHOLE NUMBER (AS PER PLAN), RIM AND INVERT ELEVATIONS (IF MORE THAN ONE INVERT, LABEL NORTH, SOUTH, ETC.), AND STATION STARTING AT 0+00 AT DOWNSTREAM MANHOLE.
5. FORCE MAIN "RECORD DRAWING" SAME AS WATER MAIN.
6. EACH RECORD DRAWING SHALL SHOW THE FLORIDA STATE PLANE COORDINATES (CURRENT READJUSTMENT) OF ALL THE MANHOLES AND VALVES AND OF AT LEAST TWO HORIZONTAL CONTROL POINTS PROPERLY IDENTIFIED AND LOCATED WITHIN THE PROJECT.

* OTHER SCALE MAY BE PERMITTED, BUT MUST BE APPROVED BY THE DEPARTMENT PRIOR TO PREPARATION OF DRAWINGS.

ITEM	CROSS REF.	SPEC. REF.

ISSUE DATE	APPROVED BY
03/11/2009	V.F.C.
07/20/2016	D.V.

MIAMI-DADE COUNTY — Delivering Excellence Every Day — WATER & SEWER DEPARTMENT

STANDARD DETAIL: "RECORD DRAWING" REQUIREMENTS

GS 0.5 — SHEET 2 OF 2

NOTES:

1. FOR CONNECTIONS TO VCP, THE CONTRACTOR SHALL TELEVISE THE VCP PIPE BEFORE AND AFTER INSTALLATION. IF LINER IS PRESENT, CONNECTION TO MAIN SHALL BE PER SS 3.2.
2. ALL EXISTING MAINS BEING IMPACTED BY THIS PROJECT AND ALL PROPOSED WATER AND SEWER FORCE MAINS AND FITTINGS TO BE RESTRAINED PER GS 2.0.
3. ANY EXISTING PUBLIC WATER SERVICE WITHIN THE PROPERTY IN CONFLICT WITH THE PROPOSED DEVELOPMENT MUST BE REMOVED AFTER ANY ASSOCIATED EASEMENT IS CLOSED AND RELEASED AS APPLICABLE.
4. LOCATION AND SIZE OF FIRE LINE TO BE REVIEWED AND APPROVED BY FIRE DEPT.
5. THE FOLLOWING ACTIVITIES ON EXISTING WATER SERVICES AND/OR EXISTING WATER MAIN SUCH AS:

- CUT AND PLUGS
- WATER MAIN OFFSETS
- INTERCONNECTIONS
- SERVICE INSTALLATIONS / RETIREMENTS / SERVICE TRANSFERS
- HYDRANT INSTALLATIONS / RETIREMENTS / RELOCATIONS
- ANY WORK THAT MAY AFFECT THE QUALITY AND/OR QUANTITY OF WASD'S WATER, TRANSMISSION AND DISTRIBUTION SYSTEM

SHALL BE PERFORMED BY A LICENSED CONTRACTOR UNDER THE SUPERVISION OF WASD LICENSED OPERATOR AND WASD DONATIONS INSPECTOR UNDER THE SCOPE AND JURISDICTION OF THE CONTRACTOR'S RIGHT-OF-WAY PERMIT. PRIOR TO ANY WORK BEING DONE, THE LICENSED CONTRACTOR SHALL COORDINATE WITH WASD DONATION INSPECTOR FOR THE SCHEDULING OF LICENSED OPERATOR TO BE PRESENT FOR PROPOSED ACTIVITY

FOR ALL PROJECTS WHERE REMOVAL OF UTILITY LINE IS PROPOSED:

1. ALL EXISTING UTILITIES BEING REMOVED AND/OR RELOCATED MUST REMAIN ACTIVE AND IN SERVICE, UNTIL SUCH TIME WHEN NEW REPLACING UTILITIES HAVE BEEN INSTALLED, IN SERVICE, ACCEPTED BY THE DEPARTMENT AND ALL RELATED SERVICES FROM THE EXISTING MAINS HAVE BEEN TRANSFERRED TO THE NEW ONES, BY M-DWASD FORCES AT OWNER'S EXPENSE AS APPLICABLE.
2. ALL WATER AND/OR SEWER FACILITIES LOCATED IN PRIVATE PROPERTY SHALL BE REMOVED AFTER ALL INSTALLED SERVICES FROM THEM HAVE BEEN TRANSFERRED TO THE ALREADY INSTALLED AND IN SERVICE NEW MAINS. ANY ASSOCIATED EXCLUSIVE EASEMENTS SHALL BE CLOSED AND RELEASED AFTER THE REMOVAL OF THE EXISTING WATER AND/OR SEWER FACILITIES.
3. ALL EXISTING FIRE HYDRANTS SHALL BE RECONNECTED TO THE PROPOSED WM. FIELD OPERATIONS SECTION WILL COORDINATE IN THE FIELD WITH WATER DISTRIBUTION DIVISION TO DETERMINE IF AN EXISTING FIRE HYDRANT SHALL BE REPLACED AS NEEDED OR REQUIRED.

Kimley»Horn

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2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

ALBERTO ANTONIO MORA — LICENSE — No. 58710 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

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DATE: 7/25/2025

KHA PROJECT #044800028
DATE JULY 2025
SCALE AS SHOWN
DESIGNED BY MCP
DRAWN BY EA
CHECKED BY AAM

No.	REVISIONS	DATE	BY

ELEVATIONS (IF SHOWN HEREON) REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29)

CAUTION!! CONTRACTOR SHALL VERIFY PRESENCE AND EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

Sunshine811 — Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked. *Check positive response codes before you dig!*

SCHEMATIC SET - NOT FOR CONSTRUCTION

WATER AND SEWER NOTES

PROJECT ADDRESS

8000 East Dr, North Bay Village, FL 33141

8000 EAST DRIVE

PREPARED FOR
HARBOR ISLAND
DEVELOPMENT COMPANY, LLC.

NORTH BAY VILLAGE FL

SHEET NUMBER

C-500

Posted By:Ramos, Samuel Sheet Set:8000 EAST DRIVE Layout:C-500 WATER AND SEWER NOTES July 25, 2025 01:17:09pm K:\mib_civil\044800028 — Harbor Island\Civil\CADD\plansheets\C-500 WATER AND SEWER NOTES.dwg
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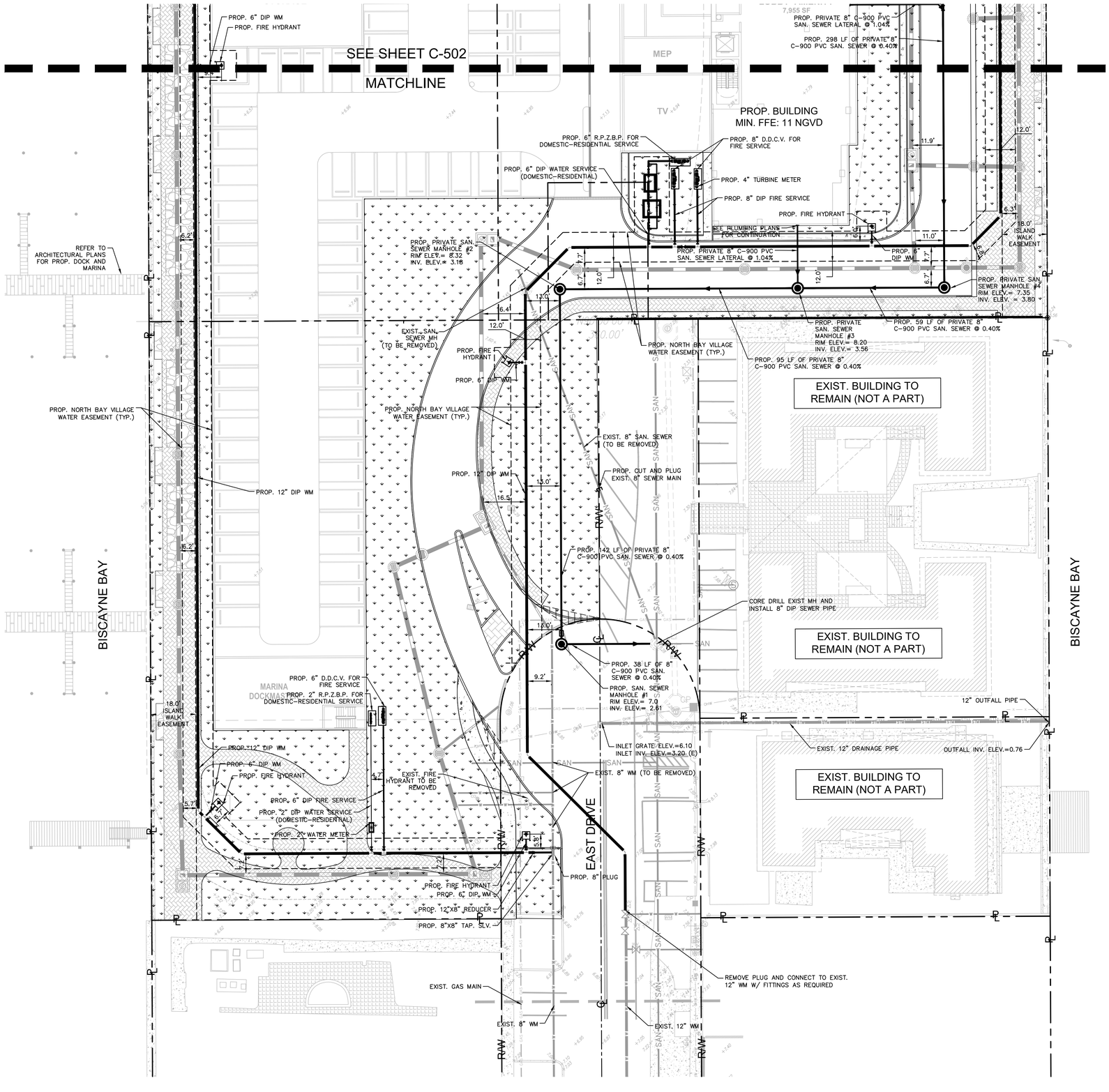


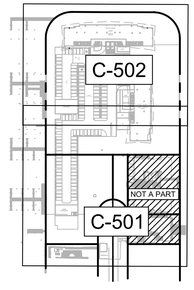


GRAPHIC SCALE IN FEET
0 10 20 40

LEGEND:

- R/W — P/L — RIGHT-OF-WAY LINE OR PROPERTY LINE
- C/L — CENTER LINE OF ROADWAY
- M/L — MONUMENT LINE OF ROADWAY
- L — LOT LINE
- PROP. PAVERS (REFER TO LANDSCAPE PLANS FOR DETAILS AND SPECIFICATIONS)
- PROP. PERVIOUS PAVERS (REFER TO LANDSCAPE PLANS FOR DETAILS AND SPECIFICATIONS)
- PROP. LANDSCAPE AREA
- PROP. 6" THICK 3,000 PSI CONCRETE PAVEMENT

30" MINIMUM COVER TO FINISHED GRADE FOR PROPOSED UTILITIES



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DATE: 7/25/2025

KHA PROJECT	#044800028
DATE	JULY 2025
SCALE	AS SHOWN
DESIGNED BY	MCP
DRAWN BY	EA
CHECKED BY	AAM

No.	REVISIONS	DATE	BY

ELEVATIONS (IF SHOWN HEREON) REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29)

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Check positive response codes before you dig!

SCHEMATIC SET - NOT FOR CONSTRUCTION

WATER AND SEWER PLAN

PROJECT ADDRESS
8000 East Dr, North Bay Village, FL 33141

8000 EAST DRIVE

PREPARED FOR
HARBOR ISLAND DEVELOPMENT COMPANY, LLC.
NORTH BAY VILLAGE FL

SHEET NUMBER
C-501

Plotted By:Romaja Samuel Sheet Set:8000 EAST DRIVE Layout:C-501 WATER AND SEWER PLAN July 25, 2025 01:17:28pm K:\nb_civil\044800028 - Harbor Island\CIVIL\CADD\plansheets\C-501 WATER AND SEWER PLAN.dwg
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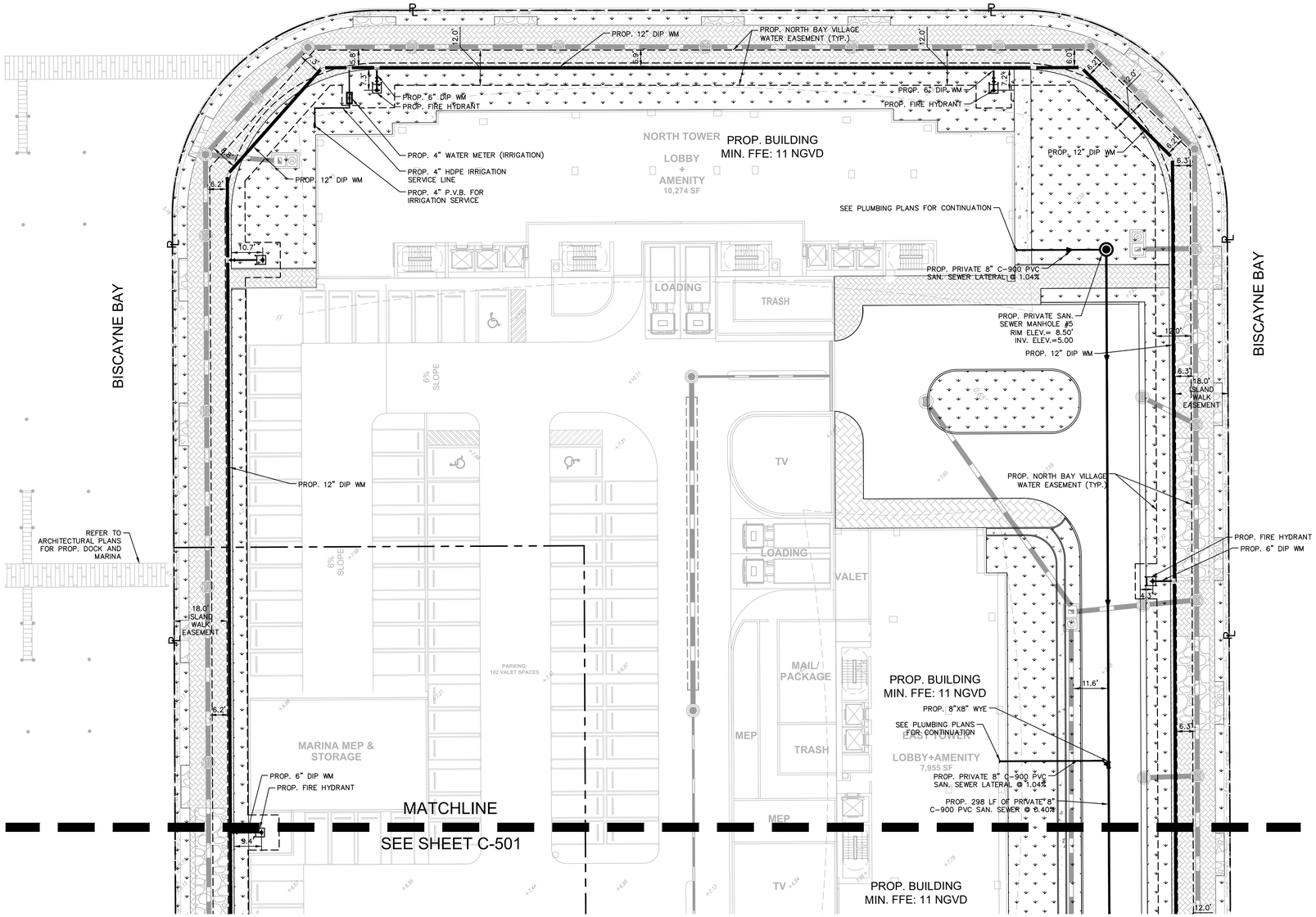

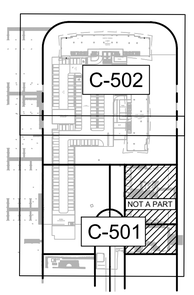

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

LEGEND:

- R/W — P.L. — RIGHT-OF-WAY LINE OR PROPERTY LINE
- C.L. — CENTER LINE OF ROADWAY
- M.L. — MONUMENT LINE OF ROADWAY
- L — LOT LINE
- PROP. PAVERS (REFER TO LANDSCAPE PLANS FOR DETAILS AND SPECIFICATIONS)
- PROP. PERVIOUS PAVERS (REFER TO LANDSCAPE PLANS FOR DETAILS AND SPECIFICATIONS)
- PROP. LANDSCAPE AREA
- PROP. 6" THICK 3,000 PSI CONCRETE PAVEMENT

30" MINIMUM COVER TO FINISHED GRADE FOR PROPOSED UTILITIES

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DATE: 7/25/2025

KHA PROJECT	#044800028
DATE	JULY 2025
SCALE	AS SHOWN
DESIGNED BY	MCP
DRAWN BY	EA
CHECKED BY	AAM

No.	REVISIONS	DATE	BY

ELEVATIONS (IF SHOWN HEREON) REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29)

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SCHEMATIC SET - NOT FOR CONSTRUCTION

WATER AND SEWER PLAN

PROJECT ADDRESS
8000 East Dr, North Bay Village, FL 33141

8000 EAST DRIVE

PREPARED FOR
HARBOR ISLAND
DEVELOPMENT COMPANY, LLC.
NORTH BAY VILLAGE FL

SHEET NUMBER
C-502

Plotted By:Ramos, Samuel Sheet Set:8000 EAST DRIVE Layout:C-502 WATER AND SEWER PLAN July 25, 2025 01:17:31pm K:\mia_civil\044800028 - harbor island\CIVIL\CADD\plansheets\C-501 WATER AND SEWER PLAN.dwg
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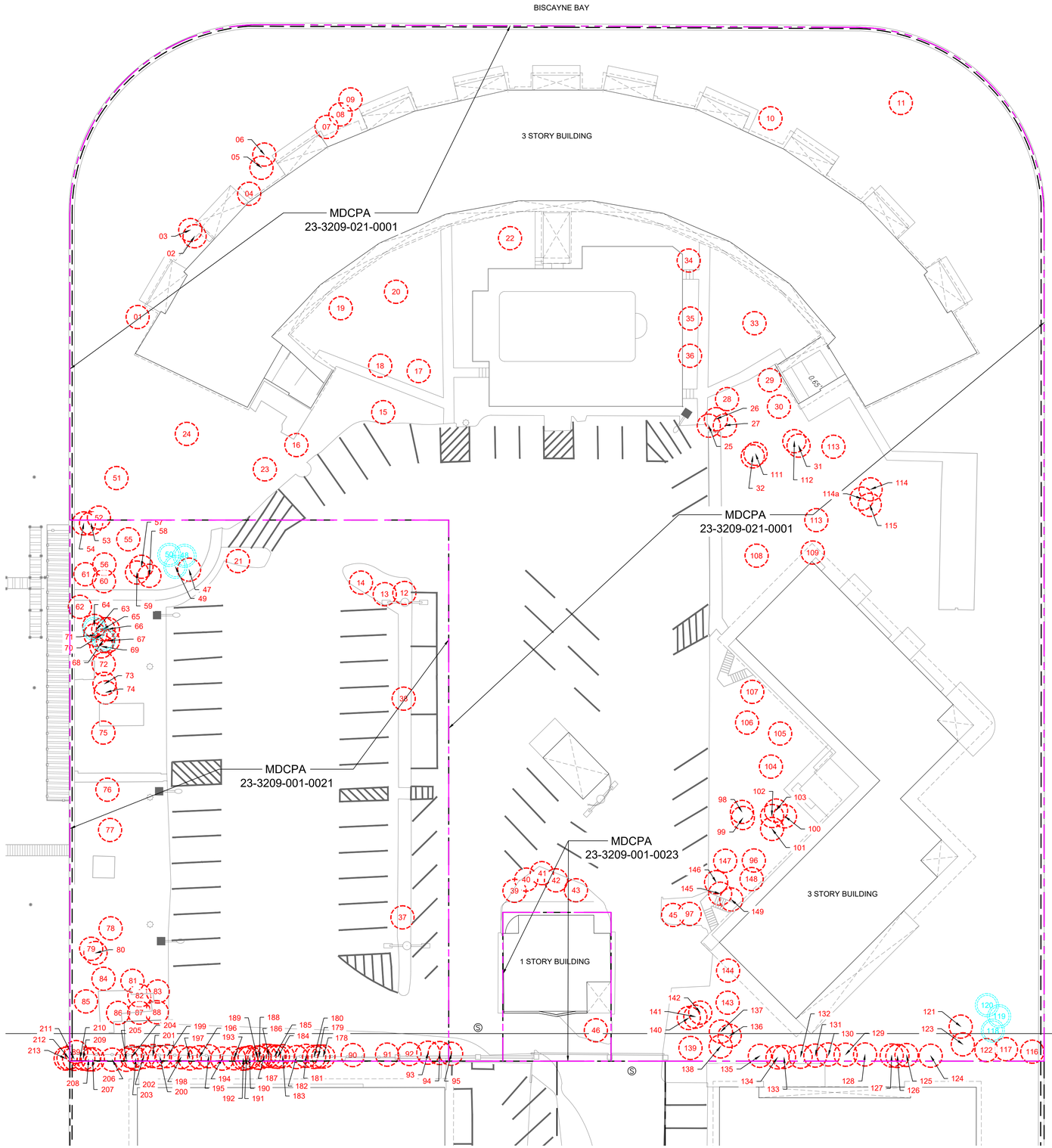


TREE DISPOSITION PLAN

Scale: 1" = 30'-0"

NORTH

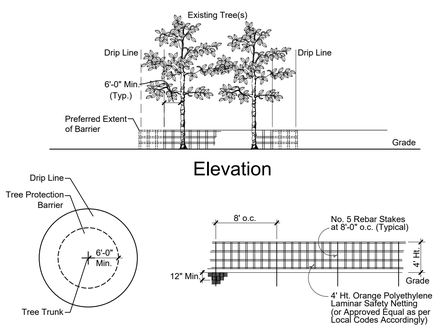
SYMBOL LEGEND

- #x — Tree to Remove
- #x — Tree to Remain
- #x — Tree to Relocate

Mitigation	
Total SqFt TREE Canopy Removed	14,529
Total SqFt Specimen TREE Canopy Removed (x2)	6,442
Total SqFt PALM Canopy Removed	23,763
Total Credits Required	**44,734**

ANY MITIGATION SHORTFALL WILL BE CONVERTED INTO A TREE TRUST FUND CONTRIBUTION
REFER TO LANDSCAPE PLANS FOR EXACT SPECIES AND LOCATION

Note: Protective barriers shall be placed around each tree, cluster of trees, or the edge of the preservation area no less than six (6) feet (in radius) from the trunk of any protected tree cluster or preservation area unless a lesser distance is specified by the Department. Protective barriers shall be a minimum of four (4) feet above ground level and shall be constructed of wood, plastic or metal, and shall remain in place until development is completed and the Department has authorized their removal. Protective barriers shall be in place prior to the start of any construction.



Tree Protection Barrier Detail

WITKIN HULTS + PARTNERS
307 south 21st avenue hollywood, florida
phone: 954.923.3801 facsimile: 954.923.9889
www.witkindesign.com

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Project:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
NORTH BAY VILLAGE
FOLIO'S
23-3209-001-0021, 23-3209-001-023, and 23-3209-021-001
TREE DISPOSITION PLAN

Revisions: Date: By:

Seal:
REGISTERED LANDSCAPE ARCHITECT — LA0000889 — STATE OF FLORIDA
Lic. # LA0000889
Member: A.S.L.A.

Drawing: Tree Disposition Plan
Date: 07/25/2025
Scale: See Left
Drawn by: SC
Sheet No.:

TD-1

Ref. #	Scientific name	Common name	Classification	Disposition	DBH	H/Ct (ft)	Canopy (ft)	Canopy (sqft)	Condition	TPZ
1	*Sabal palmetto*	Sabal palm	PALM	REMOVE	12"	8	10	79	Good	4'
2	*Sabal palmetto*	Sabal palm	PALM	REMOVE	0	2	12	113	Good	4'
3	*Washingtonia filifera*	Washingtonia palm	PALM	REMOVE	0	2	10	79	Good	4'
4	*Thrinax radiata*	Florida thatch palm	PALM	REMOVE	0	1	10	79	Good	4'
5	*Schefflera actinophylla*	Umbrella tree	TREE	REMOVE	14"	28	20		Invasive	5'
6	*Ptychosperma elegans*	Solitare palm	PALM	REMOVE	4"	12	10	79	Good	4'
7	*Dypsis lutescens*	Areca palm	PALM	REMOVE	0	4	10	79	Good	4'
8	*Schefflera actinophylla*	Umbrella tree	TREE	REMOVE	18"	18	12		Invasive	6'
9	*Schefflera actinophylla*	Umbrella tree	TREE	REMOVE	24"	14	14		Invasive	6'
10	*Ptychosperma elegans*	Solitare palm	PALM	REMOVE	3"	13	12	113	Good	4'
11	*Phoenix canariensis*	Canary Island date	PALM	REMOVE	25"	28	28	616	Good	6'
12	*Livistona chinensis*	Chinese fan palm	PALM	REMOVE	6"	5	8	50	Good	4'
13	*Livistona chinensis*	Chinese fan palm	PALM	REMOVE	7"	5	8	50	Good	4'
14	*Livistona chinensis*	Chinese fan palm	PALM	REMOVE	7"	6	8	50	Good	4'
15	*Dypsis lutescens*	Areca palm	PALM	REMOVE	86"	18	28	616	Moderate	4'
16	*Washingtonia filifera*	Washingtonia palm	PALM	REMOVE	11"	45	10	79	Good	5'
17	*Hyophorbe lagenicaulis*	Spindle palm	PALM	REMOVE	6"	5	8	50	Good	4'
18	*Dypsis lutescens*	Areca palm	PALM	REMOVE	56"	20	30	707	Moderate	4'
19	*Dypsis lutescens*	Areca palm	PALM	REMOVE	58"	28	30	707	Moderate	4'
20	*Washingtonia filifera*	Washingtonia palm	PALM	REMOVE	15"	35	16	201	Good	5'
21	*Washingtonia filifera*	Washingtonia palm	PALM	REMOVE	14"	30	10	79	Moderate	5'
22	*Dypsis lutescens*	Areca palm	PALM	REMOVE	58"	20	30	707	Moderate	4'
23	*Washingtonia filifera*	Washingtonia palm	PALM	REMOVE	10"	40	12	113	Moderate	5'
24	*Handroanthus chrysanthus*	Yellow trumpet tree	TREE	REMOVE	13"	23	34	908	Good	8'
25	*Adonidia merrillii*	Christmas palm	PALM	REMOVE	6"	9	8	50	Good	4'
26	*Adonidia merrillii*	Christmas palm	PALM	REMOVE	6"	11	8	50	Good	4'
27	*Adonidia merrillii*	Christmas palm	PALM	REMOVE	6"	8	10	79	Good	4'
28	*Adonidia merrillii*	Christmas palm	PALM	REMOVE	7"	11	10	79	Good	4'
29	*Dypsis lutescens*	Areca palm	PALM	REMOVE	56"	25	28	616	Moderate	4'
30	*Ptychosperma elegans*	Solitare palm	PALM	REMOVE	3"	12	14	154	Good	4'
31	*Not found on survey*									
32	*Not found on survey*									
33	*Dypsis lutescens*	Areca palm	PALM	REMOVE	82"	28	45	1590	Moderate	4'
34	*Adonidia merrillii*	Christmas palm	PALM	REMOVE	7"	14	12	113	Moderate	4'
35	*Syagrus romanzoffiana*	Queen palm	PALM	REMOVE	8"	12	28	616	Good	4'
36	*Syagrus romanzoffiana*	Queen palm	PALM	REMOVE	10"	12	24	453	Moderate	4'
37	*Not found on survey*									
38	*Not found on survey*									
39	*Dypsis lutescens*	Areca palm	PALM	REMOVE	0	1	8	50	Good	3'
40	*Dypsis lutescens*	Areca palm	PALM	REMOVE	22"	14	10	79	Poor	4'
41	*Dypsis lutescens*	Areca palm	PALM	REMOVE	58"	18	18	255	Moderate	4'
42	*Dypsis lutescens*	Areca palm	PALM	REMOVE	20"	16	14	154	Poor	4'
43	*Dypsis lutescens*	Areca palm	PALM	REMOVE	36"	20	12	113	Poor	4'
44	*Adonidia merrillii*	Christmas palm	PALM	REMOVE	4"	6	8	50	Good	4'
45	*Not onsite*			REMAIN						
46	*Phoenix sylvestris*	Silver palm	PALM	REMOVE	9"	15	22	380	Moderate	4'
47	*Adonidia merrillii*	Christmas palm	PALM	REMOVE	6"	8	8	50	Good	4'
48	*Cocos nucifera*	Coconut palm	PALM	RELOCATE	8"	18	26	531	Good	5'
49	*Cocos nucifera*	Coconut palm	PALM	RELOCATE	9"	18	26	531	Good	5'
50	*Cocos nucifera*	Coconut palm	PALM	RELOCATE	7"	16	24	453	Good	5'
51	*Phoenix canariensis*	Canary Island date	PALM	REMOVE	25"	22	28	616	Good	6'
52	*Cocos nucifera*	Coconut palm	PALM	REMOVE	7"	8	22	380	Moderate	5'
53	*Cocos nucifera*	Coconut palm	PALM	REMOVE	9"	13	24	453	Moderate	5'
54	*Cocos nucifera*	Coconut palm	PALM	REMOVE	7"	14	24	453	Moderate	5'
55	*Adonidia merrillii*	Christmas palm	PALM	REMOVE	6"	7	10	79	Good	4'
56	*Bursera simaruba*	Gumbo limbo	TREE	REMOVE	13"	12	20	314	Poor	6'
57	*Livistona chinensis*	Chinese fan palm	PALM	REMOVE	7"	7	14	154	Good	4'
58	*Livistona chinensis*	Chinese fan palm	PALM	REMOVE					Dead	
59	*Livistona chinensis*	Chinese fan palm	PALM	REMOVE	7"	7	14	154	Good	4'
60	*Sabal palmetto*	Sabal palm	PALM	REMOVE	15"	10	16	201	Good	4'
61	*Washingtonia filifera*	Washingtonia palm	PALM	REMOVE	12"	35	14	154	Moderate	5'
62	*Adonidia merrillii*	Christmas palm	PALM	REMOVE	0	3	6	28	Good	4'
63	*Cocos nucifera*	Coconut palm	PALM	REMOVE	7"	10	26	531	Moderate	5'
64	*Adonidia merrillii*	Christmas palm	PALM	REMOVE	0	4	8	50	Good	4'
65	*Cocos nucifera*	Coconut palm	PALM	REMOVE	0	1	10	79	Moderate	4'
66	*Cocos nucifera*	Coconut palm	PALM	REMOVE	8"	15	26	531	Moderate	5'
67	*Cocos nucifera*	Coconut palm	PALM	RELOCATE	6"	7	22	380	Good	5'
68	*Phoenix canariensis*	Canary Island date	PALM	REMOVE	0	0	8	50	Good	3'
69	*Dypsis decaryi*	Triangle palm	PALM	REMOVE	12"	5	18	255	Good	5'
70	*Adonidia merrillii*	Christmas palm	PALM	REMOVE	4"	5	10	79	Good	4'
71	*Cocos nucifera*	Coconut palm	PALM	RELOCATE	0	2	12	113	Good	4'
72	*Washingtonia filifera*	Washingtonia palm	PALM	REMOVE	11"	32	16	201	Good	5'
73	*Washingtonia filifera*	Washingtonia palm	PALM	REMOVE	10"	30	12	113	Good	5'
74	*Dypsis lutescens*	Areca palm	PALM	REMOVE	10"	12	14	154	Poor	4'
75	*Dypsis lutescens*	Areca palm	PALM	REMOVE	54"	18	26	531	Moderate	4'
76	*Ficus benjamina*	Weeping fig	TREE	REMOVE	24"	11	16	201	Poor	4'
77	*Dypsis lutescens*	Areca palm	PALM	REMOVE	51"	20	24	452	Moderate	4'
78	*Adonidia merrillii*	Christmas palm	PALM	REMOVE	4"	12	8	50	Good	4'
79	*Sabal palmetto*	Sabal palm	PALM	REMOVE	15"	12	16	201	Good	4'
80	*Dypsis lutescens*	Areca palm	PALM	REMOVE	63"	18	26	531	Moderate	4'
81	*Veitchia montgomeryana*	Montgomery palm	PALM	REMOVE	7"	8	18	255	Good	4'
82	*Adonidia merrillii*	Christmas palm	PALM	REMOVE	6"	8	10	79	Good	4'
83	*Adonidia merrillii*	Christmas palm	PALM	REMOVE	6"	7	10	79	Good	4'
84	*Ptychosperma elegans*	Solitare palm	PALM	REMOVE	3"	12	6	28	Good	4'
85	*Veitchia montgomeryana*	Montgomery palm	PALM	REMOVE	4"	7	16	201	Good	4'
86	*Dypsis lutescens*	Areca palm	PALM	REMOVE	10"	12	14	154	Moderate	4'
87	*Dypsis lutescens*	Areca palm	PALM	REMOVE	24"	12	10	79	Moderate	4'
88	*Washingtonia filifera*	Washingtonia palm	PALM	REMOVE	0	0	6	28	Good	4'
89	*Sabal palmetto*	Sabal palm	PALM	REMOVE	0	0	12	113	Good	4'
90	*Tabebuia heterphylla*	Pink trumpet tree	TREE	REMOVE	7"	25	18	255	Moderate	6'
90a	*Plumeria obtusa*	White plumeria	TREE	REMOVE	3"	9	5	20	Poor	3'
91	*Dypsis lutescens*	Areca palm	PALM	REMOVE	0	4	5	20	Poor	3'
92	*Dypsis lutescens*	Areca palm	PALM	REMOVE	2"	6	6	28	Poor	3'
93	*Dypsis lutescens*	Areca palm	PALM	REMOVE	5"	6	8	50	Poor	3'
94	*Cocos nucifera*	Coconut palm	PALM	REMOVE	8"	15	26	531	Moderate	5'
95	*Tabebuia heterphylla*	Pink trumpet tree	TREE	REMOVE	8"	14	15	177	Poor	5'
96	*Caesalpinia pulcherrima*	Dwarf poinciana	TREE	REMOVE	5"	15	14	154	Poor	4'
97	*Dypsis lutescens*	Areca palm	PALM	REMOVE	24"	22	24	452	Moderate	4'
98	*Ptchosperma elegans*	Solitare palm	PALM	REMOVE	3"	12	16	201	Good	4'
99	*Polyscias balfouriana*	Balfour aralia	TREE	REMOVE	2"	7	6	28	Moderate	3'
100	*Dracaena reflexa*	Pleomele	TREE	REMOVE	3"	14	12	113	Good	3'
101	*Ptychosperma elegans*	Solitare palm	PALM	REMOVE	3"	11	16	201	Good	4'
102	*Ptychosperma elegans*	Solitare palm	PALM	REMOVE	3'	12	16	201	Good	4'
103	***Pongamia pinnata***	**Pongam**	TREE	**REMOVE**	**29"**	**60**	**40**	**1257**	**Poor**	**10'**
104	*Dracaena reflexa*	Pleomele	TREE	REMOVE	6"	17	14	154	Good	3'
105	*Washingtonia filifera*	Washingtonia palm	PALM	REMOVE	11"	22	16	201	Good	5'
106	***Pongamia pinnata***	**Pongam**	TREE	**REMOVE**	**39"**	**70**	**50**	**1964**	**Moderate**	**12'**
107	*Livistona chinensis*	Chinese fan palm	PALM	REMOVE	0	2	16	201	Good	4'
108	*Cocos nuifera*	Coconut palm	PALM	REMOVE	11"	32	28	616	Moderate	5'
109	*Ptychosperma elegans*	Solitare palm	PALM	REMOVE	3"	25	7	39	Good	4'

110	*Phoenix canariensis*	Canary Island date	PALM	REMOVE	26"	25	26	531	Good	6'
111	*Washingtonia filifera*	Washingtonia palm	PALM	REMOVE	12"	35	14	154	Good	5'
112	*Washingtonia filifera*	Washingtonia palm	PALM	REMOVE	13"	40	10	79	Moderate	5'
113	*Conocarpus erectus serecius*	Silver buttonwood	TREE	REMOVE	17"	28	55	2376	Good	10'
114	*Coccoloba uvifera*	Seagrape	TREE	REMOVE	17"	50	45	1590	Moderate	10'
114a	*Coccoloba uvifera*	Seagrape	TREE	REMOVE	8"	18	8	50	Poor	5'
115	*Coccoloba uvifera*	Seagrape	TREE	REMOVE	17"	50	60	2827	Moderate	10'
116	*Coccoloba uvifera*	Seagrape	TREE	REMOVE	9'	18	18	255	Moderate	6'
117	*Coccoloba uvifera*	Seagrape	TREE	REMOVE	17"	35	22	380	Moderate	8'
118	*Cocos nucifera*	Coconut palm	PALM	RELOCATE	7"	9	26	531	Good	5'
119	*Cocos nucifera*	Coconut palm	PALM	RELOCATE	8"	25	28	616	Good	5'
120	*Cocos nucifera*	Coconut palm	PALM	RELOCATE	9"	20	26	531	Good	5'
121	*Cocos nucifera*	Coconut palm	PALM	REMOVE	8"	26	28	616	Moderate	5'
122	*Coccoloba uvifera*	Seagrape	TREE	REMOVE	5"	25	16	201	Poor	5'
123	*Coccoloba uvifera*	Seagrape	TREE	REMOVE	17"	35	22	380	Moderate	10'
124	*Coccoloba uvifera*	Seagrape	TREE	REMOVE	17"	40	32	804	Moderate	10'
125	*Coccoloba uvifera*	Seagrape	TREE	REMOVE	7"	35	18	255	Moderate	6'
126	*Coccoloba uvifera*	Seagrape	TREE	REMOVE	17"	45	18	255	Moderate	10'
127	*Coccoloba uvifera*	Seagrape	TREE	REMOVE	17"	45	16	201	Moderate	10'
128	*Coccoloba uvifera*	Seagrape	TREE	REMOVE	15"	45	20	314	Moderate	10'
129	*Coccoloba uvifera*	Seagrape	TREE	REMOVE	16"	30	15	177	Poor	8'
130	*Coccoloba uvifera*	Seagrape	TREE	REMOVE	15"	25	12	113	Poor	8'
131	*Coccoloba uvifera*	Seagrape	TREE	REMOVE	17"	45	20	314	Moderate	10'
132	*Coccoloba uvifera*	Seagrape	TREE	REMOVE	17"	50	28	616	Moderate	10'
133	*Coccoloba uvifera*	Seagrape	TREE	REMOVE	11"	35	12	113	Poor	8'
134	*Coccoloba uvifera*	Seagrape	TREE	REMOVE	17"	45	20	314	Poor	10'
135	*Coccoloba uvifera*	Seagrape	TREE	REMOVE	17"	35	28	616	Moderate	10'
136	*Veitchia montgomeryana*	Montgomery palm	PALM	REMOVE	5"	25	16	201	Good	4'
137	*Veitchia montgomeryana x 2 tks*	Montgomery palm	PALM	REMOVE	16"	14	18	255	Good	4'
138	*Veitchia montgomeryana x 3 tks*	Montgomery palm	PALM	REMOVE	21"	28	36	1018	Good	5'
139	*Veitchia montgomeryana*	Montgomery palm	PALM	REMOVE	5"	7	16	201	Good	4'
140	*Phoenix reclinata*	Senegal date palm	PALM	REMOVE	9"	18	26	531	Moderate	5'
141	*Is 141*									
142	*Is 141*									
143	*Senna polyphylla*	Desert cassia	TREE	REMOVE	6"	9	18	255	Moderate	4'
144	*Dypsis lutescens*	Areca palm	PALM	REMOVE	2"	5	12	113	Moderate	4'
145	*Ptychosperma elegans*	Solitare palm	PALM	REMOVE	3"	20	8	50	Good	4'
146	*Ptychosperma elegans*	Solitare palm	PALM	REMOVE	3"	25	8	50	Good	4'
147	*Ptychosperma elegans*	Solitare palm	PALM	REMOVE	3"	28	8	50	Good	4'
148	*Ptychosperma elegans*	Solitare palm	PALM	REMOVE	3"	22	8	50	Good	4'
149	*Ptychosperma elegans*	Solitare palm	PALM	REMOVE	3"	24	8	50	Good	4'
178	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
179	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
180	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
181	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
182	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
183	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
184	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
185	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
186	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
187	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
188	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
189	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
190	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
191	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
192	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
193	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
194	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
195	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
196	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
197	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
198	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
199	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
200	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
201	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
202	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
203	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
204	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
205	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
206	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
207	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
208	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
209	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
210	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
211	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
212	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	
213	*Casuarina equisetifolia*	Australian pine	TREE	REMOVE	>5"				Invasive	

*NOTE: TREES/PALMS PROPOSED TO BE RELOCATED ARE TO BE COORDINATED AND RELOCATED ON CITY PROPERTY IF THE CITY DEEMS THIS A CONSIDERATION.

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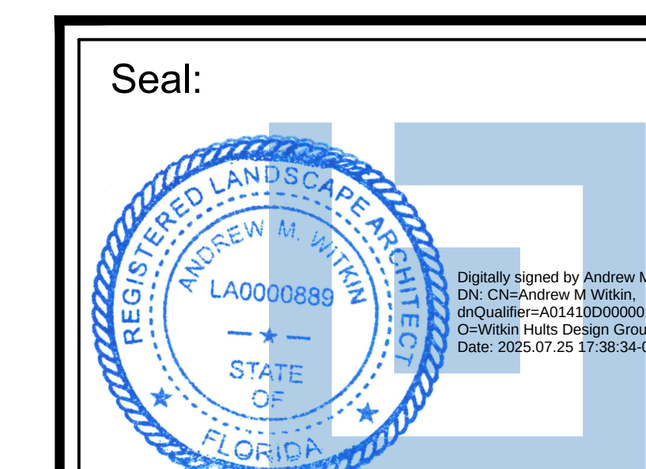
Project:
HARBOR ISLAND
DEVELOPMENT COMPANY, LLC
NORTH BAY VILLAGE
FOLIO'S
23-3209-001-0021, 23-3209-001-023, and 23-3209-021-001
TREE DISPOSITION PLAN

Revisions: Date: By:

Seal:



Lic. # LA0000889
Member: A.S.L.A.

Drawing: Tree Disposition Plan
Date: 07/25/2025
Scale: See Left
Drawn by: SC
Sheet No.:
TD-2

EXISITNG SITE AERIAL

Scale: NTS

NORTH

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Project:

HARBOR ISLAND
DEVELOPMENT COMPANY, LLC
NORTH BAY VILLAGE
FOLIO'S
23-3209-001-0021, 23-3209-001-023, and 23-3209-021-001
TREE DISPOSITION SITE AERIAL

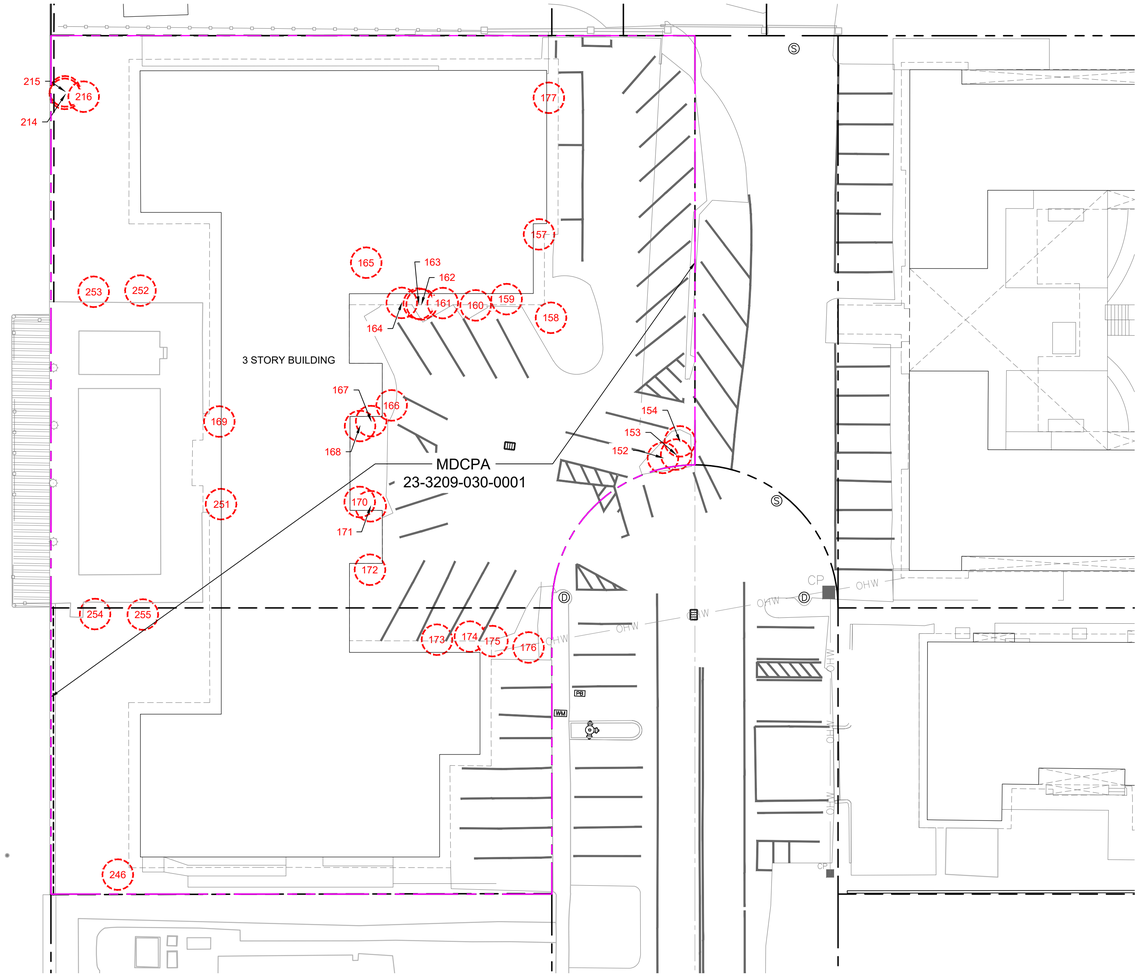
Revisions: Date: By:

Seal:

Lic. # LA0000889
Member: A.S.L.A.

Drawing: Tree Disposition
Date: 07/25/2025
Scale: See Left
Drawn by: SC
Sheet No.:

TD-3



TREE DISPOSITION PLAN

Scale: 1" = 30'-0"

NORTH

SYMBOL LEGEND

#x Tree to Remove

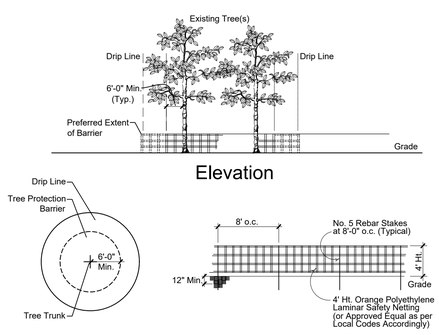
#x Tree to Remain

Mitigation	
Total SqFt TREE Canopy Removed	1,566
Total SqFt Specimen TREE Canopy Removed (x2)	0
Total SqFt PALM Canopy Removed	5,844
Total Credits Required	**7,410**

ANY MITIGATION SHORTFALL WILL BE CONVERTED INTO A TREE TRUST FUND CONTRIBUTION

REFER TO LANDSCAPE PLANS FOR EXACT SPECIES AND LOCATION

Note: Protective barriers shall be placed around each tree, cluster of trees, or the edge of the preservation area no less than six (6) feet (in radius) from the trunk of any protected tree cluster or preservation area unless a lesser distance is specified by the Department. Protective barriers shall be a minimum of four (4) feet above ground level and shall be constructed of wood, plastic or metal, and shall remain in place until development is completed and the Department has authorized their removal. Protective barriers shall be in place prior to the start of any construction.



Tree Protection Barrier Detail

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Project:

HARBOR ISLAND
DEVELOPMENT COMPANY, LLC

NORTH BAY VILLAGE
FOLIO 23-3209-030-0001
TREE DISPOSITION PLAN

Revisions:	Date:	By:

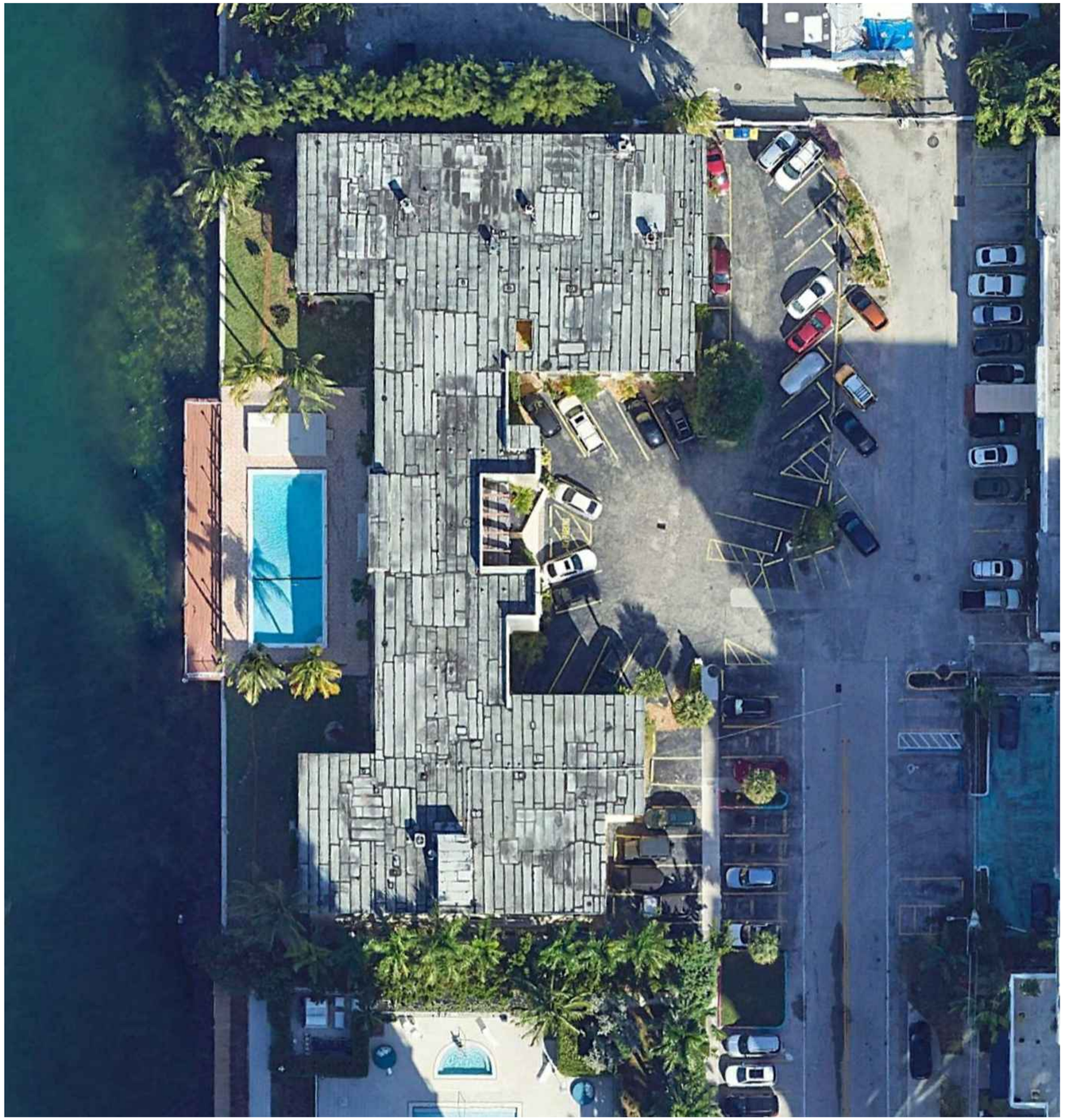
Seal:

Lic. # LA0000889
Member: A.S.L.A.

Drawing: Tree Disposition Plan
Date: 05/15/2024
Scale: See Left
Drawn by: SC
Sheet No.:

TD-1

Ref. #	Scientific name	Common name	Classification	Disposition	DBH	H/Ct (ft)	Canopy (ft)	Canopy (sqft)	Condition	TPZ
152	*Adonidia merrillii*	Christmas palm	PALM	REMOVE	6"	13	8	50	Good	4'
153	*Ptychosperma elegans*	Solitare palm	PALM	REMOVE	3"	13	6	28	Poor	3'
154	*Adonidia merrillii*	Christmas palm	PALM	REMOVE	4"	12	8	50	Good	3'
157	*Juniperus virginiana*	Southern red cedar	TREE	REMOVE	6"	14	15	177	Moderate	4'
158	*Ficus aurea*	Strangler fig	TREE	REMOVE	17"	28	40	1257	Good	10'
159	*Sabal palmetto*	Sabal palm	PALM	REMOVE	0	3	10	79	Good	4'
160	*Dypsis lutescens*	Areca palm	PALM	REMOVE	0	3	4	13	Poor	3'
161	*Yucca filamentosa*	Needle plant	TREE	REMOVE	0	1	3	7	Poor	3'
162	*Foresteria segregata*	Florida privet	TREE	REMOVE	3"	12	10	79	Good	3'
163	*Dypsis lutescens*	Areca palm	PALM	REMOVE	0	2	6	28	Poor	3'
164	*Coccoloba uvifera*	Seagrape	TREE	REMOVE	1"	8	7	39	Moderate	3'
165	*Not found*									
166	*Dypsis lutescens*	Areca palm	PALM	REMOVE	0	3	8	50	Poor	3'
167	*Codiaeum varigatum*	Croton	TREE	REMOVE	0	4	3	7	Poor	3'
168	*Adonidia merrillii x 2 tks*	Christmas palm	PALM	REMOVE	6"	10	10	79	Good	3'
169	*Dypsis lutescens*	Areca palm	PALM	REMOVE	0	2	4	13	Poor	3'
170	*Adonidia merrillii x 2 tks*	Christmas palm	PALM	REMOVE	9"	12	12	113	Good	3'
171	*Dypsis lutescens*	Areca palm	PALM	REMOVE	o	o	4	13	Poor	3'
172	*Dypsis lutescens*	Areca palm	PALM	REMOVE	10"	8	13	133	Moderate	3'
173	*Dypsis lutescens*	Areca palm	PALM	REMOVE	5"	7	14	154	Moderate	3'
174	*Dypsis lutescens*	Areca palm	PALM	REMOVE	9"	6	14	154	Moderate	3'
175	*Sabal palmetto*	Sabal palm	PALM	REMOVE	10"	25	10	79	Good	4'
176	*Sabal palmetto*	Sabal palm	PALM	REMOVE	12"	14	14	154	Good	4'
177	*Dypsis lutescens*	Areca palm	PALM	REMOVE	3"	12	6	28	Poor	3'
214	*Cocos nucifera*	Coconut palm	PALM	REMOVE	10"	22	30	707	Moderate	5'
215	*Sabal palmetto*	Sabal palm	PALM	REMOVE	0	0	12	113	Good	4'
216	*Adonidia merrillii*	Christmas palm	PALM	REMOVE	5"	11	10	79	Good	4'
246	*Cocos nucifera*	Coconut palm	PALM	REMOVE	12"	45	38	1134	Moderate	4'
251	*Dypsis lutescens*	Areca palm	PALM	REMOVE	0	2	5	20	Poor	3'
252	*Cocos nucifera*	Coconut palm	PALM	REMOVE	15"	60	32	804	Moderate	5'
253	*Cocos nucifera*	Coconut palm	PALM	REMOVE	10"	26	26	531	Moderate	5'
254	*Cocos nuifera*	Coconut palm	PALM	REMOVE	13"	35	30	707	Moderate	5'
255	*Cocos nucifera*	Coconut palm	PALM	REMOVE	9"	25	26	531	Moderate	5'



EXISITNG SITE AERIAL

Scale: NTS

NORTH

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Project:

HARBOR ISLAND
DEVELOPMENT COMPANY, LLC

NORTH BAY VILLAGE
FOLIO 23-3209-030-0001
TREE DISPOSITION TABLE

Revisions: Date: By:

Seal:

Lic. # LA0000889
Member: A.S.L.A.

Drawing: Tree Disposition Plan
Date: 07/25/2025
Scale: See Left
Drawn by: SC
Sheet No.:

TD-2

HARBOR ISLAND DEVELOPMENT COMPANY, LLC

NORTH BAY VILLAGE
JULY 25TH, 2025

SHEET INDEX:

L-1 INDEX
L-2 LANDSCAPE PLAN - GROUND FLOOR
L-3 LANDSCAPE PLAN - 5TH FLOOR POOL DECK
L-4 LANDSCAPE DETAILS

Canopy Replacement Calculations

Tree / Palm	Quantity	Credit	Total Credits
Native Shade (Hardwood) Tree 1	34	500	17,000
Native Shade (Hardwood) Tree 2	42	300	12,600
Non-Native Shade (Hardwood) Tree 2	35	300	10,500
Non-Native Palm Tree 1	47	300	14,100
TOTAL CREDITS PROVIDED			**54,200**
TOTAL % NATIVE			**55%**
TOTAL % PALMS			**26%**

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan

Zoning District: RM-70 Net Lot Area 4.12 acres 179,536 s.f.

OPEN SPACE	REQUIRED	PROVIDED
A. Square Feet of open space required by Chapter 33, as indicated on site plan: Net lot area = 179,536 s.f. x 30 % = 53,861 s.f.	53,861	83,679
B. Square Feet of parking lot open space required by Chapter 33, as indicated on site plan: No. outside/ground-level parking spaces N/A x 10 s.f. per parking spaces =	N/A	N/A
C. Total s.f. of landscaped open space required: A + B =	52,318	83,679
LAWN AREA CALCULATION		
A. 53,861 total s.f. of landscaped open space required		
B. Maximum lawn area (sod) permitted = 60 % x 53,861 s.f. =	32,317	10,085
TREES		
A. No. trees required per net lot acre Less existing number of trees meeting minimum requirements = 28 trees x net lot acres =	112	112+
B. % Palms Allowed: No. trees required x 30% = (palms provided in excess of 30% are not counted towards code)	34	34
C. % Natives Required: No. trees provided x 30% =	34	34+
D. Street trees (maximum average spacing of 35' o.c.): 143 linear feet along street =	4	4
E. Street trees located directly beneath power lines (maximum average spacing of 25' o.c.): N/A linear feet along street / 25 =	N/A	N/A
F. Total Trees Required A + D + E = 112 Total Trees	112	112
SHRUBS		
A. No. trees required x 10 = No. of shrubs allowed	1,120	1,120+
B. No. shrubs allowed x 30% = No. of native shrubs required	336	336+

SEE LANDSCAPE

*NOTE: IRRIGATION PLANS WILL BE PROVIDED AT THE TIME OF PERMIT

A — ***PERMEABLE PEDESTRIAN PAVERS***
MANUFACTURER: WAUSAU TILE
STYLE: PERMEABLE RIDGELINE
COLOR: HRL-35 OR SIMILAR
SIZE: 9" X 12" X 3"
CONTACT: TROY DAHLKE - 715-359-3121
COLOR

B — ***ISLAND WALK BENCH***
MANUFACTURER: LANDSCAPE FORMS
STYLE: BACKED WITH ARMS
FINISH: JARRAH PREMIUM WOOD AND MERCURY METALLIC
SIZE: 9" X 12" X 3"
QUANTITY: 22
CONTACT: MICHELLE MONTESSANO - MICHELLEM@LANDSCAPEFORMS.COM
COLOR



C — ***GENERATION 50 LITTER***
MANUFACTURER: LANDSCAPE FORMS
STYLE: SIDE OPEN
FINISH: STEEL POWDER COATED METAL (METALLIC) WITH JARRAH WOOD
SIZE: 23.25" X 41" X 30 GAL.
QUANTITY: (10)
CONTACT: MICHELLE MONTESSANO - MICHELLEM@LANDSCAPEFORMS.COM
COLOR



D — ***PET WASTE STATION WITH BAG DISPENSER***
MANUFACTURER: LANDSCAPE FORMS
SERIES: LAKESIDE LITTER
STYLE: GRASS
COLOR: STEEL (POWDER COATED (METAL)
QUANTITY: 3
CONTACT: MICHELLEM@LANDSCAPEFORMS.COM
COLOR



E — ***FLO BIKE RACK***
MANUFACTURER: LANDSCAPE FORMS
SERIES: FLO BIKE RACK
MOUNT STYLE: SURFACE MOUNT
COLOR: STAINLESS STEEL
QUANTITY: 2
CONTACT: MICHELLEM@LANDSCAPEFORMS.COM
COLOR



F — ***BOLLARD LIGHT***
MANUFACTURER: LANDSCAPE FORMS
SERIES: OUTLINE BOLLARD
STYLE: LIT BOLLARD
COLOR: FOG POWDERCOATED
QUANTITY: 64
CONTACT: MICHELLEM@LANDSCAPEFORMS.COM
COLOR

G — ***POLE LIGHT***
MANUFACTURER: LANDSCAPE FORMS
STYLE: ALCOTT AREA LIGHT
COLOR: MERCURY METALLIC
CONTACT: JAVIER GONZALEZ (305)234-5800
QUANTITY: 33
SEE MANUFACTURER'S INSTALLATION SPECIFICATIONS
COLOR



H — ***ISLAND WALK PAVERS (NON-PERMEABLE)***
MANUFACTURER: WAUSAU TILE
STYLE: NON-PERMEABLE GALAXY
COLOR: HGL-33 SRI 30 OR SIMILAR
SIZE: 9" X 12" X 3"
CONTACT: TROY DAHLKE - 715-359-3121
COLOR

I — ***PERMEABLE PAVERS - BANDING***
MANUFACTURER: WAUSAU TILE
STYLE: PERMEABLE FRONTIER
COLOR: HFT-60 SRI 14.6 OR SIMILAR
SIZE: 9" X 12" X 3"
CONTACT: TROY DAHLKE - 715-359-3121
COLOR

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	NATIVE	NOTES	SALT TOLERANCE	DROUGHT TOLERANCE
TREES									
	CS	48	Conocarpus erectus sericeus Silver Buttonwood	12` HT. X 4` SPR. X 2" CAL.	F.G.	Y	-	HIGH	HIGH
	LJ2	43	Ligustrum japonicum Japanese Privet	10` HT. X 10` SPR., 2" CAL.	F.G.	N	MULTI TRUNK	HIGH	HIGH
	QV	34	Quercus virginiana Live Oak	10` HT. X 5` SPR. X 2" CAL.	F.G.	Y	-	HIGH	HIGH
PALM TREES									
	CH	32	Chamaerops humilis European Fan Palm	4`-5` O.A. HT.	15 GAL.	N	TRIPLE TRUNK OR QUAD TRUNK	LOW	HIGH
	PM	45	Phoenix dactylifera 'Medjool' Medjool Date Palm	16` C.T.	F.G.	N	-	HIGH	MEDIUM
	PR	2	Phoenix reclinata x sylvestris Hybrid Date Palm	20` - 30` O.A HT.	F.G.	N	-	MEDIUM	MEDIUM
SHRUBS									
	AI	38	Alcantarea imperialis Imperial Bromeliad	36" HT. X 36" SPR.	17" POT	N	Bullis Bromeliads	LOW	HIGH
	AO	17	Alcantarea odorata Silver - Blue Bromeliad	36" HT. X 36" SPR.	17" POT	N	-	HIGH	MEDIUM
	CE2	345	Conocarpus erectus Green Buttonwood	60" HT. X 24" SPR./24" O.C.,7 GAL.	7 GAL.	Y	-	HIGH	HIGH
SHRUB AREAS									
	CA	1,891	Chrysobalanus icaco 'Green Tip' Green Tip Coco Plum	18" HT. X 18" SPR. / 18 O.C.	3 GAL.	Y	-	HIGH	HIGH
	CI2	1,643	Chrysobalanus icaco 'Horizontalis' Horizontal Cocoplum	18" HT. X 18" SPR. / 18 O.C.	3 GAL.	Y	-	HIGH	HIGH
	CE	422	Conocarpus erectus Green Buttonwood	24" HT. X 24" SPR. / 24` O.C.	3 GAL.	Y	-	HIGH	HIGH
	MD	179	Monstera deliciosa Swiss Cheese Plant	24" HT. X 24" SPR. / 36" O.C.	3 GAL.	N	-	LOW	MEDIUM
	MC	815	Muhlenbergia capillaris Pink Muhly Grass	24" HT. X 24" SPR. / 24` O.C.	3 GAL.	Y	-	MEDIUM	HIGH
	PA	2,102	Pennisetum setaceum 'Alba' White Fountain Grass	18" HT. X 18" SPR. / 24" O.C.	3 GAL.	N	-	MEDIUM	MEDIUM
	PB	41	Philodendron Burle Marx Burle Marx	24" HT. X 24" SPR / 24" O.C.	3 GAL.	N	-	LOW	MEDIUM
	TD	979	Tripsacum dactyloides Fakahatchee Grass	36" HT. X 36" SPR. / 36" O.C.	3 GAL.	Y	-	MEDIUM	MEDIUM
GROUND COVERS									
	FM	1,976	Ficus microcarpa Green Island ficus	15" HT. X 15" SPR. / 15" O.C.	3 GAL.	N	-	MEDIUM	HIGH
LAWN									
	LAWN	8,537 sf	Stenotaphrum secundatum St. Augustine Grass	SOLID EVEN SOD	-	N	-	HIGH	MEDIUM

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Project:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
NORTH BAY VILLAGE
LANDSCAPE INDEX

Revisions: Date: By:

Seal:



Lic. # LA6667290
Member: A.S.L.A.

Drawing: Landscape Index
Date: 07/25/2025
Scale: See Left
Drawn by: SC
Sheet No.:

L-1

Cad Id.: 2024-002

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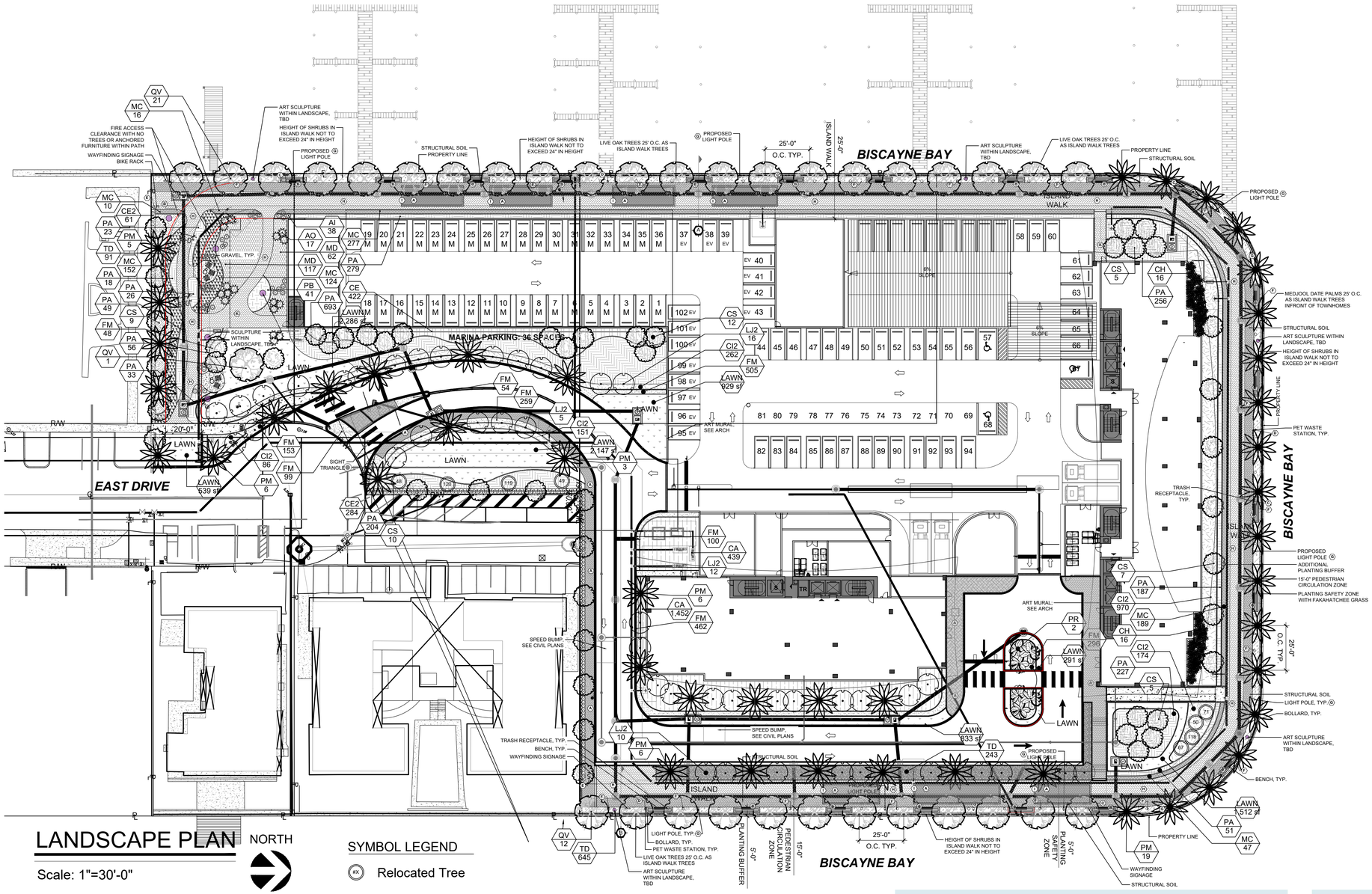


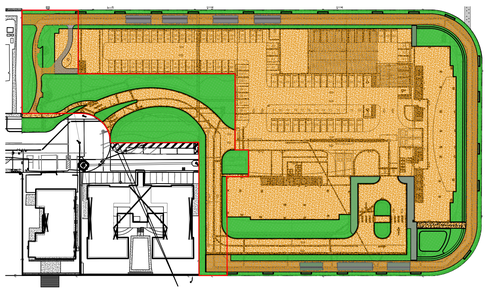
LANDSCAPE PLAN

Scale: 1"=30'-0"

NORTH

SYMBOL LEGEND

(#X) Relocated Tree



PERVIOUS AREA DIAGRAM

Scale: NTS

PERVIOUS AREA CALCULATION

TOTAL GROSS LOT: 174,393 SF

REQUIRED PERVIOUS AREA AT GROUND LEVEL: 30% X 174,393 SF = 52,318 SF

PROVIDED PERVIOUS AREA: 52,702 SF

- PERVIOUS AREA: 52,702 SF ~(30%)
- NON-PERVIOUS AREA: 121,691 SF ~(70%)
- FRONT YARD PERVIOUS AREA: 22,736 SF ~(62%)

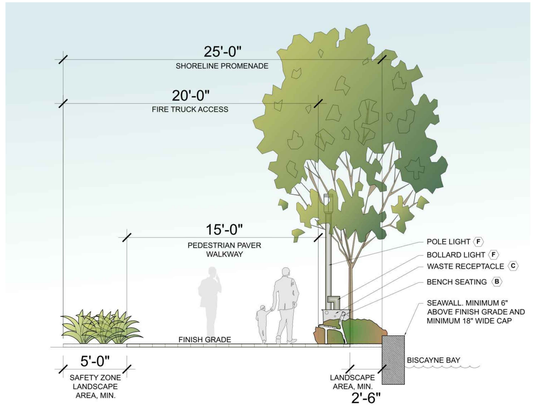
STRUCTURAL SOIL KEY

STRUCTURAL SOIL LIMIT (5'-0" MAX WIDTH FROM PLANTING AREA)

NOTE: A TWO PHASE SYSTEM OF A RIGID, HIGH BEARING CAPACITY STONE SKELETON AND A VIABLE ROOTING ZONE FOR PLANTED MATERIAL SUSPENDED WITHIN THE VOIDS OF THE STONE STRUCTURE, EQUAL TO "CU SOIL", MIXED AND INSTALLED PER MANUFACTURER'S SPECIFICATIONS.

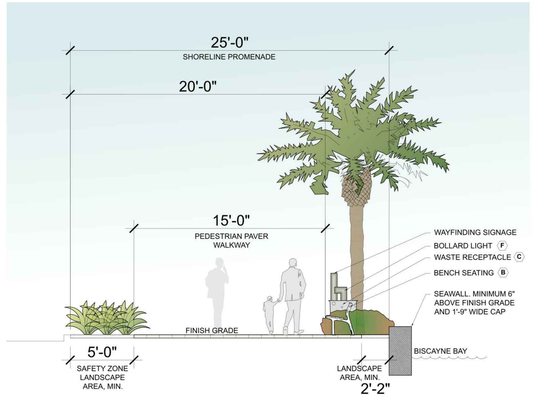
NOTE: 36" DEEP STRUCTURAL SOIL SHALL EXTEND 5'-0" (MINIMUM) OUTWARD FROM EDGE OF PLANTING IN ALL DIRECTIONS (EXCEPT AT CURB).

*NOTE: IRRIGATION PLANS WILL BE PROVIDED AT THE TIME OF PERMIT



A WEST SHORELINE PROMENADE SECTION

SCALE: 1/4"=1'-0"



B EAST SHORELINE PROMENADE SECTION

SCALE: 1/4"=1'-0"

PERMEABLE PEDESTRIAN PAVERS (A)

MANUFACTURER: WAUSAU TILE
STYLE: PERMEABLE RIDGELINE
COLOR: HRL-35 OR SIMILAR
SIZE: 9" X 12" X 3"
CONTACT: TROY DAHLKE - 715-359-3121

COLOR



ISLAND WALK BENCH (B)

MANUFACTURER: LANDSCAPE FORMS
STYLE: BACKED WITH ARMS
FINISH: JARRAH PREMIUM WOOD AND MERCURY METALLIC
SIZE: 9" X 12" X 3"
QUANTITY: 22
CONTACT: MICHELLE MONTESSANO - MICHELLEM@LANDSCAPEFORMS.COM

COLOR



GENERATION 50 LITTER (C)

MANUFACTURER: LANDSCAPE FORMS
STYLE: SIDE OPEN
FINISH: STEEL POWDER COATED METAL (METALLIC) WITH JARRAH WOOD
SIZE: 23.25" X 41" X 30 GAL.
QUANTITY: (10)
CONTACT: MICHELLE MONTESSANO - MICHELLEM@LANDSCAPEFORMS.COM

COLOR



PET WASTE STATION WITH BAG DISPENSER (D)

MANUFACTURER: LANDSCAPE FORMS
SERIES: LAKESIDE LITTER
STYLE: GRASS
COLOR: STEEL (POWDER COATED (METAL)
QUANTITY: 3
CONTACT: MICHELLEM@LANDSCAPEFORMS.COM

COLOR



FLO BIKE RACK (E)

MANUFACTURER: LANDSCAPE FORMS
SERIES: FLO BIKE RACK
MOUNT STYLE: SURFACE MOUNT
COLOR: STAINLESS STEEL
QUANTITY: 2
CONTACT: MICHELLEM@LANDSCAPEFORMS.COM

COLOR



BOLLARD LIGHT (F)

MANUFACTURER: LANDSCAPE FORMS
SERIES: OUTLINE BOLLARD
STYLE: LIT BOLLARD
COLOR: FOG POWDERCOATED
QUANTITY: 64
CONTACT: MICHELLEM@LANDSCAPEFORMS.COM

COLOR

POLE LIGHT (G)

MANUFACTURER: LANDSCAPE FORMS
STYLE: ALCOTT AREA LIGHT
COLOR: MERCURY METALLIC
CONTACT: JAVIER GONZALEZ (305)234-5800
QUANTITY: 33
SEE MANUFACTURER'S INSTALLATION SPECIFICATIONS

COLOR



ISLAND WALK PAVERS (NON-PERMEABLE) (H)

MANUFACTURER: WAUSAU TILE
STYLE: NON-PERMEABLE GALAXY
COLOR: HGL-33 SRI 30 OR SIMILAR
SIZE: 9" X 12" X 3"
CONTACT: TROY DAHLKE - 715-359-3121

COLOR



PERMEABLE PAVERS - BANDING (I)

MANUFACTURER: WAUSAU TILE
STYLE: PERMEABLE FRONTIER
COLOR: HFT-60 SRI 14.6 OR SIMILAR
SIZE: 9" X 12" X 3"
CONTACT: TROY DAHLKE - 715-359-3121

COLOR



WITKIN HULTS + PARTNERS
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Project:

HARBOR ISLAND DEVELOPMENT COMPANY, LLC

NORTH BAY VILLAGE

LANDSCAPE PLAN

Revisions: Date: By:

Seal:

Lic. # LA6667290
Member: A.S.L.A.

Drawing: Landscape Plan

Date: 07/25/2025

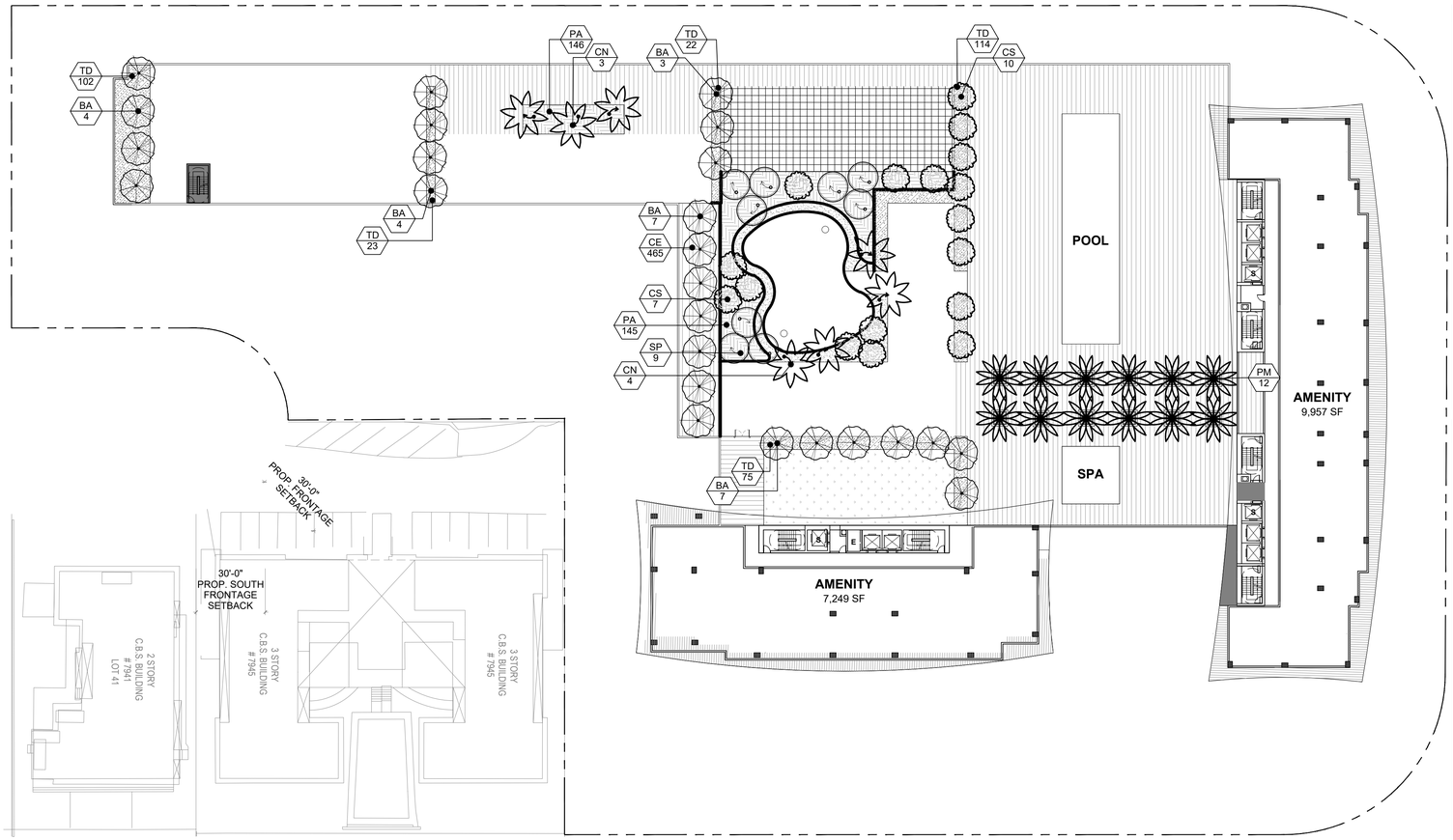
Scale: See Left

Drawn by: SC

Sheet No.:

L-2

Cad Id.: 2024-002



LANDSCAPE PLAN - 5TH FLOOR POOL DECK

NORTH

Scale: 1"=30'-0"

PLANT SCHEDULE - 5TH FLOOR POOL DECK									
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	NATIVE	NOTES	SALT TOLERANCE	DROUGHT TOLERANCE
TREES									
	BA	25	Bulnesia arborea Verawood	10` HT. X 5` SPR. X 2" CAL.	F.G.	N	-	MEDIUM	HIGH
	CS	17	Conocarpus erectus sericeus Silver Buttonwood	12` HT. X 4` SPR. X 2" CAL.	F.G.	Y	-	HIGH	HIGH
PALM TREES									
	CN	7	Cocos nucifera 'Green Malayan' Coconut Palm	8` G.W.	F.G.	N	CURVED TRUNK - LEAN IN DIRECTION AS SHOWN	HIGH	MEDIUM
	PM	12	Phoenix dactylifera 'Medjool' Medjool Date Palm	16` C.T.	F.G.	N	-	HIGH	MEDIUM
	SP	9	Sabal palmetto Sabal Palm	20` O.A. HT , 6` G.W.	F.G.	Y	CHARACTER - SEE PLAN FOR HEIGHTS - LEAN IN DIRECTION AS SHOWN	MEDIUM	HIGH
SHRUB AREAS									
	CE	465	Conocarpus erectus Green Buttonwood	24" HT. X 24" SPR. / 24` O.C.	3 GAL.	Y	-	HIGH	HIGH
	PA	291	Pennisetum setaceum 'Alba' White Fountain Grass	18" HT. X 18" SPR. / 24" O.C.	3 GAL.	N	-	MEDIUM	MEDIUM
	TD	336	Tripsacum dactyloides Fakahatchee Grass	36" HT. X 36" SPR. / 36" O.C.	3 GAL.	Y	-	MEDIUM	MEDIUM
GROUND COVERS									
	FM	1,628	Ficus microcarpa Green Island ficus	15" HT. X 15" SPR. / 15" O.C.	3 GAL.	N	-	MEDIUM	HIGH

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Project:

HARBOR ISLAND
DEVELOPMENT COMPANY, LLC

NORTH BAY VILLAGE
LANDSCAPE PLAN

Revisions: Date: By:

Seal:

Digitally signed by Andrew M Wilkin
DN: cn=Andrew M Wilkin, o=Witkin Hults + Partners, ou=Landscape Architecture, email=awilkin@witkindesign.com, c=US
Date: 2025.07.25 11:36:54 -04'00'

Lic. # LA6667290
Member: A.S.L.A.

Drawing: Landscape Plan

Date: 07/25/2025

Scale: See Left

Drawn by: SC

Sheet No.:

L-3

Cad Id.: 2024-002

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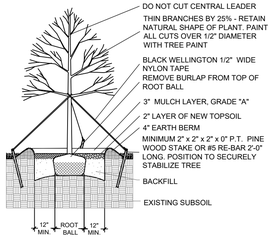
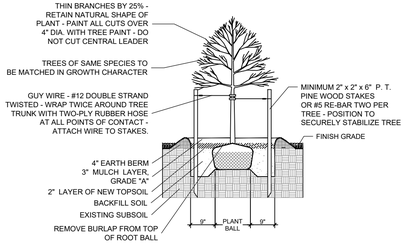
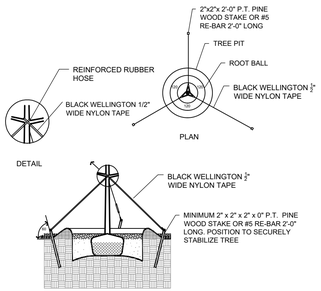


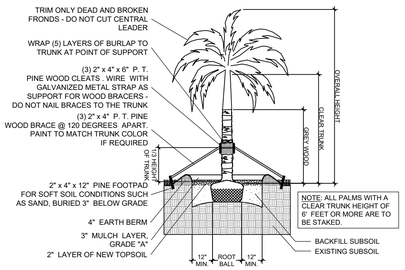
LARGE TREE PLANTING DETAIL



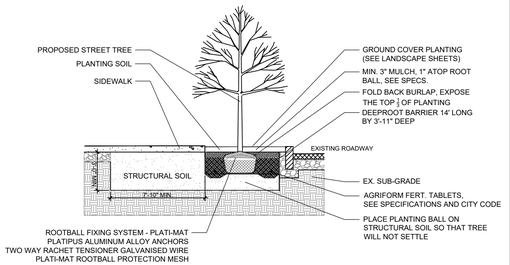
SMALL TREE PLANTING DETAIL



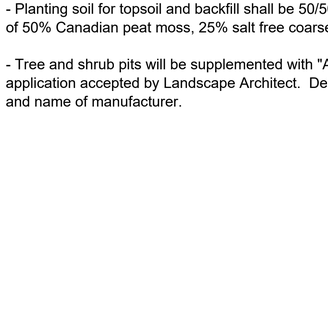
TYPICAL TREE GUYING DETAIL



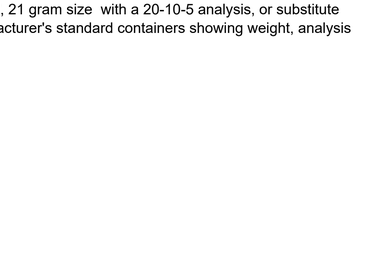
STRAIGHT TRUNK PALM PLANTING DETAIL



STRUCTURAL SOIL PLANTING DETAIL



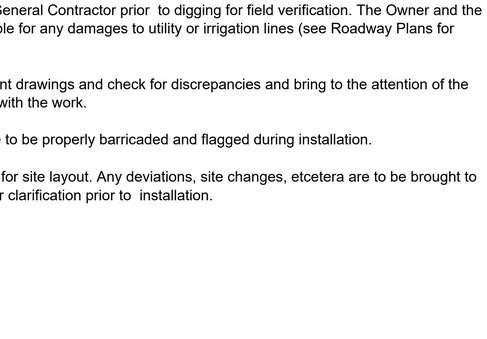
CURVED TRUNK PALM PLANTING DETAIL



TYPICAL SHRUB PLANTING DETAIL



TYPICAL CONTAINER SPACING DETAIL



TYPICAL GROUNDCOVER PLANTING DETAIL

PLANTING NOTES:

-All plant material is to be Florida Number 1 or better pursuant to the Florida Department of Agriculture's Grades and Standards for Nursery Plants.

-All plants are to be top dressed with a minimum 3" layer of Melaleuca mulch, Eucalyptus mulch or equal.

-Planting plans shall take precedence over plant list in case of discrepancies.

-No changes are to be made without the prior consent of the Landscape Architect and Owner. Additions and or deletions to the plant material must be approved by the project engineer.

-Landscape Contractor is responsible for providing their own square footage takeoffs and field verification for 100% sod coverage for all areas specified.

- All landscape areas are to be provided with automatic sprinkler system which provide 100% coverage, and 50% overlap.

- All trees in lawn areas are to receive a 24" diameter mulched saucer at the base of the trunk.

- Trees are to be planted within parking islands after soil is brought up to grade. Deeply set root balls are not acceptable.

- Planting soil for topsoil and backfill shall be 50/50 mix, nematode free. Planting soil for annual beds to be comprised of 50% Canadian peat moss, 25% salt free coarse sand and 25% Aerolite.

- Tree and shrub pits will be supplemented with "Agriform Pells", 21 gram size with a 20-10-5 analysis, or substitute application accepted by Landscape Architect. Deliver in manufacturer's standard containers showing weight, analysis and name of manufacturer.

SOD NOTES:

-Sod is to be grade "A" weed free.

-All areas marked "LAWN" shall be solid sodded with St. Augustine 'Floratam' solid sod. See limit on plan. All areas marked 'Bahia Grass' shall be solid sodded with Paspalum.

-Provide a 2" deep blanket of planting soil as described in planting notes this sheet. Prior to planting, remove stones, sticks, etc. from the sub soil surface. Excavate existing non-conforming soil as required so that the finish grade of sod is flush with adjacent pavement or top of curb as well as adjacent sod in the case of sod patching.

-Place sod on moistened soil, with edges tightly butted, in staggered rows at right angles to slopes.

-Keep edge of sod bed a minimum of 18" away from groundcover beds and 24" away from edge of shrub beds and 36" away from trees, measured from center of plant.

-Sod Shall be watered immediatley after installation to uniformily wet the soil to at least 2" below the bottom of the sod strips.
-Excavate and remove excess soil so top of sod is flush with top of curb or adjacent pavement or adjacent existing sod.

GENERAL NOTES:

-The Landscape Contractor is to locate and verify all underground and overhead utilities prior to beginning work. Contact proper utility companies and / or General Contractor prior to digging for field verification. The Owner and the Landscape Architect shall not be responsible for any damages to utility or irrigation lines (see Roadway Plans for more utility notes).

-Landscape Contractor is to verify all current drawings and check for discrepancies and bring to the attention of the Landscape Architect prior to commencing with the work.

-All unattended and unplanted tree pits are to be properly barricaded and flagged during installation.

-All planting plans are issued as directives for site layout. Any deviations, site changes, etcetera are to be brought to the attention of the Landscape Architect for clarification prior to installation.

WITKIN HULTS + PARTNERS
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(305) 962-4815 facsimile: 954.923.3609
www.witkindesign.com

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Project:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
NORTH BAY VILLAGE
LANDSCAPE DETAILS

Revisions: Date: By:

Seal:
REGISTERED LANDSCAPE ARCHITECT STATE OF FLORIDA
Digitally Signed by Andrew W Witkin
DN: cn=Andrew W Witkin, o=Witkin Hults + Partners, ou=Landscape Architecture, email=awitkin@witkindesign.com, c=US
Reason: I am the author of this document
Date: 2025.07.25 17:36:54 -04'00'

Lic. # LA6667290
Member: A.S.L.A.

Drawing: Landscape Details
Date: 07/25/2025
Scale: See Left
Drawn by: SC
Sheet No.:
L-4
Cad Id.: 2024-002

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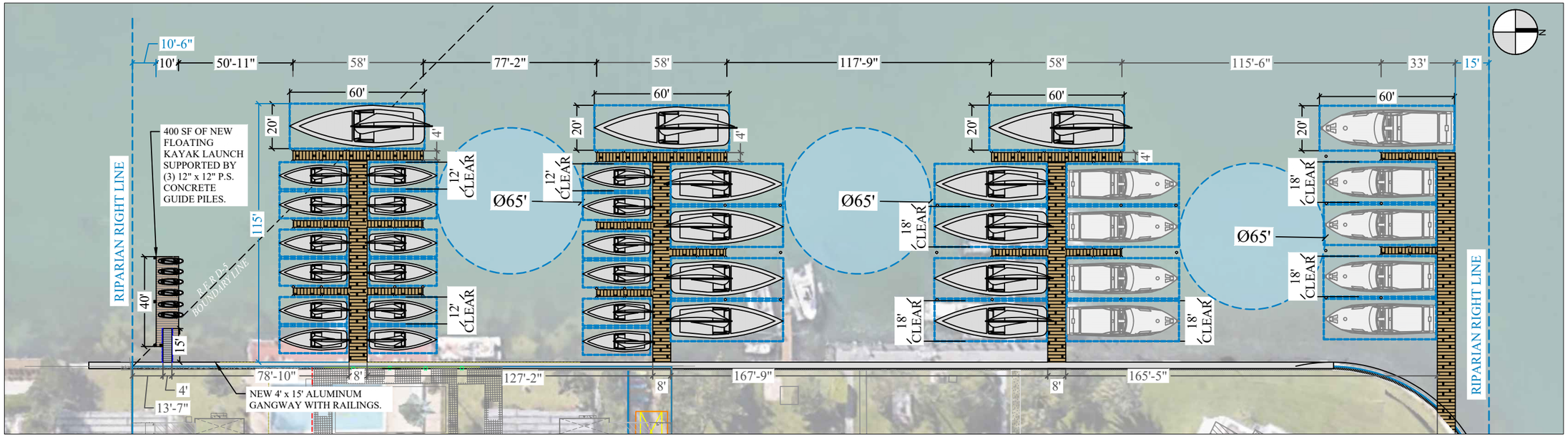
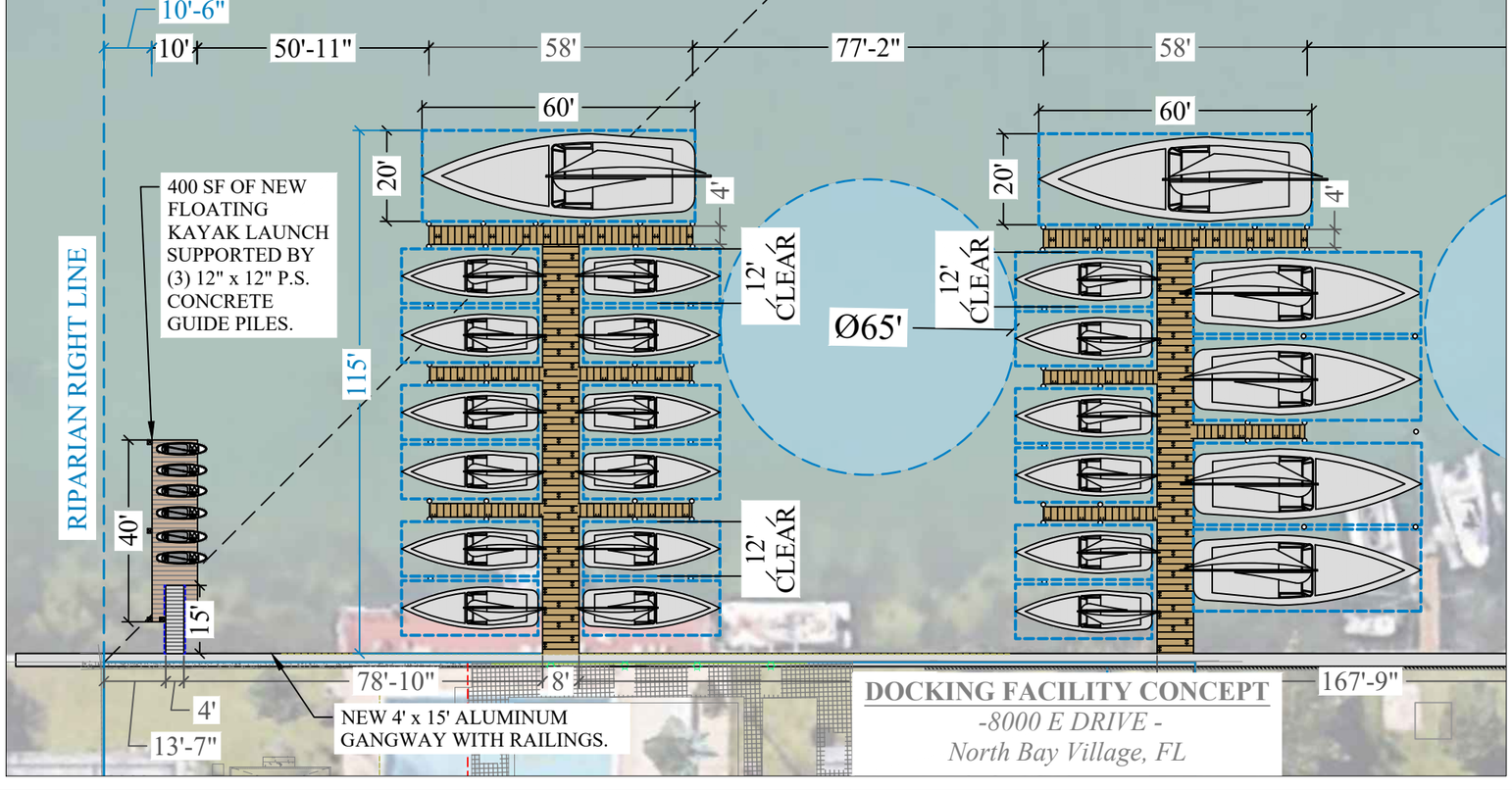




OVER WATER DOCK AREA
TOTAL = 4,989 SF

- KAYAK LAUNCH = 428 SF
  - 40' x 10' FLOATING DOCK 400 SF
  - 7'x4' ALUMINUM GANGWAY 28 SF
- DOCK 1 = 1252 SF
  - 90' x 8' ACCESS WALKWAY 720 SF
  - (4) 25' x 3' FINGER PIERS 300 SF
  - 58' x 4' TERMINAL PLATFORM 232 SF
- DOCK 2 = 1177 SF
  - 90' x 8' ACCESS WALKWAY 720 SF
  - (3) 25' x 3' FINGER PIERS 225 SF
  - 58' x 4' TERMINAL PLATFORM 232 SF
- DOCK 3 = 1102 SF
  - 90' x 8' ACCESS WALKWAY 720 SF
  - (2) 25' x 3' FINGER PIERS 150 SF
  - 58' x 4' TERMINAL PLATFORM 232 SF
- DOCK 4 = 1030 SF
  - 110' x 8' ACCESS WALKWAY 880 SF
  - (2) 25' x 3' FINGER PIERS 150 SF

PILE QUANTITY:
***12" DIA. WOOD PILES**

- FENDER PILES= 128
- MOORING PILES= 29

***12" x 12" CONCRETE PILES**

- GUIDE PILES = 3

QUANTITIES:
SLIPS 38

- 30-FT SAILBOATS 18
- 50-FT POWER BOATS 8
- 50-FT SAIL BOATS 8
- 60-FT POWER BOATS 1
- 60-FT SAIL BOATS 3

8000 E DRIVE
DOCKING FACILITY PROJECT

1029

North Bay Village, Florida

CLIENT:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC.
C/O: RELATED GROUP

2850 Tigertail Avenue , 18th Floor
Miami, Florida 33133

ENVIRONMENTAL CONSULTANT:
OCEAN CONSULTING, LLC.
340 Minorca Avenue, Suite 7
Coral Gables, Florida 33134
Tel: (305) 921-9344
Fax: (305) 677-3254

CONTRACTOR:

PROJECT ENGINEER:

SEAL / SIGNATURE / DATE

PERMIT DRAWINGS

Issue #	Issue Date
1	July 25, 2025 - VD

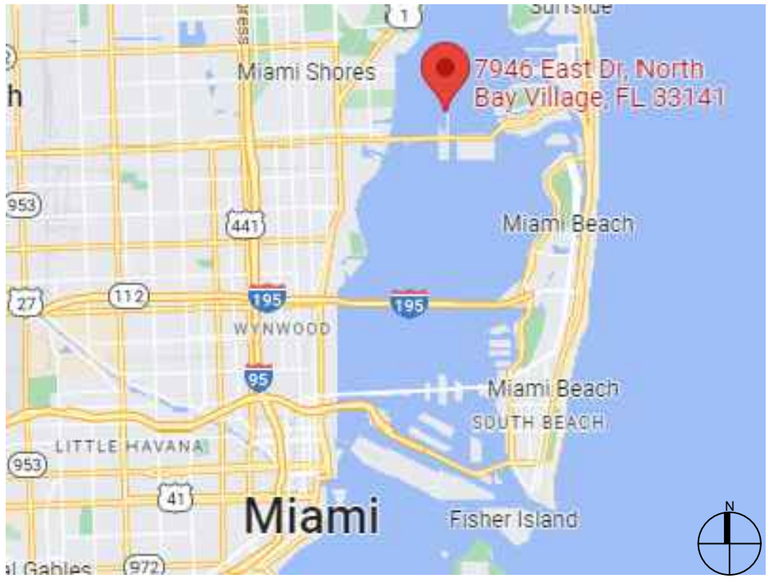
PROJECT: 21-11460

PROPOSED CONDITIONS

SCALE : AS SHOWN
SHEET NO.
C-3



LOCATION MAP AND LEGAL DESCRIPTION



PROJECT SITE LOCATION:
7946 East Drive
North Bay Village, FL 33141

LATITUDE: 25°51'13.45"N
LONGITUDE: 80° 9'29.26"W

FOLIO No.: 23-3209-001-0030

LEGAL DESCRIPTION:

MAJESTIC ISLE CONDO

HARBOR ISLAND PB 44-72

S160FT OF W180FT OF TR B & LOT

63

AS DESC IN DECL OR 10731-1727

LOT SIZE 40000 SQFT M/L

FAU 23 3209 001 0030

GENERAL NOTES:

1. ELEVATIONS SHOWN REFER TO THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.
2. ALL DIMENSIONS ON PLANS ARE SUBJECT TO VERIFICATION IN THE FIELD.
3. IT IS THE INTENT OF THESE PLANS TO BE IN ACCORDANCE WITH APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. ANY DISCREPANCIES BETWEEN THESE PLANS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF ENGINEER BEFORE PROCEEDING WITH WORK. CONTRACTOR AND ALL SUBCONTRACTORS ARE RESPONSIBLE FOR ALL LINES, ELEVATIONS, AND MEASUREMENTS IN CONNECTION WITH THEIR WORK.
4. IT IS THE INTENT OF THESE PLANS AND THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH LOCAL, STATE, AND FEDERAL ENVIRONMENTAL PERMITS ISSUED FOR THIS PROJECT. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FAMILIARIZE AND GOVERN HIMSELF BY ALL PROVISIONS OF THESE PERMITS.
5. APPLICABLE BUILDING CODE: FLORIDA BUILDING CODE, 2023, 8TH EDITION (AND CURRENT ADDENDUMS).
6. APPROVED CONTRACTOR TO DETERMINE THE SUITABILITY OF EXISTING STRUCTURES AND VERIFY ALL DIMENSIONS. THE APPROVED CONTRACTOR IS RESPONSIBLE FOR ALL METHODS, MEANS, SEQUENCES AND PROCEDURES OF WORK.
7. DO NOT SCALE DRAWINGS FOR DIMENSIONS.
8. CONTRACTOR TO VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO COMMENCING WORK.
9. CONTRACTOR TO PROPERLY FENCE AND SECURE AREA WITH BARRICADES.
10. ANY DEVIATION AND/OR SUBSTITUTION FROM THE INFORMATION PROVIDED HEREIN SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO COMMENCEMENT OF WORK.
11. ALL NEW MATERIALS AND/OR PATCHWORK SHALL BE PROVIDED TO MATCH EXISTING MATERIALS AND/OR ADJOINING WORK WHERE PRACTICAL EXCEPT AS SPECIFICALLY NOTED HEREIN.
12. LICENSED CONTRACTOR SHALL USE ALL POSSIBLE CARE TO PROTECT ALL EXISTING MATERIALS, SURFACES, AND FURNISHINGS FROM DAMAGE DURING ALL PHASES OF CONSTRUCTION.
13. THE LICENSED CONTRACTOR TO INSTALL AND REMOVE ALL SHORING AND BRACING AS REQUIRED FOR THE PROPER EXECUTION OF THE WORK.
14. ALL NEW WORK AND/OR MATERIALS SHALL CONFORM TO ALL REQUIREMENTS OF EACH ADMINISTRATIVE BODY HAVING JURISDICTION IN EACH PERTAINING CIRCUMSTANCE.
15. THE CONTRACTOR WILL EMPLOY AND MAINTAIN ADEQUATE SEDIMENT AND EROSION CONTROL MEASURES TO PROTECT BISCAYNE BAY FROM SEDIMENT AND CONSTRUCTION DEBRIS.

DESIGN CRITERIA

STRUCTURAL DESIGN IS IN ACCORDANCE WITH THE FOLLOWING CODES AND SPECIFICATIONS:

1. FLORIDA BUILDING CODE (FBC), 2023, 8TH EDITION (WITH ADDENDUMS).
2. ACI 318-19, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE.
3. ASCE 7-22, MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES.
4. NDS NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION, 2018 EDITION.
5. EM 1110-2-1100 (PART VI) COASTAL ENGINEERING MANUAL, 2011 EDITION.
   IN THE EVEN OF CONFLICT BETWEEN PERTINENT CODES AND REGULATIONS AND THE REQUIREMENTS OF THE REFERENCED STANDARDS OF THESE SPECIFICATIONS, THE PROVISIONS OF THE MORE STRINGENT SHALL GOVERN.

BOLTS:

1. ALL BOLTS SHALL BE 316 STAINLESS STEEL OR HOT-DIPPED GALVANIZED, UNLESS OTHERWISE NOTED.

CONCRETE

1. CONCRETE SHALL CONFORM TO ACI 318 (LATEST ED.) AND SHALL BE REGULAR WEIGHT, SULFATE RESISTANT, WITH A DESIGN STRENGTH OF 5,000 PSI AT 28 DAYS W/ A MAX WATER-CEMENTIOUS MATERIALS RATIO, BY WEIGHT, NORMAL WEIGHT AGGREGATE CONCRETE OF 0.40.
2. OWNER SHALL EMPLOY AND PAY FOR TESTING SERVICES FROM AN INDEPENDENT TESTING LABORATORY FOR CONCRETE SAMPLING AND TESTING IN ACCORDANCE W/ ASTM.
3. LICENSED CONTRACTOR IS RESPONSIBLE FOR THE ADEQUACY OF FORMS AND SHORING AND FOR SAFE PRACTICE IN THEIR USE AND REMOVAL.
4. CONCRETE COVER SHALL BE 3" UNLESS OTHERWISE NOTED ON APPROVED DRAWINGS.
5. REINFORCING STEEL SHALL BE IN CONFORMANCE WITH THE LATEST VERSION OF ASTM A615 GRADE 60 SPECIFICATIONS. ALL REINFORCEMENT SHALL BE PLACED IN ACCORDANCE W/ ACI 315 AND ACI MANUAL OF STANDARD PRACTICE.
6. SPLICES IN REINFORCING BARS SHALL NOT BE LESS THAN 48 BAR DIAMETERS AND REINFORCING SHALL BE CONTINUOUS AROUND ALL CORNERS AND CHANGES IN DIRECTION. CONTINUITY SHALL BE PROVIDED AT CORNERS OR CHANGES IN DIRECTION BY BENDING THE LONGITUDINAL STEEL AROUND THE CORNER 48 BAR DIAMETERS.

PILE DRIVING NOTES

1. PILE DRIVING OPERATIONS SHALL BE OBSERVED BY A SPECIAL INSPECTOR, INCLUDING TEST PILES SUFFICIENT TO DETERMINE THE APPROXIMATE LENGTH REQUIRED TO MEET DESIGN CAPACITY.
2. PILES SHALL BE DRIVEN USING AN APPROVED CUSHION BLOCK CONSISTING OF MATERIAL SO ARRANGED SO AS TO PROVIDE THE TRANSMISSION OF THE HAMMER ENERGY.
3. PILES SHALL BE DRIVEN TO REQUIRED MINIMUM 25 TON BEARING CAPACITY.
4. PILES SHALL BE DRIVEN WITH A DROP HAMMER OR GRAVITY HAMMER PROVIDED THE HAMMER SHALL WEIGH NO LESS THAN 3,000 POUNDS, AND THE FALL OF THE HAMMER SHALL NOT EXCEED 6 FT.
5. PILES SHALL BE DRIVEN WITH A VARIATION OF NOT MORE THAN ¼" PER FOOT FROM THE VERTICAL, OR FROM THE BATTER LINE INDICATED, WITH A MAX VARIATION OF THE HEAD OF THE PILE FROM THE POSITION SHOWN ON THE PLANS OF NOT MORE THAN 3".
6. WHERE PILING MUST PENETRATE STRATA OFFERING HIGH RESISTANCE TO DRIVING, THE STRUCTURAL ENGINEER OF RECORD OR SPECIAL INSPECTOR MAY REQUIRE THAT PILES BE SET IN PRE-DRILLED OR PUNCHED HOLES. THE PILES SHALL REACH THEIR FINAL PENETRATION BY DRIVING.

7946 EAST DRIVE 1030
SEAWALL PROJECT

North Bay Village, Florida

CLIENT:
HARBOR ISLAND DEVELOPMENT COMPANY LLC
2850 TIGERTAIL AVENUE
8TH FLOOR
MIAMI, FL 33133

ENVIRONMENTAL CONSULTANT:
OCEAN CONSULTING, LLC.
340 Minorca Avenue, Suite 7
Coral Gables, Florida 33134
Tel: (305) 921-9344
Fax: (305) 677-3254

CONTRACTOR:

PROJECT ENGINEER:
ADOLFO GONZALEZ P.E.

2050 Coral Way Suite 502
Miami, Fl 33145
Office - 305-415-8782

SEAL / SIGNATURE / DATE

Adolfo Gonzalez PE
Lic. No. 58620

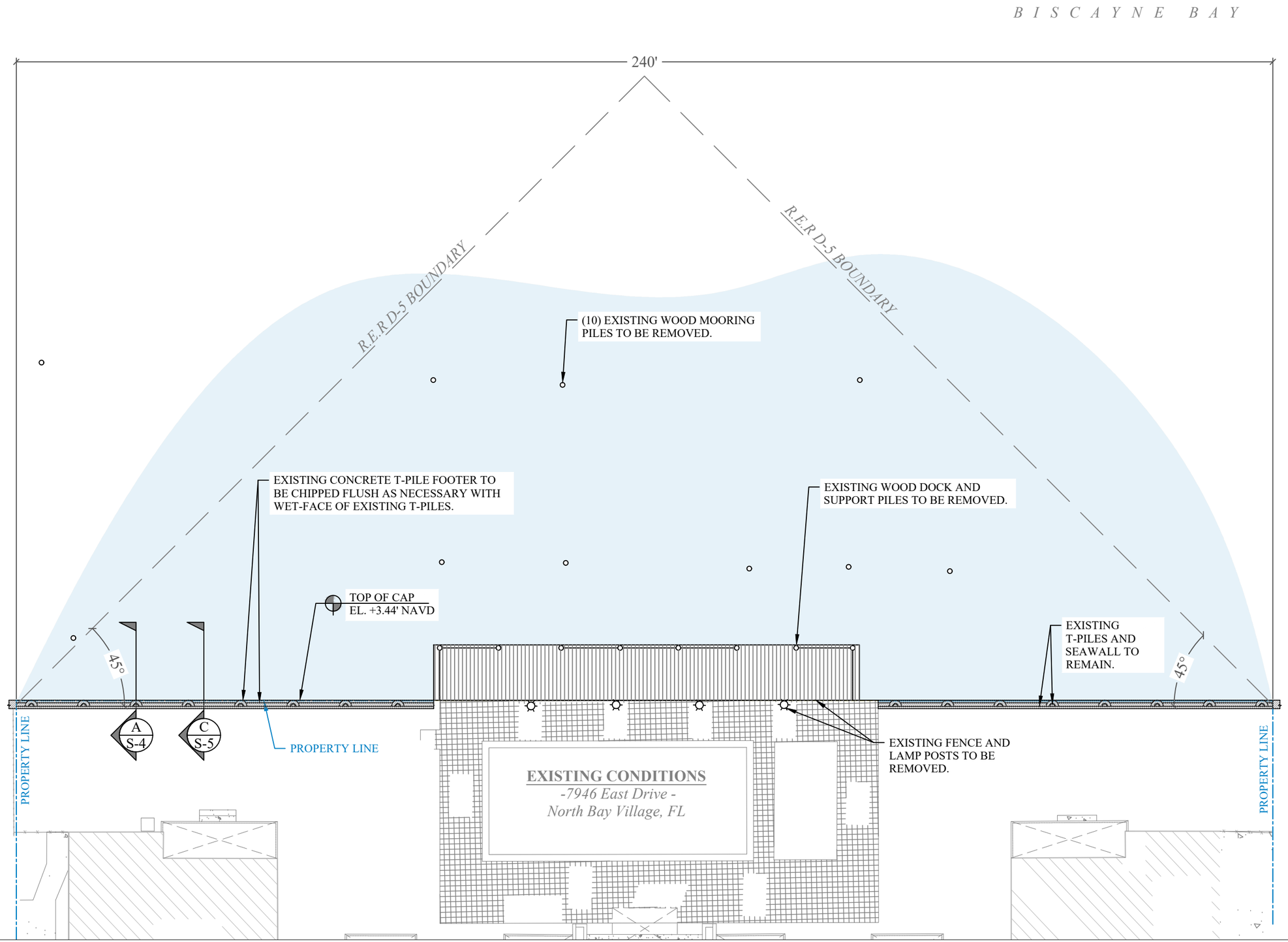
PERMIT DRAWINGS

Issue #	Issue Date
1	June 16, 2025 - DD

PROJECT: 22-12090

PROJECT LOCATION & NOTES

SCALE : AS SHOWN
SHEET NO.
S-1



7946 EAST DRIVE SEAWALL PROJECT

1031

North Bay Village, Florida

CLIENT:
HARBOR ISLAND DEVELOPMENT COMPANY LLC
2850 TIGERTAIL AVENUE
8TH FLOOR
MIAMI, FL 33133

ENVIRONMENTAL CONSULTANT:
OCEAN CONSULTING, LLC.
340 Minorca Avenue, Suite 7
Coral Gables, Florida 33134
Tel: (305) 921-9344
Fax: (305) 677-3254

CONTRACTOR:

PROJECT ENGINEER:
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2050 Coral Way Suite 502
Miami, Fl 33145
Office - 305-415-8782

SEAL / SIGNATURE / DATE

Adolfo Gonzalez PE
Lic. No. 58620

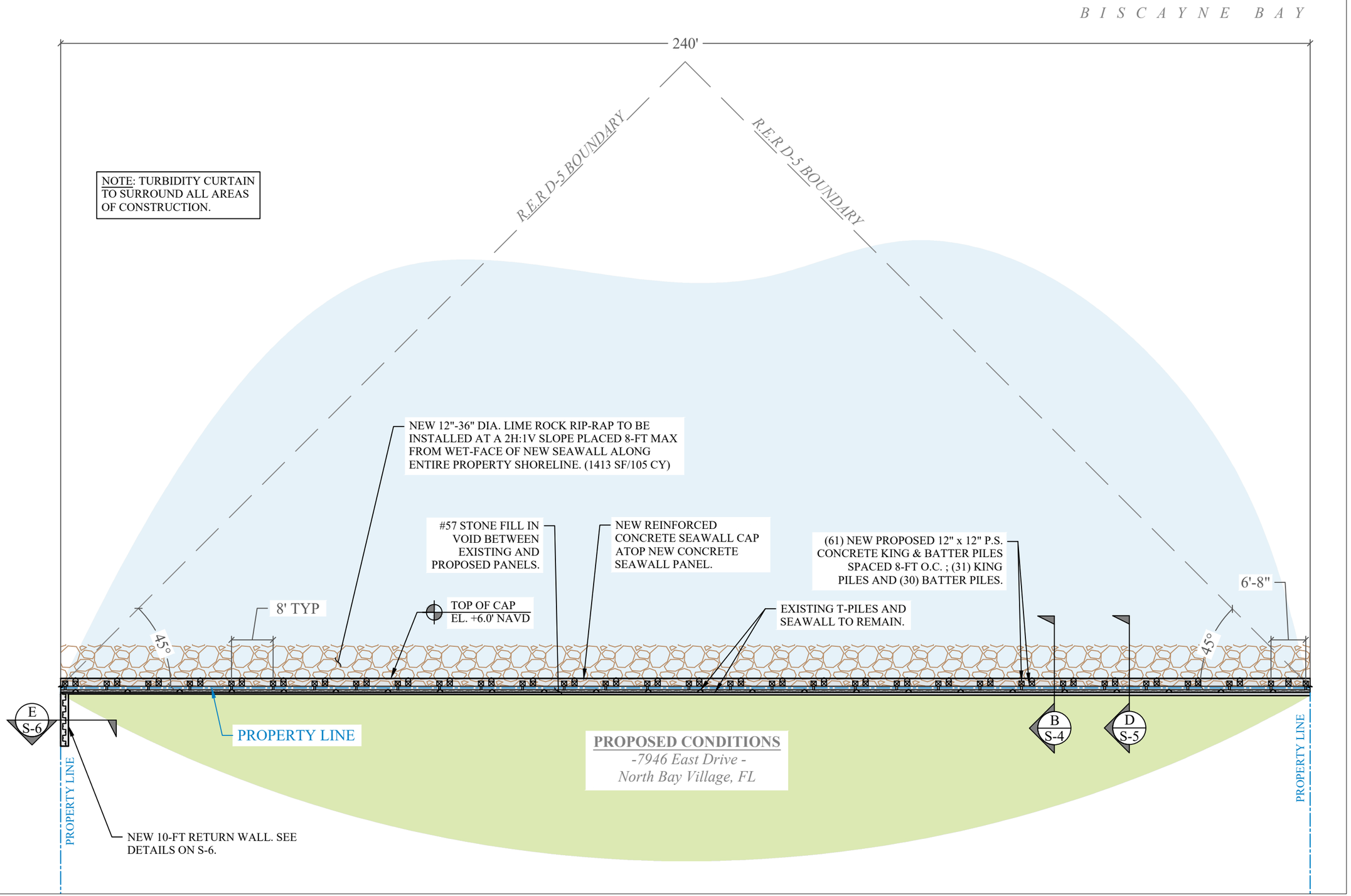
PERMIT DRAWINGS

Issue #	Issue Date
1	June 16, 2025 - DD

PROJECT: 22-12090

EXISTING CONDITIONS

SCALE : AS SHOWN
SHEET NO.
S-2



1032

7946 EAST DRIVE SEAWALL PROJECT

North Bay Village, Florida

CLIENT:
HARBOR ISLAND DEVELOPMENT COMPANY LLC
2850 TIGERTAIL AVENUE
8TH FLOOR
MIAMI, FL 33133

ENVIRONMENTAL CONSULTANT:
OCEAN CONSULTING, LLC.
340 Minorca Avenue, Suite 7
Coral Gables, Florida 33134
Tel: (305) 921-9344
Fax: (305) 677-3254

CONTRACTOR:

PROJECT ENGINEER:
ADOLFO GONZALEZ P.E.
2050 Coral Way Suite 502
Miami, Fl 33145
Office - 305-415-8782

SEAL / SIGNATURE / DATE

Adolfo Gonzalez PE
Lic. No. 58620

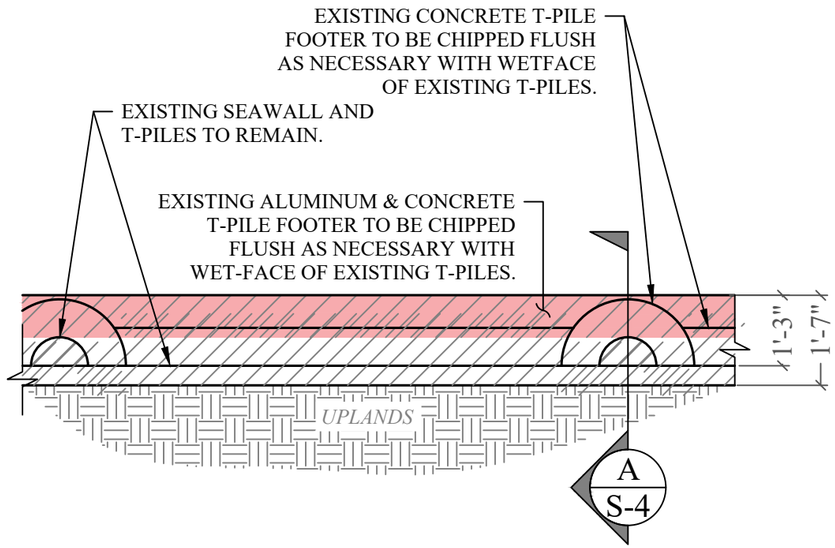
PERMIT DRAWINGS

Issue #	Issue Date
1	June 16, 2025 - DD

PROJECT: 22-12090

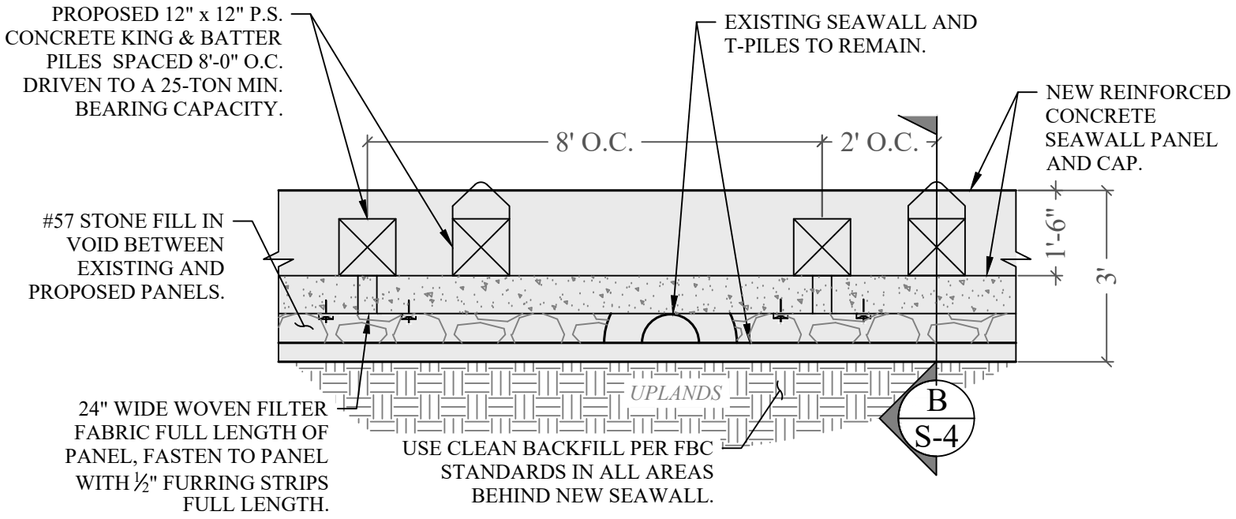
PROPOSED CONDITIONS

SCALE : AS SHOWN
SHEET NO.
S-3



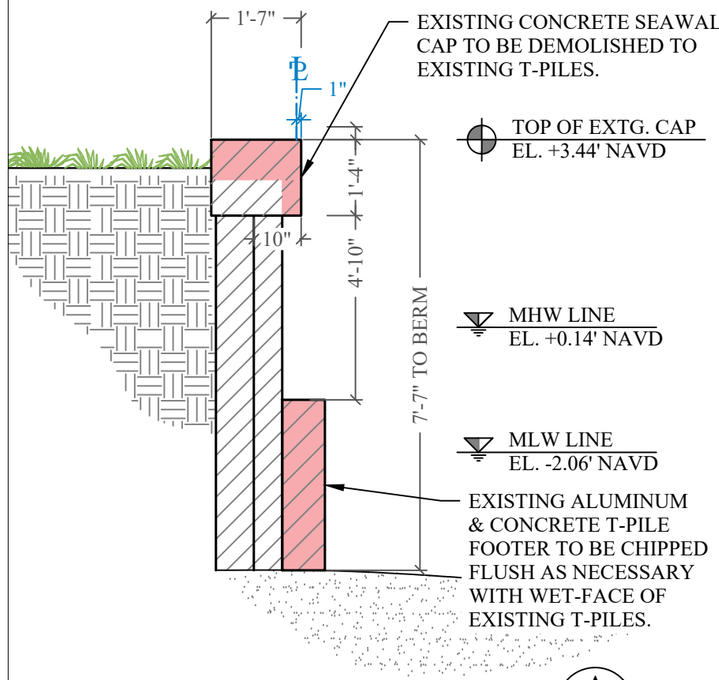
EXISTING SEAWALL CONDITION 1 S-4

SCALE: 3/8" = 1'-0"



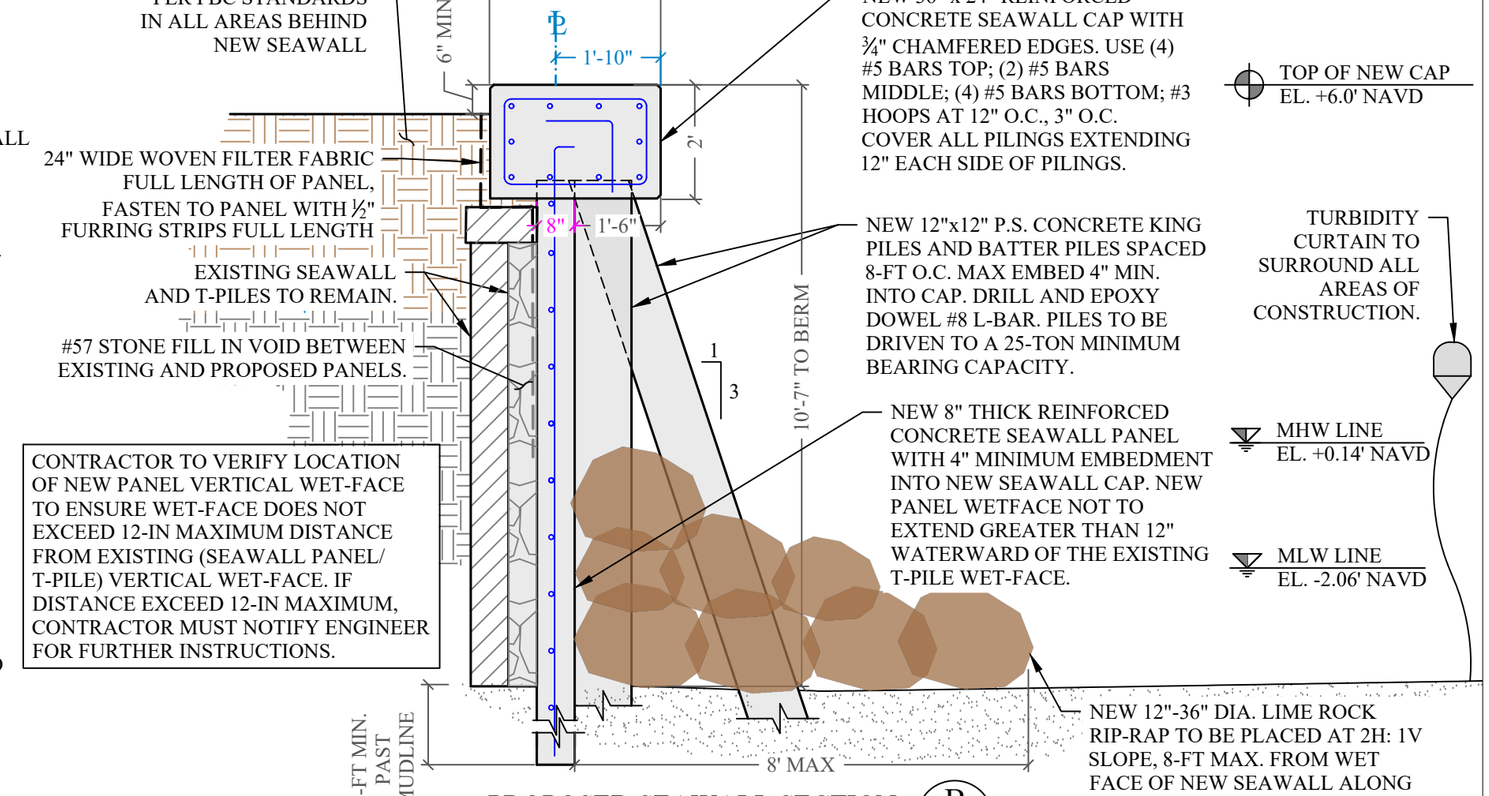
PROPOSED SEAWALL CONDITION 2 S-4

SCALE: ⅜" = 1'-0"



EXISTING SEAWALL SECTION A S-4

SCALE: 3/8" = 1'-0"



PROPOSED SEAWALL SECTION B S-4

SCALE: 3/8" = 1'-0"

1033

7946 EAST DRIVE SEAWALL PROJECT

North Bay Village, Florida

CLIENT:
HARBOR ISLAND DEVELOPMENT COMPANY LLC
2850 TIGERTAIL AVENUE
8TH FLOOR
MIAMI, FL 33133

ENVIRONMENTAL CONSULTANT:
OCEAN CONSULTING, LLC.
340 Minorca Avenue, Suite 7
Coral Gables, Florida 33134
Tel: (305) 921-9344
Fax: (305) 677-3254

CONTRACTOR:

PROJECT ENGINEER:
ADOLFO GONZALEZ P.E.
2050 Coral Way Suite 502
Miami, Fl 33145
Office - 305-415-8782

SEAL / SIGNATURE / DATE

Adolfo Gonzalez PE
Lic. No. 58620

PERMIT DRAWINGS

Issue #	Issue Date
1	June 16, 2025 - DD

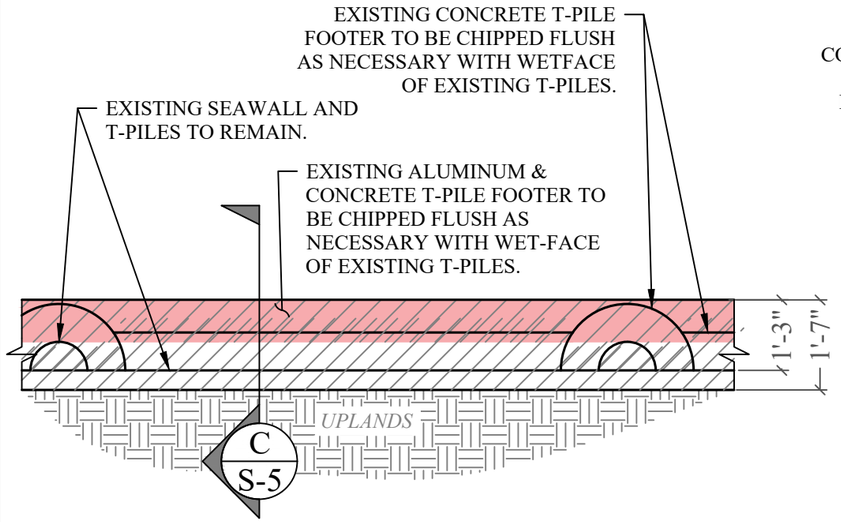
PROJECT: 22-12090

SEAWALL SECTIONS

SCALE : AS SHOWN

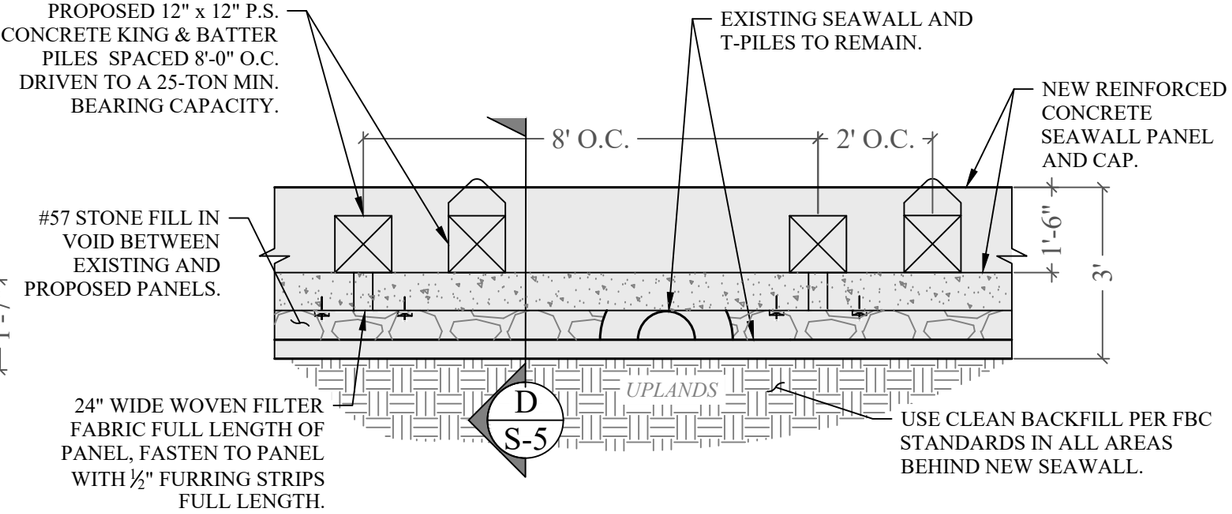
SHEET NO.

S-4



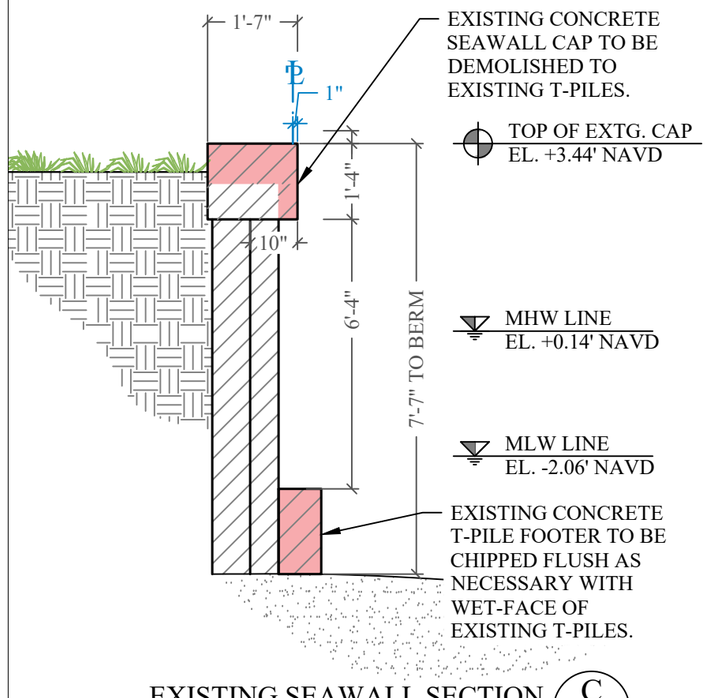
EXISTING SEAWALL CONDITION 3/S-5

SCALE: 3/8" = 1'-0"



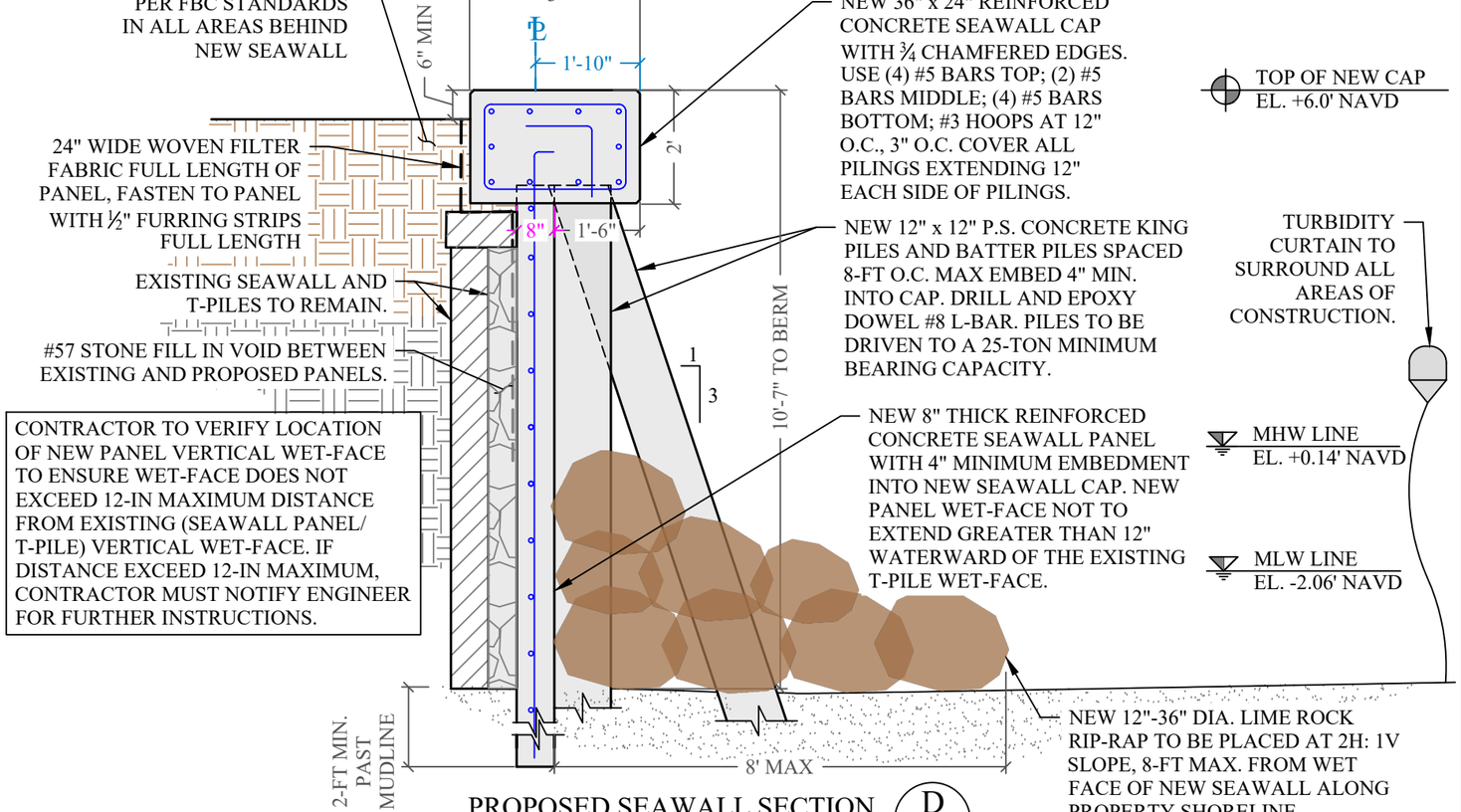
PROPOSED SEAWALL CONDITION 4/S-5

SCALE: ⅜" = 1'-0"



EXISTING SEAWALL SECTION C/S-5

SCALE: 3/8" = 1'-0"



CONTRACTOR TO VERIFY LOCATION OF NEW PANEL VERTICAL WET-FACE TO ENSURE WET-FACE DOES NOT EXCEED 12-IN MAXIMUM DISTANCE FROM EXISTING (SEAWALL PANEL/ T-PILE) VERTICAL WET-FACE. IF DISTANCE EXCEED 12-IN MAXIMUM, CONTRACTOR MUST NOTIFY ENGINEER FOR FURTHER INSTRUCTIONS.

PROPOSED SEAWALL SECTION D/S-5

SCALE: 3/8" = 1'-0"

1034

7946 EAST DRIVE SEAWALL PROJECT

North Bay Village, Florida

CLIENT:
HARBOR ISLAND DEVELOPMENT COMPANY LLC
2850 TIGERTAIL AVENUE
8TH FLOOR
MIAMI, FL 33133

ENVIRONMENTAL CONSULTANT:
OCEAN CONSULTING, LLC.
340 Minorca Avenue, Suite 7
Coral Gables, Florida 33134
Tel: (305) 921-9344
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CONTRACTOR:

PROJECT ENGINEER:
ADOLFO GONZALEZ P.E.
2050 Coral Way Suite 502
Miami, Fl 33145
Office - 305-415-8782

SEAL / SIGNATURE / DATE

Adolfo Gonzalez PE
Lic. No. 58620

PERMIT DRAWINGS

Issue #	Issue Date
1	June 16, 2025 - DD

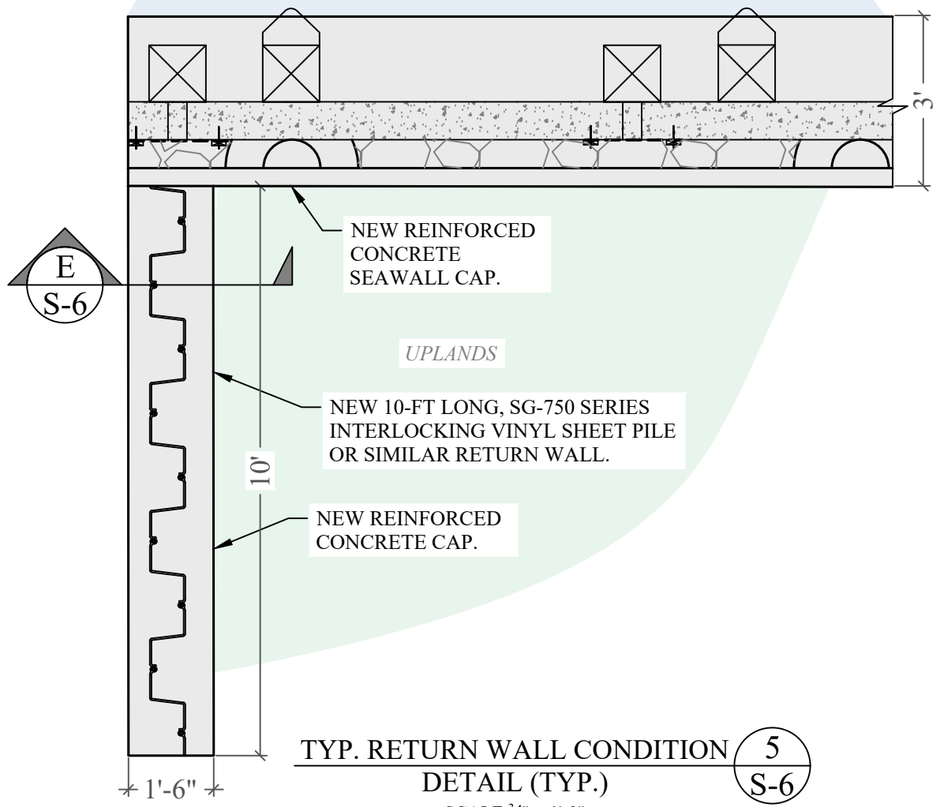
PROJECT: 22-12090

SEAWALL SECTIONS

SCALE : AS SHOWN

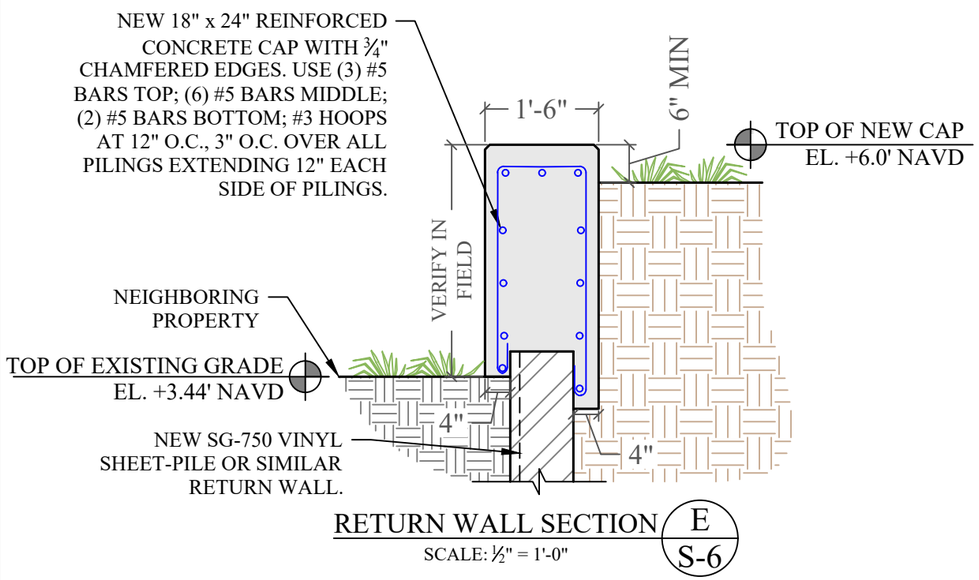
SHEET NO.

S-5



TYP. RETURN WALL CONDITION DETAIL (TYP.) 5 S-6

SCALE: 3/8" = 1'-0"



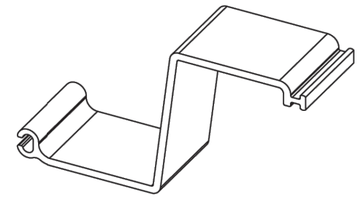
RETURN WALL SECTION E S-6

SCALE: ½" = 1'-0"

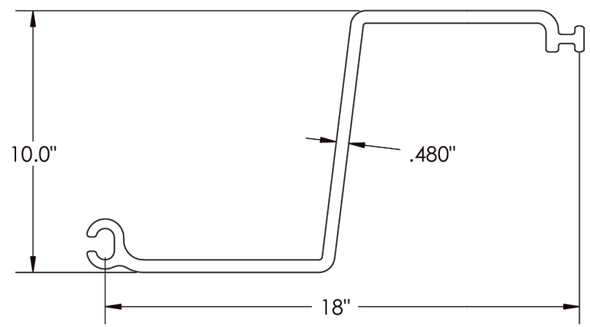
CMI

ShoreGuard Synthetic Sheet Piling

SG-750



Allowable Moment (M)	8,480 ft-lb/ft	37.71 kN-m/m
Section Modulus (Z)	31.8 in^3/ft	1,710 cm^3/m
Moment of Inertia (I)	159 in^4/ft	21,700 cm^4/m
Impact Strength	15,000 in-lbs/in^2	2,625 N-mm/mm^2
Thickness (t)	0.480 in	12.2 mm
Section Depth	10.0 in	254 mm
Section Width	18 in	457 mm
Material	Weatherable Rigid Vinyl	
Standard Colors	Grey, Clay	
Technology	Z Profile, I-Beam Lock, XCR™	
Standard Packaging	12 sheets/bundle	



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cmilc.com

1035

7946 EAST DRIVE SEAWALL PROJECT

North Bay Village, Florida

CLIENT:
HARBOR ISLAND DEVELOPMENT COMPANY LLC
2850 TIGERTAIL AVENUE
8TH FLOOR
MIAMI, FL 33133

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Adolfo Gonzalez PE
Lic. No. 58620

PERMIT DRAWINGS

Issue #	Issue Date
1	June 16, 2025 - DD

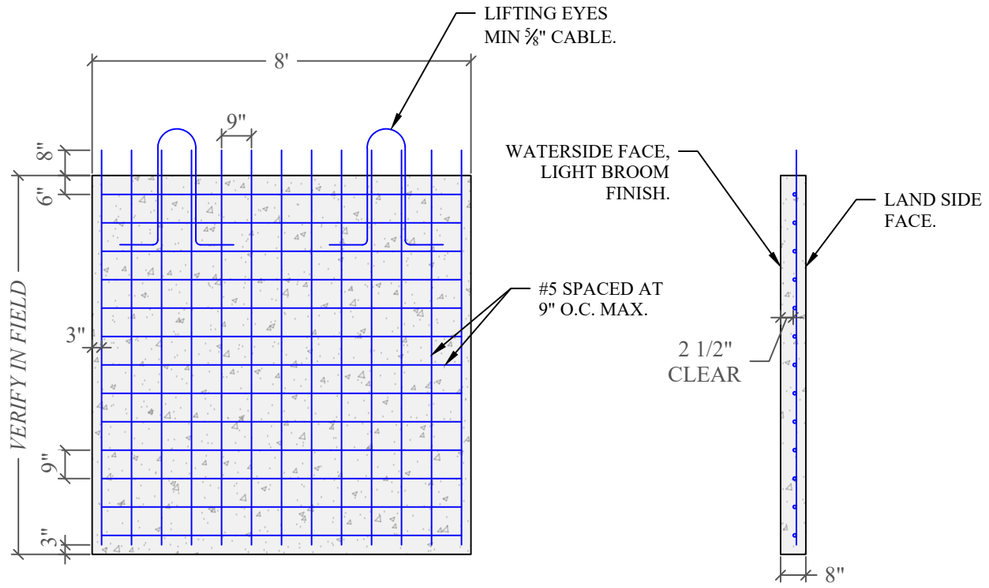
PROJECT: 22-12090

RETURN WALL DETAIL

SCALE : AS SHOWN

SHEET NO.

S-6

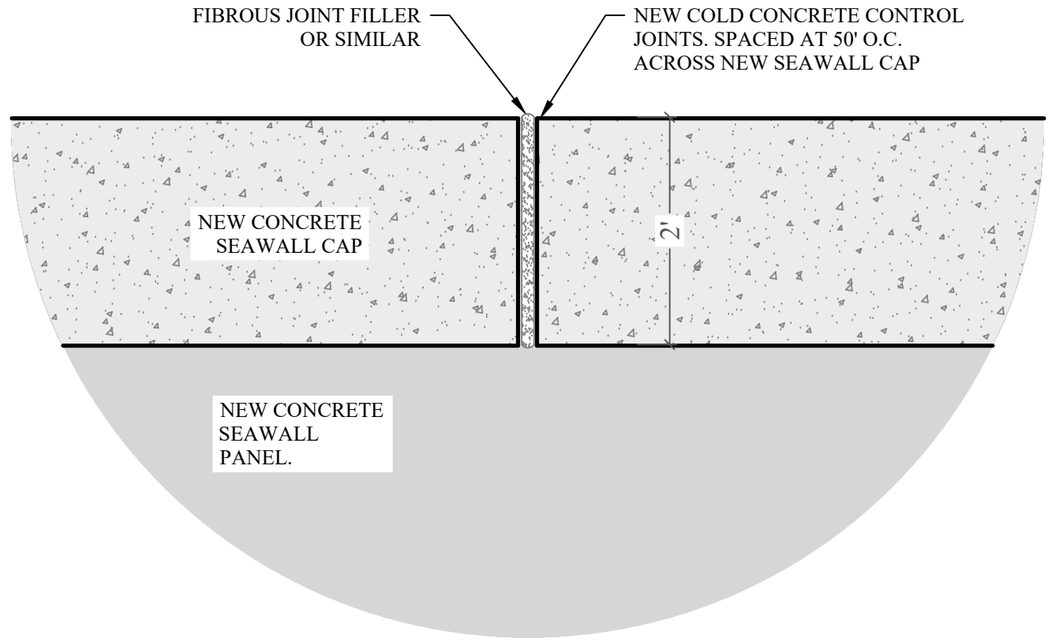


STEEL DETAIL

TYPICAL SECTION

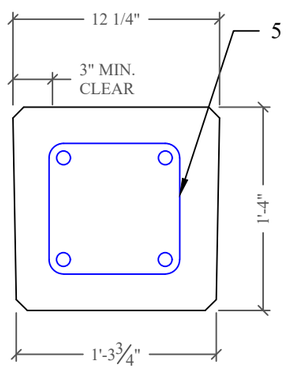
CONCRETE PANEL DETAIL 6/S-7

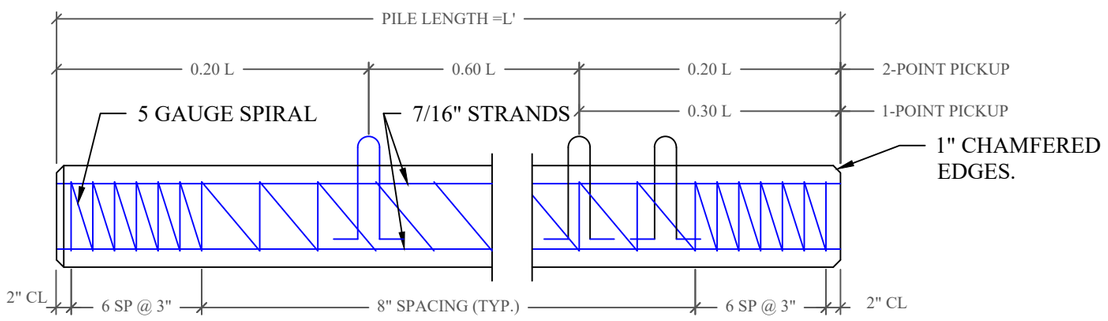
SCALE: 1/4" = 1'-0"



COLD JOINT DETAIL 7/S-7

SCALE: ¾" = 1'-0"





CONCRETE PILE DETAIL 8/S-7

SCALE: 1"=1'-0"

PILE NOTE:

CONCRETE COMPRESIVE STRENGTH:
3000 PSI @ RELEASE
5000 PSI @ DRIVING

STRANDS - USE FOUR 7/16" (270K)
LOW RELAXATION ASTM 416-87
UNCOATED 7-WIRE STRANDS
TENSIONED TO 2.33 KIPS EACH

1-POINT PICKUP-MAXIMUM L = 50'
2-POINT PICKUP-MAXIMUM L = 62'

SPIRAL TO BE ASTM A-82 TIGHT
HARD-DRAWN WIRE

1036

7946 EAST DRIVE
SEAWALL PROJECT

North Bay Village, Florida

CLIENT:
HARBOR ISLAND DEVELOPMENT COMPANY LLC
2850 TIGERTAIL AVENUE
8TH FLOOR
MIAMI, FL 33133

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OCEAN CONSULTING, LLC.
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CONTRACTOR:

PROJECT ENGINEER:
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SEAL / SIGNATURE / DATE

Adolfo Gonzalez PE
Lic. No. 58620

PERMIT DRAWINGS

Issue #	Issue Date
1	June 16, 2025 - DD

PROJECT: 22-12090

SEAWALL PANEL, CONTROL JOINT, AND CONCRETE PILE DETAIL
SCALE : AS SHOWN
SHEET NO.
S-7

ABNEY + ABNEY GREEN SOLUTIONS

Commercial + Residential
Sustainable Development Consulting

Green Certification Management
Commissioning
Building Simulations
Green Home Certifications

March 18, 2025

Silvia Vargas
Village Planner
North Bay Village

Re: Harbor Island – 8000 / 8010 / 8020 East Drive

Dear Ms. Vargas,

The purpose of this letter is to attest that I, Kyle Abney, have met all the requirements and am currently in good standing with the Home Innovation Research Labs and their National Green Building Standard (NGBS) certification program as an accredited NGBS Master Green Verifier. With this credential, I am qualified to perform third-party design reviews and field verification services for projects that are pursuing a NGBS green building certification.

Harbor Island Development Company, LLC has hired my firm, Abney + Abney Green Solutions, to provide consulting services for their referenced project, located at 8000 / 8010/ 8020 East Drive in North Bay Village (NBV), Florida. As the sustainable design consultants for this project, our team will work closely with both the design and construction teams to secure the NGBS Bronze Certification. Our services include review of the design and construction documents as well as multiple site visits to verify and document each element of the NGBS program and NBV's Green Building Program is implemented to confirm the project remains on track to earn an NGBS Bronze Certification and meet NBV's Green Building Program requirements.

Please contact me with any questions.

Respectfully,



Kyle M. Abney
Principal

PO Box 919 | Palm City, FL 34991 | 863.634.1045 | kyle@abneygreen.com

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Summary of Results of the Design Phase

Project Name: Harbor Island
Location: 8000 East Drive, North Bay Village, Florida 33141

✓	**No Mandatory items missing on the "Overview (Design)" page**

	Points Required				Points Claimed	Mandatory Practices	No Errors
	Bronze	Silver	Gold	Emerald			
Chapter 5: Lot Design, Preparation, and Development	50	64	93	121	**142**	✓	✓
Chapter 6: Resource Efficiency	43	59	89	119	**68**	✓	✓
Chapter 7: Energy Efficiency	30	45	60	70	**43**	✓	✓
Chapter 8: Water Efficiency	25	39	67	92	**49**	✓	✓
Chapter 9: Indoor Environmental Quality	25	42	69	97	**44**	✓	✓
Chapter 10: Operation, Maintenance, and Building Owner Education	8	10	11	12	**15**	✓	✓
Additional Points required	50	75	100	100			
Additional points required due to SF over 4000 (601.1)	0	0	0	0			
Total points required	231	334	489	611	**361**		

Additional Points Claimed	**180**	**102**	**(28)**	**(150)**

Overall Level Achieved for Design	**Bronze**

ABNEY GREEN ABNEY SOLUTIONS

CHAPTER 5 - Lot Design, Preparation, and Development

Section 501 - Lot Selection		Claimed	Documentation	Assigned To	Notes
501.1 - Lot					
501.1	The lot is selected to minimize environmental impact by one or more of the following:				
	(1) An infill lot is selected.	Yes	Evidence that the lot is adjacent to land that has been previously developed for al least five years.	Related	
	(2) An infill lot is selected that is a greyfield.	Yes	Evidence that the site was a previously developed site with abandoned or underutilized structures.	Related	
501.2 - Multi-modal transportation					
501.2	A range of multi-modal transportation choices are promoted by one or more of the following:				
	(1) Lot is selected within one-half mile of pedestrian access to a mass transit system or within five miles of a mass transit station with provisions for parking.	Yes	Map showing location of transportation relative to the building.	AbneyGreen	
	(3) Walkways, street crossings and entrances designed to promote pedestrian activity are provided. New buildings are connected to existing sidewalks and areas of development.	Yes	None. Infrastructure in the community should be considered applicable to this practice.	Arquitectonica	

Section 502 - Project Team, Mission Statement and Goals		Claimed	Documentation	Assigned To	Notes
502.1	A knowledgeable team is established and team members roles are identified with respect to green lot design, preparation and development. The project's green goals and objectives are written into a mission statement.	Yes	Project mission statement, goals and specific team members roles identified.	AbneyGreen	Certification Plan

Section 503 - Lot Design		Claimed	Documentation	Assigned To	Notes
503.1 - Natural resources					
503.1	(1) A natural resources inventory is completed under the direction of a qualified professional.	Yes	Natural resources inventory signed by qualified professional.	Kimley-Horn	Tree survey
503.3 - Soil disturbance and erosion					
503.3	(3) Limits of clearing and grading are demarcated on the plan.	Yes	Plans showing grading & clearing limits.	Kimley-Horn	
503.4 - Storm water management					
503.4	The stormwater management system is designed to use low-impact development/green infrastructure practices to preserve, restore or mitigate changes in site hydrology due to land disturbance and the construction of impermeable surfaces through the use of one or more of the following techniques:				
	(2) A hydrologic analysis is conducted that results in the design of a stormwater management system that maintains the pre-development (i.e., stable, natural) runoff hydrology of the lot throughout the development or redevelopment process. Post-construction runoff rate, volume, and duration cannot exceed predevelopment rates.	Yes	Hydrologic analysis; plans that show features to minimize concentrated flows.	Kimley-Horn	
	(3) Low-Impact Development/Green infrastructure stormwater management practices to promote infiltration and evapotranspiration are used to manage rainfall on the lot and prevent the off-lot discharge of runoff from all storms up to and including the volume of following storm events:	Yes	Engineer's report showing X% event will not result in rainwater leaving the lot.	Kimley-Horn	
	(c) 95th percentile storm event				
	(5) Complete gutter and downspout system directs storm water away from foundation to vegetated landscape area, a raingarden, or catchment system that provides for water infiltration.	Yes	Field verification	MEP Eng / Kimley-Horn	Tied to underground storm system

503.5 - Landscape plan					
503.5	A plan for the lot is developed to limit water and energy use while preserving or enhancing the natural environment.				
	(2) Non-invasive vegetation that is native or regionally appropriate for local growing conditions is selected to promote biodiversity.	Yes	List of regionally appropriate plants must be on plan. Landscape contractor statement or labels on plants.	Witkin Hults	
	(5) For landscaped vegetated areas, the maximum percentage of turf area is:	Yes	Calculation showing % of lot (minus building footprint & hardscape) that is turf or EPA Budget Tool. Landscape plan by qualified landscape professional stating intent of practice will be met.	Witkin Hults	Assumed - Poss 0%
	(b) Greater than 0% to less than 20%				
	(6) Plants with similar watering needs are grouped (hydrozoning) and shown on the lot plan.	Yes	Landscape plan by qualified landscape professional showing watering needs.	Witkin Hults	
503.7 - Environmentally sensitive areas					
503.7	The lot is in accordance with one or both of the following:				
	(2) Compromised environmentally sensitive areas are mitigated or restored.	Yes	Lot specific plan showing original location of sensitive areas. Plan by qualified professional showing appropriate mitigations steps.	Kimley-Horn	Biscayne Bay
Section 504 - Lot Construction		***Claimed***	***Documentation***	***Assigned To***	***Notes***
504.1 - On-site supervision and coordination					
504.1	On-site supervision and coordination is provided during clearing, grading, trenching, paving and installation of utilities to ensure that specified green development practices are implemented.	Yes	List of practices implemented.	GC/Builder	
504.3 - Soil disturbance and erosion control					
504.3	On-site soil disturbance and erosion are minimized by one or more of the following in accordance with the SWPPP or applicable plan:				
	(1) Sediment and erosion controls are installed on the lot and maintained in accordance with the stormwater pollution prevention plan, where required.	Yes	SWPPP	Kimley-Horn / GC/Builder	
	(2) Limits of clearing and grading are staked out on the lot.	Yes	Field verification	GC/Builder	
	(7) Soil is improved with organic amendments and mulch.	Yes	Invoice or evident from landscape contractor	Kimley-Horn / GC/Builder	
Section 505 - Innovative Practices		***Claimed***	***Documentation***	***Assigned To***	***Notes***
505.1 - Driveways or parking areas					
505.1	Driveways and parking areas are minimized by one or more of the following:				
	(3) Structured parking is utilized to reduce the footprint of surface parking areas.	Yes	Field verification	Arquitectonica	100%
	(c) greater than 75%				
505.3 - Density					
505.3	The average density on the lot on a net developable area basis is:	Yes	Calculation of number of units divided by lot size for the building.	Arquitectonica	91 units/acre
	(5) 70 or greater dwelling units per acre				
505.9 - Smoking prohibitions					
505.9	Signs are provided on multifamily and mixed-use lots prohibiting smoking at the following locations:				
	(a) Smoking is prohibited within 25 ft. of all building exterior doors and operable windows or building air intakes within 15 vertical feet of grade or a walking surface.	Yes	Field verification	Related	Assumed - Smoking will not be allowed anywhere on property, including in the units.
	(b) Smoking is prohibited on decks, balconies, patios and other occupied exterior spaces.	Yes	Field verification	Related	
	(c) Smoking is prohibited at all parks, playgrounds, and community activity or recreational spaces.	Yes	Field verification	Related	

505.10 - Exercise & recreation area					
505.10	For multifamily buildings, on-site dedicated recreation space for exercise or play opportunities for adults and/or children open and accessible to residents is provided.				
	(a) A dedicated area of at least 400 sq. ft. is provided inside the building with adult exercise and/or children's play equipment	Yes	Field verification	Arquitectonica	
	(b) A courtyard, garden, terrace, or roof space at least 10% of the lot area that can serve as outdoor space for children's play and /or adult activities is provided	Yes	Field verification	Arquitectonica	
	(c) Active play/recreation areas are illuminated at night to extend opportunities for physical activity into the evening.	Yes	Field verification	Arquitectonica / MEP Eng	

CHAPTER 6 - Resource Efficiency

Section 601 - Quality of Construction Materials and Waste		***Claimed***	***Documentation***	***Assigned To***	***Notes***
601.1 - Conditioned floor area					
601.1	Finished floor area of a dwelling unit is limited. Finished floor area is calculated in accordance with ANSI Z765 for single family and ANSI/BOMA Z65.4 for multifamily buildings. Only the finished floor area for stories above grade plane is included in the calculation.	Yes	Plans or other document by architect or designer showing square footage calculation per ANSI Z765. Calculation showing weighted average unit size for multi-family buildings.	Arquitectonica	Average is 2,034 SF
	(4) less than or equal to 2,000 square feet (186 m2)				
601.4 - Framing and structural plans					
601.4	Detailed framing or structural plans, material quality lists and on-site cut lists for framing, structural materials and sheathing materials are provided.	Yes	Detailed framing or structural plans, material quantity lists and on-site cut lists for framing, structural materials, and sheathing materials are provided.	Struct Eng	
601.6 - Stacked stories					
601.6	Stories above grade are stacked, such as in 1½-story, 2-story, or greater structures. The area of the upper story is a minimum of 50 percent of the area of the story below based on areas with a minimum ceiling height of 7 feet.	Yes	Field verification	Arquitectonica	29-story building

Section 602 - Enhanced Durability and Reduced Maintenance		***Claimed***	***Documentation***	***Assigned To***	***Notes***
602.1 - Moisture Management - Building Envelope					
602.1.1	Capillary breaks				
602.1.1.1	A capillary break and vapor retarder are installed at concrete slabs in accordance with ICC IRC Sections R506.2.2 and R506.2.3 or ICC IBC Sections 1907 and 1805.4.1	**Mandatory**	Plans/specifications AND scope of work(s) detailing how this mandatory requirement has been met. Photo(s) showing installation. Report from certified professional when the building code exceptions are used.	Arquitectonica	
602.1.1.2	A capillary break between the footing and the foundation wall is provided to prevent moisture migration into foundation wall.	Yes	Plans/specifications AND scope of work(s) detailing how this requirement has been met. Photo(s) showing installation.	Arquitectonica	
602.1.6 - Termite-resistant materials					
602.1.6	In areas of termite infestation probability, termite-resistant materials are used as follows:	Yes	Field verification	Arquitectonica	
	(3) Very heavy termites - foundation, all structural walls, floors, concealed roof spaces, exterior decks, and exterior claddings.				
602.1.7 - Moisture control measures					
602.1.7.1	Moisture control measures are in accordance with the following:				
	(1) Building materials with visible mold are not installed or are cleaned or encapsulated prior to concealment and closing.	Yes	Field verification	GC/Builder	
	(2) Insulation in cavities is dry in accordance with manufacturer's instructions when enclosed (e.g., with drywall).	**Mandatory**	If wet insulation is used, provide documentation of the moisture content before enclosure.	GC/Builder	

602.1.7.2	Moisture content of subfloor, substrate, or concrete slabs is in accordance with the appropriate industry standard for the finish flooring to be applied.	Yes	Flooring manufacturer's recommendations for moisture content. Moisture sampling data by builder or 3rd party.	GC/Builder	
602.1.8 - Water-resistive barrier					
602.1.8	Where required by the ICC IRC or IBC, a water-resistive barrier and/or drainage plane system is installed behind exterior veneer and/or siding.	**Mandatory**	Plans, specification, or scope of work showing WRB or drainage plane.	Arquitectonica / GC/Builder	
602.1.9 - Flashing					
602.1.9	Flashing is provided as follows to minimize water entry into wall and roof assemblies and to direct water to exterior surfaces or exterior water-resistive barriers for drainage. Flashing details are provided in the construction documents and are in accordance with the fenestration manufacturer's instructions, the flashing manufacturer's instructions, or as detailed by a registered design professional.	**Mandatory**	Plans showing flashing details at all required locations.	Arquitectonica / GC/Builder	
	(1) Flashing is installed at all of the following locations, as applicable:				
	(a) around exterior fenestrations, skylights, and doors				
	(b) at roof valleys				
	(c) at all building-to-deck, -balcony, -porch, and -stair intersections				
	(d) at roof-to-wall intersections, at roof-to-chimney intersections, at wall-to-chimney intersections, and at parapets.				
	(e) at ends of and under masonry, wood, or metal copings and sills				
	(f) above projecting wood trim				
	(g) at built-in roof gutters, and				
	(h) drip edge is installed at eaves and rake edges.				
	(2) All window and door head and jamb flashing is either self-adhered flashing complying with AAMA 711-13 or liquid applied flashing complying with AAMA 714-15 and installed in accordance with fenestration or flashing manufacturer's installation instructions.	Yes	Plans showing flashing details at all required locations.	Arquitectonica / GC/Builder	
602.1.10 - Exterior doors					
602.1.10	Entries at exterior door assemblies, inclusive of side lights, are covered by one of the following methods to protect the building from the effects of precipitation and solar radiation. A projection factor of 0.375 minimum is provided. Eastern- and western-facing entries in Climate Zones 1, 2, and 3, as determined in accordance with Figure 6(1) or Appendix C, have a projection factor of 1.0 minimum, unless protected from direct solar radiation by other means (e.g., screen wall, vegetation).	Yes	Projection factor calculations = overhang width/ height to the overhang (Measure height from sill of window or door to the overhang)	Arquitectonica	Interior loaded corridor
602.1.11 - Tile backing materials					
602.1.11	Tile backing materials installed under tiled surfaces in wet areas are in accordance with ASTM C1178, C1278, C1288, or C1325. Mandatory for certification.	**Mandatory**	Manufacturer's literature/specification/labeling showing ASTM compliance. Plans/specifications and scope of work showing installation.	Arquitectonica / GC/Builder	Cannot be paper-faced
602.1.14 - Architectural features					
602.1.14	Architectural features that increase the potential for water intrusion are avoided:				
	(1) All horizontal ledgers are sloped away to provide gravity drainage as appropriate for the application.	**Mandatory**	Field verification	Arquitectonica	
	(2) No roof configurations that create horizontal valleys in roof design.	Yes	Field verification	Arquitectonica	
	(3) No recessed windows and architectural features that trap water on horizontal surfaces.	Yes	Field verification	Arquitectonica	
602.2 - Roof surfaces					
602.2	A minimum of 90% of roof surfaces, not used for roof penetrations and associated equipment, on-site renewable energy systems such as photovoltaics or solar thermal energy collectors, or rooftop decks, amenities and walkways, are constructed of one or both of the following:				
	(1) Products that are in accordance with the ENERGY STAR cool roof certification or equivalent	Yes	Manufacturer's literature showing ENERGY STAR cool roof certification or equivalent	Arquitectonica	White TPO
602.3 - Roof water discharge					
602.3	A gutter and downspout system or splash blocks and effective grading are provided to carry water a minimum of 5 feet away from perimeter foundation walls.	Yes	Field verification	Arquitectonica / Kimley-Horn	Tied to underground storm system

602.4 - Finished grade					
602.4.1	Finished grade at all sides of a building is sloped to provide a minimum of 6 inches of fall within 10 feet of the edge of the building. Where lot lines, walls, slopes, or other physical barriers prohibit 6 inches of fall within 10 feet, the final grade is sloped away from the edge of the building at a minimum slope of 2%.	**Mandatory**	Field verification	Kimley-Horn	
602.4.3	Water is directed to drains or swales to ensure drainage is away from the structure.	Yes	Field verification	Arquitectonica / Kimley-Horn	Tied to underground storm system
Section 605 - Recycled Construction Waste		***Claimed***	***Documentation***	***Assigned To***	***Notes***
605.1 - Hazardous waste					
602.4.1	The construction and waste management plan shall include information on the proper handling and disposal of hazardous waste. Hazardous waste is properly handled and disposed.	**Mandatory**	Field verification	GC/Builder	
Section 607 - Recycling & Waste Reduction		***Claimed***	***Documentation***	***Assigned To***	***Notes***
607.2 - Food waste disposer					
607.2	A minimum of one food waste disposer is installed at the primary kitchen sink.	Yes	Field verification	MEP Eng / GC/Builder	
Section 609 - Regional Materials		***Claimed***	***Documentation***	***Assigned To***	***Notes***
609.1 - Regional materials					
609.1	Regional materials are used for major and/or minor components of the building. For a component to comply with this practice, a minimum of 75% of all products in that component category must be sourced regionally, e.g., stone veneer category – 75% or more of the stone veneer on a project must be sources regionally.	Yes	List of materials or components and manufacturing location used in the project that are extracted, processed and manufactured within 500 miles.	GC/Builder	Concrete, CMU and drywall
Section 612 - Innovative Practices		***Claimed***	***Documentation***	***Assigned To***	***Notes***
612.3 - Universal design elements					
612.3	Dwelling incorporates one or more of the following universal design elements. Conventional industry construction tolerances are permitted.	Yes	Field verification	Arquitectonica / MEP Eng	
	(1) Any no-step entrance into the dwelling which (1) is accessible from a substantially level parking or drop-off area (no more than 2%) via an accessible path which has no individual change in elevation or other obstruction of more than 1-1/2 inches in height with the pitch not exceeding 1 in 12 and (2) provides a minimum 32-inch wide clearance into the dwelling.	Yes			
	(2) Minimum 36-inch wide accessible route from the no-step entrance into at least one visiting room in the dwelling and into at least one full or half bathroom which has a minimum 32-inch clear door width and a 30-inch by 48-inch clear area inside the bathroom outside the door swing.	Yes			
	(3) Minimum 36-inch wide accessible route from the no-step entrance into at least one bedroom which has a minimum 32-inch clear door width.	Yes			
	(4) Blocking or equivalent installed in the accessible bathroom walls for future installation of grab bars at water closet and bathing fixture, if applicable.	Yes			
	(5) All interior and exterior door handles are levers rather than knobs.	Yes			
	(8) All light switches are rocker-type switches or other similar switches that can be operated by pressing them (with assistive devices). Toggle-type switches may not be used.	Yes			
CHAPTER 7 - Energy Efficiency					
Section 701 - Minimum Energy Efficiency Requirements		***Claimed***	***Documentation***	***Assigned To***	***Notes***

701.1.1	Minimum performance path requirements A building complying with Section 702 shall include a minimum of two practices from Section 705.	**Mandatory**	Software report indicating at least compliance with the 2015 IECC requirement for the relevant climate location. Acceptable software includes, among others, REM/Rate, Open Studio, or EnergyGauge.	MEP Eng	
701.3	A review by a third party shall be conducted to verify design and compliance with Chapter 7.	**Mandatory**	3rd party report/statement showing design has been reviewed to ensure energy efficient performance or specific prescriptive details are adequately implemented in the building's design, and to ensure proper integration of various energy efficient technologies. In Climate Zone 1 PE must sign off that the system will maintain the cooling season indoor humidity less than the ASHRAE Simplified method for Design Indoor RH (70%) if the system size is not consistent with Manual S.	AbneyGreen	
701.4.1.1	HVAC systems HVAC system sizing - Space heating and cooling system/equipment is sized according to heating and cooling loads calculated using ACCA Manual J, or equivalent.	**Mandatory**	Software output report using ACCA Manual J or equivalent with recommended HVAC equipment sizes.	MEP Eng	
701.4.2.1	Duct air sealing Ducts are air sealed. All duct sealing materials are in conformance with UL 181A or UL 181B specifications and are installed in accordance with manufacturer's instructions.	**Mandatory**	For buildings with ducted systems provide product spec or trade contractor's scope of work to confirm use of duct sealing using UL 181 tape, mastic, gaskets, or an IRC or ICC/IMC approved system.	MEP Eng / GC/Builder	
701.4.2.2	Ducts & Plenums Building cavities are not used as supply ducts or plenums.	**Mandatory**	Field verification	MEP Eng	
701.4.2.3	Duct system sizing Duct system is sized and designed in accordance with ACCA Manual D or equivalent.	**Mandatory**	Software output report for this building using ACCA Manual D or equivalent.	MEP Eng	
701.4.3.1	Building thermal envelope air sealing The building thermal envelope is durably sealed to limit infiltration. The sealing methods between dissimilar materials allow for differential expansion and contraction. The following are caulked, gasketed, weather-stripped or otherwise sealed with an air barrier material, suitable film, or solid material: (a) All joints, seams and penetrations. (b) Site-built windows, doors, and skylights. (c) Openings between window and door assemblies and their respective jambs and framing. (d) Utility penetrations. (e) Dropped ceilings or chases adjacent to the thermal envelope. (f) Knee walls. (g) Walls and ceilings separating conditioned spaces from unconditioned spaces. (h) Behind tubs and showers on exterior walls. (i) Common walls between dwelling units. (j) Attic access openings. (k) Joints of framing members at rim joistsRim joist junction. (l) Top and bottom plates	**Mandatory**	Drawing, specifications, scopes of work detailing air sealing that is not readily inspected during the rough inspection.	GC/Builder / AbneyGreen	
701.4.3.2	Air sealing and insulation Grade 2 and 3 insulation installation is not permitted. Building envelope air tightness and insulation installation is verified to be in accordance with Section 701.4.3.2(1) and 701.4.3.2(2). (2) Visual inspection - The air barrier and insulation items listed in Table 701.4.3.2(2) are field verified by visual inspection.	**Mandatory**	Insulation installation requirements, either manufacturer's instructions or specific look code guidance.	GC/Builder / AbneyGreen	
	Grade 1 insulation installations are in accordance with the following: (1) Grading applies to field-installed insulation products. (2) Grading applies to ceilings, walls, floors, band joists, rim joists, conditioned attics basements and crawlspaces, except as specifically noted.	**Mandatory**	Field verification	GC/Builder / AbneyGreen	

701.4.3.2.1	(3) Inspection is conducted before insulation is covered. (4) Air-permeable insulation is enclosed on all six sides and is in substantial contact with the sheathing material on one or more sides (interior or exterior) of the cavity. Air permeable insulation in ceilings is not required to be enclosed when the insulation is installed in substantial contact with the surfaces it is intended to insulate. (5) Cavity insulation uniformly fills each cavity side-to-side and top-to-bottom, without substantial gaps or voids around obstructions (such as blocking or bridging). (6) Cavity insulation compression or incomplete fill amounts to 2% or less, presuming the compressed or incomplete areas are a minimum of 70% of the intended fill thickness; occasional small gaps are acceptable. (7) Exterior rigid insulation has substantial contact with the structural framing members or sheathing materials and is tightly fitted at joints. (8) Cavity insulation is split, installed, and/or fitted tightly around wiring and other services. (9) Exterior sheathing is not visible from the interior through gaps in the cavity insulation. (10) Faced batt insulation is permitted to have side-stapled tabs, provided the tabs are stapled neatly with no buckling, and provided the batt is compressed only at the edges of each cavity, to the depth of the tab itself. (11) Where properly installed, ICFs, SIPs, and other wall systems that provide integral insulation are deemed in compliance with the Grade 1 insulation installation requirements.				
701.4.3.4	Fenestration air leakage Windows, skylights and sliding glass doors have an air infiltration rate of no more than 0.3 cfm per square foot, and swinging doors no more than 0.5 cfm per square foot, when tested in accordance with NFRC 400 or AAMA/WDMA/CSA 101/I.S.2/A440 by an accredited, independent laboratory and listed and labeled. This practice does not apply to site-built windows, skylights, and doors.	**Mandatory**	Manufacturer's label or literature indicating listing complying with this practice.	Arquitectonica / GC/Builder	
701.4.4	High-efficacy lighting Lighting efficacy in dwelling units is in accordance with one of the following: (1) A minimum of 75% of the total hard-wired lighting fixtures, or the bulbs in those fixtures, qualify as high efficacy or equivalent. (60 lumens/W for lamps over 40W; 50 lumens/W for lamps over 15W to 40W; 40 lumens/W for lamps 15W or less.)	**Mandatory**	Field verification	MEP Eng / AbneyGreen	Either/Or
	(2) Lighting power density, measured in watts/square foot, is 1.1 or less.	**Mandatory**	Field verification	MEP Eng	Either/Or
701.4.5	Boiler supply piping Boiler supply piping in unconditioned space is insulated.	**Mandatory**	Field verification	MEP Eng	Being used?

Section 702 - Performance Path		***Claimed***	***Documentation***	***Assigned To***	***Notes***
702.2 - Energy cost performance					
702.2.1	ICC IECC analysis - Energy efficiency features are implemented to achieve energy cost or source energy performance that meets the ICC IECC. A documented analysis using software in accordance with ICC IECC, Section R405, or ICC IECC Section C407.2 through C407.5, applied as defined in the ICC IECC, is required.	**Mandatory**	EnergyGauge meets the requirement.	MEP Eng	
702.2.2	Energy cost performance analysis - Energy cost savings levels above the ICC IECC are determined through an analysis that includes improvements in building envelope, air infiltration, heating system efficiencies, cooling system efficiencies, duct sealing, water heating system efficiencies, lighting and appliances.	Yes	If performance claim is 1) not to be supported by performance test data, and 2) not to be based on energy recovery; then 1) the qualified professional must assume in their energy simulation an SLA of 0.00036 for the infiltration, 2) duct system efficiency of 0.88 when all ducts are in conditioned space, and 3) no energy recovery for the ventilation system for either the REM/Rate or EnergyGauge output report. If there is duct work outside of the conditioned space then the duct blaster test must be conducted in accordance with the 2018 IECC.	MEP Eng	Assumed - Energy Calcs are at least 3% better than code/IECC 2018.

Section 705 - Additional Practices		***Claimed***	***Documentation***	***Assigned To***	***Notes***
705.2.1 - Lighting					
705.2.1.2	Exterior lighting - Photo or motion sensors are installed on 75% of outdoor lighting fixtures to control lighting.	Yes	Field verification	MEP Eng	
705.2.4	Recessed luminaires. The number of recessed luminaires that penetrates the thermal envelope is less than 1 per 400 square feet of total conditioned floor area and they are in accordance with Section 701.4.3.5.	Yes	Field verification	MEP Eng	None

705.4 - Return ducts and transfer grilles

705.4	Return ducts/transfer grilles in all rooms with a door except baths, kitchens, closets, pantries, & laundry.	Yes	Field verification	MEP Eng	

CHAPTER 8 - Water Efficiency

Section 802 - Prescriptive Path		*Claimed*	*Documentation*	*Assigned To*	*Notes*
802.2 - Water conserving appliances					
802.2	ENERGY STAR or equivalent water conserving appliances are installed.				
	(1) ALL dishwashers	Yes	Field verification	Related / GC/Builder	
	(2) Washing machine	Yes	Field verification	Related / GC/Builder	
802.3 - Water use metering					
802.3	Water meters are installed meeting the following:				
	(2) Multifamily Buildings: Water Usage Metering				
	(a) Where not otherwise required by the local AHJ, installation of a meter for water consumed from any source associated with the building or building site.	Yes	Building plans	MEP Eng	Main waterline for property
802.4 - Showerheads					
802.4	Showerheads are in accordance with the following:				
	(1) The total maximum combined flow rate of all showerheads in a shower compartment with floor area of 2,600 sq. in. or less is equal or less than 2.0 gpm. For each additional 1,300 sq. in. or any portion thereof of shower compartment floor area, an additional 2.0 gpm combined showerhead flow rate is allowed. Showerheads shall comply with ASME A112.18.1/CSA B125.1 and shall meet the performance criteria of the EPA WaterSense Specification for showerheads. Showerheads shall be served by an automatic compensating valve that complies with ASSE 1016/ASME A112.1016/CSA B125.16 or ASME A112.18.1/CSA B125.1 and is specifically designed to provide thermal shock and scald protection at the flow rate of the showerhead.	Yes	Manufacturer's specifications showing compliance.	MEP Eng / GC/Builder	1.8 gpm is assumed
	(2) All shower compartments in the dwelling unit(s) and common areas meet the requirements of 802.4(1) and all showerheads are in accordance with one of the following:	Yes	Manufacturer's specifications showing compliance.	MEP Eng / GC/Builder	1.5 gpm is assumed
	(a) max of 1.8 gpm				
802.5 - Faucets					
802.5.1	Install water-efficient lavatory faucets with flow rates not more than 1.5 gpm (5.68 L/m), tested in compliance with ASME A112.18.1/CSA B125.1 and meeting the performance criteria of the EPA WaterSense High-Efficiency Lavatory Faucet Specification:	Yes	Manufacturer's specifications showing compliance.	MEP Eng / GC/Builder	1.5 gpm is assumed
	(3) Flow rate ≤ 1.5 gpm for all lavatory faucets in the dwelling unit(s) or sleeping unit(s)				
802.5.2	Water-efficient residential kitchen faucets are installed in accordance with ASME A112.18.1/CSA B125.1. Residential kitchen faucets may temporarily increase the flow above the maximum rate but not to exceed 2.2 gpm.	Yes	Manufacturer's specifications showing compliance.	MEP Eng / GC/Builder	1.8 gpm is assumed
	(1) All residential kitchen faucets have a maximum flow rate of 1.8 gpm				
802.5.4 - Water closets and urinals					
802.5.4	Water closets and urinals are in accordance with the following:	Yes	Manufacturer's specifications showing compliance.	MEP Eng / GC/Builder	1.28 gpf is assumed
	(3) All water closets are in accordance with Section 801.5(2).				
	(4) All water closets are in accordance with Section 801.5(2) and one or more of the following are installed:	Yes	Manufacturer's specifications showing compliance.	MEP Eng / GC/Builder	0.5 gpf is assumed
	(b) One or more urinals with a flush volume of 0.5 gallons or less when tested in accordance with ASME A112.19.2.				
802.6 - Irrigation systems					
802.6.1	Where an irrigation system is installed, an irrigation plan and implementation are executed by a qualified professional certified by a qualified professional or equivalent.	**Mandatory**	Plan and statement from WaterSense professional indicating compliance.	Witkins Hults	

802.10 - Pools and spas					
802.10.1	Pools and Spas with water surface area greater than 36 sq. ft. and connected to a water supply shall have a dedicated meter to measure the amount of water supplied to the pool or spa.	**Mandatory**	Field verification	MEP Eng	

CHAPTER 9 - Indoor Environmental Quality

North Bay Village		***Claimed***	***Documentation***	***Assigned To***	***Notes***
901.1 - Space and water heating					
901.1.2	Air handling equipment or return ducts are not located in the garage, unless in isolated, air-sealed mechanical room with an outside air source.	Yes	Field verification	MEP Eng	
901.2 - Solid fuel-burning appliances					
901.2.2	Fireplaces, wood stoves, pellet stoves, or masonry heaters are not installed.	Yes	Field verification	Arquitectonica	
901.3 - Garages					
901.3	Garages are in accordance with the following:				
	(1) Attached garages				
	(a) Doors installed in the common wall between the attached garage and conditioned space are tightly sealed and gasketed.	**Mandatory**	Field verification	Arquitectonica / GC/Builder	
	(b) A continuous air barrier is provided separating the garage space from the conditioned living spaces.	**Mandatory**	Field verification	Arquitectonica / GC/Builder	
901.6 - Carpets					
901.6	(1) Wall-to-wall carpeting is not installed adjacent to water closets and bathing fixtures.	**Mandatory**	Field verification	Arquitectonica	
901.9 - Architectural coatings					
901.9.1	Site-applied interior architectural coatings, which are inside the water proofing envelope, are in accordance with one or more of the following:	Yes	List of interior coatings used showing amount used, %, and VOC criteria. Manufacturer's literature showing VOC. Scopes of work or specifications showing which materials were to be used.	Arquitectonica / GC/Builder	
	(3) CARB Suggested Control Measure for Architectural Coatings				
	(a) 50 g/L flat,				
	(b) 100 g/L non flat,				
	(c) 150 g/L high-gloss				
901.10 - Interior adhesives and sealants					
901.10	A minimum of 85% of site-applied adhesives and sealants located inside the waterproofing envelope are in accordance with one of the following, as applicable.	Yes	List of all interior sealants used showing amount, %, and VOC criteria. Manufacturer's literature showing VOC as listed.	Arquitectonica / GC/Builder	
	(3) SCAQMD Rule 1168 in accordance with Table 901.10(3), excluding products that are sold in 16 ounce containers or less and are regulated by the California Air Resources Board (CARB) Consumer Products Regulations.				
901.11 - Insulation					
901.11	Emissions of 85% of wall, ceiling, and floor insulation materials are in accordance with the emission levels of CDPH/EHLB Standard Method v1.1. Emission levels are determined by a laboratory accredited to ISO/IEC 17025 and the CDPH/EHLB Standard Method v1.1 is in its scope of accreditation. Insulation is certified by a third-party program accredited to ISO 17065, such as, but not limited to, those in Appendix D.	Yes	Manufacturer's literature or product marking showing compliance for wall, ceiling and/or floor insulation.	Arquitectonica / GC/Builder	
901.12 - Carbon monoxide (CO) alarms					
901.12	A carbon monoxide (CO) alarm is provided in accordance with the IRC Section R315.	**Mandatory**	Manufacturer's literature or product marking showing NFPA and CSA or UL compliance.	MEP Eng	

901.15 - Non-smoking areas					
	Environmental tobacco smoke is minimized by one or more of the following:				
901.14	(2) Exterior smoking areas of a multi-unit building are designated with posted signage and located a minimum of 25 feet from entries, outdoor air intakes, and operable windows.	Yes	Field verification	Related	Assumed - Smoking will not be allowed anywhere on property, including in the units.
Section 902 - Pollutant Control		***Claimed***	***Documentation***	***Assigned To***	***Notes***
902.1 - Spot ventilation					
	Spot ventilation is in accordance with the following:				
902.1.1	(1) All bathrooms are vented to the outdoors. The minimum ventilation rate is 50 cfm for intermittent operation or 20 cfm for continuous operation.	**Mandatory**	Manufacturer's literature/specifications for the fan showing cfm.	MEP Eng	
	(2) Clothes dryers (except listed and labeled condensing ductless dryers) are vented to the outdoors.	**Mandatory**	Field verification	MEP Eng	
902.1.6	Ventilation for Multifamily Common Spaces. Systems are implemented and are in accordance with the specifications of ASHRAE 62.1 and an explanation of the operation and importance of the ventilation system is included in § 1002.1 and § 1002.2 of this Standard	Yes	Review building plans and confirm that the calculations on the plan.	MEP Eng	Code requirement (ASHRAE 62.1)?
902.4 - HVAC system protection					
	One of the following HVAC system protection measures is performed.				
902.4	(1) HVAC supply registers (boots), return grilles, and rough-ins are covered during construction activities to prevent dust and other pollutants from entering the system.	Yes	Field verification	MEP Eng / GC/Builder	
902.6 - Living space contaminants					
902.6	The living space is sealed in accordance with Section 701.4.3.1 to prevent unwanted contaminants.	**Mandatory**	Field verification	GC/Builder	
Section 903 - Moisture Management: Vapor, Rainwater, Plumbing, HVAC		***Claimed***	***Documentation***	***Assigned To***	***Notes***
903.1 - Plumbing					
903.1.2	Plumbing is not in unconditioned spaces	Yes	Field verification	MEP Eng	
903.2 - Duct insulation					
903.2	Ducts are in accordance with one of the following:	Yes	Manufacturer's literature/specs showing R-value for insulation.	MEP Eng	
	(2) All HVAC ducts, plenums, and trunks are in conditioned space. All HVAC ducts are insulated to a minimum of R4.				
Section 904 - Indoor Air Quality		***Claimed***	***Documentation***	***Assigned To***	***Notes***
904.3 - Microbial growth & moisture inspection and remediation					
	A visual inspection is performed to confirm the following:				
904.3	(1) Verify that no visible signs of discoloration and microbial growth on ceilings, walls or floors, or other building assemblies; or if minor microbial growth is observed (less than within a total area of 25 sq. ft.) in homes or multifamily buildings, reference EPA Document 402-K-02-003 (A Brief Guide to Mold, Moisture, and Your Home) for guidance on how to properly remediate the issue. If microbial growth is observed, on a larger scale in homes or multifamily buildings (greater than 25 sq. ft.), reference EPA Document 402-K-01-001 (Mold Remediation in Schools and Commercial Buildings) for guidance on how to properly remediate the issue	**Mandatory**	Field verification	AbneyGreen / GC/Builder	
	(2) Verify that there are no visible signs of water damage or pooling. If signs of water damage or pooling are observed, verify that the source of the leak has been repaired, and that damaged materials are either properly dried or replaced as needed	**Mandatory**	Field verification	AbneyGreen / GC/Builder	

CHAPTER 10 - Operation, Maintenance, and Building Owner Education

Section 1002 - Construction, Operation, & Maintenance Manuals & Training for Multi-Family Buildings		*Claimed*	*Documentation*	*Assigned To*	*Notes*
1002.1 - Building construction manual					
1002.1	A building construction manual that includes **five or more** of the following is compiled and distributed in accordance with the intent of this practice.	Yes	Verifier must review building construction manual that addresses the mandatory 3 items (a certificate placeholder is acceptable) plus at least 2 of the listed additional optional items. Verify the expected process to deliver manual(s) to the responsible party.	AbneyGreen / GC/Builder	
	(1) Narrative detailing the importance of constructing a green building, including a list of green building attributes included in the building. Mandatory for certification.	**Mandatory**			
	(2) Green building program certificate (or place holder), copy of the National Green Building Standard, & the individual measures achieved. Mandatory for certification.	**Mandatory**			
	(3) Warranty, operation, & maintenance instructions for all equipment, fixtures, appliances, & finishes. Mandatory for certification.	**Mandatory**			
	(4) Record drawings of the building	Yes			
	(5) A record drawing of the site including stormwater management plans, utility lines, landscaping with common name and genus/species of planting.	Yes			
1002.2 - Operations manuals					
1002.2	Operations manuals are created/distributed to the responsible parties per 1002.0. Between all of the operational manuals, **five or more** of the following options are included.	Yes	Operations manual with the required items.	AbneyGreen / GC/Builder	
	(1) A narrative detailing the importance of operating and living in a green building. This narrative is included in all responsible parties' manuals.	**Mandatory**			
	(2) List of practices to conserve water and energy (e.g., turning off lights when not in use, shorter showers, using ENERGY STAR labeled electronics).	**Mandatory**			
	(5) Information on local & on-site recycling and hazardous waste disposal programs and, if applicable, building recycling waste hazardous waste handling and disposal procedures.	Yes			
	(6) Local public transportation options.	Yes			
	(7) Explanation of the benefits of using compact fluorescent light bulbs, LEDs or other high-efficiency lighting.	Yes			
1002.3 Maintenance manual					
1002.3	Maintenance manuals are created and distributed to the responsible parties in accordance with Section 1002.0. Between all of the maintenance manuals, **five or more** of the following options are included.	Yes	Review the maintenance manual that addresses the mandatory item and at least 4 of the optional items.	AbneyGreen / GC/Builder	
	(1) A narrative detailing the importance of maintaining a green building. This narrative is included in all responsible parties' manuals.	**Mandatory**			
	(2) List of local service providers that offer regularly scheduled service and maintenance contracts to assure proper performance of equipment and the structure (e.g., HVAC, water heating equipment, sealants, caulks, gutter and downspout system, shower and/or tub surrounds, irrigation system).	Yes			
	(3) User-friendly maintenance checklist that includes:	Yes			
	(a) HVAC filters				
	(b) Thermostat operation and programming				
	(c) Lighting controls				
	(d) Appliances and settings				
	(e) Water heater settings				
	(f) Fan controls				
	(5) Information on organic pest control, fertilizers, deicers, and cleaning products	Yes			
	(7) Instructions for inspecting the building for termite infestation.	Yes			

1002.4 - Training of building owners					
1002.4	Building owners and occupants are familiarized with the green building goals and strategies implemented and the impacts of occupants' practices on the costs of operating the building. Training is provided to the responsible party(ies) regarding all equipment operation and control systems. Systems include, but not limited to, all of the following:	**Mandatory**	Builder's documented procedures and standard practices explaining the occupant training process. Examples of training materials and written confirmation from similar projects that training has actually been done.	GC/Builder	
	(1) HVAC filters				
	(2) Thermostat operation and programming				
	(3) Lighting controls				
	(4) Appliances and settings				
	(5) Water heater settings				
	(6) Fan controls				
	(7) Recycling practices				
1002.5 - Multifamily occupant manual					
1002.5	An occupant manual is compiled and distributed in accordance with § 1002.0.	Yes	Review of the manual that addresses the mandatory items and the additional items for points.	Related / AbneyGreen / GC/Builder	
	(1) NGBS Certificate	**Mandatory**			
	(2) List of green building features	**Mandatory**			
	(3) Operations manuals for all appliances and occupant operated equipment including lighting and ventilation controls, thermostats, etc.	**Mandatory**			

March 18, 2025

Letter of Service (LOS) Assessment

Harbor Island

8000 East Dr

North Bay Village, FL 33141

Prepared for:

Harbor Island Development Company, LLC.

2850 Tigertail Ave, Suite 800

Miami, FL 33133

Prepared by:

Kimley-Horn & Associates, Inc.

2 Alhambra Plaza, Suite 500

Coral Gables, FL 33134

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PROJECT DESCRIPTION

Kimley-Horn and Associates have conducted preliminary research regarding utility information for the proposed North Bay Village project at 8000 East Dr, North Bay Village, FL 33141. The project will encompass two apartment buildings, a North Tower and an East Tower. In total, there will be 364 apartment units located on 4.12 acres of land.

This analysis will demonstrate that the proposed development will maintain the current level of service adopted by North Bay Village and verify that the existing system has sufficient capacity to accommodate the service requirements of this project. Below find information outlining the levels of service that meet the requirements specified in sections 5.20.A through 5.20.E of the Unified Land Development Code of the City of North Bay Village for potable water, wastewater, transportation systems, drainage systems and solid waste.

POTABLE WATER

1. Minimum Design Flow

The minimum design flow specified in the Unified Land Development Code of the City of North Bay Village under Chapter 5 Section 20A is 120 GPD per capita. The proposed flow for this project is determined to be 49,140 GPD in accordance with the Miami Dade County Water and Sewer Department Daily Rated Gallonage Schedule as detailed in Table 1 below.

Table 1: Proposed Average Daily Flow

Land Use Type	Gallons Per Day Rate	Units	GPD
Apartments	135 GPD/Unit	364	49,140

The proposed population for this project in accordance to Section 11.243 Hydraulic Capacity for Wastewater Facilities to Serve New Collection Systems of the Recommended Standards for Wastewater Facilities (Ten State Standards) is determined to be 492 people shown in the calculation below.

Population (P): $P = (49{,}140\ GPD)/(100\ GPDPC) = 492\ ppl$

The projected design flow for this project is determined to be 0.235 MGD as demonstrated in the calculation below in accordance with North Bay Village Code in conjunction with a peaking factor of 3.98 from Figure 1 as detailed in Section 11.243b of the Ten State Standards and shown in Appendix A.

Projected design flow (F): $F = 492\ ppl * 120\ GPDPC * 3.98 = 234{,}720\ GPD = 0.235\ MGD$

According to the most updated Water and Wastewater Treatment Plant Operating Permits received from Miami Dade County, the current average annual flow from March 2022 through April 2024 for

the Miami Dade Hialeah-Preston Water Treatment Plant, shown in Appendix B, is 143.26 MGD. The projected MGD including the subject property's project design flow is 143.50 which remains under the current permitted capacity of 225 MGD. See Table 2 below.

Table 2: Miami-Dade County Hialeah-Preston Water Treatment Plant Capacity

Plant	FDEP Permit No.	Expiration Date	Current Annual Average MGD	New Annual Average MGD	Permitted Capacity MGD	Remaining Capacity MGD	Remaining Capacity %
Hialeah-Preston	PWO-00001	11/30/2024	143.26	143.50	225	81.5	36

2. Pressure

According to the latest NBV100 – Official Zoning Map for North Bay Village, the subject property is located within Zone RM-70 – Multiple Family Residential which corresponds to Miami-Dade County Zoning District RU-4 - High Density Apartment. As detailed in Section 2-103.21 of the Miami-Dade County Code of Ordinances, the system shall deliver not less than 2000 GPM at 20 psi residual on the system. Each fire hydrant shall deliver not less than 750 GPM. According to the fire flow test performed by the Miami Dade County Fire Department on the hydrants nearest to the property along East Drive, the available pressure and flow at the hydrants exceeds requirements. This flow test is included in Appendix C.

WASTEWATER

The Unified Land Development Code of the City of North Bay Village under Chapter 5 Section 20B states that new development shall not be approved unless there is sufficient available capacity to sustain a 110 GPD per capita level of service for wastewater treatment as established in the Capital Improvements Element of the North Bay Village Comprehensive Plan.

The following calculation of projected total wastewater flows, and total population are the same as that calculated for potable water above. Applying the minimum required design flow of 110 GPD to a population of 492 with a peaking factor of 3.98 results in a total projected gallonage of 0.215 MGD. According to the latest Water and Wastewater Treatment Plant Operating Permits shown in Appendix B the current annual average flow for the Miami Dade County Central District Wastewater Treatment Plant is 122.66 MGD with a permitted maximum of 143 MGD. The projected total capacity including this project is 122.88 MGD, which remains within the current permitted capacity. See Table 3 below.

Table 3: Miami-Dade County Central District Water Treatment Plant Capacity

Plant	FDEP Permit No.	Expiration Date	Current Annual Average MGD	New Annual Average MGD	Permitted Capacity MGD	Remaining Capacity MGD	Remaining Capacity %
Central District	FL0024805	12/31/2025	122.66	122.88	143	20.12	14.07

The proposed project is fronting an 8" gravity sewer which discharges into City of North Bay Village lift station No. 23-0002. Based on DERM's Pump Capacity Estimator, shown in Appendix D, this lift station is currently capable of allocating the projected flow for the project detailed in Table 1.

TRANSPORTATION SYSTEM

The Unified Land Development Code of the City of North Bay Village under Chapter 5 Section 20C states that 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 roadway	D
Limited access roadways	D

Please refer to the Traffic Engineering assessment by David Plummer & Associates

DRAINAGE SYSTEM

The Unified Land Development Code of the City of North Bay Village under Chapter 5 Section 20D states that no new development shall be approved unless there is sufficient available capacity to sustain a five-year frequency storm event including retention or detention with filtration of the first inch of runoff, as established in the drainage sub-element of the North Bay Village Comprehensive Plan.

As outlined in the Stormwater Management Memo, shown in Appendix F, the project proposes 8 interconnected drainage wells to handle the runoff from the total contributing area of 4.1± acres and 100 LF of sand-filter exfiltration trench for runoff from covered garage areas. This system is sufficient to pretreat and convey 100% of the runoff from a 5-year frequency and 24-hour duration storm event with a safety factor of 2.00 and provide enough storage for stormwater runoff from all other applicable storms including the 10-year 24-hour, 25-year 72-hour, the 100-year 24-hour, and the 100-year 27-hour storms. A Surface Water Management General Permit will be required from RER Water Control Section.

SOLID WASTE

The Unified Land Development Code of the City of North Bay Village under Chapter 5 Section 20E states that no new development shall be approved unless there is sufficient available capacity to sustain a level of service for solid waste of seven pounds per capita per day as established in the solid waste sub-element of the North Bay Village Comprehensive Plan. Assuming a population of 492 as determined above the projected solid waste for this project is calculated below.

Projected Solid Waste (W): $W = 492\ ppl * (7\ lb/ppl)/day = 3{,}444\ lb/day$

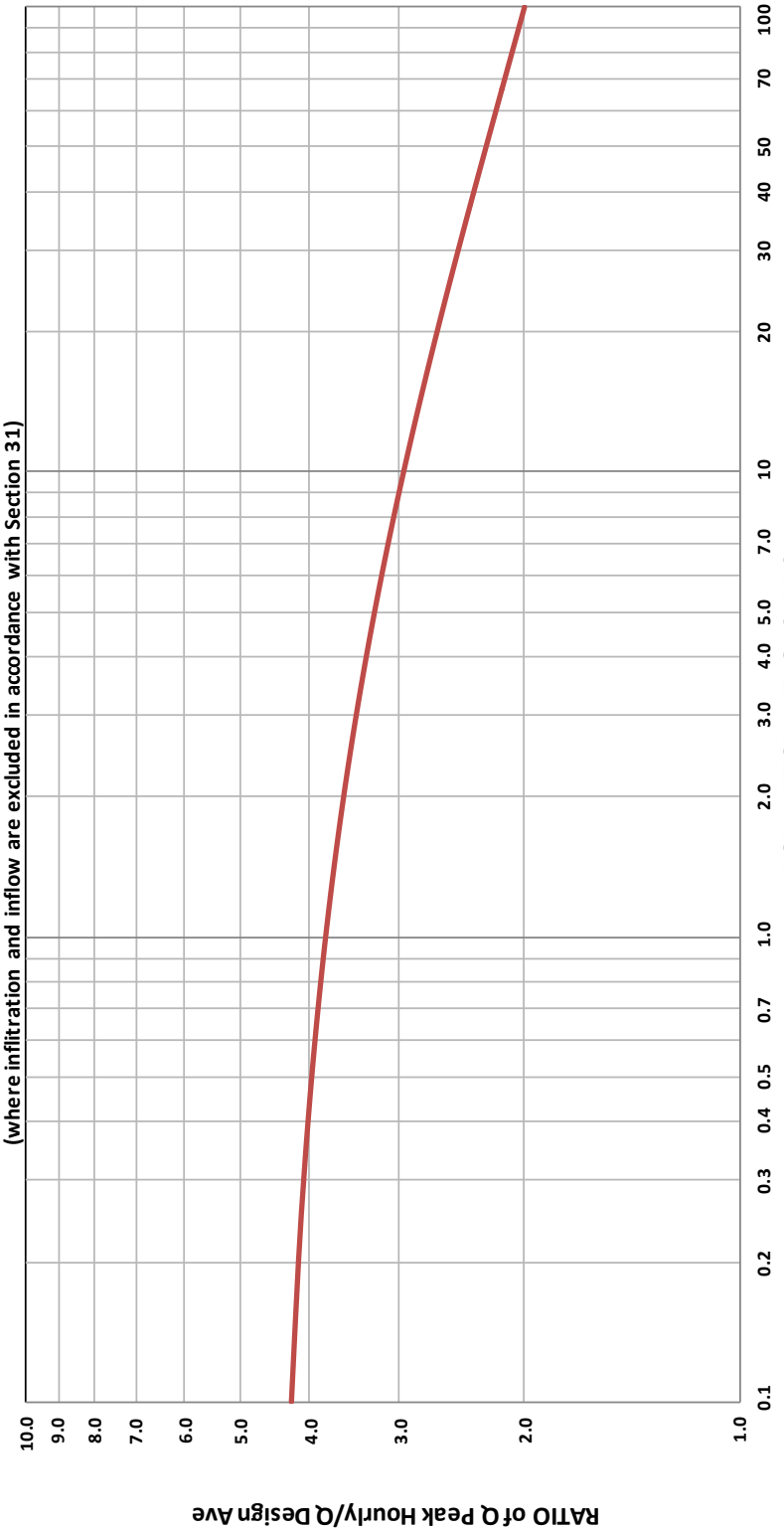
The Miami-Dade County landfill providing service to North Bay Village should have sufficient capacity to process the solid waste to be generated by this project.

Appendix A — 10 State Standards Peaking Factor Table

FIGURE 1

RATIO OF PEAK HOURLY FLOW TO DESIGN AVERAGE FLOW

(where infiltration and inflow are excluded in accordance with Section 31)



Q peak hourly: Maximum Rate of Wastewater Flow (Peak Hourly Flow)

Q design ave: Design Average Daily Wastewater Flow

Source: Q Peak Hourly/Q Design Ave $= \frac{18+\sqrt{P}}{4+\sqrt{P}}$ (P= population in thousands)

Fair, G. M. and Geyer, J. C., "Water Supply and Waste-water Disposal"
1 st Ed., John Wiley & Sons, Inc., New York (1954), p. 136

Appendix B — Miami-Dade County Wastewater Treatment Plant Operating Permits

Water and Wastewater Treatment Plant Operating Permits

Wastewater Treatment Plant FDEP Operating Permits

Plant	Facility GMS ID	FDEP Permit No.	Expiration Date	Current Permitted Capacity, AADF, MGD	Current Influent Flows, AADF, MGD (1)	Maximum Monthly ADF MGD (2)	Maximum 3 - Month ADF MGD (2)
North District	5013M02271	FL0032182	Feb. 19, 2022	120	102.04	124.57 Nov-23	114.31 May 23 - Jul 23
Central District	5013M00797	FL0024805	Dec. 31, 2025	143.0	122.66	164.66 Nov-23	146.09 Sep 23 - Nov 23
South District	5013M04555	FLA042137	Dec. 9, 2022	112.5	115.93	136.68 Jun-23	134.30 Jun 23 - Aug 23

South Florida Water Management District (SFWMD) Water Use Permit

	Permit No.	Expiration Date	Source Aquifer	Current Permitted Annual Withdraw MG	Annual Withdraw MG (4)	Equivalent MGD
All Plants	13-00017-W	Feb. 9, 2035	Biscayne	127,568	105,082.76	287.90
			Floridan	13,348	3,256.65	8.92

Water Treatment Plant - Regulatory Economic Resources (RER) Operating Permits

Plant	Permit No(s).	Expiration Date	Current Permitted Capacity MGD	Max Day MGD (2)	Annual Average MGD (3)
Hialeah-Preston	PWO-00001	Nov. 30, 2024	225	159.41	143.26
Alexander Orr	PWO-00002	Nov. 30, 2024	214.74	212.42	173.94
South Dade	00005-00008, 00011	Nov. 30, 2024	14.19	9.01	7.0
Hialeah RO	PWO-00461	Nov. 30, 2024	10	7.20	6.43

(1) Annual average daily flow as of April 2024
(2) Maximum daily,monthly, and maximum 3-Month Average Daily Flow occuring within the last 12 months (May 2023 - Apr 2024); with months noted below.
(3) Reported Annual Average of Plant Daily Finish Water Flows as of April 2024
(4) Based on sum of reported individual water supply well flow metered withdraws to SFWMD as of April 2024 (actual WTP Finish and Raw water flows may be higher).

^ ^ DF = Annual Average Daily Flow; ADF = Average Daily Flow; MG = Million Gallons; MGD = Million Gallons per Day

Last Updated: 5/30/2024

Appendix C — Miami-Dade County Fire Flow Test

Hydrant Flow Test Report

Hydrant Information			
Hydrant ID:	MDFR365	Agency Hydrant ID:	
Repair Owner:	NBV	Station:	27
Location:	7928 - 7930 EAST DR		

Flow Test Information			
Flow Test Date:	06/11/2024 18:59:00	Flow Status:	COMPLETE
Test By:	E326996	Pitot 1:	20
Static Pressure:	54	Pitot 2:	19
Residual Pressure:	51	Pitot 3:	
Hydrant Flow:	1317.59		
Available Flow @ 20 PSIG:	4888.03		
Sprinkler Static Pressure:	49		
Sprinkler Residual Pressure:	46		
Sprinkler Flow:	1242.59		
Comments:	MDFR99 Flow, X2024113825		

Map



Requestor Information

Date Requested:	06/11/2024 18:59:34
Requested By:	FIRE DEPT
Project Name:	
Application #:	

Appendix D — Miami-Dade County DERM Pump Station Capacity Estimator

This Is Not An Official Document

3/18/2025 3:25 PM - Version i2.20

Calculations are based on the criteria stipulated in Section 24-42.3, Miami-Dade Code, and Federal Consent Decree (Case: No. 1:12-cv-24400-FAM)

Please be aware that the information obtained with this Application is for general information only, and it is only correct as of the time and date in which the search was executed. Consequently, the information obtained with this application DOES NOT CONSTITUTE AN OFFICIAL DEPARTMENTAL DETERMINATION or APPROVAL for your project. For any additional information about the **Pump Station Capacity Estimator** application, please refer to the Application Guidelines or contact the **RER–DERM Wastewater Permitting Section** at 305-372-6600 or via email at PSO@miamidade.gov

* Required fields

Search Criteria	
Sanitary Sewer Utility *	23 - CITY OF NORTH BAY VILLAGE
Pump Station Number *	0002
Proposed Projected Flow (GPD) *	49140 GPD *(Only numbers are allowed)*
Project will require, or is part of, a Sewer Extension *	Yes
Submit / Clear	

Pump Station Capacity Estimator Result
→ UNCONDITIONAL ALLOCATION ALLOWED ←

Search Criteria Detailed Result	
Sanitary Sewer Utility	23 - CITY OF NORTH BAY VILLAGE
Pump Station Number	0002
Proposed Projected Flow (GPD)	49,140 GPD
Project will require, or is part of, a Sewer Extension	Yes

Pump Station Downstream	Pump Station Owner	Pump Station Number	Moratorium Code	Projected NAPOT	Proposed Hrs (Δt)	Proposed Projected Hrs
Receiving PS	23	0002	OK	4.68	0.58	5.26
↓	30	0002	OK	6.26	0.03	6.29
↓↓	30	CD	--	--	--	--

Treatment Plant Codes

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

Pump Station Acronyms

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

Moratorium Codes

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

Appendix E — North Bay Village Pump Station 23-002 Monthly Information

ET Readings for Pump Station 23-0002

Reading Date:	NAPOT:	Average Hi	Regard Rea	Number of	Comments"
5/31/2024	3.55	3.55	Y	2	
4/30/2024	3.09	3.09	Y	2	
3/29/2024	3.31	3.31	Y	2	
2/29/2024	3.28	3.28	Y	2	
1/31/2024	3.33	3.33	Y	2	Pump #1: Pump re-installed and fully functioning.
12/29/2023	4.14	4.14	Y	2	pUMP #1 See RAP dated November 20, 2022.
11/30/2023	6.57	6.57	Y	2	Pump #1 sent to shop. See RAP dated November 20, 2023
10/31/2023	9	9	Y	2	Pump#1 went off on 10/23/23. RAP dated 11/20/23.
9/29/2023	7.14	7.14	Y	2	
8/31/2023	5.48	5.48	Y	2	
7/31/2023	5.55	5.55	Y	2	
6/30/2023	7.3	7.3	Y	2	
5/31/2023	4.45	4.45	Y	2	
4/28/2023	4.54	4.54	Y	2	
3/31/2023	4.16	4.16	Y	2	
2/28/2023	5.11	5.11	Y	2	
1/31/2023	3.28	3.28	Y	2	Pump #1 - Please see RAP dated 12/07/22
12/30/2022	4.07	4.07	Y	2	Pump #1: Please RAP dated 12/07/2022.
11/30/2022	6.63	6.63	Y	2	Pump #1 - On 11/21/22 the pump shorted out. Salt water destroyed the outer shell. See RAP 12/7/22.
10/31/2022	6.48	6.48	Y	2	
9/30/2022	5.6	5.6	Y	2	
8/31/2022	3.55	3.55	Y	2	
7/29/2022	3.38	3.38	Y	2	
6/30/2022	4.67	4.67	Y	2	

Appendix F — Stormwater Management Memo

October 9, 2024

Stormwater Management Memo

Harbor Island
8000 East Dr
North Bay Village, FL 33141
KHA Project No. 044800028

Prepared for:
Harbor Island Development Company, LLC.
2850 Tigertail Ave, Suite 800
Miami, FL 33133

Prepared by:
Kimley-Horn & Associates, Inc.
2 Alhambra Plaza, Suite 500
Coral Gables, FL 33134

x _____ Date _____
Alberto A. Mora, P.E.
Professional Engineer License Number 58710
Kimley-Horn and Associates, Inc.
Registry 58710
2 Alhambra Plaza, Suite 500
Coral Gables, FL 33134
(305) 673-2025

Kimley»Horn

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- A-2 DRAINAGE AREA MAP
- A-3 AVERAGE OCTOBER GROUND WATER LEVEL
- A-4 FEMA FLOOD INSURANCE RATE MAP
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- B-4 WELL DETENTION CALCULATIONS

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PROJECT DESCRIPTION

The Harbor Island project consists of a 4.1+/- acre property located at 8000 East Drive, North Bay Village, FL 33141, with folio numbers 23-3209-021-0001, 23-3209-001-0021, and 23-3209-030-0001 (refer to the Project Location Map included in Appendix A). The property is bound by East Drive and existing private property to the south and Biscayne Bay to the north, east, and west. The existing property contains three residential buildings with associated parking and amenities, with an existing seawall bordering the property along the Biscayne Bay frontage.

The project proposes the development of three residential buildings with a total of 364 units, an interior parking garage with 744 spaces, exterior hardscape, landscape, and other amenities to support the development. For onsite stormwater management, the project proposes 8 interconnected drainage wells to handle the runoff from the total contributing area of 3.7+/- acres and 100 LF of sand-filter exfiltration trench for runoff from covered garage areas.

OBJECTIVE

The objective of this drainage analysis is to design a stormwater management system that will provide adequate flood protection for the proposed buildings and meet or exceed storm runoff quality and quantity criteria set forth by the South Florida Water Management District (SFWMD) and Miami-Dade County DRER Water Control Section (DRER Water Control).

DESIGN PARAMETERS

The control water elevation used for design is the Average October Ground Water Table Elevation obtained from the Miami-Dade County 1999 Average October Ground Water Level map in Appendix A-3. The ground water table elevation for the site is 2.0 NGVD.

The flood criteria used for design is the elevation obtained from the Miami-Dade County Flood Criteria map in Appendix A-5. The flood criteria elevation for the site is 6.0 NAVD (7.52 NGVD). In addition, the FEMA Flood Insurance Rate Map (FIRM) in Appendix A-4 shows the site is located in Zone AH with a Base Flood Elevation (BFE) of 9 NGVD.

The stormwater management calculations provided in Appendix B analyzed runoff retention for the following storm events: 1-day 5-year, 1-day 10-year, 3-day 25-year, 1-day 100-year, and 3-day 100-year. The rainfall amounts for these storm events were obtained from the SFWMD Environmental Resource Permit Applicant's Handbook Volume II rainfall maps in Appendix A-6, A-7, A-8, A-9, and A-10. The rainfall amounts for the storm events are 7.0 inches, 8.0 inches, 13.0 inches, 12.0 inches, and 16.0 inches, respectively.

For this analysis, the project contributing area was assumed to be 100% impervious. The proposed drainage wells were designed to route the runoff required to comply with storage criteria for the proposed site elevations.

STORMWATER MANAGEMENT CRITERIA

The proposed storm water drainage system was analyzed through the ICPR flood routing calculations provided in Appendix B following the most stringent design requirements and design methods of the SFWMD, DRER Water Control, and FDEP. A summary of the results is shown below in Table 2, followed by the design requirements and the method of approach for each design element.

Table 2. Stormwater Management Summary

Rainfall		Post-Development		
Storm Event	**Rainfall (in)**	**Peak Stage (ft, NGVD)**	**Design Element**	**Proposed elevation of design element (ft, NGVD)**
1-day 5-year	7.0	4.74	Lowest Drainage Inlet Elevation Within Paved Areas	6.85
1-day 10-year	8.0	4.89	Lowest Onsite Road Crown Elevation	7.05
3-day 25-year	13.0	7.38	Lowest Perimeter Berm and Seawall Elevation	7.55
1-day 100-year	12.0	5.46-> 6.00 6.00+1'=7.00	Lowest Finished Floor Elevation	11.00
3-day 100-year	16.0	7.51	Lowest Finished Floor Elevation	11.00

Lowest Drainage Inlet Elevation

Drainage collection inlets and trench drains are proposed throughout the site at driveway connections to public roads, within drive aisles, and within landscaped areas. The proposed minimum drainage inlet elevation within paved areas of the site shall be set according to the following criteria:

- The proposed drainage system shall be designed with sufficient capacity to handle 100% of the volume of storm runoff from a design storm event of 5-year frequency and 24-hour duration with a safety factor of 2.0. In the ICPR flood routing calculations provided in Appendix B, a drainage system with 8 wells and a minimum drainage inlet elevation in paved areas of 6.85 NGVD can support this runoff. The proposed system also meets the stormwater quality criteria required by DRER Water Control.
- The proposed minimum inlet elevation for the onsite landscaped areas will be set at least 1 foot above the Miami-Dade County Average October Ground Water Table Elevation in Appendix A-3. The minimum inlet elevation within onsite landscaped areas is no lower than 3.0 NGVD.

Lowest Interior Crown of Road Elevation

The proposed interior crown of road elevation shall be set at or above the following criteria:

- 100% of the post-development runoff from a design storm event of 10-year frequency and 24-hour duration must be completely retained within the onsite drive aisles. As shown in the ICPR flood routing analysis in Appendix B, the maximum stage for a 10-year, 24-hour storm event is 4.89 NGVD. The lowest interior crown of road elevation is 7.05 NGVD, which is above the maximum stage.

Lowest Perimeter Berm and Seawall Elevation

The proposed perimeter berm and seawall elevation shall be set at or above the following criteria:

- 100% of the post-development storm runoff from a design storm event of 25-year frequency and 72-hour duration must be completely retained within the property. As shown in the ICPR flood routing analysis provided in Appendix B, the maximum stage for a 25-year, 72-hour storm event is 7.38 NGVD. The minimum perimeter elevation is 7.55 NGVD, which is above the maximum stage.

Lowest Finished Floor Elevation

The proposed lowest finished floor elevations (FFE) for buildings with enclosed ground floors with uses other than just storage or parking shall be set at or above the highest of the following criteria:

- The maximum stage resulting from a design-storm event of 100-year frequency and 72-hour duration. As shown on the flood routing analysis provided in Appendix B, the maximum stage for a 100-year, 72-hour storm event is 7.51 NGVD.
- The maximum stage resulting from a design-storm event of 100-year frequency and 24-hour duration plus 1 foot. As shown on the flood routing analysis provided in Appendix B, the maximum stage for a 100-year, 24-hour storm event is 5.46 NGVD, rounded to 6.00 NGVD, + 1 foot = 7.00 NGVD.
- Per North Bay Village criteria, the Base Flood Elevation for the property as established on FEMA Flood Insurance Rate Map (FIRM) Number 12086C0306L (Appendix A) plus 2 feet. According to the map, the property lies within Zone "AH" with BFE of 9 NGVD. The minimum finished floor for this criterion would be 9 NGVD, + 2 feet = 11.00 NGVD.

The minimum required FFE based on the above criteria is 11.00 NGVD. The lowest proposed FFE for the project is 11.00 NGVD, which meets the criteria.

PROPOSED STORMWATER MANAGEMENT SYSTEM

For the onsite development, a self-contained drainage system with 8 interconnected drainage wells is sufficient to pretreat and convey 100% of the runoff from a storm event of 5-year frequency and 24-hour duration with a safety factor of 2.00 and provide enough storage for stormwater runoff from all other applicable storms to meet the design criteria outlined above.

The Stormwater Management Calculations provided in Appendix B indicate that the above-proposed improvements will provide sufficient capacity to satisfy SFWMD and DRER Water Control storm retention requirements with an average safety factor above 2.0.

REFERENCES

1) Miami-Dade County Public Works Department - Public Works Manual (1994) - Part 1: Standard Details.

2) State of Florida Department of Transportation - Drainage Manual (January 2020)

3) South Florida Water Management District - Environmental Resource Permit Information Manual - 2020

APPENDIX A—MAPS



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Plotted By: Aninat, Emilia Sheet Set: Kha Layout: PROJECT LOCATION MAP May 13, 2024 08:48:35am K:\MIB_Civil\044800028 - Harbor Island\CIVIL\ENGINEERING\Drainage\Stormwater Management Memo\Appendix A.dwg

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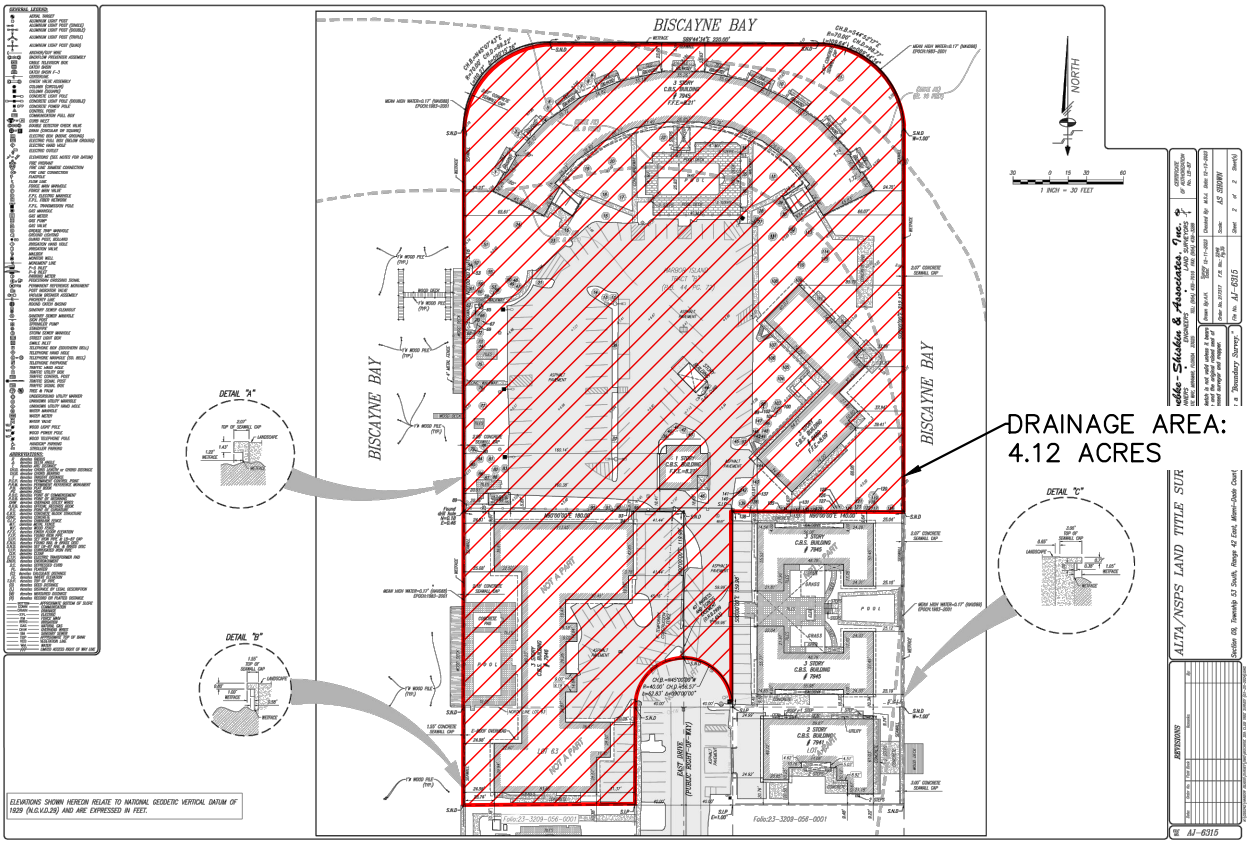
HARBOR ISLAND

PROJECT LOCATION MAP

NTS

A-1



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Plotted By: Aninat, Emilia Sheet Set: Kha Layout: DRAINAGE AREA MAP May 13, 2024 08:48:36am K:\MIB_Civil\044800028 - Harbor Island\CIVIL\ENGINEERING\Drainage\Stormwater Management Memo\Appendix A.dwg

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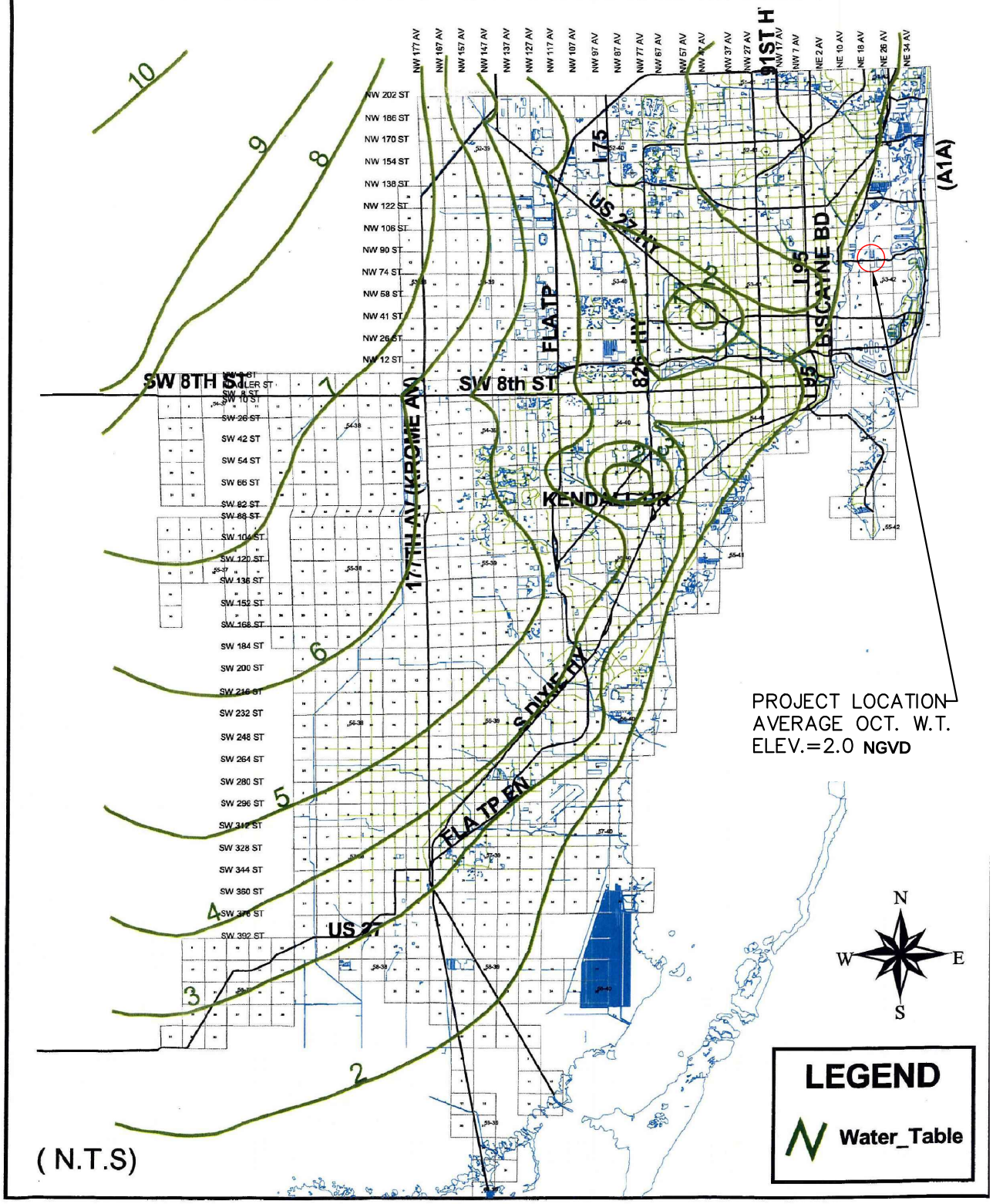
HARBOR ISLAND

DRAINAGE AREA MAP

NTS

A-2

MIAMI DADE COUNTY
AVERAGE 1999 OCTOBER WATERTABLE



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Plotted By: Aninat, Emilia Sheet Set: Kha Layout: AVERAGE OCTOBER GROUNDWATER LEVEL MAP May 13, 2024 08:48:37am
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HARBOR ISLAND

AVERAGE OCTOBER GROUNDWATER LEVEL MAP

A-3

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' National Geodetic Vertical Datum of 1929 (NGVD 29). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Florida State Plane east zone (FIPSZONE 0901). The **horizontal datum** was NAD 83, GRS80 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the National Geodetic Vertical Datum of 1929. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at http://www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242**, or visit its website at http://www.ngs.noaa.gov.

Base map information shown on this FIRM was provided in digital format by the Miami-Dade County Information Technology Department. These data were compiled at a scale of 1:3,600 from digital orthophotography dated 2001. Additional base map information was provided by the Cities of Aventura, Coral Gables, and Homestead, the Town of Cutler Bay, and Miami-Dade County.

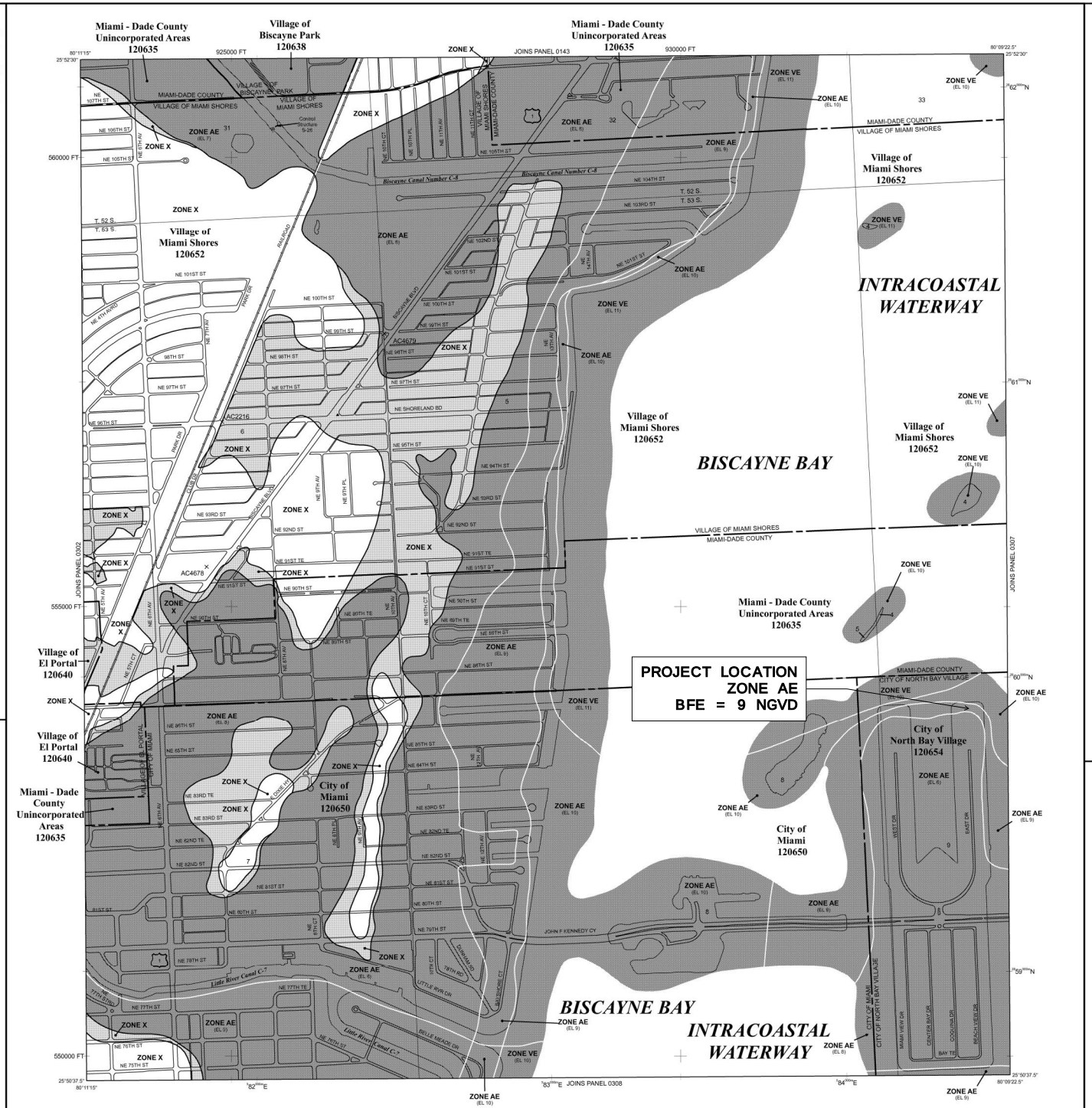
This map reflects more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to confirm to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study Report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the **FEMA Map Service Center** at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and its website at http://msc.fema.gov.

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call **1-877-FEMA MAP** (1-877-336-2627) or visit the FEMA website at http://www.fema.gov.



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

- **ZONE A** — No Base Flood Elevations determined.
- **ZONE AE** — Base Flood Elevations determined.
- **ZONE AH** — Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
- **ZONE AO** — Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- **ZONE AR** — Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
- **ZONE A99** — Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
- **ZONE V** — Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
- **ZONE VE** — Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

- **ZONE X** — Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

- **ZONE X** — Areas determined to be outside the 0.2% annual chance floodplain.
- **ZONE D** — Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- Floodplain boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Area zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- 513 — Base Flood Elevation line and value; elevation in feet*
- (EL 987) — Base Flood Elevation value where uniform within zone; elevation in feet*

* Referenced to the National Geodetic Vertical Datum of 1929

- A — A — Cross section Line
- D — D — Transect line
- 87°07'45", 32°22'30" — Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 25°76000'N — 1000-meter Universal Transverse Mercator grid values, zone 17
- 600000 FT — 5000-foot grid ticks: Florida State Plane coordinate system, East zone (FIPSZONE 0901), Transverse Mercator projection
- DX5510 — Bench mark (see explanation in Notes to Users section of this FIRM panel)
- M1.5 — River Mile

MAP REPOSITORY
Refer to listing of Map Repositories on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP
January 20, 1993

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
March 2, 1994 - May 16, 1994 - July 17, 1995 - for description of revision, see Notice to Users page in the Flood Insurance Study report.
September 11, 2009 - to reflect revised shoreline, to reflect updated topographic information, to update corporate limits, to add and change Base Flood Elevations, to change zone designations, to add roads and road names, to add and change Special Flood Hazard Areas, and to incorporate previously issued Letters of Map Revision

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 500'

250 0 500 1000 FEET

150 0 150 300 METERS

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0306L

FIRM

FLOOD INSURANCE RATE MAP

MIAMI-DADE COUNTY, FLORIDA
AND INCORPORATED AREAS

PANEL 306 OF 1031

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
BISCAYNE PARK, VILLAGE OF	120638	0306	L
EL PORTAL, VILLAGE OF	120640	0306	L
MIAMI - DADE COUNTY	120635	0306	L
MIAMI SHORES, VILLAGE OF	120652	0306	L
MIAMI, CITY OF	120650	0306	L
NORTH BAY VILLAGE, CITY OF	120654	0306	L

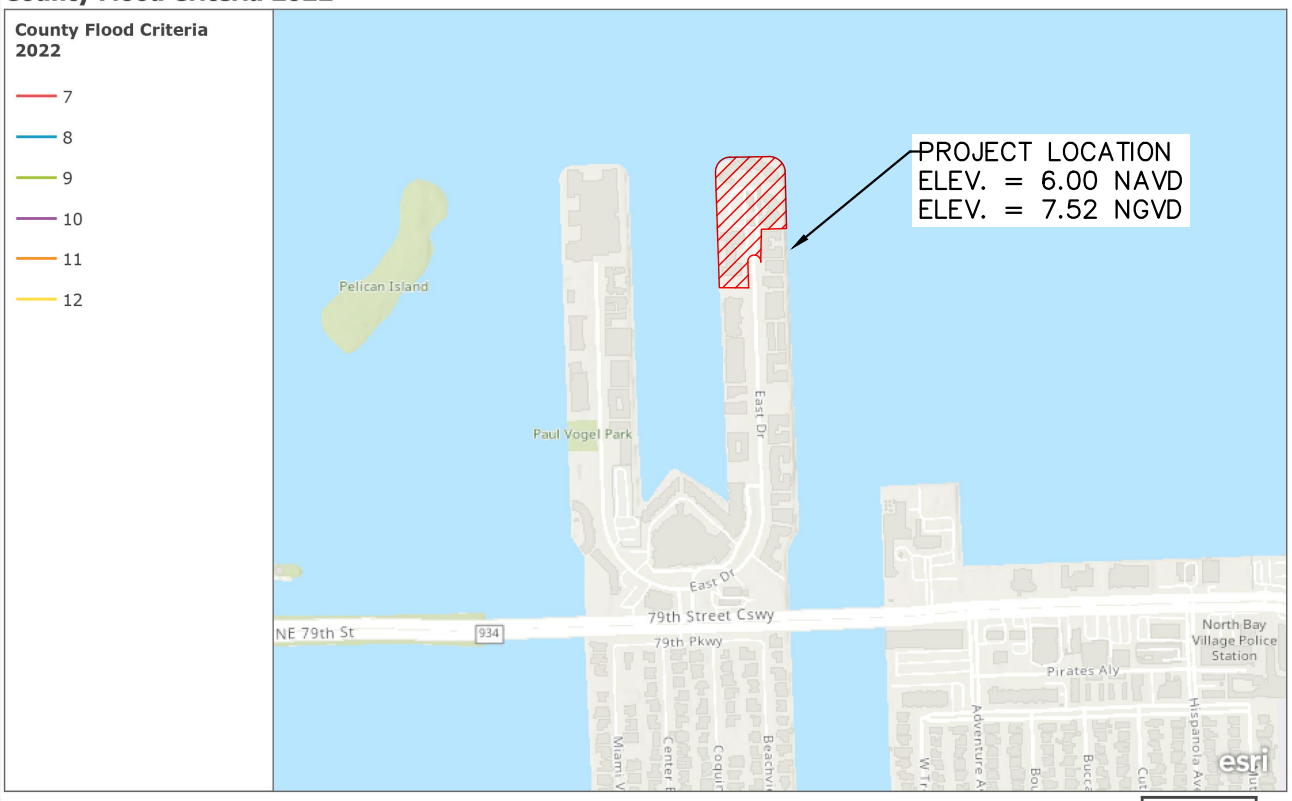
Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
12086C0306L

MAP REVISED
SEPTEMBER 11, 2009

Federal Emergency Management Agency

County Flood Criteria 2022



A line feature class of elevations higher than the minimum Miami-Dade County Flood Criteria may also be required to meet stormwater drainage systems, water and wastewater systems, and septic tank-drainage field design standards as per applicable codes.

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Plotted By: Aninat, Emilia Sheet Set: Kha Layout: MIAMI-DADE COUNTY FLOOD CRITERIA MAP May 13, 2024 08:48:37am
K:\MIB_Civil\044800028 - Harbor Island\CIVIL\ENGINEERING\Drainage\Stormwater Management Memo\Appendix A.dwg

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HARBOR ISLAND

MIAMI-DADE COUNTY FLOOD CRITERIA MAP

A-5

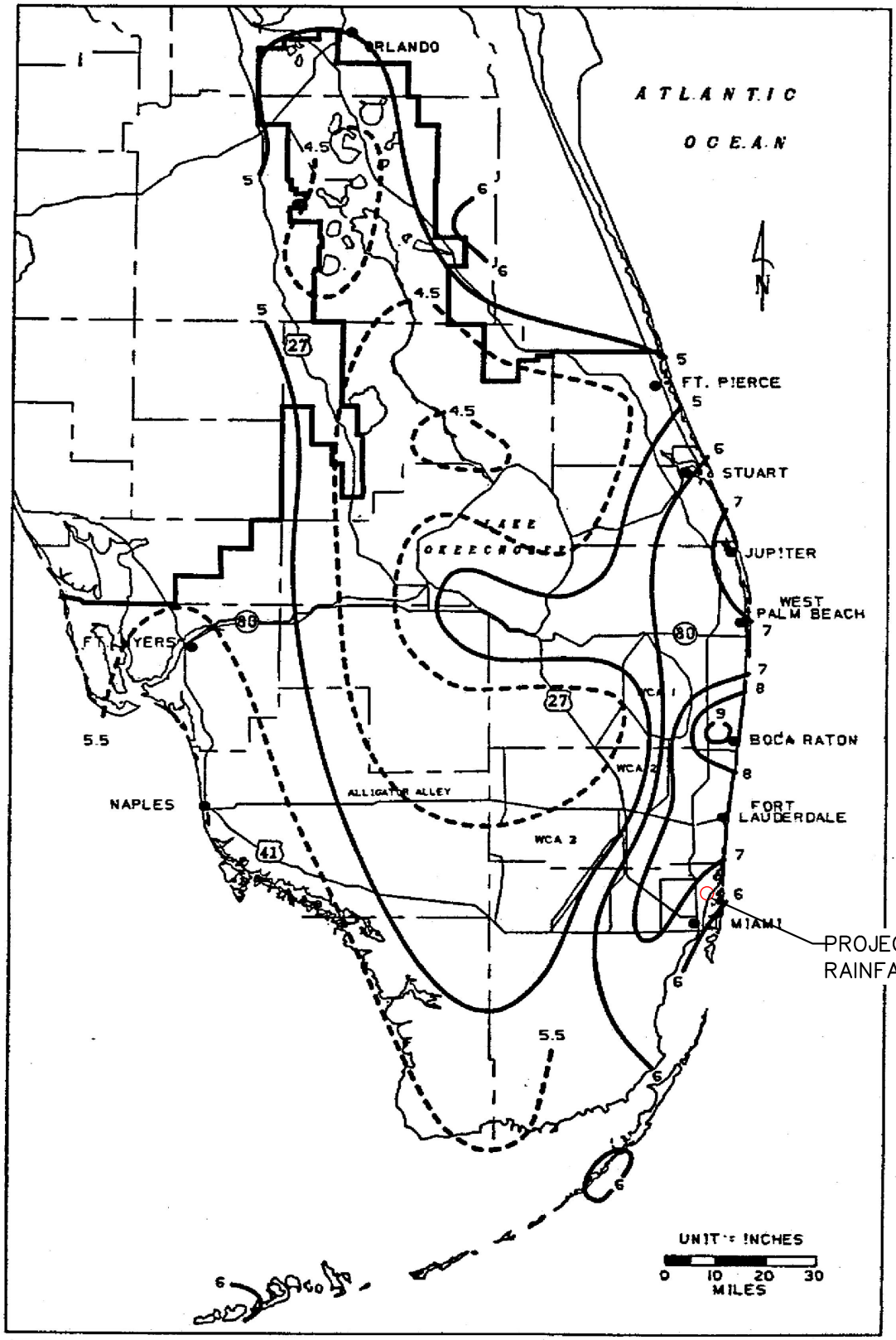

FIGURE C-3. 1-DAY RAINFALL: 5-YEAR RETURN PERIOD

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Plotted By: Aninat, Emilia Sheet Set: Kha Layout: SFWMD FLOOD CRITERIA (1 DAY 5 YEAR MAP) May 13, 2024 08:48:39am
K:\MIB_Civil\044800028 - Harbor Island\CIVIL\ENGINEERING\Drainage\Stormwater Management Memo\Appendix A.dwg

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HARBOR ISLAND

SFWMD RAINFALL MAP
(1 DAY 5 YEAR)

A-6

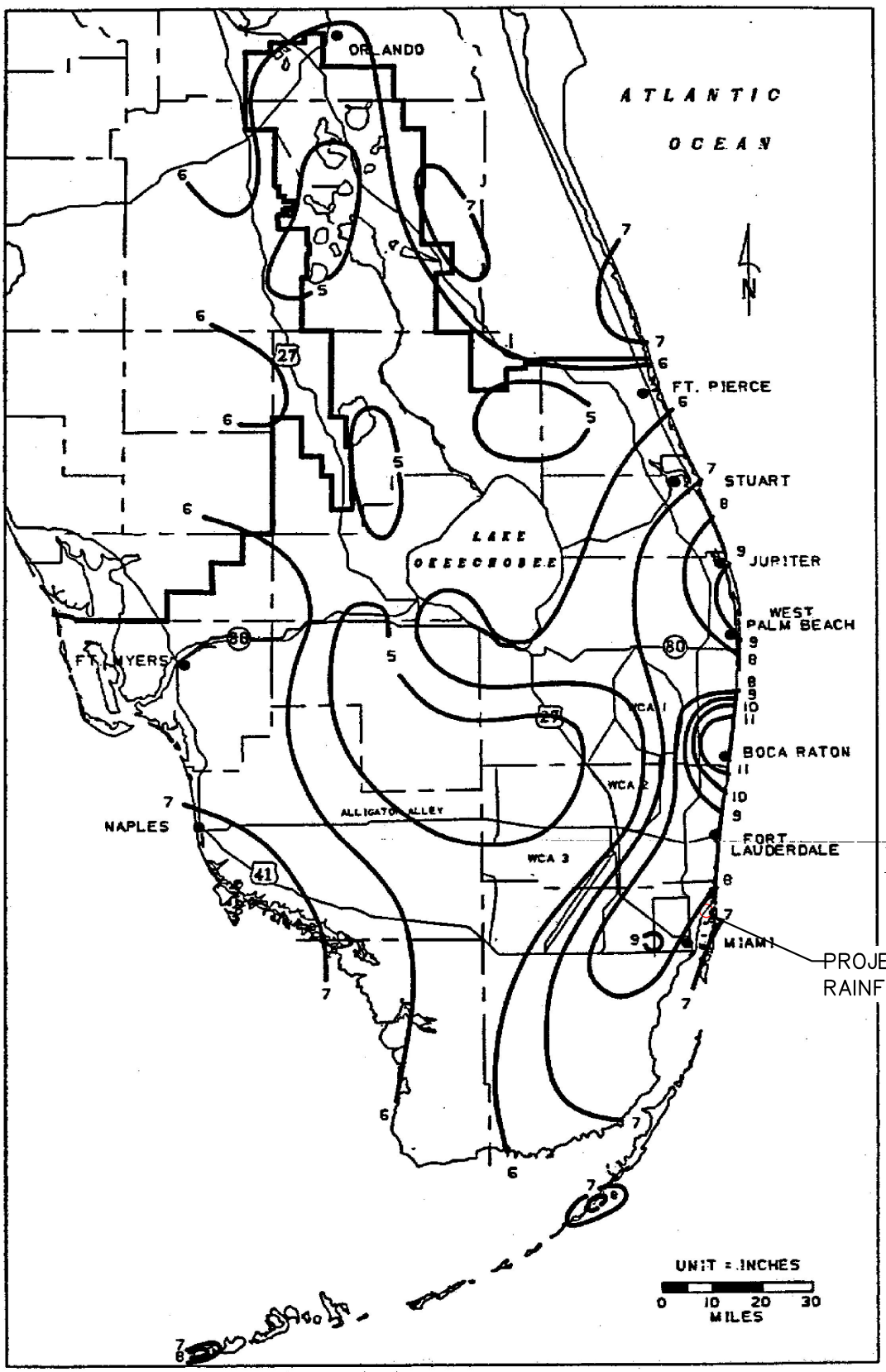

FIGURE C-4. 1-DAY RAINFALL: 10-YEAR RETURN PERIOD

Figure C-4

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Plotted By: Aninat, Emilia Sheet Set: Kha Layout: SFWMD FLOOD CRITERIA (1-DAY 10-YEAR MAP) May 13, 2024 08:48:40am
K:\MIB_Civil\044800028 - Harbor Island\CIVIL\ENGINEERING\Drainage\Stormwater Management Memo\Appendix A.dwg

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HARBOR ISLAND

SFWMD RAINFALL MAP
(1 DAY 10 YEAR)

A-7

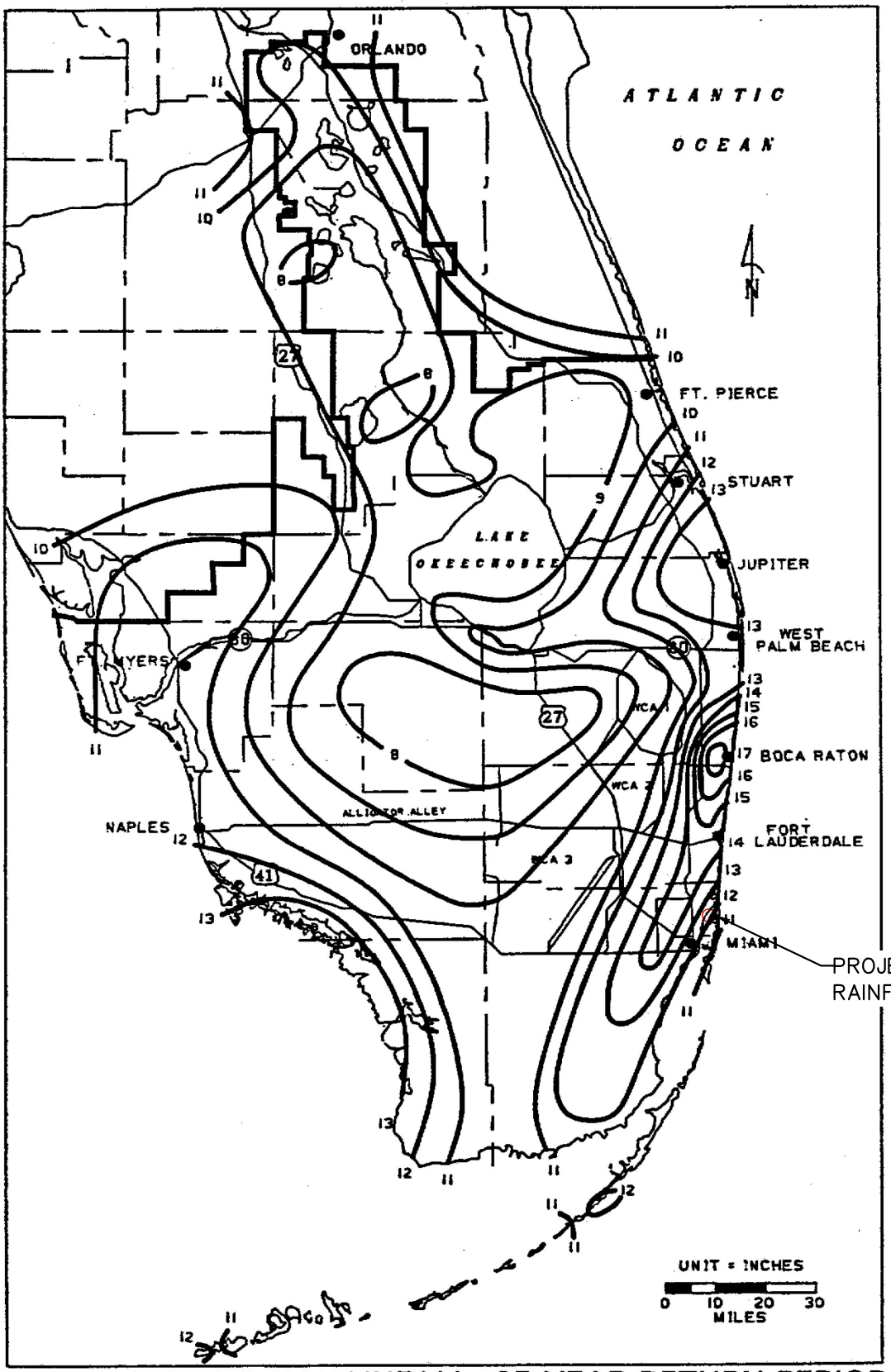

FIGURE C-8. 3-DAY RAINFALL: 25-YEAR RETURN PERIOD

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HARBOR ISLAND

SFWMD RAINFALL MAP
(3 DAY 25 YEAR)

A-8

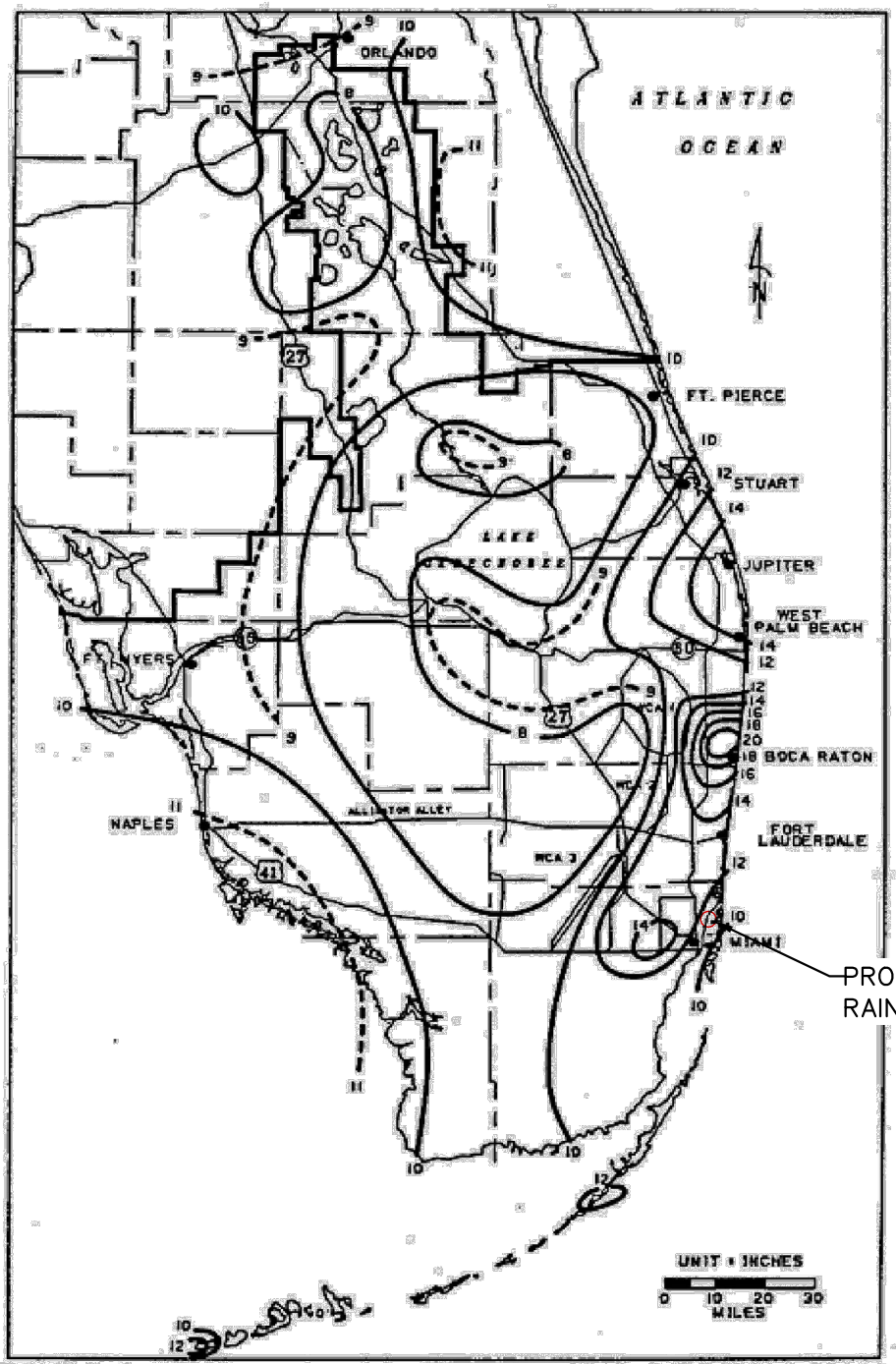

FIGURE C-6. 1-DAY RAINFALL: 100-YEAR RETURN PERIOD

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HARBOR ISLAND

SFWMD RAINFALL MAP
(1 DAY 100 YEAR)

A-9

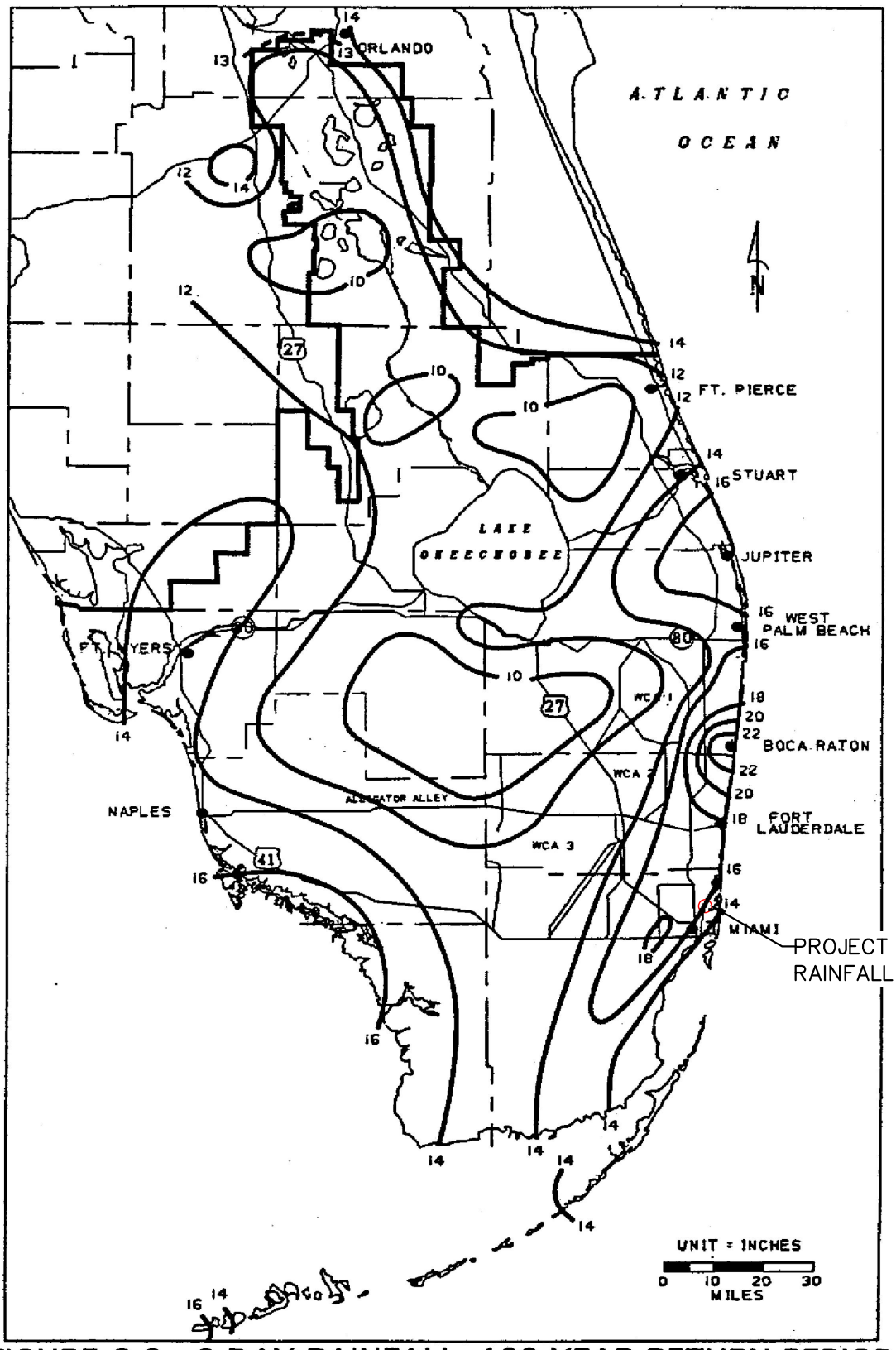

FIGURE C-9. 3-DAY RAINFALL: 100-YEAR RETURN PERIOD

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HARBOR ISLAND

SFWMD RAINFALL MAP
(3 DAY 100 YEAR)

A-10

APPENDIX B— STORMWATER MANAGEMENT CALCULATIONS

Simple Basin: BASIN 1 - SITE

Scenario:	Scenario1
Node:	NODE 1 - SITE
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	10.0000 min
Max Allowable Q:	0.00 cfs
Time Shift:	0.0000 hr
Unit Hydrograph:	UH256
Peaking Factor:	256.0
Area:	6.2800 ac
Curve Number:	98.0
% Impervious:	0.00
% DCIA:	0.00
% Direct:	0.00
Rainfall Name:	

Comment:

Node: NODE 1 - SITE

Scenario:	Scenario1
Type:	Stage/Area
Base Flow:	0.00 cfs
Initial Stage:	2.00 ft
Warning Stage:	7.55 ft

Stage [ft]	Area [ac]	Area [ft2]
2.00	0.0088	383
6.85	0.0088	383
7.55	4.1200	179467

Comment:

Node: NODE 2 - GW

Scenario:	Scenario1
Type:	Time/Stage
Base Flow:	0.00 cfs
Initial Stage:	2.00 ft
Warning Stage:	0.00 ft
Boundary Stage:	

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	2.00
0	0	0	80.0000	2.00

Comment:

Rating Curve Link: DW

Scenario: Scenario1
From Node: NODE 1 - SITE
To Node: NODE 2 - GW
Link Count: 8
Flow Direction: Both

Table	Elev On [ft]	Elev On Node	Elev Off [ft]	Elev Off Node
DW RC	0.00		0.00	

Comment:

Simulation: 100YR 24HR DERM

Scenario: Scenario1
Run Date/Time: 5/9/2024 7:37:21 PM
Program Version: ICPR4 4.07.04

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	24.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	60.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources		Lookup Tables	
Rainfall Folder:		Boundary Stage Set:	
Reference ET Folder:		Extern Hydrograph Set:	
Unit Hydrograph Folder:		Curve Number Set:	
		Green-Ampt Set:	
		Vertical Layers Set:	
		Impervious Set:	
		Roughness Set:	
		Crop Coef Set:	
		Fillable Porosity Set:	
		Conductivity Set:	
		Leakage Set:	

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6	ET for Manual Basins:	False
Over-Relax Weight Fact:	0.5 dec		
dZ Tolerance:	0.0010 ft	Smp/Man Basin Rain Opt:	Global
Max dZ:	1.0000 ft	OF Region Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft	Rainfall Name:	~FDOT-24
		Rainfall Amount:	12.00 in
Edge Length Option:	Automatic	Storm Duration:	24.0000 hr
Dflt Damping (2D):	0.0050 ft	Dflt Damping (1D):	0.0050 ft
Min Node Srf Area (2D):	100 ft2	Min Node Srf Area (1D):	100 ft2
Energy Switch (2D):	Energy	Energy Switch (1D):	Energy

Comment:

Simulation: 100YR 72HR DERM

Scenario: Scenario1
Run Date/Time: N/A
Program Version: N/A

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	72.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	60.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:
Conductivity Set:
Leakage Set:

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6	ET for Manual Basins:	False
Over-Relax Weight Fact:	0.5 dec		
dZ Tolerance:	0.0010 ft	Smp/Man Basin Rain Opt:	Global
Max dZ:	1.0000 ft	OF Region Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft	Rainfall Name:	~SFWMD-72
		Rainfall Amount:	16.00 in
Edge Length Option:	Automatic	Storm Duration:	72.0000 hr
Dflt Damping (2D):	0.0050 ft	Dflt Damping (1D):	0.0050 ft
Min Node Srf Area (2D):	100 ft2	Min Node Srf Area (1D):	100 ft2
Energy Switch (2D):	Energy	Energy Switch (1D):	Energy

Comment:

Simulation: 10YR 24HR DERM

Scenario: Scenario1
Run Date/Time: N/A
Program Version: N/A

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	24.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	60.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:
Conductivity Set:
Leakage Set:

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6	ET for Manual Basins:	False
Over-Relax Weight Fact:	0.5 dec		
dZ Tolerance:	0.0010 ft	Smp/Man Basin Rain Opt:	Global
Max dZ:	1.0000 ft	OF Region Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft	Rainfall Name:	~FDOT-24
		Rainfall Amount:	8.00 in
Edge Length Option:	Automatic	Storm Duration:	24.0000 hr
Dflt Damping (2D):	0.0050 ft	Dflt Damping (1D):	0.0050 ft
Min Node Srf Area (2D):	100 ft2	Min Node Srf Area (1D):	100 ft2
Energy Switch (2D):	Energy	Energy Switch (1D):	Energy

Comment:

Simulation: 25YR 72HR DERM

Scenario: Scenario1
Run Date/Time: N/A

Program Version: N/A

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	72.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	60.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:
Conductivity Set:
Leakage Set:

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6	ET for Manual Basins:	False
Over-Relax Weight Fact:	0.5 dec		
dZ Tolerance:	0.0010 ft	Smp/Man Basin Rain Opt:	Global
Max dZ:	1.0000 ft	OF Region Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft	Rainfall Name:	~SFWMD-72
		Rainfall Amount:	13.00 in
Edge Length Option:	Automatic	Storm Duration:	72.0000 hr
Dflt Damping (2D):	0.0050 ft	Dflt Damping (1D):	0.0050 ft
Min Node Srf Area (2D):	100 ft2	Min Node Srf Area (1D):	100 ft2
Energy Switch (2D):	Energy	Energy Switch (1D):	Energy

Comment:

Simulation: 5YR 24HR DERM

Scenario: Scenario1
Run Date/Time: N/A
Program Version: N/A

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	24.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	60.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:
Conductivity Set:
Leakage Set:

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6	ET for Manual Basins:	False
Over-Relax Weight Fact:	0.5 dec		
dZ Tolerance:	0.0010 ft	Smp/Man Basin Rain Opt:	Global
Max dZ:	1.0000 ft	OF Region Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft	Rainfall Name:	~FDOT-24
		Rainfall Amount:	7.00 in
Edge Length Option:	Automatic	Storm Duration:	24.0000 hr
Dflt Damping (2D):	0.0050 ft	Dflt Damping (1D):	0.0050 ft
Min Node Srf Area (2D):	100 ft2	Min Node Srf Area (1D):	100 ft2
Energy Switch (2D):	Energy	Energy Switch (1D):	Energy

Comment:

Rating Curve: DW RC

Scenario: Scenario1
Type: Upstream Stage

Upstream Stage [ft]	Discharge [cfs]
3.75	0.00
6.85	1.72
7.55	1.72

Comment: Rating Curve Calculations for one well:

Rating Curve Upstream Stages:
Ground Water Table (GWT) + total head loss (THL) = 2ft + 1.75ft = 3.75ft
minimum inlet elevation = 6.85ft
seawall elevation = 7.55ft

Friction Losses:
0.001*70ft casing depth = 0.07ft

Salinity losses:
0.024*70ft casing depth = 1.68ft

Total Head Loss:
0.07+1.68=1.75ft

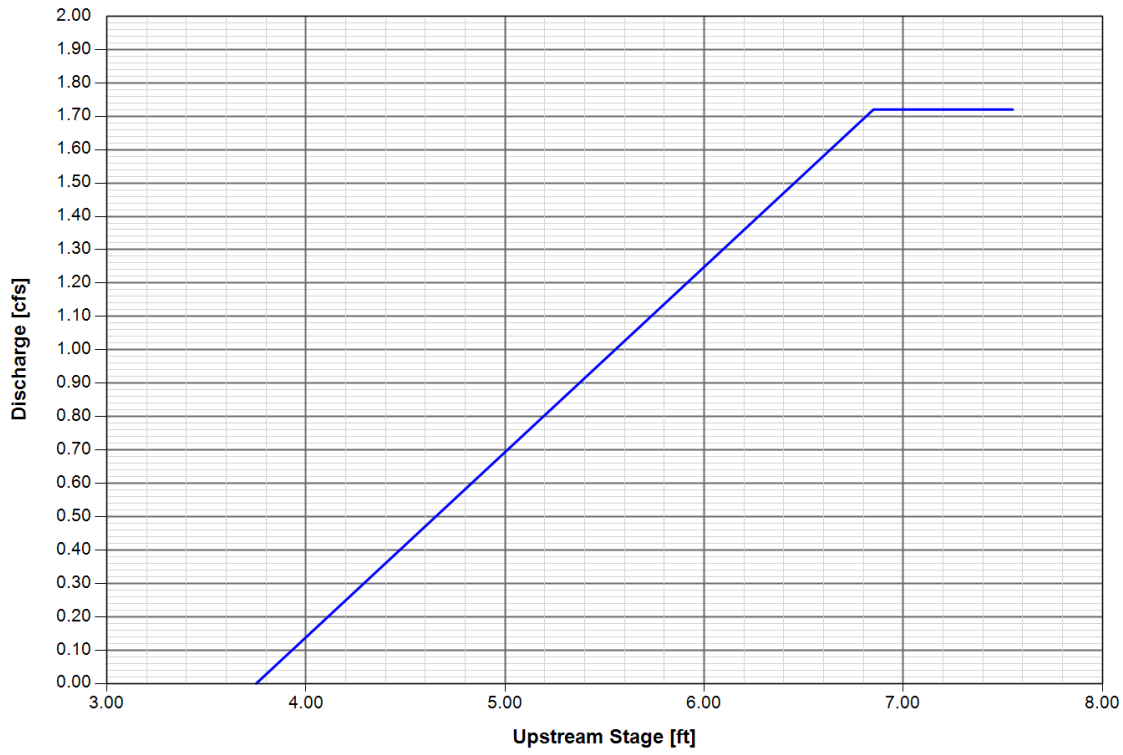
Discharge Rate at GWT+THL (3.75ft):
0 cfs

Discharge Rate at minimum inlet elevation (6.85ft):
500GPM-ft head=1.11cfs-ft head
1.11cfs-ft head * (6.85-3.75)ft = 3.44cfs

Safety Factor = 2.0
3.44 cfs/2.0 = 1.72cfs

Discharge Rate at seawall elevation (7.55ft):
1.72cfs

Rating Curve: DW RC Scenario: Scenario1



Node Max Conditions [Scenario1]

Node Name	Sim Name	Warning Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]
NODE 1 - SITE	100YR 24HR DERM	7.55	5.46	-0.0010	7.58	7.58	383
NODE 1 - SITE	100YR 72HR DERM	7.55	7.51	-0.0029	44.42	13.76	168695
NODE 1 - SITE	10YR 24HR DERM	7.55	4.89	0.0010	5.04	5.04	383
NODE 1 - SITE	25YR 72HR DERM	7.55	7.38	-0.0028	36.09	13.76	136680
NODE 1 - SITE	5YR 24HR DERM	7.55	4.74	0.0010	4.41	4.41	383

HARBOR ISLAND
8000 EAST DRIVE NORTH BAY VILLAGE, 33141

DRAINAGE CALCULATIONS:
(MASS DIAGRAM – M-DC DRER CRITERIA)

1. Site Data:

Control Water Table Elevation =	2.00	NGVD	(Per MDC Avg. 1999 Oct. WT Map)
Miami-Dade Flood Criteria Elevation =	7.52	NGVD	(County Flood Criteria Map, see Appendices)
F.I.R.M. Base Flood Elevation =	9.00	NGVD	(FIRM Panel 12086C0306L, Zone AH)
Lowest Existing Back of Sidewalk Elevation =	N/A	NGVD	
Lowest Finish Floor Elevation =	11.00	NGVD	(Proposed Building)
Lowest drainage inlet elevation =	6.85	NGVD	(Within paved areas)

2. Drainage Areas (see Appendix B):

Basin area in acres = A
Impervious basin area in acres = A_{IMP}
Pervious basin area in acres = A_{PER}
Runoff Coefficient Impervious (C_{IMP}) = 0.90
Runoff Coefficient Pervious (C_{PER}) = 0.30
Weighted coefficient of runoff C = $[(A_{IMP} \times C_{IMP}) + (A_{PER} \times C_{PER})] / A$
Total Contributing Area = C x A

Basin	A_{IMP} (acres)	A_{PER} (acres)	A (acres)	C	CA (acres)	Comments
Site	4.12	0.00	4.12	0.90	3.71	To proposed drainage wells
Totals	4.12	0.00	4.12	0.90	3.71	

Total Property Area = 4.12 Acres
Total Contributing Area = 3.71 Acres

HARBOR ISLAND
8000 EAST DRIVE NORTH BAY VILLAGE, 33141

3. Contributing Areas for Retention:

Basin	A_{imp} (acres)	A_{perv} (acres)	A (acres)	C	CA (acres)	% of Total Runoff Retained Within Basin
Site	4.120	0.000	4.120	0.90	3.71	100.00%
Totals	4.120	0.000	4.120	0.90	3.71	100.00%

Total Basin Areas for Retention = 4.12 Acres
Total Contributing Area for Retention = 3.71 Acres

4. Time required to generate one inch of runoff (per DERM Water Control Section D-4)

Rainfall Intensity (I) = $308.5 / [(48.6 \times F^{-0.11}) + t (0.5895 + F^{-2/3})]$
Frequency (F) = 5 years - Frequency Curve

Q = CIA, V = Qt; $V_{(1\ in.)} = Qt_{(1\ in.)}$, $t_{(1\ in.)}$ = Time to generate 1 inch of runoff
$V_{(1\ in.)} = CIAt_{(1\ in.)}$
$1" \times A = CIAt_{(1\ in.)}$; Solving for $t_{(1\ in.)}$, $t_{(1\ in.)} = 1" / (IC)$

Time to Generate one inch of run-off t(in) = 11.13 Min.
10.00 Min.
Total time required to collect 1 inch of runoff = 21.13 Min.

Inflow at time required to collect 1 inch of runoff = 18.95 CFS (per table below)

HARBOR ISLAND
8000 EAST DRIVE NORTH BAY VILLAGE, 33141

5. Storm Runoff Calculations:

TIME (MIN.)	CA	RAINFALL INTENSITY (IN/HR)	INFLOW RATE (CFS)	INFLOW VOLUME (CF)	
0	3.708	0.00	0.00	0.00	
1	3.708	7.41	27.47	1,648.13	
2	3.708	7.25	26.87	3,224.28	
3	3.708	7.09	26.29	4,733.07	
4	3.708	6.94	25.74	6,178.72	
5	3.708	6.80	25.22	7,565.12	
6	3.708	6.66	24.71	8,895.83	
7	3.708	6.53	24.22	10,174.15	
8	3.708	6.41	23.76	11,403.10	
9	3.708	6.29	23.31	12,585.50	
10	3.708	6.17	22.87	13,723.94	
11	3.708	6.06	22.46	14,820.83	
12	3.708	5.95	22.05	15,878.40	
13	3.708	5.84	21.67	16,898.73	
14	3.708	5.74	21.29	17,883.75	
15	3.708	5.64	20.93	18,835.26	
16	3.708	5.55	20.58	19,754.94	
17	3.708	5.46	20.24	20,644.37	
18	3.708	5.37	19.91	21,505.02	
19	3.708	5.28	19.59	22,338.25	
20	3.708	5.20	19.29	23,145.36	
21	3.708	5.12	18.99	23,927.56	
21.13	3.708	5.11	18.95	24,023.97	Peak Runoff Rate for Design
22	3.708	5.04	18.70	24,685.98	
23	3.708	4.97	18.42	25,421.69	
24	3.708	4.89	18.15	26,135.70	

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Well Detention Calculations

HARBOR ISLAND

DW 1-8

Total Contributing Area	= 4.12 Acres
Peak Run Off	= 18.95 CFS

Well Box Width	Well Box Length	Top of Casing to Bottom of Structure minimum Distance	No. of Wells	Volume Per Well	Cumulative Well Volume
5.0 Ft.	10.0 Ft.	4.50 Ft.	8	225 CF	1800 CF
				Total Well Volume	1800 CF
				Well Detention Time	95 Seconds

Kimley»Horn

October 9, 2024

Stormwater Management Memo

Harbor Island
8000 East Dr
North Bay Village, FL 33141
KHA Project No. 044800028

Prepared for:
Harbor Island Development Company, LLC.
2850 Tigertail Ave, Suite 800
Miami, FL 33133

Prepared by:
Kimley-Horn & Associates, Inc.
2 Alhambra Plaza, Suite 500
Coral Gables, FL 33134



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DATE: 03/19/2025

x _____ Date 03/19/2025

Alberto A. Mora, P.E.
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PROJECT DESCRIPTION

The Harbor Island project consists of a 4.1+/- acre property located at 8000 East Drive, North Bay Village, FL 33141, with folio numbers 23-3209-021-0001, 23-3209-001-0021, and 23-3209-030-0001 (refer to the Project Location Map included in Appendix A). The property is bound by East Drive and existing private property to the south and Biscayne Bay to the north, east, and west. The existing property contains three residential buildings with associated parking and amenities, with an existing seawall bordering the property along the Biscayne Bay frontage.

The project proposes the development of three residential buildings with a total of 364 units, an interior parking garage, exterior hardscape, landscape, and other amenities to support the development. For onsite stormwater management, the project proposes 8 interconnected drainage wells to handle the runoff from the total contributing area of 3.7+/- acres and 100 LF of sand-filter exfiltration trench for runoff from covered garage areas.

OBJECTIVE

The objective of this drainage analysis is to design a stormwater management system that will provide adequate flood protection for the proposed buildings and meet or exceed storm runoff quality and quantity criteria set forth by the South Florida Water Management District (SFWMD) and Miami-Dade County DRER Water Control Section (DRER Water Control).

DESIGN PARAMETERS

The control water elevation used for design is the Average October Ground Water Table Elevation obtained from the Miami-Dade County 1999 Average October Ground Water Level map in Appendix A-3. The ground water table elevation for the site is 2.0 NGVD.

The flood criteria used for design is the elevation obtained from the Miami-Dade County Flood Criteria map in Appendix A-5. The flood criteria elevation for the site is 6.0 NAVD (7.52 NGVD). In addition, the FEMA Flood Insurance Rate Map (FIRM) in Appendix A-4 shows the site is located in Zone AH with a Base Flood Elevation (BFE) of 9 NGVD.

The stormwater management calculations provided in Appendix B analyzed runoff retention for the following storm events: 1-day 5-year, 1-day 10-year, 3-day 25-year, 1-day 100-year, and 3-day 100-year. The rainfall amounts for these storm events were obtained from the SFWMD Environmental Resource Permit Applicant's Handbook Volume II rainfall maps in Appendix A-6, A-7, A-8, A-9, and A-10. The rainfall amounts for the storm events are 7.0 inches, 8.0 inches, 13.0 inches, 12.0 inches, and 16.0 inches, respectively.

For this analysis, the project contributing area was assumed to be 100% impervious. The proposed drainage wells were designed to route the runoff required to comply with storage criteria for the proposed site elevations.

STORMWATER MANAGEMENT CRITERIA

The proposed storm water drainage system was analyzed through the ICPR flood routing calculations provided in Appendix B following the most stringent design requirements and design methods of the SFWMD, DRER Water Control, and FDEP. A summary of the results is shown below in Table 2, followed by the design requirements and the method of approach for each design element.

Table 2. Stormwater Management Summary

Rainfall		Post-Development		
Storm Event	**Rainfall (in)**	**Peak Stage (ft, NGVD)**	**Design Element**	**Proposed elevation of design element (ft, NGVD)**
1-day 5-year	7.0	4.74	Lowest Drainage Inlet Elevation Within Paved Areas	6.85
1-day 10-year	8.0	4.89	Lowest Onsite Road Crown Elevation	7.05
3-day 25-year	13.0	7.38	Lowest Perimeter Berm and Seawall Elevation	7.55
1-day 100-year	12.0	5.46-> 6.00 6.00+1'=7.00	Lowest Finished Floor Elevation	11.00
3-day 100-year	16.0	7.51	Lowest Finished Floor Elevation	11.00

Lowest Drainage Inlet Elevation

Drainage collection inlets and trench drains are proposed throughout the site at driveway connections to public roads, within drive aisles, and within landscaped areas. The proposed minimum drainage inlet elevation within paved areas of the site shall be set according to the following criteria:

- The proposed drainage system shall be designed with sufficient capacity to handle 100% of the volume of storm runoff from a design storm event of 5-year frequency and 24-hour duration with a safety factor of 2.0. In the ICPR flood routing calculations provided in Appendix B, a drainage system with 8 wells and a minimum drainage inlet elevation in paved areas of 6.85 NGVD can support this runoff. The proposed system also meets the stormwater quality criteria required by DRER Water Control.
- The proposed minimum inlet elevation for the onsite landscaped areas will be set at least 1 foot above the Miami-Dade County Average October Ground Water Table Elevation in Appendix A-3. The minimum inlet elevation within onsite landscaped areas is no lower than 3.0 NGVD.

Lowest Interior Crown of Road Elevation

The proposed interior crown of road elevation shall be set at or above the following criteria:

- 100% of the post-development runoff from a design storm event of 10-year frequency and 24-hour duration must be completely retained within the onsite drive aisles. As shown in the ICPR flood routing analysis in Appendix B, the maximum stage for a 10-year, 24-hour storm event is 4.89 NGVD. The lowest interior crown of road elevation is 7.05 NGVD, which is above the maximum stage.

Lowest Perimeter Berm and Seawall Elevation

The proposed perimeter berm and seawall elevation shall be set at or above the following criteria:

- 100% of the post-development storm runoff from a design storm event of 25-year frequency and 72-hour duration must be completely retained within the property. As shown in the ICPR flood routing analysis provided in Appendix B, the maximum stage for a 25-year, 72-hour storm event is 7.38 NGVD. The minimum perimeter elevation is 7.55 NGVD, which is above the maximum stage.

Lowest Finished Floor Elevation

The proposed lowest finished floor elevations (FFE) for buildings with enclosed ground floors with uses other than just storage or parking shall be set at or above the highest of the following criteria:

- The maximum stage resulting from a design-storm event of 100-year frequency and 72-hour duration. As shown on the flood routing analysis provided in Appendix B, the maximum stage for a 100-year, 72-hour storm event is 7.51 NGVD.
- The maximum stage resulting from a design-storm event of 100-year frequency and 24-hour duration plus 1 foot. As shown on the flood routing analysis provided in Appendix B, the maximum stage for a 100-year, 24-hour storm event is 5.46 NGVD, rounded to 6.00 NGVD, + 1 foot = 7.00 NGVD.
- Per North Bay Village criteria, the Base Flood Elevation for the property as established on FEMA Flood Insurance Rate Map (FIRM) Number 12086C0306L (Appendix A) plus 2 feet. According to the map, the property lies within Zone "AH" with BFE of 9 NGVD. The minimum finished floor for this criterion would be 9 NGVD, + 2 feet = 11.00 NGVD.

The minimum required FFE based on the above criteria is 11.00 NGVD. The lowest proposed FFE for the project is 11.00 NGVD, which meets the criteria.

PROPOSED STORMWATER MANAGEMENT SYSTEM

For the onsite development, a self-contained drainage system with 8 interconnected drainage wells is sufficient to pretreat and convey 100% of the runoff from a storm event of 5-year frequency and 24-hour duration with a safety factor of 2.00 and provide enough storage for stormwater runoff from all other applicable storms to meet the design criteria outlined above.

The Stormwater Management Calculations provided in Appendix B indicate that the above-proposed improvements will provide sufficient capacity to satisfy SFWMD and DRER Water Control storm retention requirements with an average safety factor above 2.0.

REFERENCES

1) Miami-Dade County Public Works Department - Public Works Manual (1994) - Part 1: Standard Details.

2) State of Florida Department of Transportation - Drainage Manual (January 2020)

3) South Florida Water Management District - Environmental Resource Permit Information Manual - 2020

APPENDIX A—MAPS



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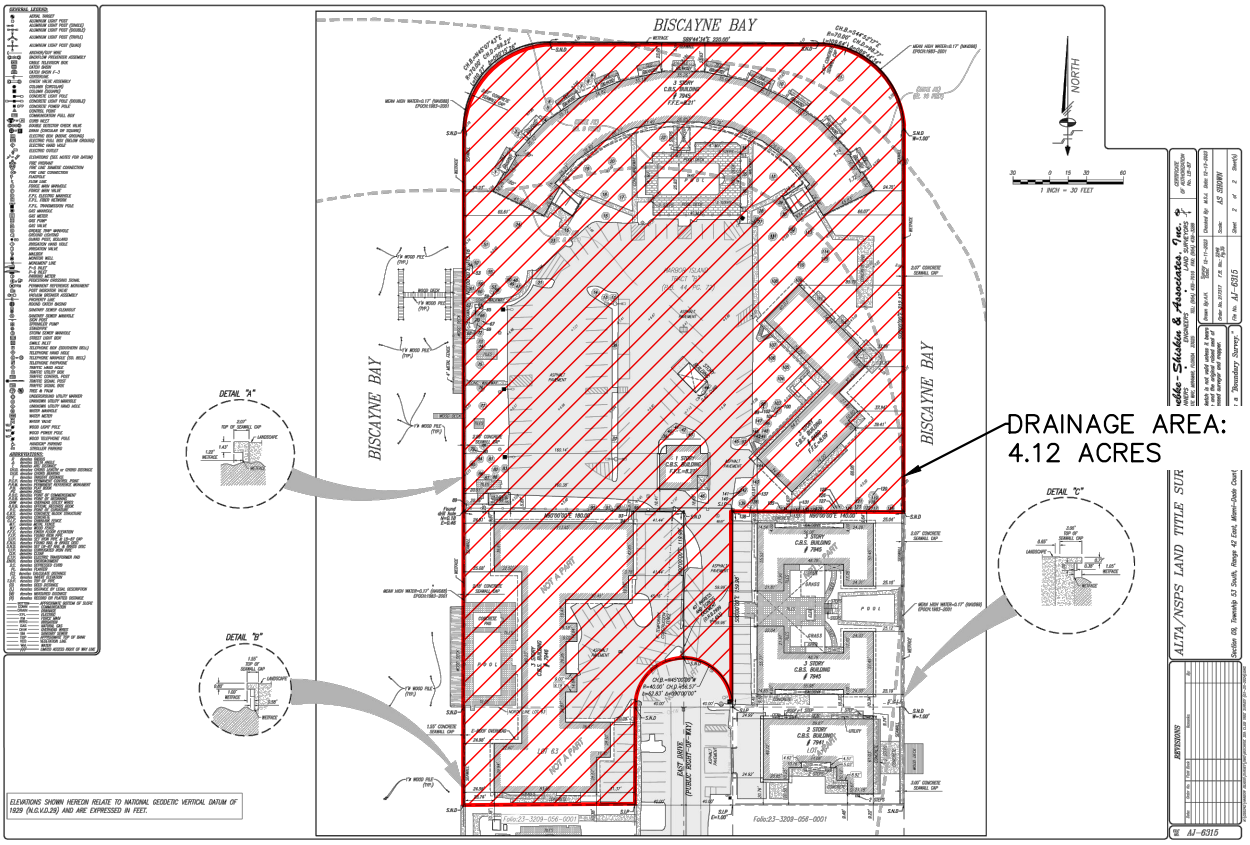
HARBOR ISLAND

PROJECT LOCATION MAP

NTS

A-1



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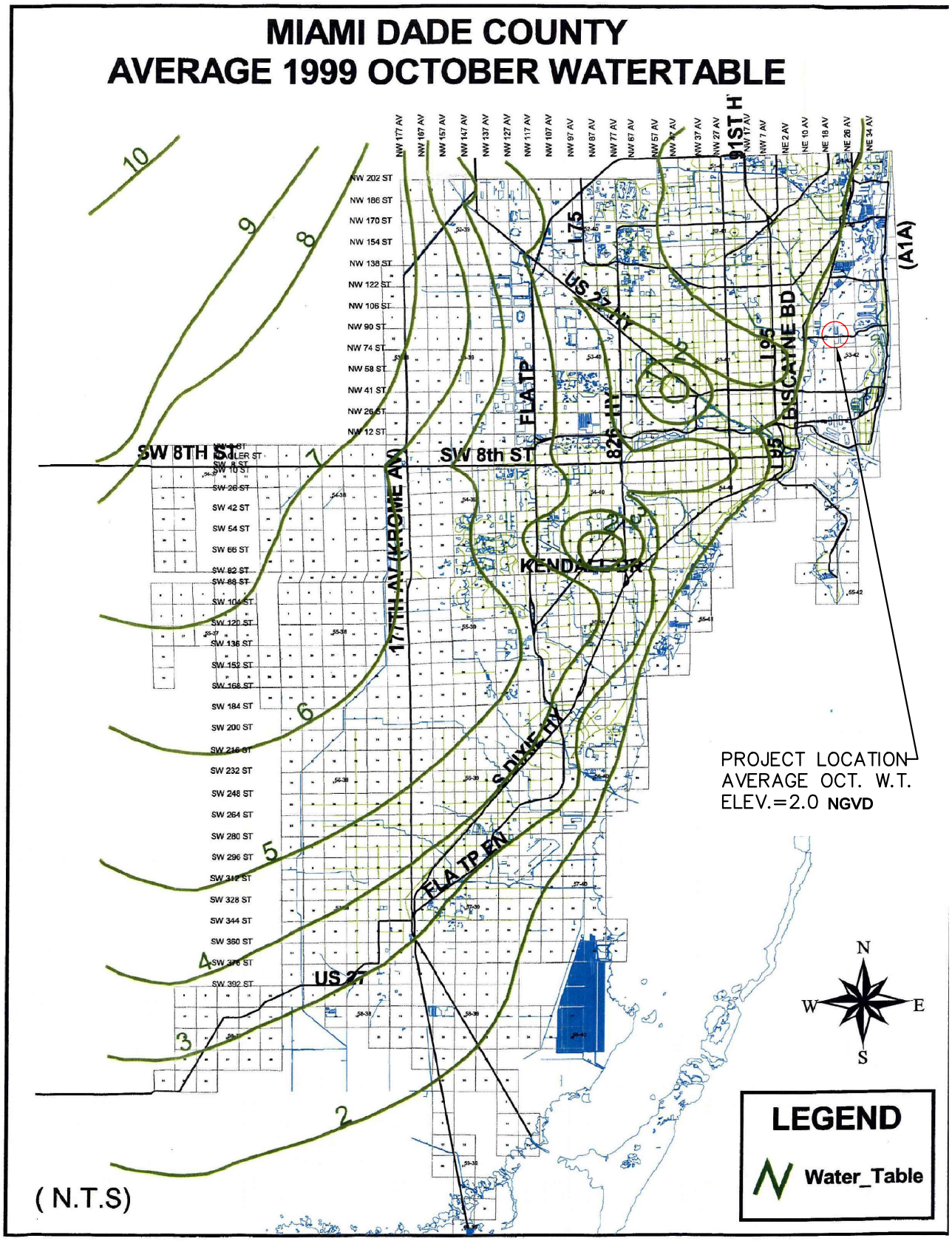
HARBOR ISLAND

DRAINAGE AREA MAP

NTS

A-2

MIAMI DADE COUNTY
AVERAGE 1999 OCTOBER WATERTABLE



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HARBOR ISLAND

AVERAGE OCTOBER GROUNDWATER LEVEL MAP

A-3

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' National Geodetic Vertical Datum of 1929 (NGVD 29). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Florida State Plane east zone (FIPSZONE 0901). The **horizontal datum** was NAD 83, GRS80 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the National Geodetic Vertical Datum of 1929. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at http://www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242**, or visit its website at http://www.ngs.noaa.gov.

Base map information shown on this FIRM was provided in digital format by the Miami-Dade County Information Technology Department. These data were compiled at a scale of 1:3,600 from digital orthophotography dated 2001. Additional base map information was provided by the Cities of Aventura, Coral Gables, and Homestead, the Town of Cutler Bay, and Miami-Dade County.

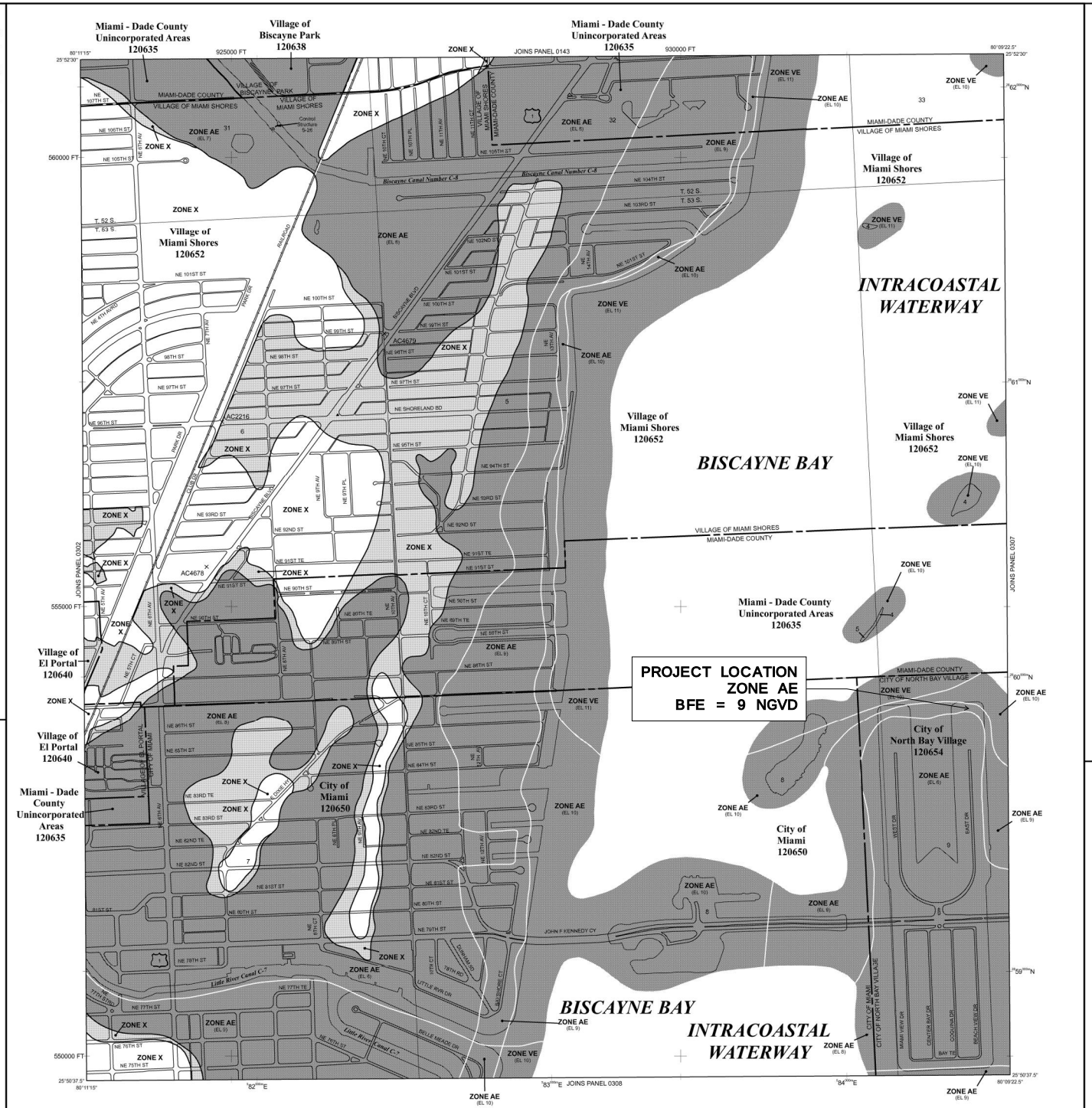
This map reflects more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to confirm to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study Report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the **FEMA Map Service Center** at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and its website at http://msc.fema.gov.

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call **1-877-FEMA MAP** (1-877-336-2627) or visit the FEMA website at http://www.fema.gov.



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

	Floodplain boundary
	Floodway boundary
	Zone D boundary
	CBRS and OPA boundary
	Boundary dividing Special Flood Hazard Area zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
513	Base Flood Elevation line and value; elevation in feet*
(EL 987)	Base Flood Elevation value where uniform within zone; elevation in feet*

* Referenced to the National Geodetic Vertical Datum of 1929

A A / B B	Cross section Line
D D	Transect line
87°07'45", 32°22'30"	Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
25°76000'N	1000-meter Universal Transverse Mercator grid values, zone 17
600000 FT	5000-foot grid ticks: Florida State Plane coordinate system, East zone (FIPSZONE 0901), Transverse Mercator projection
DX5510	Bench mark (see explanation in Notes to Users section of this FIRM panel)
M1.5	River Mile

MAP REPOSITORY
Refer to listing of Map Repositories on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP
January 20, 1993

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
March 2, 1994 - May 16, 1994 - July 17, 1995 - for description of revision, see Notice to Users page in the Flood Insurance Study report.
September 11, 2009 - to reflect revised shoreline, to reflect updated topographic information, to update corporate limits, to add and change Base Flood Elevations, to change zone designations, to add roads and road names, to add and change Special Flood Hazard Areas, and to incorporate previously issued Letters of Map Revision

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 500'

250 0 500 1000 FEET
150 0 150 300 METERS

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0306L

FIRM
FLOOD INSURANCE RATE MAP

MIAMI-DADE COUNTY, FLORIDA AND INCORPORATED AREAS

PANEL 306 OF 1031

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
BISCAYNE PARK, VILLAGE OF	120638	0306	L
EL PORTAL, VILLAGE OF	120640	0306	L
MIAMI - DADE COUNTY	120635	0306	L
MIAMI SHORES, VILLAGE OF	120652	0306	L
MIAMI, CITY OF	120650	0306	L
NORTH BAY VILLAGE, CITY OF	120654	0306	L

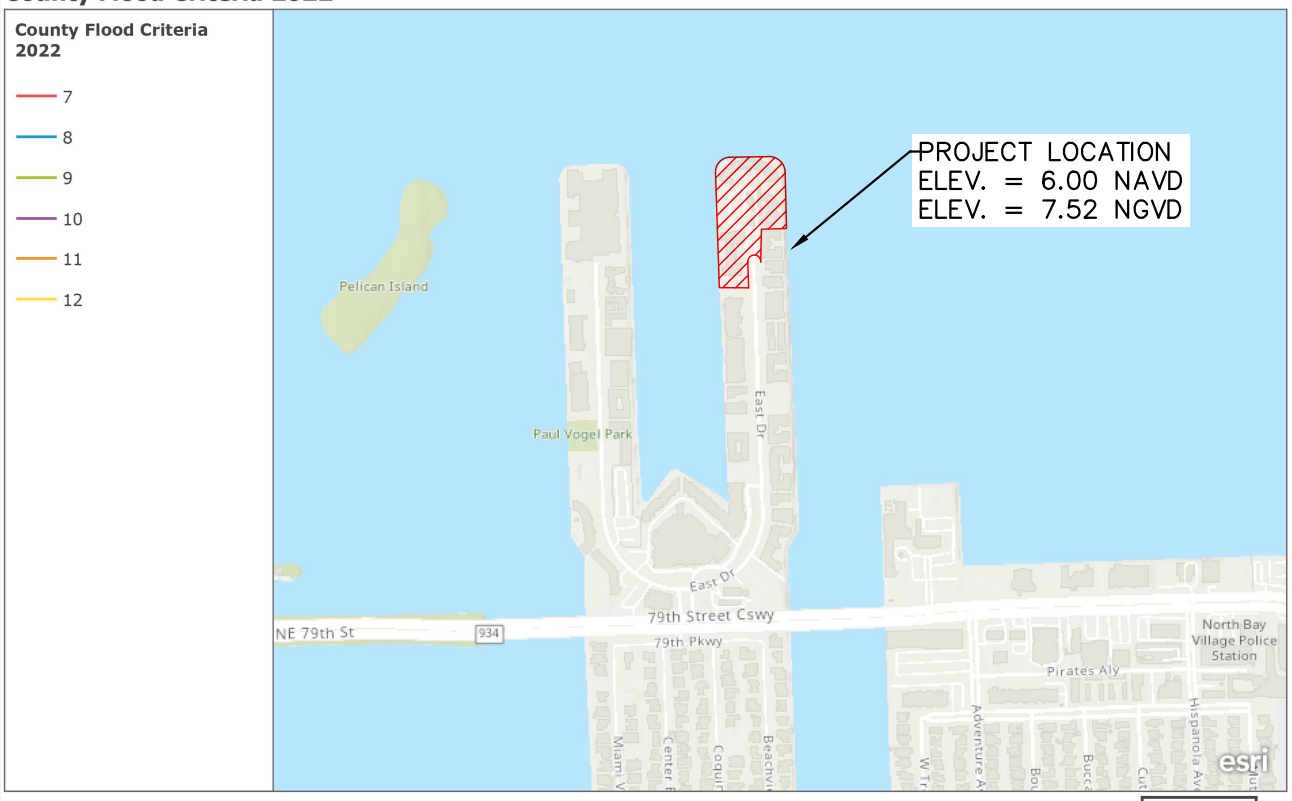
Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
12086C0306L

MAP REVISED
SEPTEMBER 11, 2009

Federal Emergency Management Agency

County Flood Criteria 2022



A line feature class of elevations higher than the minimum Miami-Dade County Flood Criteria may also be required to meet stormwater drainage systems, water and wastewater systems, and septic tank-drainage field design standards as per applicable codes.

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HARBOR ISLAND

MIAMI-DADE COUNTY FLOOD CRITERIA MAP

A-5

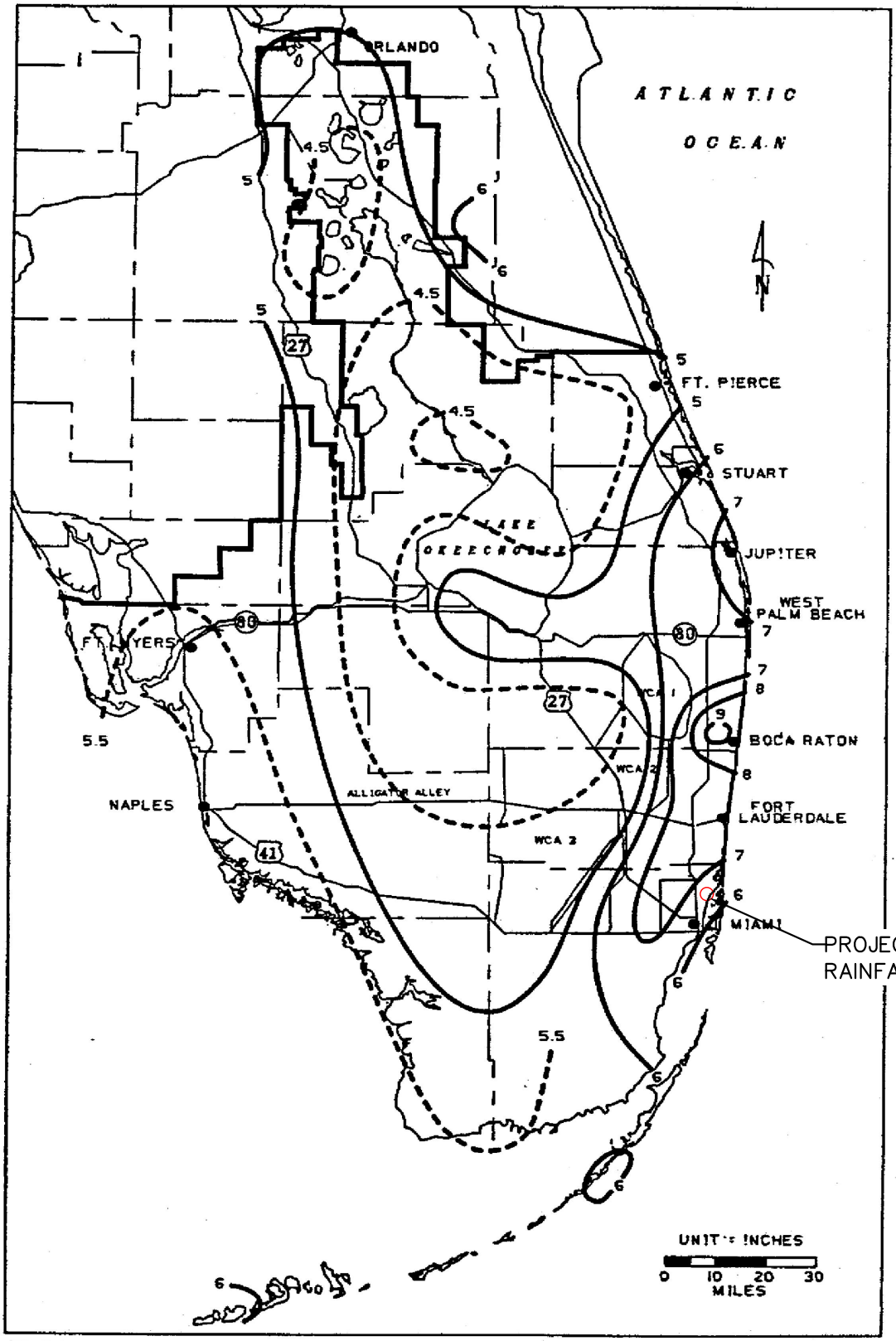

FIGURE C-3. 1-DAY RAINFALL: 5-YEAR RETURN PERIOD

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HARBOR ISLAND

SFWMD RAINFALL MAP
(1 DAY 5 YEAR)

A-6

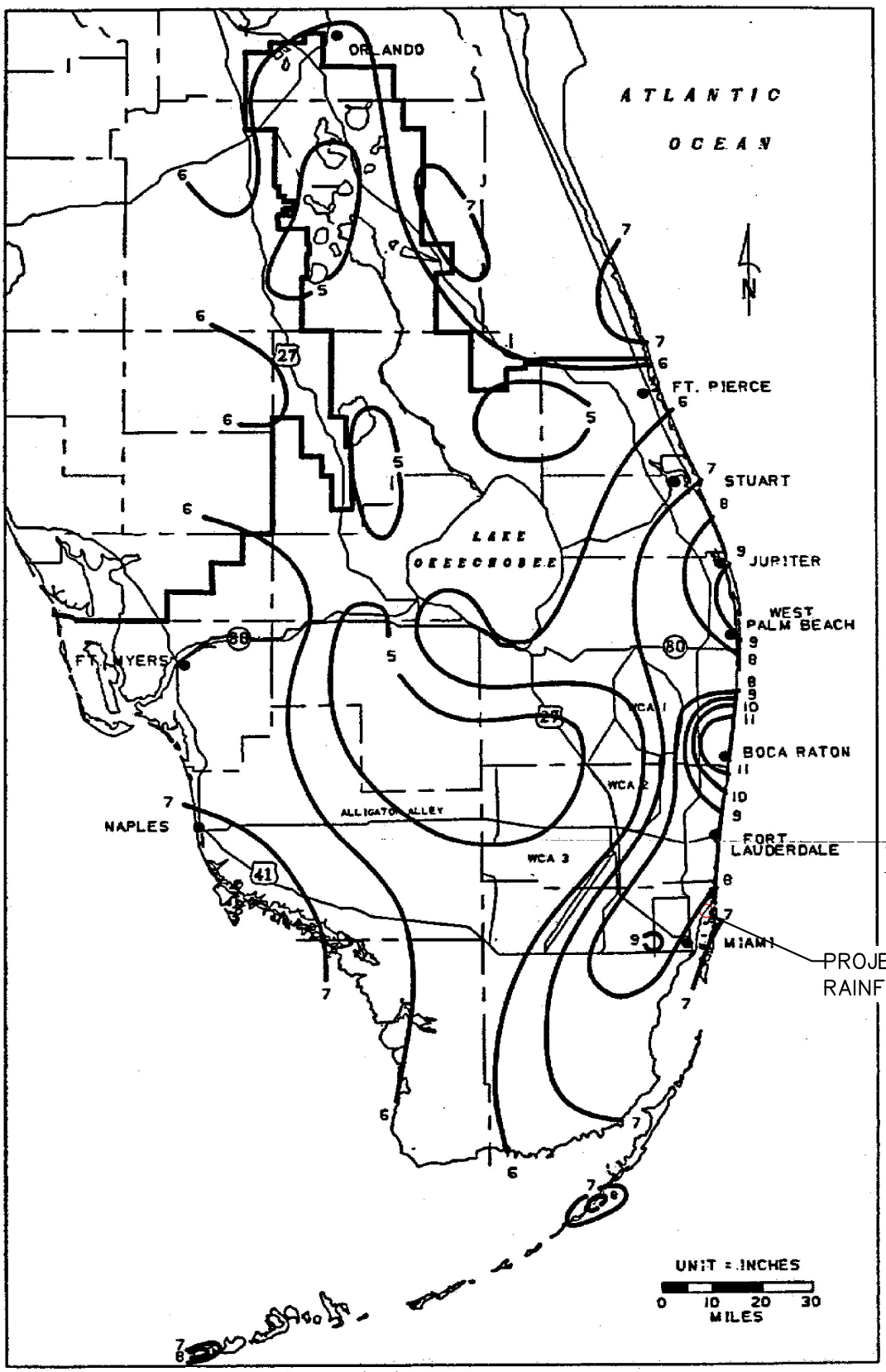

FIGURE C-4. 1-DAY RAINFALL: 10-YEAR RETURN PERIOD

Figure C-4

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HARBOR ISLAND

SFWMD RAINFALL MAP
(1 DAY 10 YEAR)

A-7

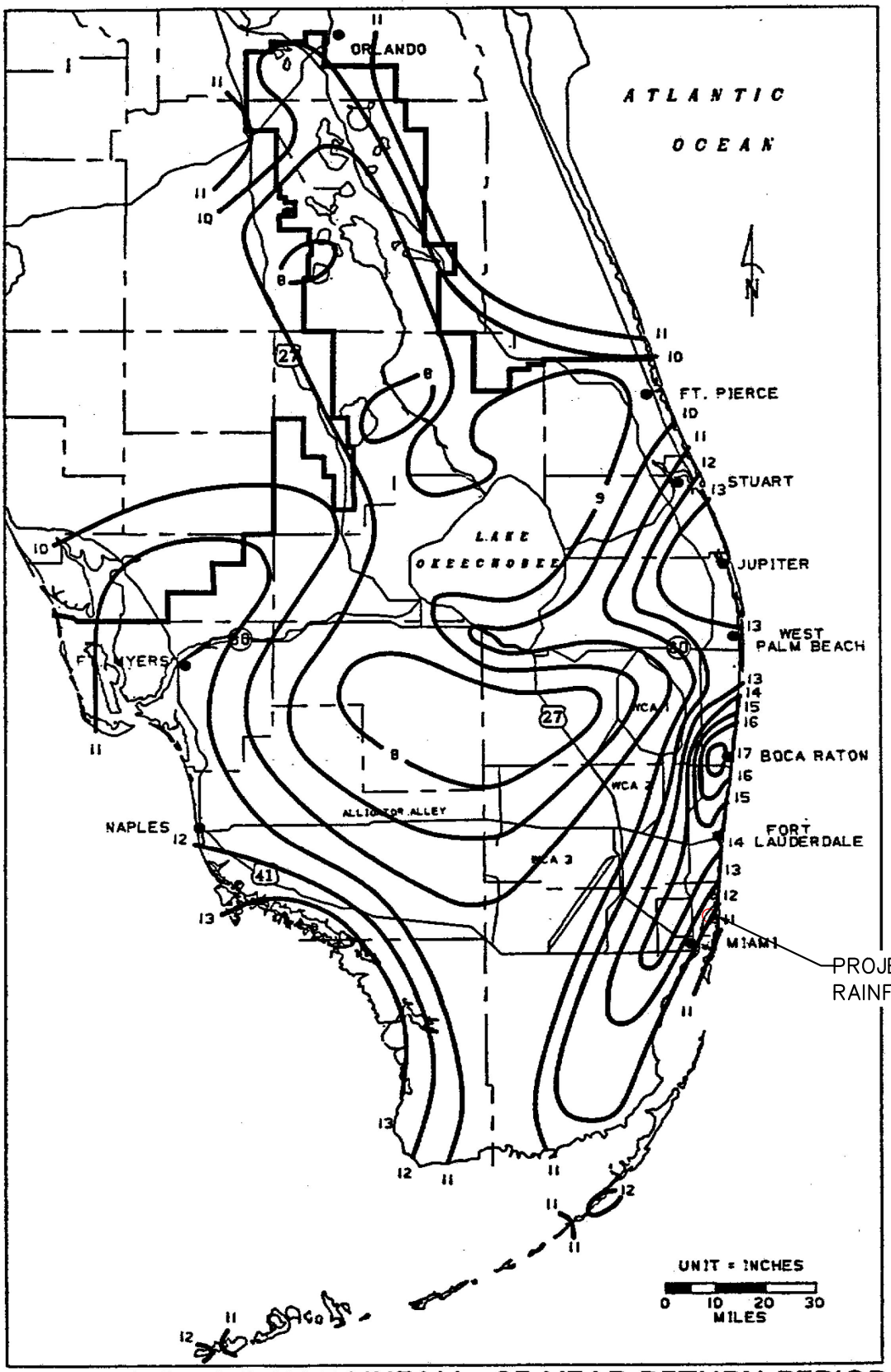

FIGURE C-8. 3-DAY RAINFALL: 25-YEAR RETURN PERIOD

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HARBOR ISLAND

SFWMD RAINFALL MAP
(3 DAY 25 YEAR)

A-8

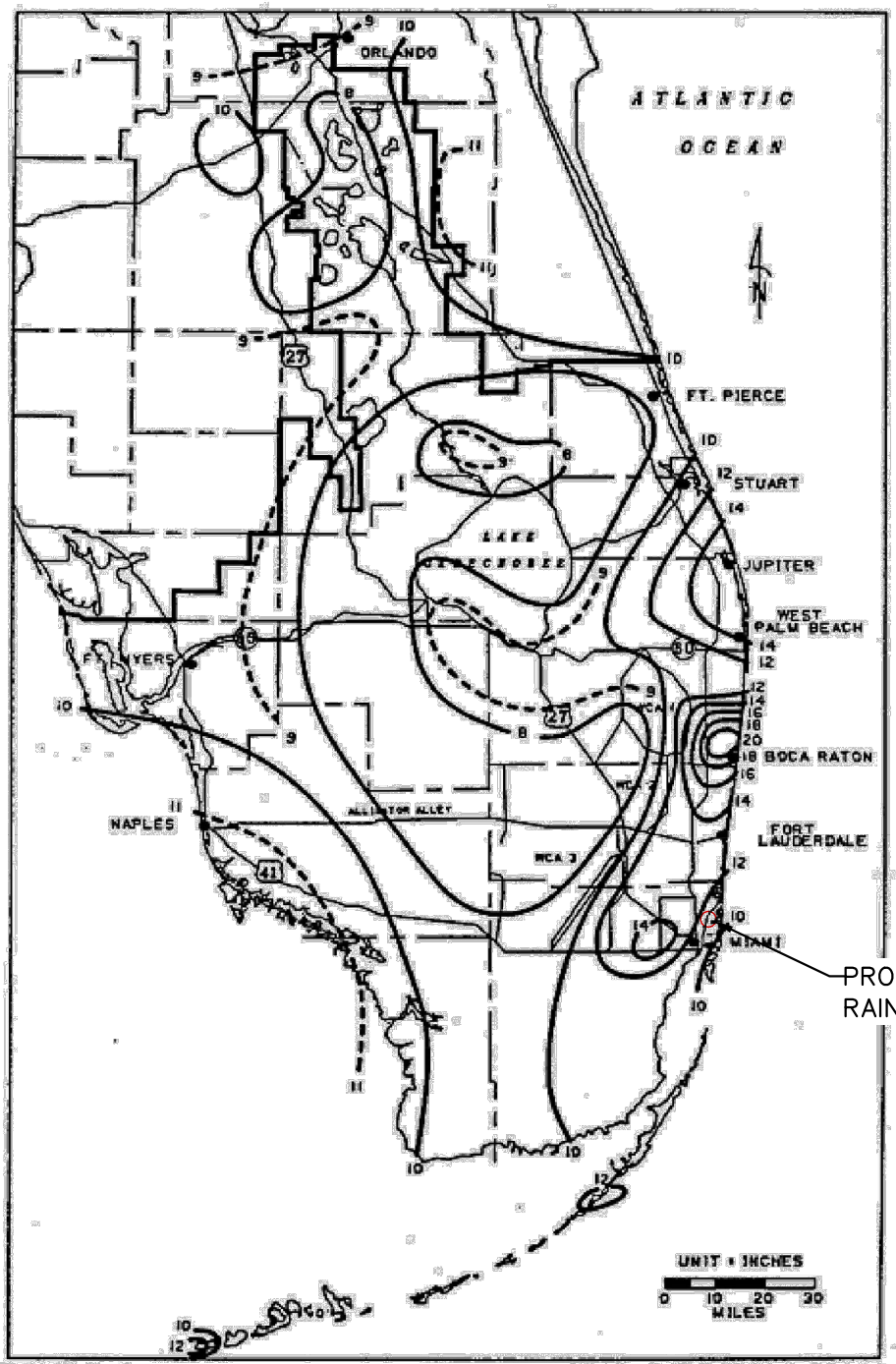

FIGURE C-6. 1-DAY RAINFALL: 100-YEAR RETURN PERIOD

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Plotted By: Aninat, Emilia Sheet Set: Kha Layout: SFWMD FLOOD CRITERIA (1-DAY 100-YEAR MAP) May 13, 2024 08:48:42am
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HARBOR ISLAND

SFWMD RAINFALL MAP
(1 DAY 100 YEAR)

A-9

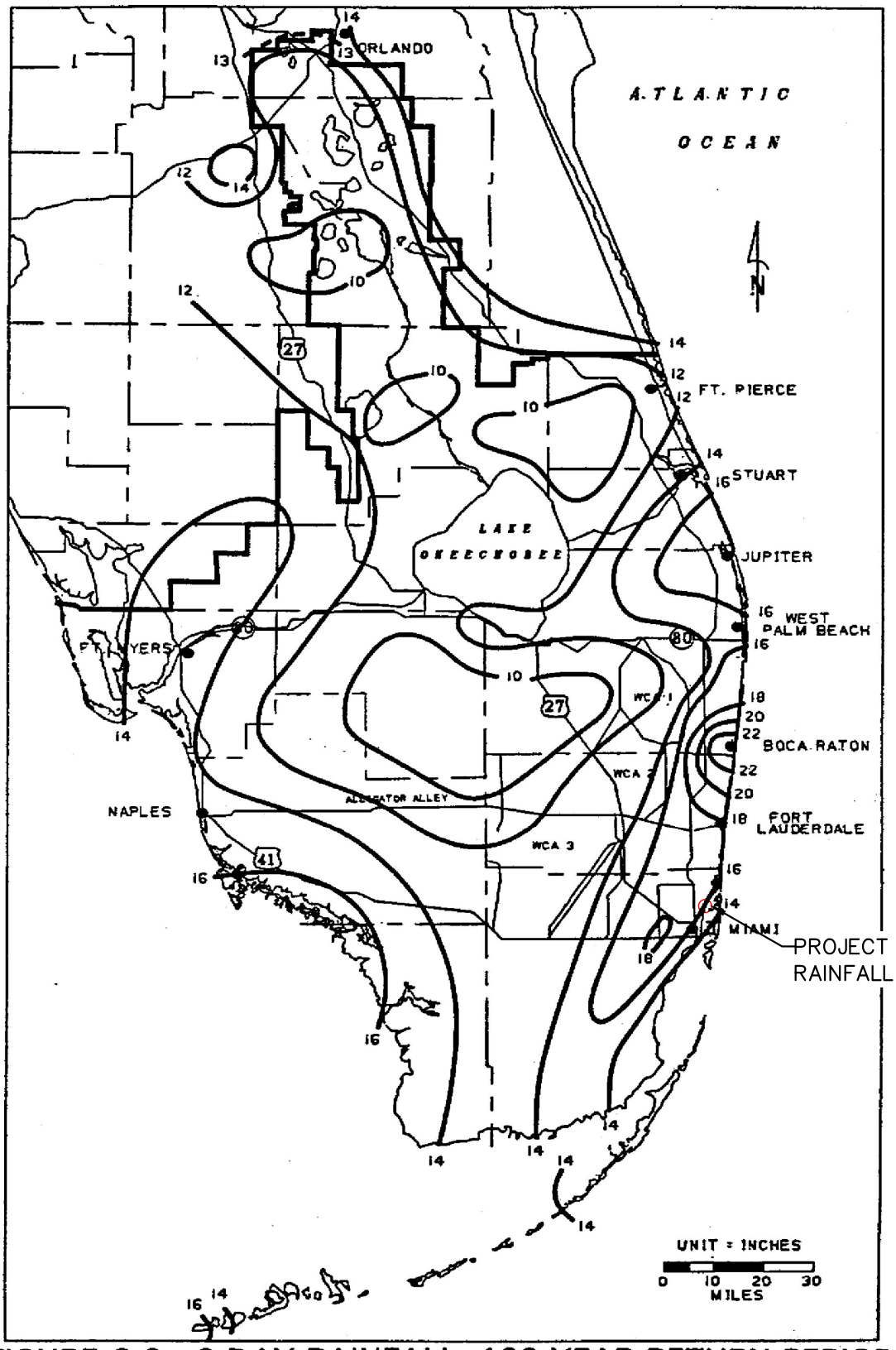

FIGURE C-9. 3-DAY RAINFALL: 100-YEAR RETURN PERIOD

Plotted By: Aninat, Emilia Sheet Set: Kha Layout: SFWMD FLOOD CRITERIA (3-DAY 100-YEAR MAP) May 13, 2024 08:48:42am
K:\MIB_Civil\044800028 - Harbor Island\CIVIL\ENGINEERING\Drainage\Stormwater Management Memo\Appendix A.dwg
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SFWMD RAINFALL MAP
(3 DAY 100 YEAR)

A-10

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APPENDIX B— STORMWATER MANAGEMENT CALCULATIONS

Simple Basin: BASIN 1 - SITE

Scenario:	Scenario1
Node:	NODE 1 - SITE
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	10.0000 min
Max Allowable Q:	0.00 cfs
Time Shift:	0.0000 hr
Unit Hydrograph:	UH256
Peaking Factor:	256.0
Area:	6.2800 ac
Curve Number:	98.0
% Impervious:	0.00
% DCIA:	0.00
% Direct:	0.00
Rainfall Name:	

Comment:

Node: NODE 1 - SITE

Scenario:	Scenario1
Type:	Stage/Area
Base Flow:	0.00 cfs
Initial Stage:	2.00 ft
Warning Stage:	7.55 ft

Stage [ft]	Area [ac]	Area [ft2]
2.00	0.0088	383
6.85	0.0088	383
7.55	4.1200	179467

Comment:

Node: NODE 2 - GW

Scenario:	Scenario1
Type:	Time/Stage
Base Flow:	0.00 cfs
Initial Stage:	2.00 ft
Warning Stage:	0.00 ft
Boundary Stage:	

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	2.00
0	0	0	80.0000	2.00

Comment:

Rating Curve Link: DW

Scenario: Scenario1
From Node: NODE 1 - SITE
To Node: NODE 2 - GW
Link Count: 8
Flow Direction: Both

Table	Elev On [ft]	Elev On Node	Elev Off [ft]	Elev Off Node
DW RC	0.00		0.00	

Comment:

Simulation: 100YR 24HR DERM

Scenario: Scenario1
Run Date/Time: 5/9/2024 7:37:21 PM
Program Version: ICPR4 4.07.04

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	24.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	60.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:
Conductivity Set:
Leakage Set:

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6	ET for Manual Basins:	False
Over-Relax Weight Fact:	0.5 dec		
dZ Tolerance:	0.0010 ft	Smp/Man Basin Rain Opt:	Global
Max dZ:	1.0000 ft	OF Region Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft	Rainfall Name:	~FDOT-24
		Rainfall Amount:	12.00 in
Edge Length Option:	Automatic	Storm Duration:	24.0000 hr
Dflt Damping (2D):	0.0050 ft	Dflt Damping (1D):	0.0050 ft
Min Node Srf Area (2D):	100 ft2	Min Node Srf Area (1D):	100 ft2
Energy Switch (2D):	Energy	Energy Switch (1D):	Energy

Comment:

Simulation: 100YR 72HR DERM

Scenario: Scenario1
Run Date/Time: N/A
Program Version: N/A

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	72.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	60.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:
Conductivity Set:
Leakage Set:

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6	ET for Manual Basins:	False
Over-Relax Weight Fact:	0.5 dec		
dZ Tolerance:	0.0010 ft	Smp/Man Basin Rain Opt:	Global
Max dZ:	1.0000 ft	OF Region Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft	Rainfall Name:	~SFWMD-72
		Rainfall Amount:	16.00 in
Edge Length Option:	Automatic	Storm Duration:	72.0000 hr
Dflt Damping (2D):	0.0050 ft	Dflt Damping (1D):	0.0050 ft
Min Node Srf Area (2D):	100 ft2	Min Node Srf Area (1D):	100 ft2
Energy Switch (2D):	Energy	Energy Switch (1D):	Energy

Comment:

Simulation: 10YR 24HR DERM

Scenario: Scenario1
Run Date/Time: N/A
Program Version: N/A

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	24.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	60.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:
Conductivity Set:
Leakage Set:

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6	ET for Manual Basins:	False
Over-Relax Weight Fact:	0.5 dec		
dZ Tolerance:	0.0010 ft	Smp/Man Basin Rain Opt:	Global
Max dZ:	1.0000 ft	OF Region Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft	Rainfall Name:	~FDOT-24
		Rainfall Amount:	8.00 in
Edge Length Option:	Automatic	Storm Duration:	24.0000 hr
Dflt Damping (2D):	0.0050 ft	Dflt Damping (1D):	0.0050 ft
Min Node Srf Area (2D):	100 ft2	Min Node Srf Area (1D):	100 ft2
Energy Switch (2D):	Energy	Energy Switch (1D):	Energy

Comment:

Simulation: 25YR 72HR DERM

Scenario: Scenario1
Run Date/Time: N/A

Program Version: N/A

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	72.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	60.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:
Conductivity Set:
Leakage Set:

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6	ET for Manual Basins:	False
Over-Relax Weight Fact:	0.5 dec		
dZ Tolerance:	0.0010 ft	Smp/Man Basin Rain Opt:	Global
Max dZ:	1.0000 ft	OF Region Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft	Rainfall Name:	~SFWMD-72
		Rainfall Amount:	13.00 in
Edge Length Option:	Automatic	Storm Duration:	72.0000 hr
Dflt Damping (2D):	0.0050 ft	Dflt Damping (1D):	0.0050 ft
Min Node Srf Area (2D):	100 ft2	Min Node Srf Area (1D):	100 ft2
Energy Switch (2D):	Energy	Energy Switch (1D):	Energy

Comment:

Simulation: 5YR 24HR DERM

Scenario: Scenario1
Run Date/Time: N/A
Program Version: N/A

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	24.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	60.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:
Conductivity Set:
Leakage Set:

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6	ET for Manual Basins:	False
Over-Relax Weight Fact:	0.5 dec		
dZ Tolerance:	0.0010 ft	Smp/Man Basin Rain Opt:	Global
Max dZ:	1.0000 ft	OF Region Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft	Rainfall Name:	~FDOT-24
		Rainfall Amount:	7.00 in
Edge Length Option:	Automatic	Storm Duration:	24.0000 hr
Dflt Damping (2D):	0.0050 ft	Dflt Damping (1D):	0.0050 ft
Min Node Srf Area (2D):	100 ft2	Min Node Srf Area (1D):	100 ft2
Energy Switch (2D):	Energy	Energy Switch (1D):	Energy

Comment:

Rating Curve: DW RC

Scenario: Scenario1
Type: Upstream Stage

Upstream Stage [ft]	Discharge [cfs]
3.75	0.00
6.85	1.72
7.55	1.72

Comment: Rating Curve Calculations for one well:

Rating Curve Upstream Stages:
Ground Water Table (GWT) + total head loss (THL) = 2ft + 1.75ft = 3.75ft
minimum inlet elevation = 6.85ft
seawall elevation = 7.55ft

Friction Losses:
0.001*70ft casing depth = 0.07ft

Salinity losses:
0.024*70ft casing depth = 1.68ft

Total Head Loss:
0.07+1.68=1.75ft

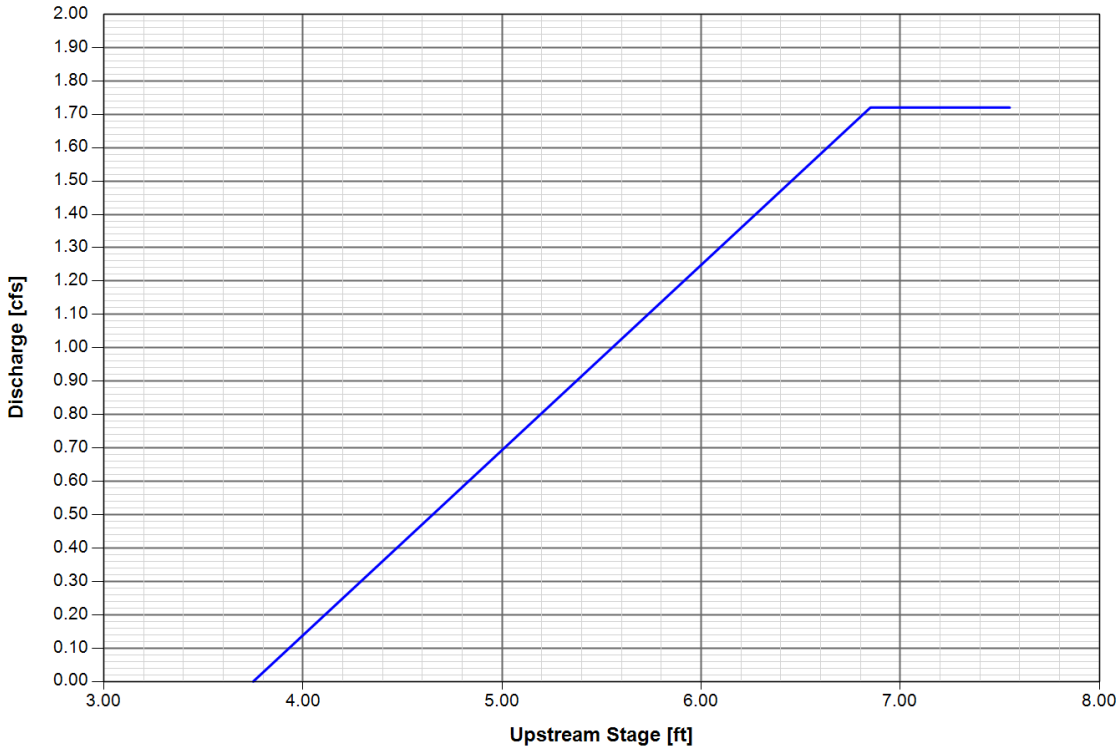
Discharge Rate at GWT+THL (3.75ft):
0 cfs

Discharge Rate at minimum inlet elevation (6.85ft):
500GPM-ft head=1.11cfs-ft head
1.11cfs-ft head * (6.85-3.75)ft = 3.44cfs

Safety Factor = 2.0
3.44 cfs/2.0 = 1.72cfs

Discharge Rate at seawall elevation (7.55ft):
1.72cfs

Rating Curve: DW RC Scenario: Scenario1



Node Max Conditions [Scenario1]

Node Name	Sim Name	Warning Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]
NODE 1 - SITE	100YR 24HR DERM	7.55	5.46	-0.0010	7.58	7.58	383
NODE 1 - SITE	100YR 72HR DERM	7.55	7.51	-0.0029	44.42	13.76	168695
NODE 1 - SITE	10YR 24HR DERM	7.55	4.89	0.0010	5.04	5.04	383
NODE 1 - SITE	25YR 72HR DERM	7.55	7.38	-0.0028	36.09	13.76	136680
NODE 1 - SITE	5YR 24HR DERM	7.55	4.74	0.0010	4.41	4.41	383

HARBOR ISLAND
8000 EAST DRIVE NORTH BAY VILLAGE, 33141

DRAINAGE CALCULATIONS:
(MASS DIAGRAM – M-DC DRER CRITERIA)

1. Site Data:

Control Water Table Elevation =	2.00	NGVD	(Per MDC Avg. 1999 Oct. WT Map)
Miami-Dade Flood Criteria Elevation =	7.52	NGVD	(County Flood Criteria Map, see Appendices)
F.I.R.M. Base Flood Elevation =	9.00	NGVD	(FIRM Panel 12086C0306L, Zone AH)
Lowest Existing Back of Sidewalk Elevation =	N/A	NGVD	
Lowest Finish Floor Elevation =	11.00	NGVD	(Proposed Building)
Lowest drainage inlet elevation =	6.85	NGVD	(Within paved areas)

2. Drainage Areas (see Appendix B):

Basin area in acres = A
Impervious basin area in acres = A_{IMP}
Pervious basin area in acres = A_{PER}
Runoff Coefficient Impervious (C_{IMP}) = 0.90
Runoff Coefficient Pervious (C_{PER}) = 0.30
Weighted coefficient of runoff C = $[(A_{IMP} \times C_{IMP}) + (A_{PER} \times C_{PER})] / A$
Total Contributing Area = C x A

Basin	A_{IMP} (acres)	A_{PER} (acres)	A (acres)	C	CA (acres)	Comments
Site	4.12	0.00	4.12	0.90	3.71	To proposed drainage wells
Totals	4.12	0.00	4.12	0.90	3.71	

Total Property Area = 4.12 Acres
Total Contributing Area = 3.71 Acres

HARBOR ISLAND
8000 EAST DRIVE NORTH BAY VILLAGE, 33141

3. Contributing Areas for Retention:

Basin	A_{imp} (acres)	A_{perv} (acres)	A (acres)	C	CA (acres)	% of Total Runoff Retained Within Basin
Site	4.120	0.000	4.120	0.90	3.71	100.00%
Totals	4.120	0.000	4.120	0.90	3.71	100.00%

Total Basin Areas for Retention = 4.12 Acres
Total Contributing Area for Retention = 3.71 Acres

4. Time required to generate one inch of runoff (per DERM Water Control Section D-4)

Rainfall Intensity (I) = $308.5 / [(48.6 \times F^{-0.11}) + t (0.5895 + F^{-2/3})]$
Frequency (F) = 5 years - Frequency Curve

Q = CIA, V = Qt; $V_{(1\ in.)} = Qt_{(1\ in.)}$, $t_{(1\ in.)}$ = Time to generate 1 inch of runoff
$V_{(1\ in.)} = CIAt_{(1\ in.)}$
$1" \times A = CIAt_{(1\ in.)}$; Solving for $t_{(1\ in.)}$, $t_{(1\ in.)} = 1" / (IC)$

Time to Generate one inch of run-off t(in) = 11.13 Min.
10.00 Min.
Total time required to collect 1 inch of runoff = 21.13 Min.

Inflow at time required to collect 1 inch of runoff = 18.95 CFS (per table below)

HARBOR ISLAND
8000 EAST DRIVE NORTH BAY VILLAGE, 33141

5. Storm Runoff Calculations:

TIME (MIN.)	CA	RAINFALL INTENSITY (IN/HR)	INFLOW RATE (CFS)	INFLOW VOLUME (CF)	
0	3.708	0.00	0.00	0.00	
1	3.708	7.41	27.47	1,648.13	
2	3.708	7.25	26.87	3,224.28	
3	3.708	7.09	26.29	4,733.07	
4	3.708	6.94	25.74	6,178.72	
5	3.708	6.80	25.22	7,565.12	
6	3.708	6.66	24.71	8,895.83	
7	3.708	6.53	24.22	10,174.15	
8	3.708	6.41	23.76	11,403.10	
9	3.708	6.29	23.31	12,585.50	
10	3.708	6.17	22.87	13,723.94	
11	3.708	6.06	22.46	14,820.83	
12	3.708	5.95	22.05	15,878.40	
13	3.708	5.84	21.67	16,898.73	
14	3.708	5.74	21.29	17,883.75	
15	3.708	5.64	20.93	18,835.26	
16	3.708	5.55	20.58	19,754.94	
17	3.708	5.46	20.24	20,644.37	
18	3.708	5.37	19.91	21,505.02	
19	3.708	5.28	19.59	22,338.25	
20	3.708	5.20	19.29	23,145.36	
21	3.708	5.12	18.99	23,927.56	
21.13	3.708	5.11	18.95	24,023.97	Peak Runoff Rate for Design
22	3.708	5.04	18.70	24,685.98	
23	3.708	4.97	18.42	25,421.69	
24	3.708	4.89	18.15	26,135.70	

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Well Detention Calculations

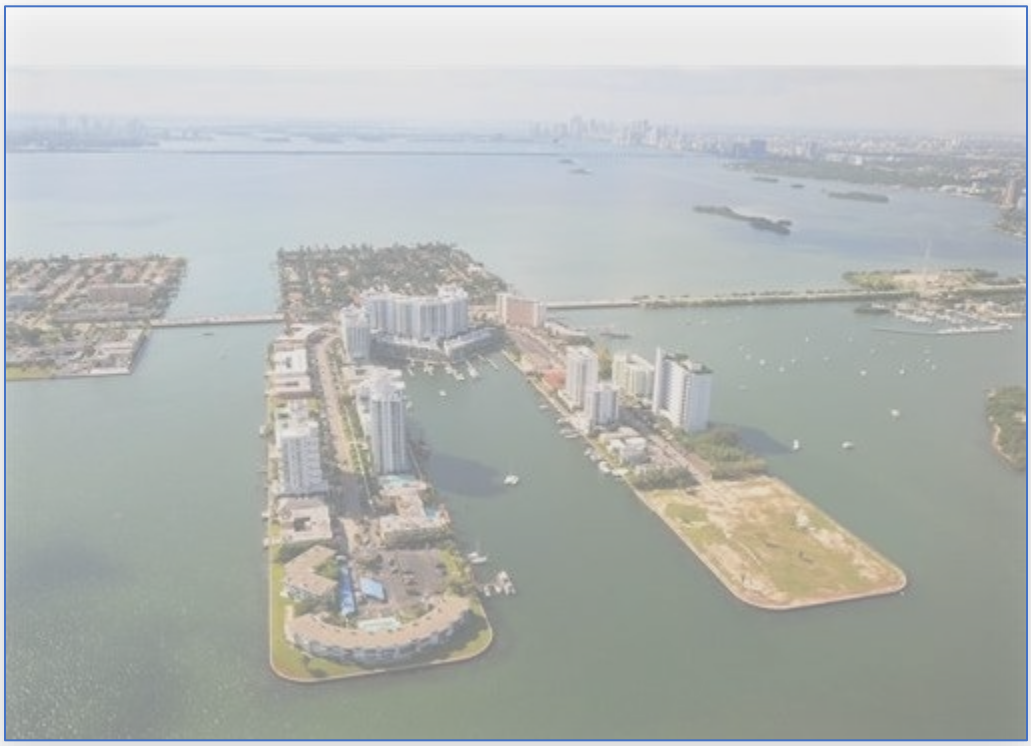
HARBOR ISLAND

DW 1-8

Total Contributing Area	= 4.12 Acres
Peak Run Off	= 18.95 CFS

Well Box Width	Well Box Length	Top of Casing to Bottom of Structure minimum Distance	No. of Wells	Volume Per Well	Cumulative Well Volume
5.0 Ft.	10.0 Ft.	4.50 Ft.	8	225 CF	1800 CF
				Total Well Volume	1800 CF
				Well Detention Time	95 Seconds

Economic and Fiscal Impact Analysis
Harbor Island/8000 East Drive Project
North Bay Village (Miami-Dade County), Florida



Prepared For:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 Tigertail Avenue, Suite 800
Miami, Florida 33133

Prepared by

FLORIDA ECONOMIC ADVISORS
Real Estate & Corporate Economics

March 2025

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Report Disclaimer:

FEA makes no warranty, express or implied, regarding the completeness or accuracy of the base information provided to FEA that was used to generate the forecasts presented in this report. Future economic conditions not theorized in this analysis could substantially impact the rate and nature of forecasted projections within the area of study, thus resulting in outcomes that may substantially deviate from those offered in this document.

Executive Summary

The proposed Harbor Island/8000 East Drive development at 8000 and 7946 East Drive in North Bay Village is envisioned to include 364 luxury multifamily units and 798 parking spaces, comprising 1.6 million square feet of vertical development. The $800 million dollar project is forecast to have substantial economic and fiscal impacts for the City of North Bay Village, Miami-Dade County, and associated regional taxing authorities.

20-Year Ad Valorem Revenues:

- $110.6 million to North Bay Village
- $141.2 million to Miami-Dade County
- $124.1 million to Miami-Dade County Public Schools
- $390.7 million total to local and regional taxing authorities

Fiscal Impacts:

- $105.1 million in 20-year tax increment revenue to North Bay Village
  (*Future ad valorem revenues, over and above current ad valorem revenue*)
- $105.2 million in 20-year positive net fiscal impact to North Bay Village
  (*Future ad valorem and other local revenues, over and above costs of local service provision*)
- $1.54 million in development impact fees to North Bay Village

Economic Impacts to Miami-Dade County:

Construction (one-time) impacts:
- $997.6 million in business output (*sales*)
- $308.7 million in earnings (*employee wages/benefits*)
- 6,127 full-time equivalent jobs created/supported

Annual, recurring impacts:
- $143.5 million in business output (*sales*)
- $23.9 million in earnings (*employee wages/benefits*)
- 613 full-time equivalent jobs created/supported

A: Study Introduction and Summary of Impacts

Florida Economic Advisors was retained by Harbor Island Development Company (Client) to prepare an analysis which reviews the economic and fiscal impacts of the Client's redevelopment proposal in the City of North Bay Village. The 1.6 million square foot redevelopment proposal includes residential uses, along with support infrastructure.

Project Redevelopment Area



As part of this economic and fiscal impact analysis, FEA was asked to address the following:

1. Estimated annual ad valorem and incremental ad valorem taxes directly generated by the proposed project for Miami-Dade County, the City of North Bay Village, Miami-Dade Public Schools, and other taxing districts;
2. The project's estimated impact fees;
3. Non- ad valorem revenues to the City of North Bay Village;
4. Net operating fiscal impacts to the City of North Bay Village from project occupancy and operation;
5. One-time construction economic impacts, and:
6. Annual ongoing economic impacts from occupancy and operation

The proposed redevelopment is anchored by the following residential and non-residential uses denoted in Table A.1, along with unit value estimates for developed properties[1].

Table A.1
Treasure Island/North Bay Village Development Program

Phase	Civic (SF)	Retail (SF)	Office	Hotel Rooms	Res. (MKT) - DUS	Res. (Sale) - DUS	Res. (MXD) - DUS	Private Parking
1	0	0	0	0	0	0	364	798
Totals	0	0	0	0	0	0	364	798
VPU	**n/a**	**$498**	**$0**	**$0**	**$0**	**$0**	**$2,135,556**	**$28,545**

Annual development estimates for the proposal were prepared by FEA and considered future local and macroeconomic conditions supporting a program of this size and scope. Table A.2 estimates 20-year taxable values.

Table A.2
Treasure Island/North Bay Village
Taxable Property Valuations (3% Annual Inflation and 90% of Market Value)

Year	Civic (SF)	Retail (SF)	Office	Hotel Rooms	Res. (MKT) - DUS	Res. (Sale) - DUS	Res. (MXD) - DUS	Parking Spaces	Total
1	$0	$0	$0	$0	$0	$0	$699,608,146	$20,501,325	$720,109,471
2	$0	$0	$0	$0	$0	$0	$720,596,390	$21,116,365	$741,712,755
3	$0	$0	$0	$0	$0	$0	$742,214,282	$21,749,856	$763,964,137
4	$0	$0	$0	$0	$0	$0	$764,480,710	$22,402,351	$786,883,061
5	$0	$0	$0	$0	$0	$0	$787,415,131	$23,074,422	$810,489,553
6	$0	$0	$0	$0	$0	$0	$811,037,585	$23,766,655	$834,804,240
7	$0	$0	$0	$0	$0	$0	$835,368,713	$24,479,654	$859,848,367
8	$0	$0	$0	$0	$0	$0	$860,429,774	$25,214,044	$885,643,818
9	$0	$0	$0	$0	$0	$0	$886,242,668	$25,970,465	$912,213,133
10	$0	$0	$0	$0	$0	$0	$912,829,948	$26,749,579	$939,579,527
11	$0	$0	$0	$0	$0	$0	$940,214,846	$27,552,066	$967,766,912
12	$0	$0	$0	$0	$0	$0	$968,421,291	$28,378,628	$996,799,920
13	$0	$0	$0	$0	$0	$0	$997,473,930	$29,229,987	$1,026,703,917
14	$0	$0	$0	$0	$0	$0	$1,027,398,148	$30,106,887	$1,057,505,035
15	$0	$0	$0	$0	$0	$0	$1,058,220,092	$31,010,094	$1,089,230,186
16	$0	$0	$0	$0	$0	$0	$1,089,966,695	$31,940,396	$1,121,907,092
17	$0	$0	$0	$0	$0	$0	$1,122,665,696	$32,898,608	$1,155,564,304
18	$0	$0	$0	$0	$0	$0	$1,156,345,667	$33,885,566	$1,190,231,233
19	$0	$0	$0	$0	$0	$0	$1,191,036,037	$34,902,133	$1,225,938,170
20	$0	$0	$0	$0	$0	$0	$1,226,767,118	$35,949,197	$1,262,716,316

[1] Provided by developer and FEA research.

Tables A.3 and A.4 illustrate population and employment generation for the Treasure Island proposal.

Table A.3
Treasure Island/North Bay Village
Employment (CUMULATIVE)

Phase	Civic (SF)	Retail (SF)	Office	Hotel Rooms	Res. (MKT) - DUS	Res. (Sale) - DUS	Res. (MXD) - DUS	Parking Spaces	Total Emp.
1	0	0	0	0	0	0	33	4	37
2	0	0	0	0	0	0	33	4	37
3	0	0	0	0	0	0	33	4	37
4	0	0	0	0	0	0	33	4	37
5	0	0	0	0	0	0	33	4	37
6	0	0	0	0	0	0	33	4	37
7	0	0	0	0	0	0	33	4	37
8	0	0	0	0	0	0	33	4	37
9	0	0	0	0	0	0	33	4	37
Ratios	**750 sf/emp.**	**400 sf/emp.**	**325 sf/emp.**	**0.6 rms./emp.**	**11 du/emp.**	**11 du/emp.**	**11 du/emp.**	**200 pcs./emp.**	

Table A.4
Treasure Island/North Bay Village
Population (CUMULATIVE), @ 2.0 PPH

Phase	Civic (SF)	Retail (SF)	Office	Hotel Rooms	Res. (MKT) - DUS	Res. (Sale) - DUS	Res. (MXD) - DUS	Parking Spaces	Total Pop.
1	0	0	0	0	0	0	728	0	728
2	0	0	0	0	0	0	728	0	728
3	0	0	0	0	0	0	728	0	728
4	0	0	0	0	0	0	728	0	728
5	0	0	0	0	0	0	728	0	728
6	0	0	0	0	0	0	728	0	728
7	0	0	0	0	0	0	728	0	728
8	0	0	0	0	0	0	728	0	728
9	0	0	0	0	0	0	728	0	728

Table A.5 presents the summary impacts to North Bay Village and Miami-Dade County (in addition to other taxing authorities) from successful construction and operation of the above-referenced program.

For this summary table, the following information is presented:

- Ad valorem revenue generation and non-ad valorem revenues to local and regional taxing authorities, over 5, 10, and 20-year horizons from successful project development and operation.
- Net operating fiscal impacts (general fund revenues less costs of local service provision) to the City of North Bay Village over 5, 10, and 20-year horizons.
- One-time economic impacts from project construction. These impacts include output (sales), earnings (wages), and employment in Miami-Dade County that is created and/or

supported during the project's construction life.

- Annual recurring economic impacts from successful completion and operation of the project. Again, these impacts are focused on the Miami-Dade County area, and include output (sales), earnings (wages), and employment.
- Estimated impact fees to the City of North Bay Village.

Summary Table A.5
Treasure Island/North Bay Village
North Bay Village/Miami-Dade County, Florida
Presentation of Economic and Fiscal Impacts

FISCAL IMPACTS (5, 10, AND 20 YEAR HORIZONS)	5-Year Period	10-Year Period	20-Year Period
I. Ad Valorem Revenue (Aggregate Millage)			
City of North Bay Village	$21,852,794	$47,186,172	$110,600,442
Miami-Dade Co. Public Schools	$24,529,388	$52,965,672	$124,147,105
South Florida WMD	$362,435	$782,598	$1,834,343
Okeechobee Basin	$392,256	$846,988	$1,985,270
Everglades District	$125,017	$269,947	$632,732
FIND	$122,341	$264,168	$619,188
Miami-Dade County	$27,901,032	$60,245,975	$141,211,527
Childrens' Trust	$1,911,579	$4,127,624	$9,674,806
Total Ad Valorem Revenue	$77,196,844	$166,689,143	$390,705,413
Incremental Ad Val. Revenue			
City of North Bay Village	$20,760,128	$44,826,809	$105,070,312
II. Net Operating Fiscal Surplus to the City of North Bay Village	$20,797,226	$44,906,912	$105,258,047
ECONOMIC IMPACTS (BUILDOUT)	OUTPUT	EARNINGS	EMPLOYMENT
III. Construction Economic Impacts			
Direct	$543,494,207	$135,002,574	2,104
Indirect & Induced	$454,035,061	$173,702,135	4,023
Total	$997,529,268	$308,704,710	6,127
IV Recurring Annual Economic Impacts			
Direct	$82,892,675	$1,530,521	33
Indirect & Induced	$60,644,281	$22,408,884	580
Total	$143,536,957	$23,939,405	613
IMPACT FEE GENERATION			
Police		$156,156	
Parks & Recreation		$688,688	
Water		$147,420	
Wastewater		$552,199	
Total Impact Fees		$1,544,463	

B: Economic/Fiscal Impacts, and Explanation of Analysis and Methodologies for the Study

The vertical development program for income-generating uses, presented in Table A.1, includes the following:

- Residential: 364 units
- Private Parking: 798 spaces

Table B.1, presented below, estimates the market value of this development at $800.1 million. Assuming the market value of this phase would be reflective of an assessed value, taxable values are calculated at 90% of assessed value. This would reflect a taxable value for development of $720 million. This valuation drives the ad valorem revenue estimates presented in later report tables.

Table B.1:
Treasure Island/North Bay Village
Project Valuation Assumptions
(Buildout, 2024 Dollars)

	Phase 1
MARKET/JUST VALUATION	$800,121,634
TAXABLE VALUATION @ 90%	$720,109,471

The subject property is located in Millage District 2300 (City of North Bay Village), with a total ad valorem assessment of 20.1919 mills (net of voter approved debt levies). The various taxing authorities and their corresponding millages are listed below in Table B.2. Project taxable value is multiplied by the millage rates ($1 per $1,000 of value) for each of the corresponding local and regional taxing authorities to arrive at estimates of ad valorem revenue generation for each of the local and regional authorities. These authorities include:

- The City of North Bay Village
- Miami-Dade County
- Miami-Dade School Board
- Children's Services Council
- South Florida Water Management District
- Florida Inland Navigation District (FIND)
- Everglades Construction Project
- Okeechobee Basin

Table B.2:
Treasure Island/North Bay Village
FY 2024 Applicable Ad Valorem Millages

Millage Code - 2300

City of North Bay Village	
North Bay Village Operating	5.7159
TOTAL CITY OF N. BAY VILLAGE	5.7159
Miami-Dade County Schools	
State Law & Local Board	5.6660
Voted School Operating	0.7500
TOTAL MIAMI-DADE CO. SCHOOLS	6.4160
Regional Millages	
South Florida WMD	0.0948
SFWMD-Okeechobee Basin	0.1026
SFWMD-Everglades District CP	0.0327
FIND*	0.0320
County Millages	
County Operating	4.6202
Fire Rescue	2.3965
Library	0.2812
TOTAL MIAMI-DADE COUNTY	7.2979
Chidren's Trust	0.5000

**FIND = Florida Inland Navigation District*

Table B.3 presents annual estimates of ad valorem revenue generation for each of the taxing authorities previously noted from development. These estimates are calculated over a 20-year time period, as well as 3 percent annual escalation in property values.

Table B.3:
Treasure Island/North Bay Village
Ad Valorem Revenue Estimates from Project - FY 2024 Aggregate Millage Rates

		AD VALOREM REVENUE ESTIMATES								
Year	Assessed/Txbl. Valuation	City of N. Bay Village	Miami-Dade Pub. Schools	S. Florida WMD	Okeechobee Basin	Everglades Dist. CP	FIND	Miami-Dade County	Childrens' Services	TOTAL
1	$720,109,471	$4,116,074	$4,620,222	$68,266	$73,883	$23,548	$23,044	$5,255,287	$360,055	$14,540,378
2	$741,712,755	$4,239,556	$4,758,829	$70,314	$76,100	$24,254	$23,735	$5,412,946	$370,856	$14,976,590
3	$763,964,137	$4,366,743	$4,901,594	$72,424	$78,383	$24,982	$24,447	$5,575,334	$381,982	$15,425,887
4	$786,883,061	$4,497,745	$5,048,642	$74,597	$80,734	$25,731	$25,180	$5,742,594	$393,442	$15,888,664
5	$810,489,553	$4,632,677	$5,200,101	$76,834	$83,156	$26,503	$25,936	$5,914,872	$405,245	$16,365,324
6	$834,804,240	$4,771,658	$5,356,104	$79,139	$85,651	$27,298	$26,714	$6,092,318	$417,402	$16,856,284
7	$859,848,367	$4,914,807	$5,516,787	$81,514	$88,220	$28,117	$27,515	$6,275,087	$429,924	$17,361,972
8	$885,643,818	$5,062,252	$5,682,291	$83,959	$90,867	$28,961	$28,341	$6,463,340	$442,822	$17,882,831
9	$912,213,133	$5,214,119	$5,852,759	$86,478	$93,593	$29,829	$29,191	$6,657,240	$456,107	$18,419,316
10	$939,579,527	$5,370,543	$6,028,342	$89,072	$96,401	$30,724	$30,067	$6,856,957	$469,790	$18,971,896
11	$967,766,912	$5,531,659	$6,209,193	$91,744	$99,293	$31,646	$30,969	$7,062,666	$483,883	$19,541,053
12	$996,799,920	$5,697,609	$6,395,468	$94,497	$102,272	$32,595	$31,898	$7,274,546	$498,400	$20,127,284
13	$1,026,703,917	$5,868,537	$6,587,332	$97,332	$105,340	$33,573	$32,855	$7,492,783	$513,352	$20,731,103
14	$1,057,505,035	$6,044,593	$6,784,952	$100,251	$108,500	$34,580	$33,840	$7,717,566	$528,753	$21,353,036
15	$1,089,230,186	$6,225,931	$6,988,501	$103,259	$111,755	$35,618	$34,855	$7,949,093	$544,615	$21,993,627
16	$1,121,907,092	$6,412,709	$7,198,156	$106,357	$115,108	$36,686	$35,901	$8,187,566	$560,954	$22,653,436
17	$1,155,564,304	$6,605,090	$7,414,101	$109,547	$118,561	$37,787	$36,978	$8,433,193	$577,782	$23,333,039
18	$1,190,231,233	$6,803,243	$7,636,524	$112,834	$122,118	$38,921	$38,087	$8,686,189	$595,116	$24,033,030
19	$1,225,938,170	$7,007,340	$7,865,619	$116,219	$125,781	$40,088	$39,230	$8,946,774	$612,969	$24,754,021
20	$1,262,716,316	$7,217,560	$8,101,588	$119,706	$129,555	$41,291	$40,407	$9,215,177	$631,358	$25,496,642
20-Year Totals		**$110,600,442**	**$124,147,105**	**$1,834,343**	**$1,985,270**	**$632,732**	**$619,188**	**$141,211,527**	**$9,674,806**	**$390,705,413**

Table B.4 estimates 20-year tax increment revenues to the City.

Table B.4
Treasure Island/North Bay Village
Tax Increment Revenue Streams

Year	Redevelopment Taxable Valuation	Base Taxable Valuation	Incremental Valuation	Incremental Valuation @ 95%	N. Bay Village Operating
1	$720,109,471	$1,000	$720,108,471	$684,103,047	$3,910,265
2	$741,712,755	$1,000	$741,711,755	$704,626,167	$4,027,573
3	$763,964,137	$1,000	$763,963,137	$725,764,980	$4,148,400
4	$786,883,061	$1,000	$786,882,061	$747,537,958	$4,272,852
5	$810,489,553	$1,000	$810,488,553	$769,964,126	$4,401,038
6	$834,804,240	$1,000	$834,803,240	$793,063,078	$4,533,069
7	$859,848,367	$1,000	$859,847,367	$816,854,999	$4,669,061
8	$885,643,818	$1,000	$885,642,818	$841,360,677	$4,809,133
9	$912,213,133	$1,000	$912,212,133	$866,601,526	$4,953,408
10	$939,579,527	$1,000	$939,578,527	$892,599,600	$5,102,010
11	$967,766,912	$1,000	$967,765,912	$919,377,617	$5,255,071
12	$996,799,920	$1,000	$996,798,920	$946,958,974	$5,412,723
13	$1,026,703,917	$1,000	$1,026,702,917	$975,367,772	$5,575,105
14	$1,057,505,035	$1,000	$1,057,504,035	$1,004,628,833	$5,742,358
15	$1,089,230,186	$1,000	$1,089,229,186	$1,034,767,727	$5,914,629
16	$1,121,907,092	$1,000	$1,121,906,092	$1,065,810,787	$6,092,068
17	$1,155,564,304	$1,000	$1,155,563,304	$1,097,785,139	$6,274,830
18	$1,190,231,233	$1,000	$1,190,230,233	$1,130,718,722	$6,463,075
19	$1,225,938,170	$1,000	$1,225,937,170	$1,164,640,312	$6,656,968
20	$1,262,716,316	$1,000	$1,262,715,316	$1,199,579,550	$6,856,677
		Total Tax Increment Years 1 -20:			**$105,070,312**

Table B.5 illustrates the City of North Bay Village impact fee schedule, which is applicable to the project proposal:

Table B.5:
Treasure Island/North Bay Village
Impact Fee Schedule - City of North Bay Village

	MF Resid. (Per DU)	Retail (Per 1,000 SF)
Police	$429.00	$696.00
Parks & Rec (Open Space + Improv.)	$1,892.00	n/a
Water (assumes 1" meter per du-1000 sf)	$405.00	$405.00
Wastewater (assumes per DU/1,000 SF)	$1,517.03	$1,517.03
Total	*$4,243.03*	*$2,618.03*

Source: City of North Bay Village, elaws.us

Based on the rates denoted in Table B.5, development of the Treasure Island program is estimated to generate $1.54 million in impact fees (2024 dollars) for the city.

Table B.6:
Treasure Island/North Bay Village
Estimated Impact Fee Generation - City of North Bay Village

Based on:
MF Inventory of: *364 DUs*
Retail Inventory of: *0 SF*

	MF (Per DU)	Retail (per 1,000 SF)	Total
Police	$156,156	$0	$156,156
Parks & Rec	$688,688	$0	$688,688
Water	$147,420	$0	$147,420
Wastewater	552,199	0	$552,199
TOTAL IMPACT FEES	**$1,544,463**	**$0**	**$1,544,463**

Fiscal impact analysis, as defined by Burchell, et. al. in *The New Practitioner's Guide to Fiscal Impact Analysis*, is "*a projection of the direct, current, public costs and revenues associated with residential or nonresidential growth to the local jurisdiction in which this growth takes place*." The fiscal analysis is the product of a customized input-output model based on the proposed (FY 2024) general fund/EMS fund budget structure of the City of North Bay Village. The model uses a modified-per capita, average cost approach to determining net fiscal impacts. The "modified" per capita reference to the fiscal methodology indicates that operating revenue and cost projections are not *solely* based on new population growth.

Table B.7:
Treasure Island/North Bay Village
Fiscal Impact Analysis - City of North Bay Village FY 2024

Revenue Sources	General Fund
Ad Valorem Taxes	7,964,867
Franchise Fees	509,575
Utility Tax Revenue	851,811
Licenses & Permits	481,808
Intergovernmental Revenues	1,115,445
Charges for Services	130,680
Fines & Forfeitures	171,500
Miscellaneous Revenues	84,318
Transfers In	0
Fund Balance	7,377,290
TOTALS	18,687,294
Less Ad Val, Transfers, Fund Balance	3,345,137
Expenditures	
Village Commission Department	200,308
Village Manager Department	491,018
Village Clerk Department	226,325
Finance Separtment	455,733
Legal Srvices Department	455,899
Information Technology Svcs. Dept.	417,641
General Government	1,114,351
Police	7,238,955
Recreation/Human Services	437,483
Transfers Out	3,151,041
Fund Balances	4,498,540
TOTALS	18,687,294
Less Transfers Out & Fund Balances	11,037,713
Totals (net)	11,037,713

In order to enhance the forecast accuracy of the fiscal model, several adjustments have been made:

- Ad valorem revenue projections are based on estimates of the future value of new residential and nonresidential development, applying local millages to the projected annual values.
- Major revenue and expense items were allocated across the local population and employment base, as opposed to just the population. This helps to account for the fact that the city budget serves residents *and* employees, as well as residential *and* nonresidential development. To illustrate, we look at the modified per capita allocation

for General Government in the City of North Bay Village. Budget estimates indicate a FY 2024 general fund expenditure of $1.14 million. This cost allocation is divided by a city population of 8,177[2] and employment base of 21,428[3]:

$$\frac{\$1,114,351}{8,177 + 21,428} = \$37.64 \text{ per capita/employee}$$

The "employee" factor in the formula denominator is used as a proxy for local businesses served by City government functions, and should not be mis-interpreted as an FTE employment estimate. The per capita/employee estimates are applied to the forecasts of population and employment growth, in order to generate projections of annual non-ad valorem operating revenue and costs attributable to the City of North Bay Village from new population and employment within the development. The non-ad valorem aggregate revenue and cost metrics used for this project are as follows:

- Total non-ad valorem operating revenue: $112.99 per capita/employee
  (this estimate also nets out transfers and fund balances as revenue sources)
- Total operating expenditures: $372.83 per capita/employee

The "netting out" of the aforementioned budget items is necessary to isolate revenue and expenditure categories that are only attributable to new growth and development, as is the case with this project.

The buildout resident population is estimated at 728 persons (@ 2.0 persons per household), and the attendant employment base is projected to be 37 FTE workers, considering the support uses.

Given the aforementioned methodology and assumptions, Table B.8 illustrates the annual net fiscal impacts to the City of North Bay Village from the proposal over a 20-year horizon. In total, the project is projected to generate a $104.9 million operating fiscal surplus to the City of North Bay Village for the 20-year period.

[2] Source: University of Florida Bureau of Economic & Business Research, *Florida Estimates of Population*
[3] Source: U.S. Bureau of the Census American Community Survey, Zip Code 33141

Table B.8:
Treasure Island/North Bay Village
Annual Operating Fiscal Impacts to
the City of North Bay Village - 20 Year Horizon (General Fund)

Year	Ad Valorem Revenues(1)	Non Ad-Valorem Revenues	Operating Expenditures	Net Fiscal Impact
1	$4,116,074	$86,458	$285,279	$3,917,253
2	$4,239,556	$89,052	$293,837	$4,034,770
3	$4,366,743	$91,723	$302,652	$4,155,813
4	$4,497,745	$94,475	$311,732	$4,280,488
5	$4,632,677	$97,309	$321,084	$4,408,902
6	$4,771,658	$100,228	$330,716	$4,541,169
7	$4,914,807	$103,235	$340,638	$4,677,405
8	$5,062,252	$106,332	$350,857	$4,817,727
9	$5,214,119	$109,522	$361,383	$4,962,258
10	$5,370,543	$112,808	$372,224	$5,111,126
11	$5,531,659	$116,192	$383,391	$5,264,460
12	$5,697,609	$119,678	$394,893	$5,422,394
13	$5,868,537	$123,268	$406,739	$5,585,066
14	$6,044,593	$126,966	$418,942	$5,752,618
15	$6,225,931	$130,775	$431,510	$5,925,196
16	$6,412,709	$134,699	$444,455	$6,102,952
17	$6,605,090	$138,739	$457,789	$6,286,041
18	$6,803,243	$142,902	$471,523	$6,474,622
19	$7,007,340	$147,189	$485,668	$6,668,860
20	$7,217,560	$151,604	$500,238	$6,868,926
TOTALS:	**$110,600,442**	**$2,323,155**	**$7,665,551**	**$105,258,047**

(1) Operating millage only, City

We now turn to the discussion of estimated economic impacts to the Miami-Dade County economy from the construction and occupancy of the development. While fiscal impact analysis focuses on revenues and costs attributable to local government from the development and operation of a project, economic impact analysis addresses matters related to the creation and sustainability of business activities. These activities are

frequently measured in terms of business output (sales), job creation, and employee earnings. Another distinguishing feature of economic impact analysis is its ability to measure the dynamic nature of economic relationships, where the operation of a single enterprise spins off additional business activity in other supporting industry sectors. Economists use a technique called *multiplier analysis* to estimate what the overall impacts to an area may be, from a single economic activity or event. For purposes of this work program, FEA employed the RIMS-II Regional Input-Output Modeling System to estimate the expected economic impacts to Miami-Dade County from the proposal. Further technical descriptions of the RIMS-II system are provided at the end of this report section.

In order to have a basic understanding of the direct economic activity that will be created by the construction of this development, we first need to determine the number of construction personnel that will be working onsite, and what level of output and earnings they will generate. This methodology is summarized in Table B.10.

Table B.9:
Treasure Island/North Bay Village
North Bay Village (Miami-Dade County), Florida
Estimates of Total Economic Activity from Construction

1	Total Value of Construction, United States	$2,102,400,000,000
2	Total Construction Employment, United States	8,139,000
3	Constuction Value Output Per Employee (1 / 2)	$258,312
4	Construction Value of Project	$543,494,207
5	Estimated # of Construction Employees, Project (4 / 3)	2,104
6	Avg. Construction Wage, Miami-Dade County	$64,164
7	Aggregate Construction Employee Earnings, Project (5 x 6)	$135,002,574

Footnotes:
(1) Source: U.S. Bureau of the Census
(2) Source: U.S. Department of Labor
(4) Source: Developer
(6) Source: Florida Commerce

Aggregate labor estimates indicate that the 8.14 million construction employees in the United States were responsible for creating $2.1 trillion worth of annual construction value, for a value per employee of $258,312. Applying that value per employee to the $543.5 billion development program would suggest the project will directly 2,104 full-time equivalent (FTE) construction workers. At an average annual wage of $64,164, these workers would realize $135.0 million in aggregate annual earnings for the project's construction life. This means that direct construction economic impacts for the development are as follows:

- Output: $543,494,207

- Earnings: $135,002,574
- Employment: 2,104 FTE Jobs

Now with an understanding of the direct economic impacts, we transition to the RIMS-II multiplier model to see how much additional economic activity would be generated or supported in Miami-Dade County as a result of project construction.

Two additional waves of economic activity will be generated from the onsite construction activity. These are called *indirect* and *induced* impacts. Indirect impacts result from the activity of area businesses who would be direct suppliers to the construction companies building the project. Examples could include building materials suppliers, accountants, or other businesses supporting the construction firms building the project. Induced impacts are those impacts created from the spending of the construction employees at local area businesses for personal goods and services. In this case, think grocers, dry cleaners, restaurants, etc.

Table B.10:
Treasure Island/North Bay Village
North Bay Village (Miami-Dade County), Florida
Estimates of Total Economic Activity from Construction

Economic Variable	RIMS-II Multipliers	Direct Impacts	Indirect/Induced Impacts	Total Impacts
Output	1.8354	$543,494,207	$454,035,061	$997,529,268
Earnings	0.5680	$135,002,574	$173,702,135	$308,704,710
Employment	11.2735	2,104	4,023	6,127

The RIMS-II final demand multipliers, developed by the U.S. Department of Commerce, are a result of systematic analysis conducted by regional economists that evaluate changes in the economic output of all area industries resulting from changes in a single industry. All multipliers are driven from direct output, and result in total impact projections for output, employment, and earnings. From these direct and total impact estimates, analysts can "back into" calculations for indirect and induced output, earnings, and employment for the market.

Thus, while onsite construction will generate $543.5 million in direct business output, $135.0 million in direct employee earnings, and 2,104 FTE jobs, economic spinoff effects will create or support an additional $454.0 million in output, $173.7 million in earnings, and 4,023 jobs. This creates total economic activity in Miami-Dade County of $1 billion in business output, $308.7 million in earnings, and 6,127 FTE jobs.

An important note: These impacts are evaluated as "one-time" impacts for the construction life of the project and should not be interpreted as recurring impacts once the project is completed. All values are shown in current year dollars.

Permanent (recurring) economic impacts for the proposed development will come from the direct spending of households living in the project, as well as the office, retail, and hotel operations. This project is positioned to capture households with average household incomes of $227,727, which translates into $82.9 million in annual spending potential for retail items and non-retail services, solely from these residences.

In order to account for support and maintenance staff in the residential components of the development, FEA uses a midpoint ratio of 1 FTE onsite employee per 11 dwelling units.

Once the project is fully built-out and sold-out/leased, the project will annually generate 82.9 million in direct business output, $1.5 million in direct employee earnings, and 33 FTE jobs. The economic spinoff effects will create or support an additional $60.6 million in output, $22.4 million in earnings, and 580 jobs. This creates total economic activity in Miami-Dade County of $143.5 million in direct business output, $23.9 million in direct employee earnings, and 613 FTE jobs.

An important note: Operating economic impacts are evaluated as recurring, annual impacts for the duration of the project's life, once it is completed. All values are shown in current year dollars.

Table B.11:
Treasure Island/North Bay Village
North Bay Village (Miami-Dade County), Florida
Estimates of Total Economic Activity from Project Operation

Residential (MXD)

Economic Variable	RIMS-II Multipliers	Direct Impacts	Indirect/Induced Impacts	Total Impacts
Output**	1.7316	$82,892,666	$60,644,275	$143,536,941
Earnings	0.2888	$1,530,521	$22,408,881	$23,939,402
Employment	7.3972	33	580	613

***Note: Value Added multiplier of 0.654 was added to the output multiplier of 1.0776 in order to account for output driven by household spending*

The economic impacts to Miami-Dade County from the proposed development program was estimated using the RIMS-II economic impact model methodology. RIMS II multipliers can be estimated for any region composed of one or more counties and for any industry, or group of industries, in the national I-O table. These multipliers are best suited for estimating the impacts of small changes on a regional economy. To effectively use the multipliers for impact analysis, users must provide geographically and industrially detailed information on the initial changes in output, earnings, or employment that are associated with the project or program under study. The multipliers can then be used to estimate the total impact of the project or program on regional output, earnings, and employment.

Systematic analysis of economic impacts must account for the inter-industry relationships within regions because these relationships largely determine how regional economies are likely to respond to project and program changes. Thus, regional input-output (I-O) multipliers, which account for inter-industry relationships within regions, are useful tools for conducting economic impact analysis.

RIMS II is based on an accounting framework called an I-O table. For each industry, an I-O table shows the industrial distribution of inputs purchased and outputs sold. A typical I-O table in RIMS II is derived mainly from two data sources: The U.S. Bureau of Economic Analysis (BEA) national I-O table, which shows the input and output structure of nearly 500 U.S. industries, and BEA's regional economic accounts, which are used to adjust the national I-O table to show a region's industrial structure and trading patterns.

The national I-O table, which shows the input and output structure for approximately 500 industries. Since a particular region may not contain all the industries found at the national level, some direct input requirements cannot be supplied by that region's industries. Input requirements that are not produced in a study region are identified using BEA's regional economic accounts.

The RIMS II method for estimating regional I-O multipliers can be viewed as a three-step process. In the first step, the producer portion of the national I-O table is made region-specific by using four-digit SIC location quotients. In the second step, the household column from the national I-O table is made region-specific. In the last step, the Leontief inversion approach is used to estimate multipliers. This inversion approach produces output, earnings, and employment multipliers, which can be used to trace the impacts of changes in final demand on the directly and indirectly affected industries.

Empirical tests indicate that RIMS II yields multipliers that are not substantially different in magnitude from those generated by regional I-O models based on highly specified and expensive surveys. For example, a comparison of 224 industry-specific multipliers from survey-based tables for Texas, Washington, and West Virginia indicates that RIMS II average multipliers overstate the average multipliers from the survey-based tables by approximately 5 percent. For the majority of individual industry-specific multipliers, the

difference between RIMS II and survey-based multipliers is less than 10 percent. In addition, RIMS II and survey multipliers show statistically similar distributions of affected industries.

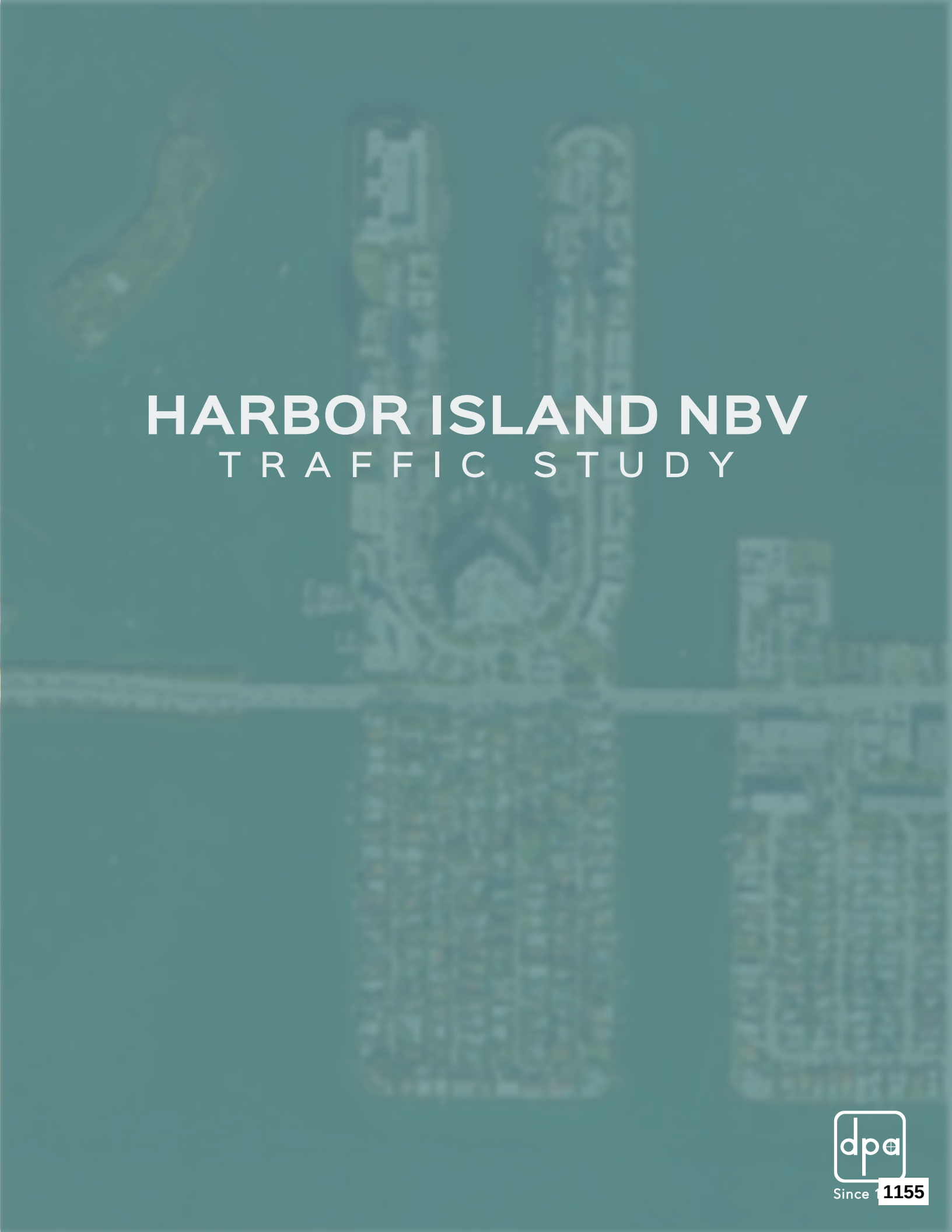
Industry Category	Spending has to be classified by spending category consistent with the industry classification used by RIMS (see section below on spending categories).
Year of Expenditure	The time of expenditure needs to be specified in order to determine the time period of the economic consequences and in order to adjust the spending to current dollars for use in the estimation of jobs. The RIMS models were calibrated on current dollars and the estimate of jobs requires spending inputs in terms of current dollars.
Location	The spending location also needs to be specified so that the multipliers for the appropriate region can be applied.

In order to apply RIMS II multipliers, direct economic data for the project in question is required. The results of a RIMS II analysis are expressed in terms of three measures of economic activity: Earnings (sometimes expressed as wages and salaries), Output (sometimes referred to as economic activity, or sales), and Jobs.

Earnings	Earnings refers to a measure, expressed in millions of dollars, of the change in the value earnings that are received by households from the production of regional goods and services for the time period covered by the cost estimate.
Output	This is a measure of the economic activity created by the spending. It refers to the change in the dollar value of production in all sectors of the economy to satisfy the new demands resulting from spending. Each time a dollar changes hands for products or services it increases the measure of output. By including products as well as labor, the output measure is inclusive of and typically significantly larger than the measure of earnings. Economic output is typically referred to as the Gross Domestic Product (GDP) at the national level. The measure of output is in the same year dollars as the measure of spending used in the calculation.
Jobs	This measure refers to the employment or jobs expressed as full-time person years of employment. The measure refers to person years of employment, regardless of the term over which spending is aggregated in the input. Jobs are estimated by adjusting the year of spending to calibration year dollars. The jobs multipliers are expressed in terms of jobs per million dollars of spending.

HARBOR ISLAND NBV

TRAFFIC STUDY



dpa

Since 1155

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Prepared In:
July 2025

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23125.01

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EXECUTIVE SUMMARY

The proposed Harbor Island project is located at 8000-8020 and 7946 East Drive in North Bay Village, Florida. The project will replace the existing Biscayne Sea Club apartments which is a 3-story residential development consisting of 51 dwelling units and the Majestic Isles Apartments, a 3-story residential development consisting of 36 dwelling units. The project is proposing two residential towers consisting of 364 residential units, 163 units in the East Tower and 201 units in the North Tower. The two towers will be connected via an on-site parking garage providing 798 parking spaces.

An internal access road will provide access to the east and south parking garage entrances. Residents will have the option to self-park or use valet services. Visitors to the site will utilize the valet parking. Mechanical arm gates with a key fob reader will be located at the entrances to the parking garage to prevent non-resident / valet parking. The roundabout in front of the eastern parking garage entrance will serve as the valet drop-off / pick-up area for the North and East Towers. Access to the site's internal access road leading to the on-site parking garage entrances and the valet station will be provided via two-way driveway located on East Drive. For the purpose of this traffic analysis, project build-out is anticipated by 2026.

An assessment of the traffic impacts associated with the proposed project was performed in accordance with the requirements of the North Bay Village *Code of Ordinances*, the Village's *Comprehensive Plan*, and the methodology approved by Village staff. The results of the intersection analysis show that the following intersections currently operate and will continue to operate within the North Bay Village overall LOS standards during the AM and PM peak hours:

- 79th Street Causeway / E. Treasure Drive
- 79th Street Causeway / Harbor Island Drive (Larry Paskow Way)
- Harbor Island Drive (Larry Paskow Way) / East Drive / West Drive

The results show that the E. Treasure Drive / 79th Street Causeway intersection experiences delay at the southbound approach during the AM and PM peak hours, and at the northbound approach during the PM peak hour for existing, future without project, and future with project conditions.

This is an existing condition. **The project adds no trips to the northbound and southbound approaches of this intersection.** The Harbor Island Drive / 79th Street Causeway intersection experiences delay at the northbound approach during both the AM and PM peak hours. The southbound approach of this intersection also experiences delays during the AM peak hour for existing, future without project, and future with project conditions. This is an existing condition. The project does not increase the southbound approach delay and adds no trips to the northbound approach. Furthermore, the project only increases the total traffic volumes at the intersection by 1.5%.

The results of the roadway segment analysis show that all the studied roadway segments currently operate and will continue to operate within the Village's overall LOS standards during the AM and PM peak hours:

- East Drive, east of Harbor Island Drive
- 79th Street Causeway between Harbor Island Drive and the Project Driveway

As part of the study, the mobility and circulation within the study area was evaluated. The project area is currently served by Miami-Dade bus routes 79 and 279 and the North Bay Village Shuttle. The project is also located in an area that is conducive for pedestrian activities. Bike lanes are available on both sides of the 79th Street Causeway, ample sidewalks are available along all roadways, and the major intersections adjacent to the site have clearly marked and signalized crosswalks. These conditions surrounding the project facilitate pedestrian activity to and from nearby schools, restaurants, retail, and entertainment; encouraging the use of other modes of transportation and reducing the vehicular impact on the roadway network.

As part of the study, a queuing analysis was performed for the East and North Tower valet stations. The results of the queuing analysis for the valet stations show that a total of two valet attendants would be able to handle the demand at the North Tower valet drop-off / pick-up area with no projected vehicles in the queue; two valet attendants would be able to handle the demand at the East Tower valet drop-off / pick-up area with no vehicles in queue. It should be noted that the queuing analysis considers the worst-case scenario during the peak hour to ensure that the queue

fits within the provided valet storage area. Once operational the development will assess the actual need for valet attendants.

A gate queuing analysis was also performed for the parking garage entrances. The analysis was performed to determine if the gate entrance has sufficient storage to accommodate the anticipated queues so that the queue does not extend past the parking garage entrances (95% confidence level). The analysis shows that no vehicles on queue are expected at the mechanical arm gates during the PM peak hour of generator (worst case scenario).

1.0 INTRODUCTION

1.1 Project Background

The proposed Harbor Island project is located at 8000-8020 and 7946 East Drive in North Bay Village, Florida (See Exhibit 1). The project will replace the existing Biscayne Sea Club apartments which is a 3-story residential development consisting of 51 dwelling units and the Majestic Isles Apartments, a 3-story residential development consisting of 36 dwelling units. The project is proposing two residential towers consisting of 364 residential units, 163 units in the East Tower and 201 units in the North Tower. The two towers will be connected via an on-site parking garage providing 798 parking spaces.

An internal access road will provide access to the east and south parking garage entrances. Residents will have the option to self-park or use valet services. Visitors to the site will utilize the valet parking. Mechanical arm gates with a key fob reader will be located at the entrances to the parking garage to prevent non-residents from self-parking. The roundabout in front of the eastern parking garage entrance will serve as the valet drop-off / pick-up area for the North and East Towers. Access to the site's internal access road leading to the on-site parking garage entrances and the valet stations will be provided via two-way driveway located on East Drive. See Appendix A for the site plan. For the purpose of this traffic analysis, project build-out is anticipated by 2026.

1.2 Study Objective

A traffic study was conducted consistent with the requirements of the North Bay Village *Code of Ordinances,* the Village's *Comprehensive Plan,* and the methodology approved by Village staff in order to assess the impacts of this project on the external roadway network. This study includes vehicular flow, trip generation, and roadway segment and intersection analyses.

1.3 Study Area and Methodology

The analysis undertaken follows the traffic study methodology approved by for a typical North Bay Village. A synopsis of the methodology is as follows.

Study Area

The study area for the project includes the following intersections:

- 79th Street Causeway / Harbor Island Drive (Signalized)
- Harbor Island Drive / East Drive (Un-signalized)
- 79th Street Causeway / E. Treasure Drive (Signalized)

The project driveways will also be included in the analysis.

The study area also includes the following roadway links:

- 79th Street Causeway between the Larry Paskow Parkway and E. Treasure Drive
- East Drive, east of Harbor Island Drive



Harbour Island Drive
Study Intersections
Project Location

Exhibit 1
Location Map

NORTH
MAP NOT TO SCALE

Analysis Scenarios

The analysis scenarios for this study were as follows:

- Existing (2024) year
- Project build-out year (2026) without project trips (background traffic)
- Project build-out year (2026) with project trips (total traffic)

Data Collection

- Seventy-two-hour counts were collected during a regular week at the studied roadway link.
- The peak hour vehicle turning movement counts (TMCs) were obtained from movement counts collected on May 14, 2024 during the AM (7:00 – 9:00 am), and PM (4:00 – 6:00 pm) peak periods.
- Collected counts were adjusted to reflect AM and PM peak period peak season conditions for the intersection analysis. The traffic volumes were adjusted by applying the corresponding peak season conversion factor of 1.01 obtained from the 2022 *Florida Department of Transportation (FDOT) Peak Season Factor Category Report (Miami-Dade County north).*

Existing Conditions Intersection / Link Analysis

- Intersection capacity analysis was evaluated for the study area intersections using the Synchro Software. All input files will be provided for review purposes. Access driveways were included as part of the LOS analysis. All input files will be provided for review purposes.
- Link / Segment capacity were estimated using service volume obtained from the generalized vehicular capacities from the latest (2024) FDOT Quality / LOS Handbook.

Future Conditions Intersection / Link Analysis – Background Traffic Conditions

- Future background traffic volumes were determined by applying a compound growth rate to existing volumes and adding committed development traffic (if any). The growth rate was determined after discussions with the City to be 1.64%.
- Committed development information was requested from North Bay Village. The Shoma Bay, Isle of Dreams, Shucker's, and 1755 Kennedy Causeway projects were considered as

committed developments for background traffic.

- Committed roadway improvements were obtained from the 2*024 Miami-Dade County TIP* and/or FDOT's *5-year program*. Any programmed improvements that increases capacity were included in the analysis.
- Planned roadway improvements will be obtained from MDCs *2045 Long Range Plan* for documentation purposes only.

Project Trip Generation

- Using information contained in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual*, 11th Edition, trips associated with the existing and proposed development were estimated. Pass-by trips were established based on the ITE *Generation Manual*, 11th Edition. Internal capture trips were established based on the ITE *Trip Generation Manual*, 3rd Edition. A deduction for other modes of transportation was based on local characteristics and/or modal splits near the proposed development.

Project Trip Distribution

- Trip Distribution / Trip Assignment – Net new external project traffic was assigned to the adjacent street network using the appropriate cardinal distribution from the *Miami-Dade 2045 Long Range Transportation Plan Update,* published by the *Metropolitan Planning Organization*. Normal traffic patterns were considered when assigning project trips.

Future Conditions Intersection / Link Analysis – Total Traffic Conditions

- Future total traffic volumes were determined by adding project trips and background traffic volumes.
- Intersection capacity analyses were evaluated using the Synchro software. Signal timings might be optimized for future conditions analyses. Signal timing optimizations and modifications might be coordinated with Miami Dade County Public Works Traffic and Signs Division for approval as necessary.
- Link / Segment capacity was estimated using generalized vehicular capacities from the latest FDOT LOS Manual. The roadway link analysis was completed for peak hour directional and two-way traffic volumes.

2.0 DATA COLLECTION

Data collection for this study included roadway characteristics, roadway segment counts, intersection traffic counts, signal timing, and seasonal adjustment factors. The data collection effort is described in the following sections.

2.1 Roadway Characteristics

79th Street Causeway / SR 934/ John F. Kennedy Causeway

The 79th Street Causeway is a state principal arterial roadway that provides east / west access connecting mainland City of Miami to the island of Normandy Isle in the City of Miami Beach. Within the study area, the 79th Street Causeway is a two-way, six-lane divided roadway. Exclusive left-turn lanes are provided throughout the segment. Bike lanes are provided on both sides of the roadway. FDOT has jurisdiction over the 79th Street Causeway. The posted speed limit is 30 mph.

E. Treasure Drive

E. Treasure Drive is classified as a local collector street that provides north / south access from the 79th Street Causeway (John F. Kennedy Causeway) to S. Treasure Drive. E. Treasure Drive is a two-way, two-lane, undivided roadway. There is on-street parking provided along both sides of the roadway. North Bay Village has jurisdiction over E. Treasure Drive. The posted speed limit is 15 mph.

East Drive

East Drive is a local roadway that provides north and south access between the project site and the 79th Street Causeway

2.2 Traffic Counts

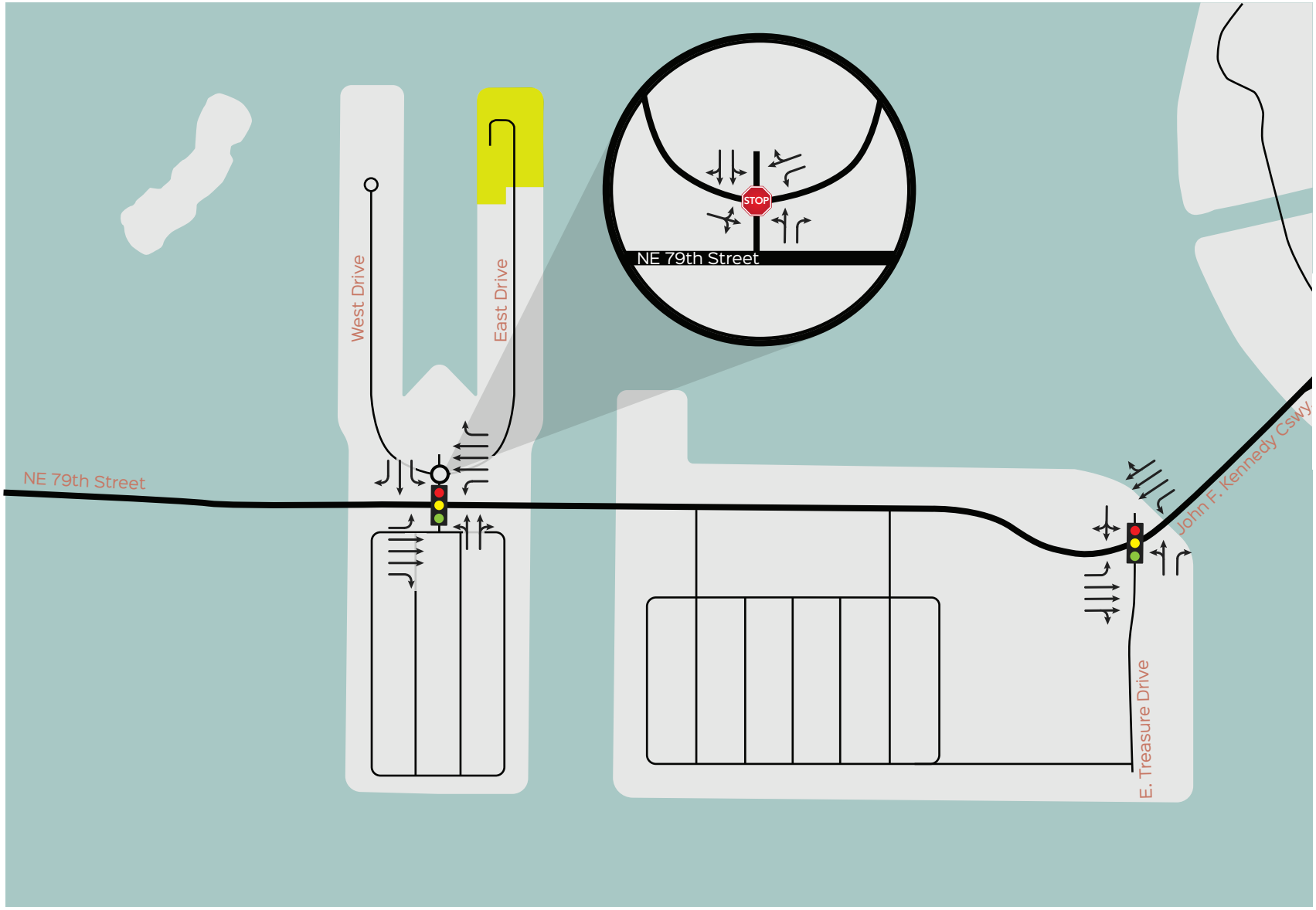
The peak hour vehicle turning movement counts (TMCs) were obtained from traffic volumes collected on May 14, 2024 during the AM (7:00 – 9:00 am) and PM (4:00 – 6:00 pm) peak periods. The counts were adjusted to reflect average annual daily traffic conditions using the 2022 weekly volume adjustment factors obtained from FDOT. A weekly volume peak season conversion factor

of 1.01 (Miami-Dade County North) corresponding to the date of the counts was used. Next the counts were grown two years by the agreed upon growth rate (see Section 4.2) approved by the village to determine the future without project (2026) conditions. Traffic counts and FDOT season factors are provided in Appendix C.

Seventy-two-hour tube counts were collected at the analyzed roadway segments from May 14, 2024 - May 16, 2024. A 2022 weekly volume PSCF of 1.01 (Miami-Dade County north) was used, corresponding to the dates of the counts, to adjust raw traffic counts to peak season conditions. Collected TMCs, 72-hour counts, PCSF are available in Appendix C

2.3 Intersection Data

Signal timing data was obtained from Miami-Dade County (MDC) for the signalized intersections analyzed in this study. This information was used for the signal phasing and timing required for the intersection capacity analysis. A field survey was also conducted to obtain the intersection lane configurations to be used in the intersection analysis. Exhibit 2 shows the existing lane configurations at the analyzed intersections. Existing traffic volumes for the peak hours at the intersections analyzed are shown in Exhibit 3. Signal timings are provided in Appendix D.

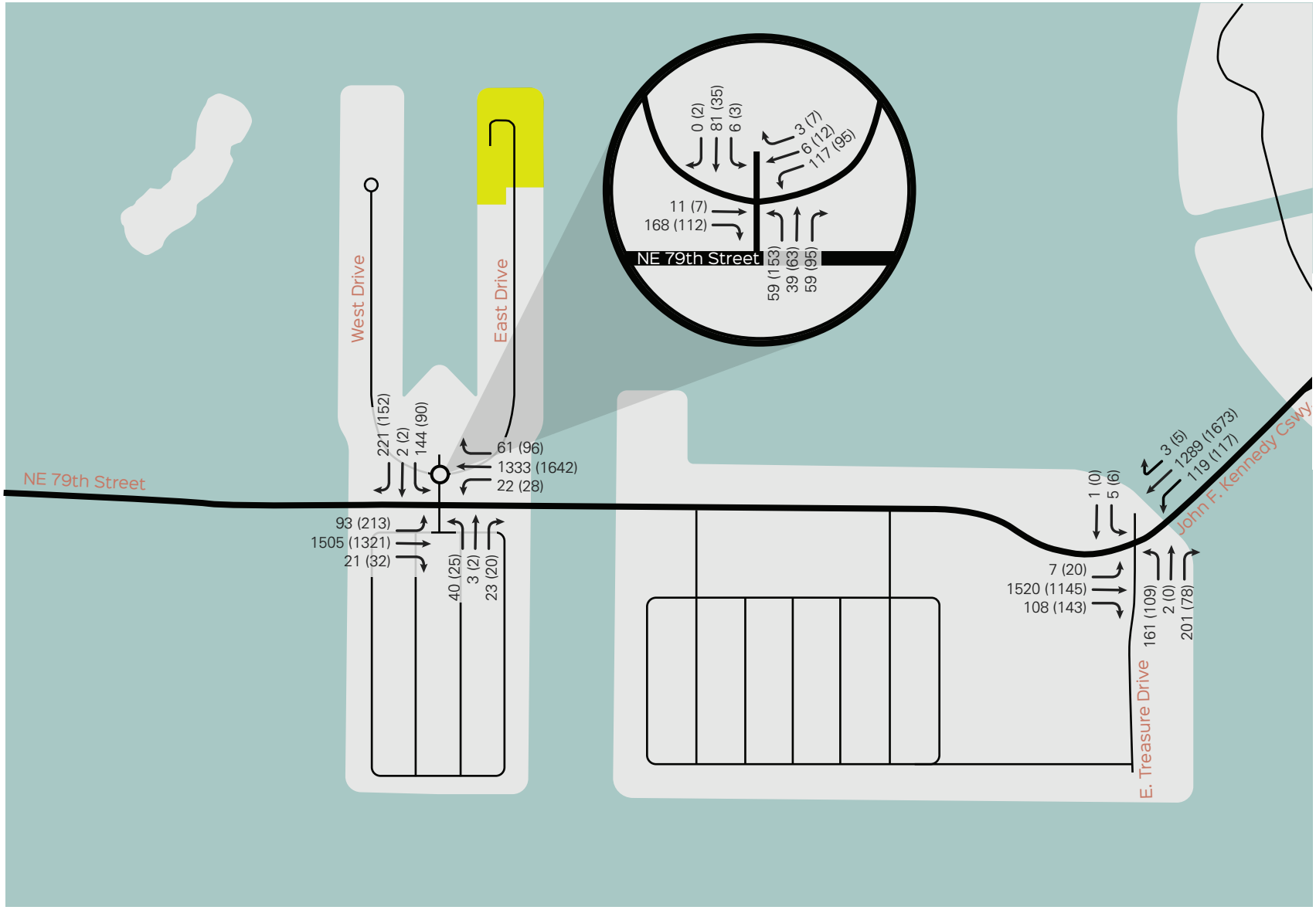


Project Location

Exhibit 2

Existing Lane Configurations

NORTH
MAP NOT TO SCALE



Project Location

Exhibit 3

Existing AM & PM Peak Hour Traffic Volumes

NORTH
MAP NOT TO SCALE

2.4 Roadway Capacity Analysis

The FDOTs generalized service volume tables provide the maximum volume for a specific Level of Service (LOS). LOS is a qualitative assessment of a road's operating conditions and is represented by the letters A through F, where A is free flow (best) condition and F is the most congested condition. FDOTs generalized service volume tables are provided in Appendix D. Exhibit 4 shows the roadway link analysis for the study area segments based on the FDOT generalized peak hour directional and two-way service volume tables. The North Bay Village *Code of Ordinances* states that the LOS threshold for the JFK Causeway is LOS D. All studied roadway segments currently operate within the Village's LOS standards.

Exhibit 4: Existing Roadway Capacity Analysis
Weekday AM and PM Peak Hour Conditions

Roadway	Direction	# of Lanes	AM Peak Volume	PM Peak Volume	Service Volume	Meet LOS Std?
JFKCauseway between Larry Paskow Way & E Treasure Drive	EB	3LD	1,771	1,465	2,804	Yes
	WB	3LD	1,519	1,945	2,944	Yes
	Two-way	6LD	3,290	3,410	5,093	Yes
East Drive, east of Harbor Island Drive	NB	1LD	52	84	621	Yes
	SB	1LD	106	74	652	Yes
	Two-way	2LD	158	158	900	Yes

JFK Causeway: Two-way with Exclusive Left-turn lanes - C5 Urban Center - 6 Lane Divided, Exclusive Left-turn lane (4,850*1.05 = 5,093 vph); ***Directional*** - C5 Urban Center (WB) - 3 Lane Divided with Exclusive Left-turn lanes and Right-turn lanes (2,670*1.05*1.05 = 2,944 vph); ***Directional*** - C5 Urban Center (EB) - 3 Lane Divided with Exclusive Left-turn lanes (2,670*1.05 = 2,804 vph)

East Drive, east of Harbor Island Drive: Two-way - C5 Urban Center, 2 Lane Divided, No Exclusive Left-turn lane (1250*0.80*0.90 = 900 vph); ***Directional*** - C5 Urban Center (NB) - 1 Lane Divided (690*0.90 = 621 vph); ***Directional*** - C5 Urban Center (SB) - 1 Lane Divided with Exclusive Left-turn lanes (690*1.05*0.90 = 652 vph)

2.5 Intersection Capacity Analysis

The Synchro software was used to perform intersection capacity analysis at the analyzed intersections. Synchro is a macroscopic analysis and optimization software application that implements the Intersection Capacity Utilization method for determining intersection capacity. Synchro also supports the Highway Capacity Manual's (HCM) methodology for signalized / un-signalized intersections. Exhibit 5 shows the resulting LOS for existing weekday AM and PM peak hour conditions. The analysis indicates that all intersections are projected to operate within the Village's overall LOS standards. The E. Treasure Drive / 79th Street Causeway intersection experiences delay at the northbound and southbound approaches during the AM and PM peak hours. This condition may be due to the fact that the state gives priority to vehicles travelling east / west through this area therefore, accepting delays on cross-streets. The Harbor Island Drive / 79th Street Causeway intersection experiences delays at the northbound approach during both the AM and PM peak hours. The southbound approach experiences delay during the AM peak hour. Intersection capacity analysis worksheets are included in Appendix D.

Exhibit 5: Existing Intersection Capacity Analysis
Weekday AM and PM Peak Hour Conditions

Intersection	Signalized/ Unsignalized	Approach	AM Peak LOS	AM Peak Delay	PM Peak LOS	PM Peak Delay
79th Street Causeway / Harbor Island Drive	Signalized	NB	E	65.2	E	64.7
		SB	E	59.8	D	52.5
		EB	B	16.7	B	17.6
		WB	B	18.5	C	30.9
		Overall	***C***	***22.9***	***C***	***27.0***
Harbor Island Drive / East & West Drive	Unsignalized	NB	A	9.0	B	10.6
		SB	A	8.8	A	8.6
		EB	A	9.5	A	9.3
		WB	A	9.9	A	10.0
		Overall	***A***	***9.3***	***B***	***10.1***
79th Street Causeway / E. Treasure Drive	Signalized	NB	E	63.7	E	65.8
		SB	E	66.3	E	66.3
		EB	C	21.9	B	16.2
		WB	B	15.6	B	15.5
		Overall	***C***	***23.8***	***B***	***18.7***

Source: David Plummer & Associates

3.0 PLANNED AND PROGRAMED ROADWAY IMPROVEMENTS

The *2024 Miami-Dade County Transportation Improvement Program (TIP)* and the *2045 Long Range Transportation Plan* were reviewed to identify any programmed or planned projects within the limits of the study area established. This document shows the following project within the study area:

DT4486291 – Kennedy Causeway Complete Streets Project – Pedestrian safety improvement
DT4106461 – SR 934/NE 79th Street and 82nd Street – From SR 5 / Biscayne Boulevard to Bay Drive – Flexible pavement reconstruction
DT4106462 – SR 934 / NE 79th Street **–** From West of I-95 (13th Court) to end of SR 934 / 1-way Place **–** PD&E / EMO Study
DT4106464 – SR 934 / NE / NW 79th Street **–** From West of I-95 (13th Court) to end of SR 934 / 1-way Place **–** PD&E / EMO Study
DT4106466 – SR 934 / NE / NW 81st / 82nd Street **–** From West of I-95 (13th Court) to end of SR 934 / 1-way Place **–** Road Construction – 2 Lane
DT4479691 – Island Walk Phase I **–** Bike Path / Trail
DT4490072 – SR 934 / NE 79th Street **–** Bridge Replacement

These documents show no planned capacity improvements to the study intersections and corridors prior to completion of the proposed project. Roadway project documentation is included in Appendix E.

4.0 FUTURE TRAFFIC CONDITIONS

4.1 Background Traffic and Committed Developments

Future background traffic volumes were determined by applying a compound growth rate to existing traffic volumes and adding committed development traffic. Average Daily Traffic (ADT) counts for two FDOT stations (0142 and 0533) were reviewed to calculate the annual growth rate for the area. This analysis resulted in a 1.64% yearly growth rate in this area. This growth rate was used to grow the background traffic to the future buildout year (2026). Historic growth rate documentation is included in Appendix C.

The following committed developments within the vicinity of the project site were provided by Village staff: the Shoma Bay, Isle of Dreams, Shucker's, and 1755 Kennedy Causeway. These projects were considered as committed developments. Committed development documentation is included in Appendix E. Future background traffic volumes were determined by applying a compound growth rate to existing volumes and adding committed development traffic.

The *2024 Miami-Dade County Transportation Improvement Program (TIP)* and the *2045 Long Range Transportation Plan* were reviewed to identify any programmed or planned projects within the limits of the study area established. The documents show no planned capacity improvements to the study intersections and corridors prior to completion of the proposed project

4.2 Future Traffic Conditions

4.2.1 Future Roadway and Intersection Analysis without Project

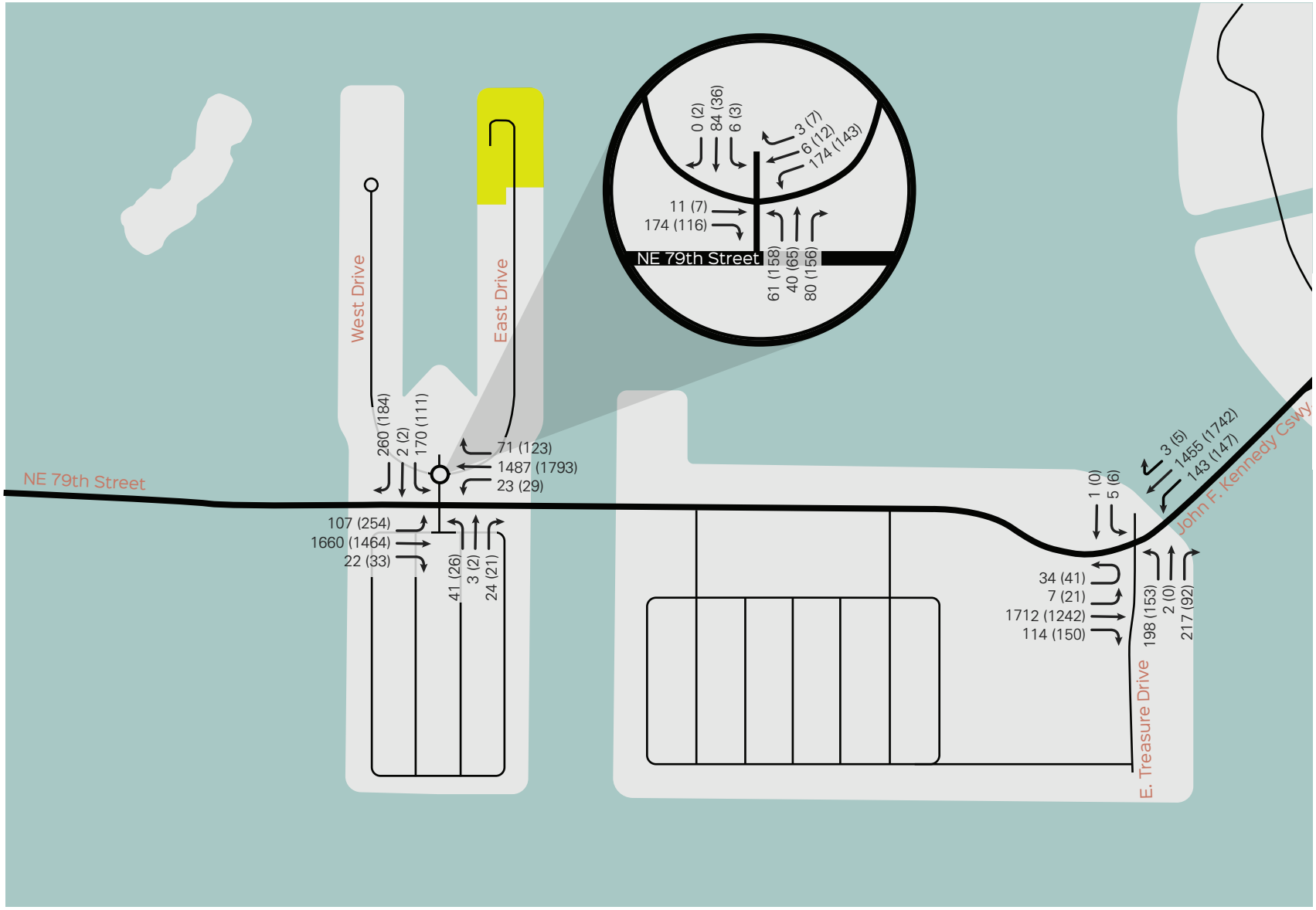
Traffic volumes for future without project conditions were obtained by adding background traffic and committed development traffic to the existing traffic volumes. Exhibit 6 shows the future without project AM and PM peak hour traffic at each roadway segment and the roadway capacity (based on the FDOT generalized peak hour directional and two-way service volume tables). The North Bay Village *Code of Ordinances* states that the LOS threshold for the JFK Causeway is LOS D. All studied roadway segments continue to operate within the Village's LOS standards during the AM and PM peak hours for future without project conditions. Exhibit 7 shows the future without project traffic volumes.

Exhibit 6: Future without Project Roadway Capacity Analysis
Weekday AM and PM Peak Hour Conditions

Roadway	Direction	# of Lanes	AM Peak Volume	PM Peak Volume	Service Volume	Meet LOS Std?
JFKCauseway between Larry Paskow Way & E Treasure Drive	EB	3LD	2,055	1,759	2,804	Yes
	WB	3LD	1,769	2,229	2,944	Yes
	Two-way	6LD	3,824	3,988	5,093	Yes
East Drive, east of Harbor Island Drive	NB	1LD	53	86	621	Yes
	SB	1LD	110	77	652	Yes
	Two-way	2LD	163	163	900	Yes

JFK Causeway: Two-way with Exclusive Left-turn lanes - C5 Urban Center - 6 Lane Divided, Exclusive Left-turn lane (4,850*1.05 = 5,093 vph); ***Directional*** - C5 Urban Center (WB) - 3 Lane Divided with Exclusive Left-turn lanes and Right-turn lanes (2,670*1.05*1.05 = 2,944 vph); ***Directional*** - C5 Urban Center (EB) - 3 Lane Divided with Exclusive Left-turn lanes (2,670*1.05 = 2,804 vph)

East Drive, east of Harbor Island Drive: Two-way - C5 Urban Center, 2 Lane Divided, No Exclusive Left-turn lane (1250*0.80*0.90 = 900 vph); ***Directional*** - C5 Urban Center (NB) - 1 Lane Divided (690*0.90 = 621 vph); ***Directional*** - C5 Urban Center (SB) - 1 Lane Divided with Exclusive Left-turn lanes (690*1.05*0.90 = 652 vph)



Project Location

Exhibit 7

Future Without Project AM & PM Peak Hour Traffic Volumes

NORTH
MAP NOT TO SCALE

4.2.2 Future Intersection Analysis without Project

Future without project conditions were obtained by combining background traffic with committed development trips. Exhibit 8 shows the resulting LOS for AM and PM peak hour conditions for the future without project scenario. The analysis indicates that all intersections are projected to continue to operate within the Village's overall LOS standards, outlined within the Village's *code of ordinances*. As with existing conditions, the E. Treasure Drive / 79th Street Causeway intersection continues to experience delays at the southbound and northbound approaches during the AM and PM peak hours. The Harbor Island Drive (Larry Paskow Way) / 79th Street Causeway intersection continues to experience delay at the northbound approach during both the AM and PM peak hours. The southbound approach also continues to experience delay during the AM peak hour. As previously mentioned these conditions may be due to the fact that the state gives priority to vehicles travelling east / west through this area therefore, accepting delays on cross-streets. Intersection capacity analysis worksheets are included in Appendix D.

Exhibit 8: Future without Project Intersection Capacity Analysis
Weekday AM and PM Peak Hour Conditions

Intersection	Signalized/ Unsignalized	Approach	AM Peak LOS	AM Peak Delay	PM Peak LOS	PM Peak Delay
79th Street Causeway / Harbor Island Drive	Signalized	NB	E	65.3	E	64.8
		SB	E	59.0	D	49.2
		EB	B	18.2	B	19.2
		WB	B	20.8	D	41.0
		Overall	***C***	***24.6***	***C***	***32.5***
Harbor Island Drive / East & West Drive	Unsignalized	NB	A	9.3	B	11.0
		SB	A	9.1	A	9.0
		EB	A	9.9	A	9.8
		WB	B	11.2	B	11.3
		Overall	***A***	***10.0***	***B***	***10.7***
79th Street Causeway / E. Treasure Drive	Signalized	NB	E	59.4	E	67.9
		SB	E	66.3	E	66.3
		EB	C	29.6	C	20.6
		WB	C	24.9	B	19.8
		Overall	***C***	***30.9***	***C***	***23.5***

Source: David Plummer & Associates

4.3 Project Trip Generation

The proposed project trip generation was calculated based on the rates / equations published by the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 11th Edition. This manual provides gross trip generation rates and/or equations by land use type. These rates and equations estimate vehicle trip ends at a free-standing site's driveways. At the request of Village staff, no deductions were taken for other modes of transit. Trip generation calculations were performed for a typical weekday, as well as, the AM and PM peak hours of the adjacent street. Trip generation worksheets are available in Appendix F. The proposed project trip generation calculations are summarized in Exhibit 9.

Exhibit 9: Project Trip Generation Summary

Proposed Uses

Proposed ITE Land Use Designation[1]	Number of Units	Daily Vehicle Trips	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
			In	Out	Total	In	Out	Total
Multifamily Housing (High-Rise) *Land Use Code: 222*	364 DU	1,746	26	73	99	73	45	118
Total Gross Trips		**1,746**	**26**	**73**	**99**	**73**	**45**	**118**

[1] Based on ITE Trip Generation Manual, 11th Edition.

[2] At the request of Village staff, no deductions were taken for other modes

Existing Use

Existing ITE Land Use Designation[1]	Number of Units	Daily Vehicle Trips	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
			In	Out	Total	In	Out	Total
Multifamily Housing (Low-Rise) *Land Use Code: 220*	87 DU	632	12	38	50	37	21	58
Total Gross Trips		**632**	**12**	**38**	**50**	**37**	**21**	**58**

[1] Based on ITE Trip Generation Manual, 11th Edition.

[2] At the request of Village staff, no deductions were taken for other modes of transit.

New External Trips

	Daily Vehicle Trips	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
		In	Out	Total	In	Out	Total
Proposed	**1,746**	**26**	**73**	**99**	**73**	**45**	**118**
Existing	**-632**	**-12**	**-38**	**-50**	**-37**	**-21**	**-58**
Difference	**1,114**	**14**	**35**	**49**	**36**	**24**	**60**

[1] Based on ITE Trip Generation Manual, 11th Edition.

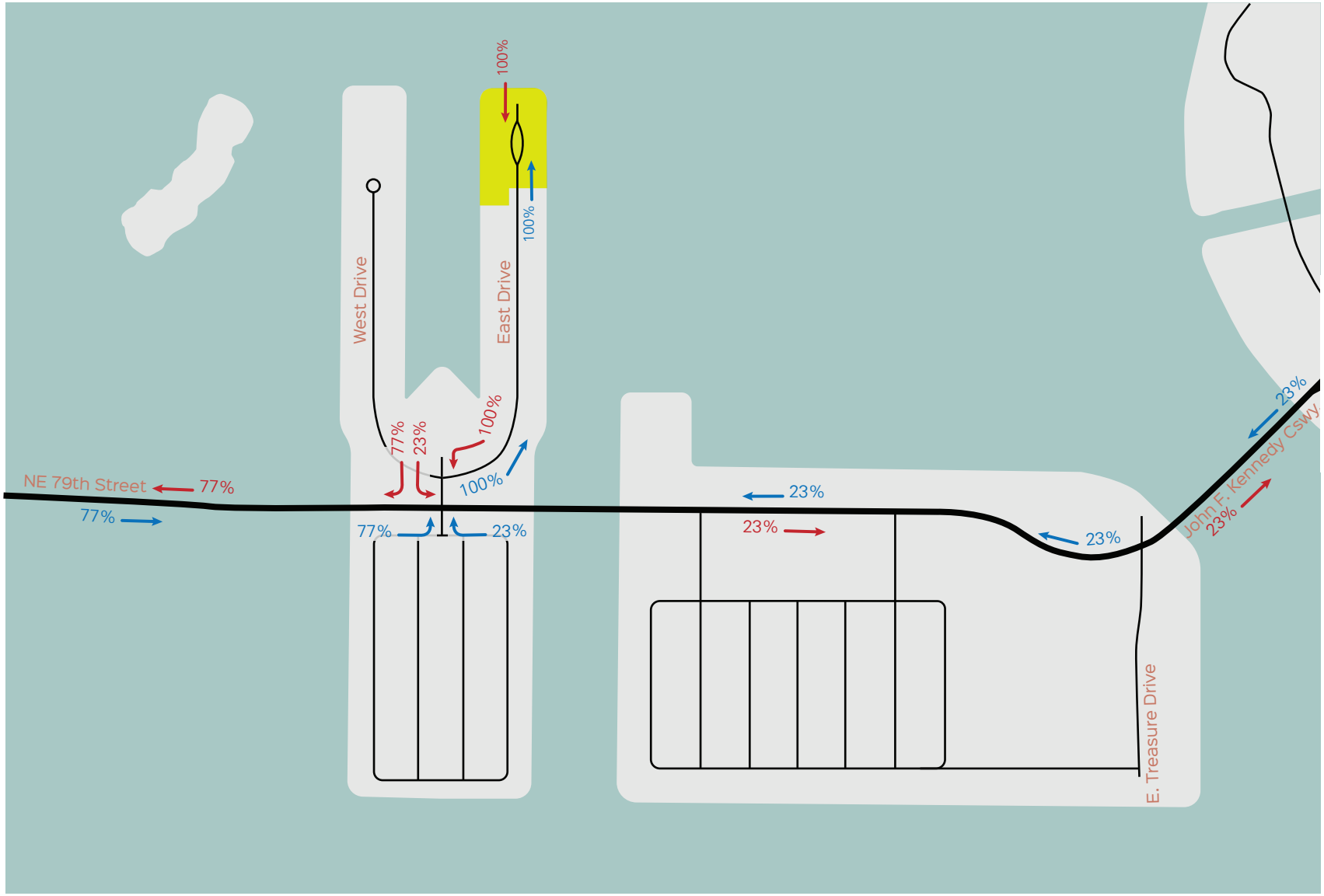
2 At the request of Village staff, no deductions were taken for other modes of transit.

4.4 Project Trip Assignment

Project traffic was distributed and assigned to the study area using the Cardinal Distribution for TAZ 624 shown in Exhibit 10. The Cardinal Distribution gives a generalized distribution of trips from a TAZ to other parts of MDC. The distribution can be summarized as follows: 28% to the north, 23% to the south, 6% to the east, and 43% to the west. For estimating trip distribution for the project traffic, consideration was given to conditions such as the roadway network accessed by the project traffic, roadways available to travel in the desired direction, and attractiveness of traveling on a specific roadway. Project trip distribution and assignment for the proposed project are shown in Exhibits 11 and 12 respectively. Exhibit 13 shows the future with project traffic volumes.

Exhibit 10: Cardinal Distribution
(TAZ 624)

DIRECTION	2015	2045	2026
NNE	10.8%	10.5%	10.69%
ENE	6.0%	3.2%	4.97%
ESE	1.1%	0.8%	0.99%
SSE	6.1%	7.0%	6.43%
SSW	15.2%	19.3%	16.70%
WSW	26.2%	25.3%	25.87%
WNW	16.8%	18.1%	17.28%
NNW	17.9%	15.9%	17.17%



% Inbound

Project Location

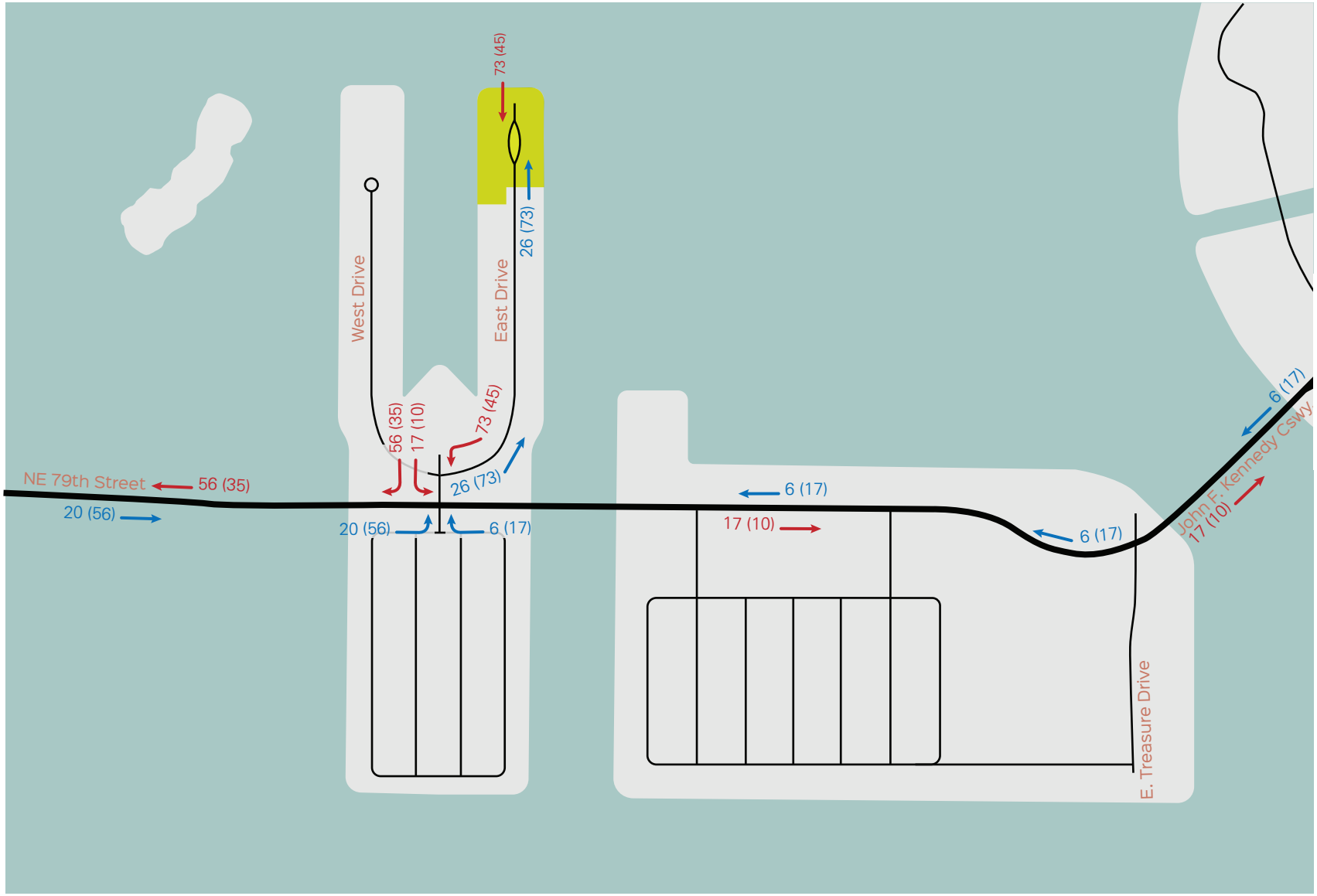
% Outbound

Valet Trips

Exhibit 11

Project Trip Distribution

NORTH
MAP NOT TO SCALE



Project Location

00 AM
(00) PM

Inbound

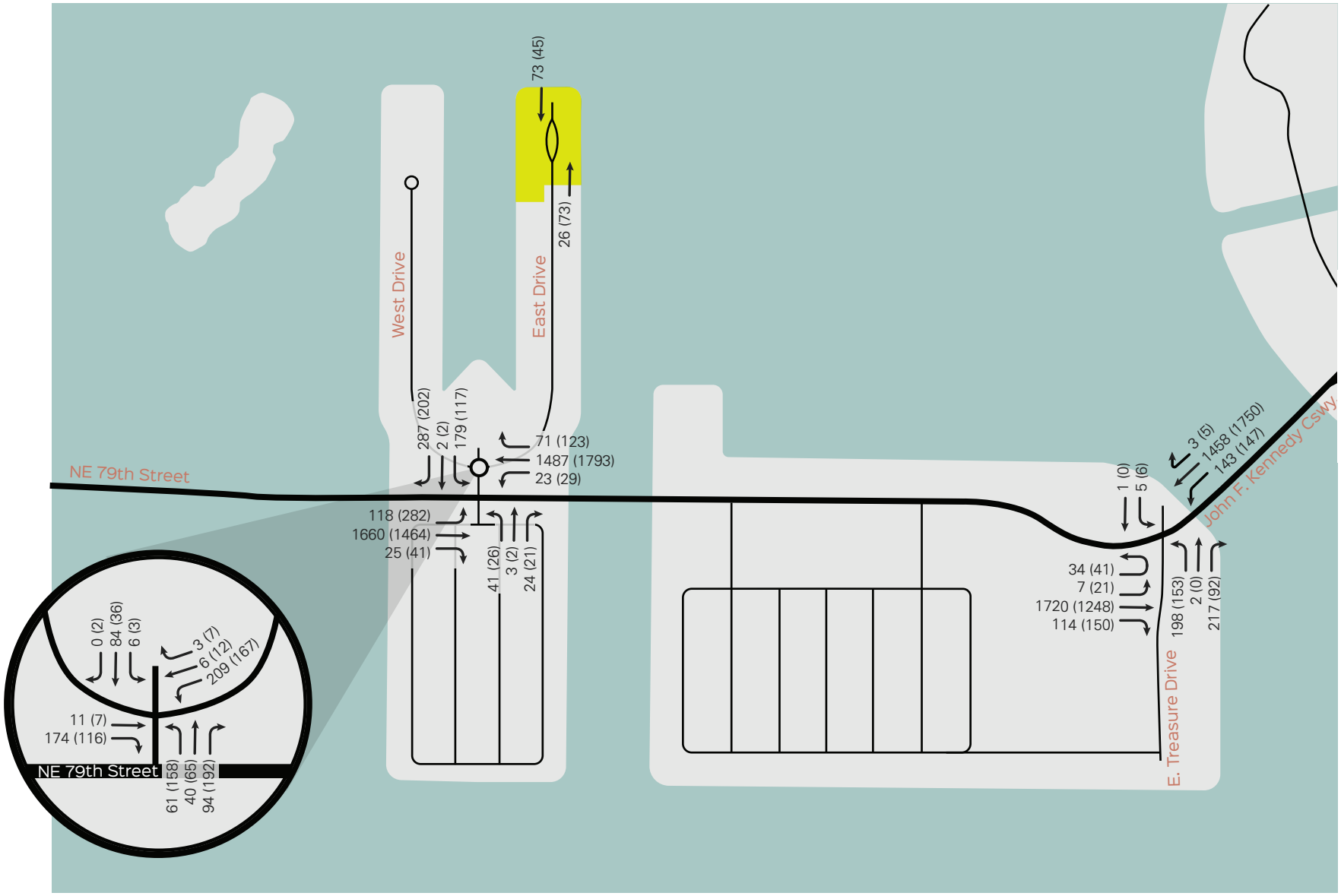
Outbound

Valet Trips

Exhibit 12

Project Trip Assignment

NORTH
MAP NOT TO SCALE



Project Location

Exhibit 13

Future With Project AM & PM Peak Hour Traffic Volumes

NORTH
MAP NOT TO SCALE

4.5 Future with Project Conditions

4.5.1 Future with Project Roadway Capacity Analysis

Background traffic in the previous sections and traffic projections for the project were combined to obtain the total future with project traffic on the analyzed roadway segments. Exhibit 14 shows roadway capacity for the future with project conditions during the AM and PM peak hours for each roadway segment based on the FDOT generalized peak hour directional and two-way service volume tables. The North Bay Village *Code of Ordinances* states that the LOS threshold for the JFK Causeway is LOS D. As with existing and future without project conditions, all of the studied roadway segments operate within the Village's LOS standards during the AM and PM peak hours.

Exhibit 14: Future with Project Roadway Capacity Analysis
Weekday AM and PM Peak Hour Conditions

Roadway	Direction	# of Lanes	AM Peak Volume	PM Peak Volume	Service Volume	Meet LOS Std?
JFKCauseway between Larry Paskow Way & E Treasure Drive	EB	3LD	2,064	1,765	2,804	Yes
	WB	3LD	1,773	2,238	2,944	Yes
	Two-way	6LD	3,837	4,003	5,093	Yes
East Drive, east of Harbor Island Drive	NB	1LD	68	123	621	Yes
	SB	1LD	145	101	652	Yes
	Two-way	2LD	213	224	900	Yes

JFK Causeway: Two-way with Exclusive Left-turn lanes - C5 Urban Center - 6 Lane Divided, Exclusive Left-turn lane (4,850*1.05 = 5,093 vph); ***Directional*** - C5 Urban Center (WB) - 3 Lane Divided with Exclusive Left-turn lanes and Right-turn lanes (2,670*1.05*1.05 = 2,944 vph); ***Directional*** - C5 Urban Center (EB) - 3 Lane Divided with Exclusive Left-turn lanes (2,670*1.05 = 2,804 vph)

East Drive, east of Harbor Island Drive: Two-way - C5 Urban Center, 2 Lane Divided, No Exclusive Left-turn lane (1250*0.80*0.90 = 900 vph); ***Directional*** - C5 Urban Center (NB) - 1 Lane Divided (690*0.90 = 621 vph); ***Directional*** - C5 Urban Center (SB) - 1 Lane Divided with Exclusive Left-turn lanes (690*1.05*0.90 = 652 vph)

4.5.2 Future with Project Intersection Analysis

Future background traffic and traffic projections for the project were combined to obtain future with project traffic at the analyzed intersections. Exhibit 15 shows the resulting LOS for the weekday AM and PM peak hour conditions for future with project conditions. The analysis indicates that the 79th Street Causeway / Harbor Island Drive and 79th Street Causeway / E. Treasure Drive intersections are projected to continue to operate within the Village's overall LOS standards during the AM and PM peak hours. The un-signalized intersection capacity analysis shows adequate operations at the project driveways.

As with existing and future without project conditions, the E. Treasure Drive / 79th Street Causeway intersection continues to experience delays at the northbound and southbound approaches during the AM and PM peak hours. It should be noted that the project adds no trips to the northbound and southbound approaches of the E. Treasure Drive / 79th Street Causeway intersection. Furthermore, the northbound and southbound approaches are a split phase. Therefore, the additional through traffic generated by the project should have no effect on the operations of the northbound and southbound approaches. As previously mentioned these delays may be due to the fact that the state gives priority to vehicles travelling east / west through this area therefore, accepting delays on cross-streets.

As with existing and future without project conditions there is delay in the northbound approach of the 79th Street Causeway / Harbor Island Drive intersection during the AM and PM peak hours. This is an existing condition. Furthermore, the project traffic only increases the total volume at this intersection by only 1.5%. The project adds no trips to this approach. The southbound approach of the intersection also continues to show delay during the AM peak hour. The project does not increase this delay.

Exhibit 15: Future with Project Intersection Capacity Analysis

Weekday AM and PM Peak Hour Conditions

Intersection	Signalized/ Unsignalized	Approach	AM Peak LOS	AM Peak Delay	PM Peak LOS	PM Peak Delay
79th Street Causeway / Harbor Island Drive	Signalized	NB	E	65.3	E	64.8
		SB	E	58.5	D	46.9
		EB	B	18.4	B	19.3
		WB	C	21.7	D	48.9
		Overall	***C***	***25.3***	***D***	***36.0***
Harbor Island Drive / East & West Drive	Unsignalized	NB	A	9.6	B	11.4
		SB	A	9.3	A	9.3
		EB	B	10.2	B	10.3
		WB	B	12.3	B	12.2
		Overall	***B***	***10.6***	***B***	***11.3***
79th Street Causeway / E. Treasure Drive	Signalized	NB	E	59.4	E	67.7
		SB	E	66.3	E	66.3
		EB	C	29.7	C	20.5
		WB	C	25.0	B	19.7
		Overall	***C***	***31.0***	***C***	***23.3***
East Drive / Project Driveway	Unsignalized	NB	A	7.0	A	7.4
		SB	A	7.3	A	7.2
		EB	A	7.1	A	7.0
		Overall	***A***	***7.2***	***A***	***7.3***

Source: David Plummer & Associates

Signal timing adjustments are recommended to improve the southbound and northbound approach delays at the Harbor Island Drive / 79th Street and E. Treasure Drive / 79th Street Causeway intersections during the AM and PM peak hours. Although the project will not add any additional delays to these approaches optimizing the cycle length at the Harbor Island Drive / 79th Street Causeway intersection is recommended to improve traffic flow and reduce delays. It should be noted that any changes to the traffic signal requires review and approval by MDC and FDOT staff. Exhibit 16 shows the results for the projected LOS for the intersections after cycle length optimization. Intersection capacity analysis worksheets are included in Appendix D.

Exhibit 16: Future with Project with Signal Timing Improvements Intersection Capacity Analysis

Intersection	Signalized/ Un-signalized	Approach	AM Peak LOS	AM Peak Delay
79th Street Causeway / Harbor Island Drive	Signalized	NB	E	57.6
		SB	D	50.9
		EB	C	20.1
		WB	C	24.0
		Overall	***C***	***26.0***

The approximate existing storage length and the projected 95th percentile back of queues (BOQs) at all the exclusive turn lanes for the AM and PM peak hour conditions are displayed in Exhibit 17. The analysis shows that the existing capacity of the exclusive turn lanes at the Harbor Island Drive / East & West Drive intersection are sufficient to accommodate the expected BOQs for existing, future without project, and future with project conditions during the AM and PM peak hours.

The existing storage of the eastbound and southbound left-turn lane at the Harbor Island Drive / 79th Street Causeway intersection does not currently have the capacity to accommodate the expected 95th percentile back of queues for existing, future without project, and future with project conditions during the AM and PM peak hours. It should be noted that this is an existing condition. The project adds only nine (9) and five (5) feet of queue (less than one vehicle) to the southbound left-turn lane during AM and PM peak hours, respectively. Additionally, the project adds less than three vehicles lengths of queue to the eastbound left-turn lane during the PM peak hour.

The existing storage capacity of westbound left-turn lane for the E. Treasure Drive / 79th Street Causeway intersection exceeds the storage length capacity during the AM and PM peak hours in existing, future without project, and future with project. It should be noted that this is an existing condition. The project adds no trips to this movement and increases the queue by only one (1) foot to the queue length during the AM peak hour and two (2) feet during the PM peak hour for the westbound left-turn lane.

Exhibit 17: Projected 95th Percentile Back of Queues and Existing Storage Length (Feet)

Intersection	Direction	Existing		Future without Project		Future with Project		Existing Storage Length
		AM	PM	AM	PM	AM	PM	
79th Street Causeway / Harbor Island Drive	SBL EBL WBL	120 87 28	85 344 32	137 97 29	100 459 33	128 141 30	105 518 33	70 200 200
Harbor Island Drive / East & West Drive	WBL	15.4	13.2	28.6	24.2	37.4	33	70
79th Street Causeway / E. Treasure Drive	EBL WBL	13 161	28 110	47 277	63 169	47 278	63 171	125 85

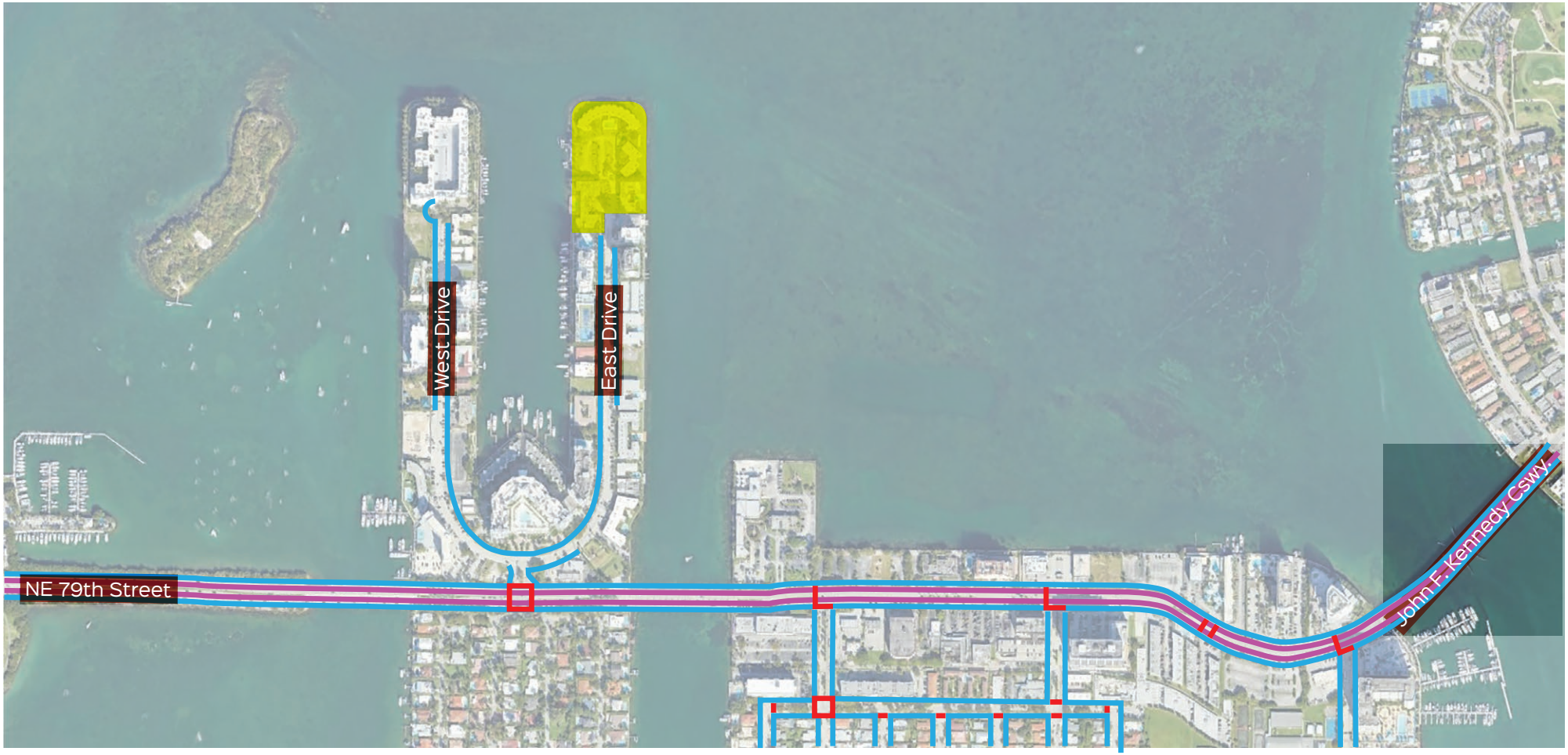
dpa Since 1 1188

5.0 CIRCULATION PLAN

The proposed project will be located at 8000-8020 and 7946 East Drive in North Bay Village, FL. Access to the internal access road leading to the on-site parking garage will be provided via two-way driveway located on East Drive. Mechanical arm gates with a key fob reader will be located at the parking garage entrances, accessible to valet attendants and residents of the development. An AutoTURN analysis (Appendix H) was performed for the loading area using Wayne Titan garbage trucks.

As previously mentioned the project is proposing both self-parking and optional valet services for residents. All visitors to the site will be required to use valet parking. All parking spaces on the ground floor will be reserved for valet parking. All Tandem parking spaces throughout the parking garage will be assigned to individual units. All standard parking spaces on floors two and above of the parking garage will be available for self-parking. The valet drop-off / pick-up area for the two towers will be located within the roundabout located in front of the eastern parking garage entrance.

The project is located in an area that is conducive for pedestrian and bicycle activities. Bike lanes are available on both sides of the 79th Street Causeway. Sidewalks are available throughout the study area and major intersections adjacent to the site have clearly marked crosswalks. Nearby signalized intersections provide pedestrian signals. A mobility plan was prepared for the site (Exhibit 18) showing the project location, bike lanes, sidewalk connections, and pedestrian crosswalks within the area. The area surrounding the project is served by transit (bus routes 79 and 279 and the North Bay Village Shuttle). Metrobus route 79 connects the island to the Miami Beach Convention Center, Northside Metrorail Station, and the Hialeah Tri-Rail / Metrorail station. The North Bay Village Shuttle is a local service with 28 stops along the Village's islands. The North Bay Village Shuttle stop closest to the project is located about 300 ft south of the project on East Drive. The closest Metrobus stop to the project is located about 0.4 miles southwest of the project on the 79th Street Causeway. Exhibit 19 shows the available transit routes and bus stops in the area. Appendix G shows all transit documentation.

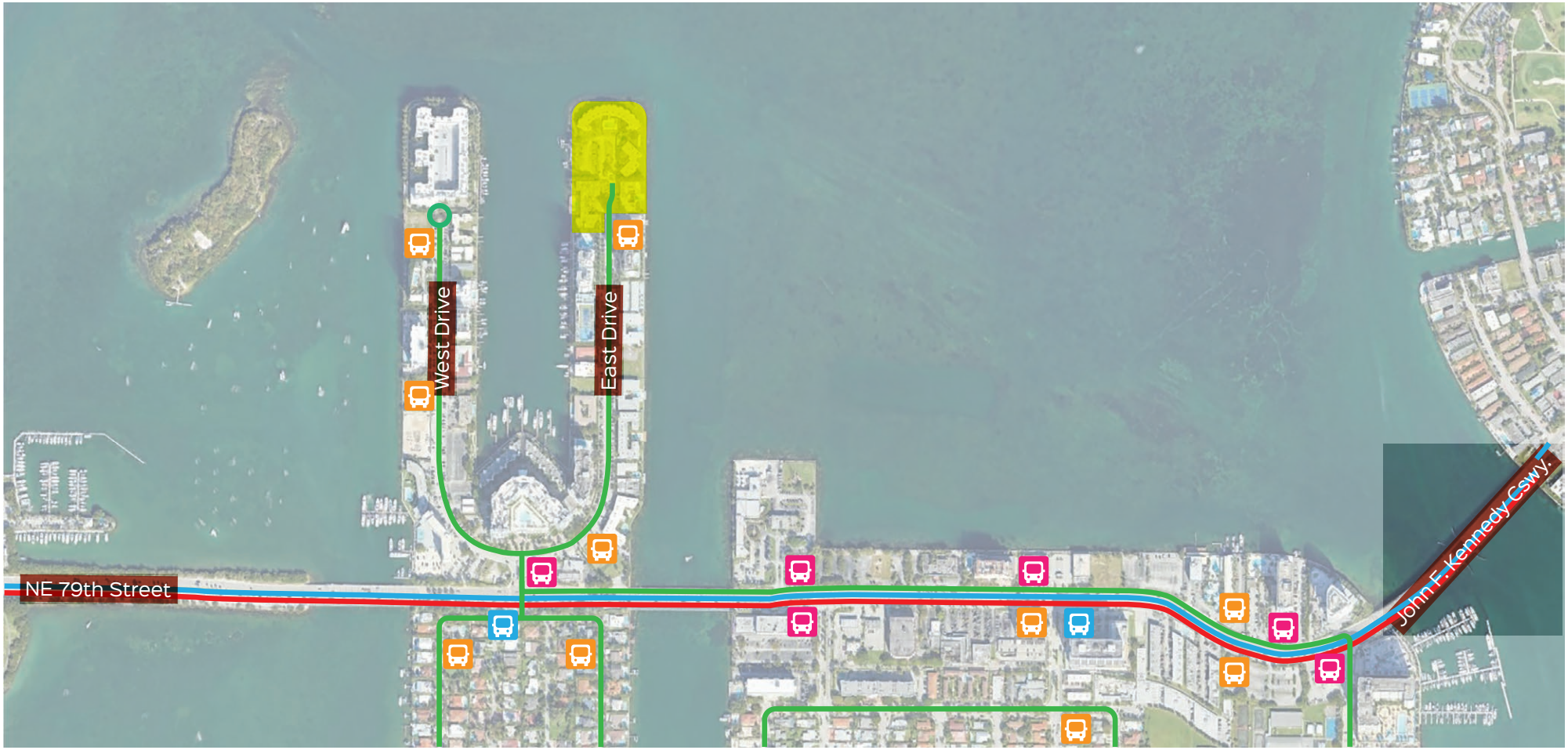


Project Location

Exhibit 18

Mobility - Pedestrian

NORTH
MAP NOT TO SCALE



Bus Stop

Bus & Shuttle Stop

North Bay Village Shuttle Stop

North Bay Village Shuttle

MDC Bus Routes

79 Bus Route

279 Bus Route

Project Location

Exhibit 19

Mobility - Transit

NORTH
MAP NOT TO SCALE

6.0 QUEUING ANALYSIS

6.1 Valet Queuing Analysis

As previously mentioned, the project is proposing optional valet services for the on-site parking garage. The valet drop-off / pick-up area for the two residential towers will be located within the internal roundabout located in the northeast corner of the project. The North Tower valet station will be located on the north side of the roundabout; the East Tower valet station will be located on the south side of the roundabout.

The queuing analyses for the proposed valet drop-off / pick-up area for each tower were performed based on the methodology outlined in the *Institute of Transportation Engineers (ITE) Transportation and Land Development*. The analysis was performed to determine the number of valet parking attendants required during the peak hour of generator so that the queue does not extend past the valet storage areas (95% confidence level analysis), blocking the circulation within the site. The potential queues were calculated based on the PM peak hour of generator (worst case scenario) published by the ITE trip generation rates and/or equations. A trip generation was performed to determine the demand at each valet station. The parking garage provides 798 parking spaces. The tandem parking spaces within the parking garage will be assigned and self-parking. All standard parking spaces (102 parking spaces) on the ground floor for will be reserved for valet parking. All standard (non-tandem) parking spaces on the remaining parking garage floors will be available for vehicles that wish to self-park.

Based on the split between self-parking spaces (696 parking spaces) and the reserved valet parking spaces (102 parking spaces) on the first floor, 13% of vehicles to the site will utilize the valet services. The demand at each valet station was determined based on the distributions of residential units in each tower, 201 units in the North Tower and 163 in the East Tower. Exhibit 20 shows the trip generation summary for the AM and PM peak hour of the generator vehicle trips at each valet station.

Exhibit 20: Valet Trip Generation

Proposed ITE Land Use Designation[1]	Number of Units	Daily Vehicle Trips	AM Peak Hour of Generator Vehicle Trips			PM Peak Hour of Generator Vehicle Trips		
			In	Out	Total	In	Out	Total
Multifamily Housing (High-Rise) *Land Use Code: 222*	364 DU	1,746	28	98	126	91	56	147
Total Gross Trips		**1,746**	**28**	**98**	**126**	**91**	**56**	**147**
North Tower Vehicle Trips (201 DU)		55%	15	54	69	50	31	81
North Tower Valet Vehicle Trips		**13%**	**2**	**7**	**9**	**6**	**4**	**10**
East Tower Vehicle Trips (163 DU)		45%	13	44	57	41	25	66
East Tower Valet Vehicle Trips		**13%**	**2**	**6**	**8**	**5**	**3**	**8**

[1] Based on ITE Trip Generation Manual, 11th Edition.

[2] At the request of Village staff, no deductions were taken for other modes of transit.

The results of the trip generation show that the critical peak hour for valet parking is the PM peak hour of generator. Queuing and queuing trip generation documentation are available in Appendix I.

The queuing analysis used the single-channel waiting line model with Poisson arrivals and exponential service times. The analysis is based on the coefficient of utilization (ρ) which is the ratio of the average arrival rate of vehicles to the average service rate.

$$\rho = \frac{Average\ Demand\ Rate}{Average\ Sevice\ Rate}$$

The average service rate corresponds to the time it will take a valet parking attendant to park or retrieve a vehicle. If the coefficient of utilization is greater than 1, then the calculation will yield an infinite queue length.

The required queue storage (M) is determined using the following equation:

$$M = \left[\frac{\ln P(x > M) - \ln Q_M}{\ln \rho}\right] - 1$$

In this equation, *P(x > M)* is set at 5% to yield a 95% confidence that the queue will not back-up onto the adjacent street.

The processing rates were calculated by adding the time it will take a valet attendant to process the vehicles (**processing time**), the time it will take the attendant to circulate to / from the parking space (**driving time)**, the time it will take the attendant to park or retrieve a vehicle (**park processing time**), the time it will take for a valet attendant to travel through the mechanical arm gate located at the parking garage entrance (**mechanical arm gate lift time)**, and the time it will take the attendant to walk to/from the parking area (**walking time**). A processing time of 60 seconds per vehicle was used in the analysis. The driving time for the valet attendant was calculated using a conservative speed of 10 mph, and the walking time for the valet attendant was calculated on a jogging speed of 6 ft/sec. The following sections (6.1.1 – 6.1.2) show the valet queuing analysis for each tower.

6.1.1 East Tower Valet Queuing

A queuing analysis was performed for the East Tower valet station. The distance from the East Tower valet drop-off / pick-up areas to the parking garage differs for inbound / outbound trips. To determine the average processing time for the East Tower valet parking a weighted average was taken of the inbound / outbound valet processing times for the valet parking spaces based on the entering / exiting split from the PM peak hour of generator (worst case scenario). The weighted average was based on the inbound / outbound trip distribution, which is 62% inbound trips and 38% outbound trips. The East Tower valet processing rates for the inbound and outbound valet parking spaces is shown in Exhibit 21. The weighted East Tower valet processing rate is shown in and 22.

Exhibit 21: East Tower Valet Station Parking Processing Rate

East Tower Inbound Valet Processing Rate	
***Processing time*:**	60 sec / 60 sec / 1 min = ***1.00 min***
***Driving time*:**	765 ft * 1 mile / 5,280 ft * 1hr / 10 miles * 60 min / hr = ***0.87 min***
Park Processing time:	= ***0.15 min***
Mechanical Arm Lift time:	0.07 min / gate * 1 gate = ***0.07 min***
Walking time:	480 ft / 6 ft / sec / 60 sec / min = ***1.33 min***
Total	**= 3.42 min**

Exhibit 21 (Continued): East Tower Valet Station Parking Processing Rate

East Tower Valet Processing Rate	
***Processing time*:**	60 sec / 60 sec / 1 min = ***1.00 min***
***Driving time*:**	650 ft * 1 mile / 5,280 ft * 1hr / 10 miles * 60 min / hr = ***0.87 min***
Park Processing time:	= ***0.15 min***
Mechanical Arm Lift time:	0.07 min / gate * 1 gate = ***0.07 min***
Walking time:	480 ft / 6 ft / sec / 60 sec / min = ***1.33 min***
Total	**= 3.29 min**

Exhibit 22: East Tower Weighted Valet Processing Rate

East Tower Weighted Valet Processing Rate	
62% Inbound:	0.62*3.42 min = ***2.12 min***
38% Outbound:	0.38*3.29 min = ***1.25 min***
Total	**= 3.42 min**

The demand at the East Tower valet station is 8 vehicles during the PM peak hour of generator (worst case scenario). An iterative approach was used to determine the minimum number of valet attendants to serve the demand and ensure that the average queue at the valet station will not extend past the valet storage area. Exhibit 23 shows the queuing calculations for the East Tower valet drop-off / pick-up area.

Exhibit 23: East Tower Valet Station Queuing Calculations

Q = Processing rate = $\frac{60\ min/hr}{3.42\ min/process} = 17.54\ process/hr$

q = Demand Rate = 8 $\frac{veh}{hr}$

N = Service Positions = 2 attendants

ρ = Utilization factor = $\frac{q}{(NQ)} = \frac{8\ veh/hr}{2 \times 17.54\ process/hr} = 0.2280$

Q_m = Table Value = 0.0863

M = queue length which is exceeded 5% of the time [P(x>M)]

$M = \frac{\ln P(x>M) - \ln(Q_m)}{\ln(\rho)} - 1 = \frac{\ln(0.05) - \ln(0.0863)}{\ln(0.2280)} - 1 = -0.63, say\ no$ Vehicles in queue

The results of the analysis show that two valet attendants would be able to handle the demand at the East Tower valet drop-off / pick-up area with no vehicles in queue. It should be noted that the queuing analysis considers the worst-case scenario during the peak hour to ensure that the queue fits within the provided storage. Once operational the development will assess the actual need for valet attendants.

6.1.2 North Tower Valet Queuing

A queuing analysis was performed for the North Tower valet station. The distance from the North Tower valet drop-off / pick-up areas to the parking garage differs for inbound / outbound trips. To determine the average processing time for the North Tower valet parking a weighted average was taken of the inbound / outbound valet processing times based on the entering / exiting split from the PM peak hour of generator (worst case scenario). The weighted average was based on the inbound / outbound trip distribution, which is 62% inbound trips and 38% outbound trips. The North Tower inbound / outbound valet processing rates are shown in Exhibit 24. The North Tower valet processing rate is shown in Exhibit 25.

Exhibit 24: North Tower Valet Station Processing Rate

North Tower Inbound Valet Processing Rate	
***Processing time*:**	60 sec / 60 sec / 1 min = ***1.00 min***
***Driving time*:**	620 ft * 1 mile / 5,280 ft * 1hr / 10 miles * 60 min / hr = ***0.70 min***
Park Processing time:	= ***0.15 min***
Mechanical Arm Lift time:	0.07 min / gate * 1 gate = ***0.07 min***
Walking time:	520 ft / 6 ft / sec / 60 sec / min = ***1.44 min***
Total	**= 3.37 min**
North Tower Outbound Valet Processing Rate	
***Processing time*:**	60 sec / 60 sec / 1 min = ***1.00 min***
***Driving time*:**	790 ft * 1 mile / 5,280 ft * 1hr / 10 miles * 60 min / hr = ***1.97 min***
Park Processing time:	= ***0.15 min***
Mechanical Arm Lift time:	0.07 min / gate * 1 gate = ***0.07 min***
Walking time:	520 ft / 6 ft / sec / 60 sec / min = ***1.44 min***
Total	**= 3.56 min**

Exhibit 25: North Tower Weighted Valet Processing Rate

North Tower Weighted Valet Processing Rate	
62% Inbound:	0.62*3.37 min = ***2.09 min***
38% Outbound:	0.38*3.56 min = ***1.35 min***
Total	**= 3.44 min**

The demand at the North Tower valet station is 11 vehicles during the PM peak hour of generator (worst case scenario). An iterative approach was used to determine the minimum number of valet attendants to serve the demand and ensure that the average queue at the valet station will not extend past the valet storage area. Exhibit 26 shows the queuing calculations for the North Tower valet drop-off / pick-up area.

Exhibit 26: North Tower Valet Station Queuing Calculations

Q = Processing rate = $\frac{60\ min/hr}{3.44\ min/process} = 17.45\ process/hr$

q = Demand Rate = $10\ \frac{veh}{hr}$

N = Service Positions = 2 attendants

ρ = Utilization factor = $\frac{q}{(NQ)} = \frac{10\ veh/hr}{2 \times 17.45\ process/hr} = 0.2866$

Q_m = Table Value = 0.1288

M = queue length which is exceeded 5% of the time [P(x>M)]

$M = \frac{\ln P(x>M) - \ln(Q_m)}{\ln(\rho)} - 1 = \frac{\ln(0.05) - \ln(0.1288)}{\ln(0.2866)} - 1 = -0.24, say\ no$ Vehicles in queue

The results of the analysis show that a total of teo valet attendants would be able to handle the demand at the North Tower valet drop-off / pick-up area with no vehicles in queue. It should be noted that the queuing analysis considers the worst-case scenario during the peak hour to ensure that the queue fits within the provided storage. Once operational the development will assess the actual need for valet attendants.

6.2 Gate Queuing Analysis

A queuing analysis was performed to determine if there is sufficient storage to accommodate the anticipated queue at the parking garage entrances for the project vehicles during the PM peak hour

of generator (worst case scenario) so that the queue does not extend past the parking garage entrances (95% confidence level analysis). The queuing analysis was performed based on the methodology outlined in the *Institute of Transportation Engineers (ITE) Transportation and Land Development*.

Trip generation calculations were performed for the typical weekday AM and PM peak hour of generator (worst case scenario). The project trip generation was based on the rates / equations published by the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition. The entrances to the garage will have a mechanical arm gate, which residents and valet attendants will enter via a card reader. The trip generation assumes that all of the valet trips and half of the self-parking trips will arrive at the east gate and the remaining self-parking trips would utilize the south gate. As the trips expected at the east gate are higher, the queuing analysis was performed based on the projected east gate trips. The trip generation for the demand at the arm gate is summarized in Exhibit 27. Queuing trip generation documentation is available in Appendix I.

Exhibit 27: Peak Hour of Generator Trip Generation

Proposed ITE Land Use Designation[1]	Number of Units	AM Peak Hour of Generator			PM Peak Hour of Generator		
		In	Out	Total	In	Out	Total
Multifamily Housing (High-Rise) *Land Use Code: 222*	364 DU	28	98	126	91	56	147
Total Gross Trips		**28**	**98**	**126**	**91**	**56**	**147**
Trips at South Gate[2]	43%	12	42	54	39	24	63
Trips at East Gate[2]	57%	16	56	72	52	32	84

[1] Based on ITE Trip Generation Manual, 11th Edition.

[2] Trips at gates determined based on valet trips & half the non-valet trips.

The queuing analysis used the single-channel waiting line model with Poisson arrivals and exponential service times. The analysis is based on the coefficient of utilization (ρ) which is the ratio of the average arrival rate of vehicles to the average service rate.

$$\rho = \frac{Average\ Demand\ Rate}{Average\ Sevice\ Rate}$$

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The average service rate corresponds to the time it will take a resident or valet attendant to use an automated card reader. If the coefficient of utilization is greater than 1, then the calculation will yield an infinite queue length.

The required queue storage (M) is determined using the following equation:

$$M = \left[\frac{\ln P(x > M) - \ln Q_M}{\ln \rho}\right] - 1$$

In this equation, *P(x > M)* is set at 5% to yield a 95% confidence that the queue will not back-up past the entrances. Project trip generation for the PM peak hour of generator (the critical inbound hour) was used in the analysis.

Residents and valet attendants will enter the parking garage via a shared lane controlled by a mechanical arm gate. The residents and valet attendants will enter the mechanical gate with a key fob. The processing rate for the resident's entry was based on the time it takes a resident or valet attendant to conservatively pass through the mechanical arm with a key fob. Data for the processing rate was collected at a parking garage with a similar mechanical arm gate (see Appendix I). An average rate of 4.25 second average per vehicle (0.07 minutes per vehicle) was used for the resident and valet attendants processing rate. Exhibit 30 shows the queuing analysis for the parking garage entrances.

Exhibit 28: Garage Entrance Queuing Calculations

Q = Processing rate = $\frac{60\ min/hr}{0.07\ min/process} = 845.07\ process/hr$

q = Demand Rate = $84\ \frac{veh}{hr}$

N = Service Positions = 1 Lane

ρ = Utilization factor = $\frac{q}{(NQ)} = \frac{84\ veh/hr}{1 \times 845.07\ process/hr} = 0.0994$

Q_m = Table Value = 0.0994

M = queue length which is exceeded 5% of the time [P(x>M)]

$M = \frac{\ln P(x>M) - \ln(Q_m)}{\ln(\rho)} - 1 = \frac{\ln(0.05) - \ln(0.0994)}{\ln(0.0994)} - 1 = -0.70$, say 0 vehicles in queue.

The analysis shows that no vehicles on queue is expected at the mechanical arm gate during the PM peak hour of generator. Queuing documentation is provided in Appendix I.

7.0 CONCLUSION

An assessment of the traffic impacts associated with the proposed project was performed in accordance with the requirements of the North Bay Village *Code of Ordinances,* the Village's *Comprehensive Plan,* and the methodology approved by Village staff. The results of the intersection analysis show that the following intersections currently operate and will continue to operate within the North Bay Village overall LOS standards during the AM and PM peak hours:

- 79th Street Causeway / E. Treasure Drive
- 79th Street Causeway / Harbor Island Drive (Larry Paskow Way)
- Harbor Island Drive (Larry Paskow Way) / East Drive / West Drive

The results show that the E. Treasure Drive / 79th Street Causeway intersection experiences delay at the southbound approach during the AM and PM peak hours, and at the northbound approach during the PM peak hour for existing, future without project, and future with project conditions. This is an existing condition. **The project adds no trips to the northbound and southbound approaches of this intersection.** The Harbor Island Drive / 79th Street Causeway intersection experiences delay at the northbound approach during both the AM and PM peak hours. The southbound approach of this intersection also experiences delays during the AM peak hour for existing, future without project, and future with project conditions. This is an existing condition. The project does not increase the southbound approach delay and adds no trips to the northbound approach. Furthermore, the project only increases the total traffic volumes at the intersection by 1.5%.

The results of the roadway segment analysis show that all the studied roadway segments currently operate and will continue to operate within the Village's overall LOS standards during the AM and PM peak hours:

- East Drive, east of Harbor Island Drive
- 79th Street Causeway between Harbor Island Drive and the Project Driveway

As part of the study, the mobility and circulation within the study area was evaluated. The project area is currently served by Miami-Dade bus routes 79 and 279 and the North Bay Village Shuttle.

The project is also located in an area that is conducive for pedestrian activities. Bike lanes are available on both sides of the 79th Street Causeway, ample sidewalks are available along all roadways, and the major intersections adjacent to the site have clearly marked and signalized crosswalks. These conditions surrounding the project facilitate pedestrian activity to and from nearby schools, restaurants, retail, and entertainment; encouraging the use of other modes of transportation and reducing the vehicular impact on the roadway network.

As part of the study, a queuing analysis was performed for the East and North Tower valet stations. The results of the queuing analysis for the valet stations show that a total of two valet attendants would be able to handle the demand at the North Tower valet drop-off / pick-up area with no projected vehicles in the queue; two valet attendants would be able to handle the demand at the East Tower valet drop-off / pick-up area with no vehicles in queue. It should be noted that the queuing analysis considers the worst-case scenario during the peak hour to ensure that the queue fits within the provided valet storage area. Once operational the development will assess the actual need for valet attendants.

A gate queuing analysis was also performed for the parking garage entrances. The analysis was performed to determine if the gate entrance has sufficient storage to accommodate the anticipated queues so that the queue does not extend past the parking garage entrances (95% confidence level). The analysis shows that no vehicles on queue are expected at the mechanical arm gates during the PM peak hour of generator (worst case scenario).

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Appendix A
Site Plan

NORTH TOWER		F-F	HGT	Units/ Level	1BR	2BR	3BR	4BR	NSF	TERRACES	GSF (INT. A/C)	FLR PLATE
Roof			**497.47**									
Level 43	Units	12.67	484.8	3			1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 42	Units	10.67	474.13	3			1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 41	Units	10.67	463.46	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 40	Units	10.67	452.79	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 39	Units	10.67	442.12	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 38	Units	10.67	431.45	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 37	Units	10.67	420.78	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 36	Units	10.67	410.11	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 35	Units	10.67	399.44	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 34	Units	10.67	388.77	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 33	Units	12.67	376.1	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 32	Units	12.67	363.43	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 31	Units	10.67	352.76	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 30	Units	10.67	342.09	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 29	Units	10.67	331.42	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 28	Units	10.67	320.75	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 27	Units	10.67	310.08	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 26	Units	10.67	299.41	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 25	Units	10.67	288.74	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 24	Units	10.67	278.07	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 23	Units	10.67	267.4	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 22	Units	12.67	254.73	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 21	Units	12.67	242.06	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 20	Units	10.67	231.39	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 19	Units	10.67	220.72	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 18	Units	10.67	210.05	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 17	Units	10.67	199.38	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 16	Units	10.67	188.71	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 15	Units	10.67	178.04	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 14	Units	10.67	167.37	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 13	Units	12.67	154.7	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 12	Units	12.67	142.03	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 11	Units	10.67	131.36	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 10	Units	10.67	120.69	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 9	Units	10.67	110.02	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 8	Units	10.67	99.35	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 7	Units	10.67	88.68	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 6	Units	10.67	78.01	5		2	1	2	10,792 sf	2,563 sf	13,355 sf	15,918 sf
Level 5	Amenities	20	**58.01**							2,778 sf	9,941 sf	12,719 sf
Level 4	Units + Parking	16.67	41.34	5	1	2		2	10,144 sf	2,778 sf	12,922 sf	15,700 sf
Level 3	Units + Parking	10.67	30.67	5	1	2		2	10,144 sf	2,778 sf	12,922 sf	15,700 sf
Level 2	Units + Parking	10.67	20	5	1	2		2	10,144 sf	2,778 sf	12,922 sf	15,700 sf
Mezz.	Parking	10									2,790 sf	2,790 sf
Level 1	Lobby + Amenities	20									10,274 sf	10,274 sf
TOTALS				**Units**	**1BR**	**2BR**	**3BR**	**4BR**	**NSF**	**TERRACES**	**GSF**	**FLR PLATE**
				201	3	78	38	82	440,528 sf	108,506 sf	569,261 sf	677,767 sf
					1%	*39%*	*19%*	*41%*				

EAST TOWER		F-F	HGT	Units/ Level	1BR	2BR	3BR	4BR	NSF	TERRACES	GSF (INT. A/C)	FLR PLATE
Roof			**497.47**									
Level 43	Units	12.67	484.8	3			1	2	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 42	Units	10.67	474.13	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 41	Units	10.67	463.46	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
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Level 37	Units	10.67	420.78	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 36	Units	10.67	410.11	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 35	Units	10.67	399.44	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 34	Units	10.67	388.77	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 33	Units	12.67	376.1	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 32	Units	12.67	363.43	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 31	Units	10.67	352.76	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 30	Units	10.67	342.09	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 29	Units	10.67	331.42	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 28	Units	10.67	320.75	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 27	Units	10.67	310.08	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 26	Units	10.67	299.41	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 25	Units	10.67	288.74	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 24	Units	10.67	278.07	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 23	Units	10.67	267.4	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 22	Units	12.67	254.73	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 21	Units	12.67	242.06	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 20	Units	10.67	231.39	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 19	Units	10.67	220.72	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 18	Units	10.67	210.05	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 17	Units	10.67	199.38	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 16	Units	10.67	188.71	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 15	Units	10.67	178.04	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 14	Units	10.67	167.37	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 13	Units	12.67	154.7	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 12	Units	12.67	142.03	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 11	Units	10.67	131.36	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 10	Units	10.67	120.69	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 9	Units	10.67	110.02	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 8	Units	10.67	99.35	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 7	Units	10.67	88.68	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 6	Units	10.67	78.01	4		2	1	1	8,250 sf	1,793 sf	10,043 sf	11,836 sf
Level 5	Amenities	20	**58.01**								1,728 sf	8,432 sf	10,160 sf
Level 4	Units + Parking	16.67	41.34	4			3	1	8,018 sf	1,728 sf	9,746 sf	11,474 sf
Level 3	Units + Parking	10.67	30.67	4			3	1	8,018 sf	1,728 sf	9,746 sf	11,474 sf
Level 2	Units + Parking	10.67	20	4			3	1	8,018 sf	1,728 sf	9,746 sf	11,474 sf
Mezz.	Parking	10									2,187 sf	2,187 sf
Level 1	Lobby	20									7,896 sf	7,896 sf
TOTALS				**Units**	**1BR**	**2BR**	**3BR**	**4BR**	**NSF**	**TERRACES**	**GSF**	**FLR PLATE**
				163	0	83	38	42	337,554 sf	75,046 sf	429,387 sf	504,433 sf
					0%	*51%*	*23%*	*26%*				

TOTAL PROJECT:		Units	1BR	2BR	3BR	4BR	NSF	TERRACES	GSF	FLR PLATE
Average Unit Size:	*2,138 sf*	**364**	**3**	**161**	**76**	**124**	**778,082 sf**	**183,552 sf**	**998,648 sf**	**1,538,916 sf**
			1%	*44%*	*21%*	*34%*				

PARKING				SPACES	GSF
			58.01		
Level 4	Parking	16.67	41.34	191	62,714 GSF
Level 3	Parking	10.67	30.67	192	62,860 GSF
Level 2	Parking	10.67	20	183	61,389 GSF
Mezz.	Parking	10		130	47,510 GSF
Level 1	Parking	20		102	60,030 GSF
TOTALS				**798 spaces**	294,503 GSF

Parking Ratio:
2.19

* Amenities are included in the main table

AMENITIES		NORTH	EAST	DECK	GSF
Level 5	Amenities	9,941 sf	8,432 sf	62,213 sf	80,586 GSF
Mezzanine	Amenities	2,790 sf	2,187 sf		4,977 GSF
Level 1	Amenities	10,274 sf	7,896 sf		18,170 GSF
TOTALS					**103,733 GSF**

HARBOR ISLAND DEVELOPMENT PROJECT

PROJECT ADDRESS:
7946, 8000, 8010, 8020 EAST DRIVE NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800 MIAMI, FL 33133

ARQUITECTONICA
2900 Oak Avenue
Miami, Florida 33133
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CIVIL ENGINEER:
KIMLEY HORN
2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
WITKIN HULTS + PARTNERS
307 SOUTH 21ST AVENUE, HOLLYWOOD, FL
PHONE: 954-923-9681

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

ADD CONSULTANT:

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: # AA C000465

PROJECT NUMBER:
000.000.000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 06/27/2025

SHEET NAME:
PROJECT DATA

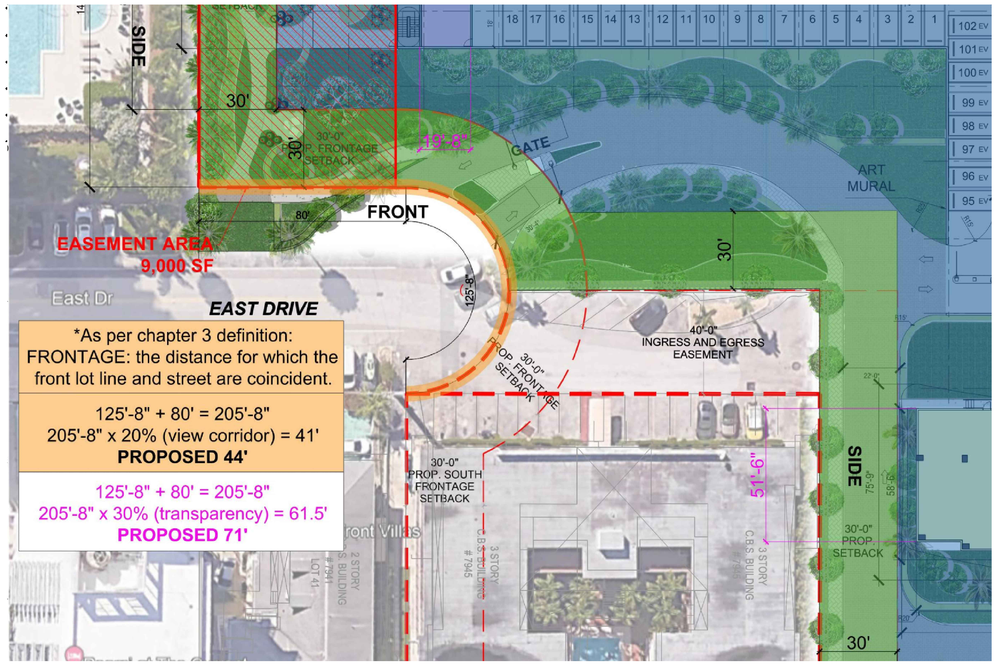
SCALE:

SHEET NUMBER:
A0-03

Zone - RM-70	Proposed 8000 East SAP
Lot Area - Gross	179,536 sf
Lot Area - Net	179,536 sf
Lot Acreage - Gross	4.12 acres
Lot Acreage - Net	4.12 acres

ZONING REQUIREMENT Harbor Island				
	FACTOR	**REQ'D/ ALLOWABLE**		**PROVIDED**
Lot Area		11,200 sf		179,536 sf
Min. Pervious Area	30% Lot Area Min.	53,861 sf	36%	65,126 sf
Min. Green Area	20% Lot Area Min.	35,907 sf	28%	49,980 sf
Max. Density	70 du/acre	288 units	87 units	364 units
			30% of Max. Density	
Min. Frontage		80 ft		205.67 ft
Frontage Transparency		30%	205'8" frontage x 30%= 61.5'	71 ft
Building Setbacks				
Rear/Waterfront		25 ft	North Frontage	25 ft
		25 ft	East Frontage	25 ft
		25 ft	West Frontage	25 ft
One Side (Interior)		15 ft	South East	30 ft
Second Side (Interior)	20% of Lot Width	41 ft	South West	44 ft
	205'8" frontage x 20%= 41'			
Total Side Setback Area -		30 ft	N/A	N/A
Structure Free at Ground				
Level				
Min. Floor Area				
One-Bedroom		750 ft		1,288 ft
Two-Bedroom		1,100 ft		1,717 ft
Three-Bedroom		1,300 ft		2,049 ft
Height				
Max. Building Height		Per SAP		**497.47 ft**
Proposed 8000 East SAP				

PARKING REQUIREMENTS Harbor Island				
		FACTOR	**RECOMMENDED**	**PROVIDED**
Residential				
One- Bedroom	3 units	1.25	4 spaces	6 spaces
Two-Bedroom	161 units	1.75	282 spaces	322 spaces
Three- Bedroom	76 units	2.25	171 spaces	152 spaces
Four- Bedroom	124 units	2.75	341 spaces	248 spaces
			798 spaces	**728 spaces**
Visitors		10%	80 spaces	73 spaces
	Subtotal Maximum Parking		**877 spaces**	**798 spaces**
	Total ADA	2% of total	18 spaces	16 spaces
TOTAL MAXIMUM PARKING RECOMMENDED:			**877 spaces**	
TOTAL PARKING PROVIDED:				**798 spaces**
TOTAL EV PARKING PROVIDED:				**161 spaces**
Bike Parking		1 Bike Rack Req'd Every 20 Parking spaces	44	58
Loading				
Residential	**Per 9.4.B.2** Multifamily residential, hotel/motel,hospital,spa, place of public assembly or similar use.	3 spaces Req'd Over a 100,000 sf	1,120,616 sf	**4x** 360 sf



HARBOR ISLAND DEVELOPMENT PROJECT

PROJECT ADDRESS:
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REVISIONS:

ISSUE #	DESCRIPTION	DATE

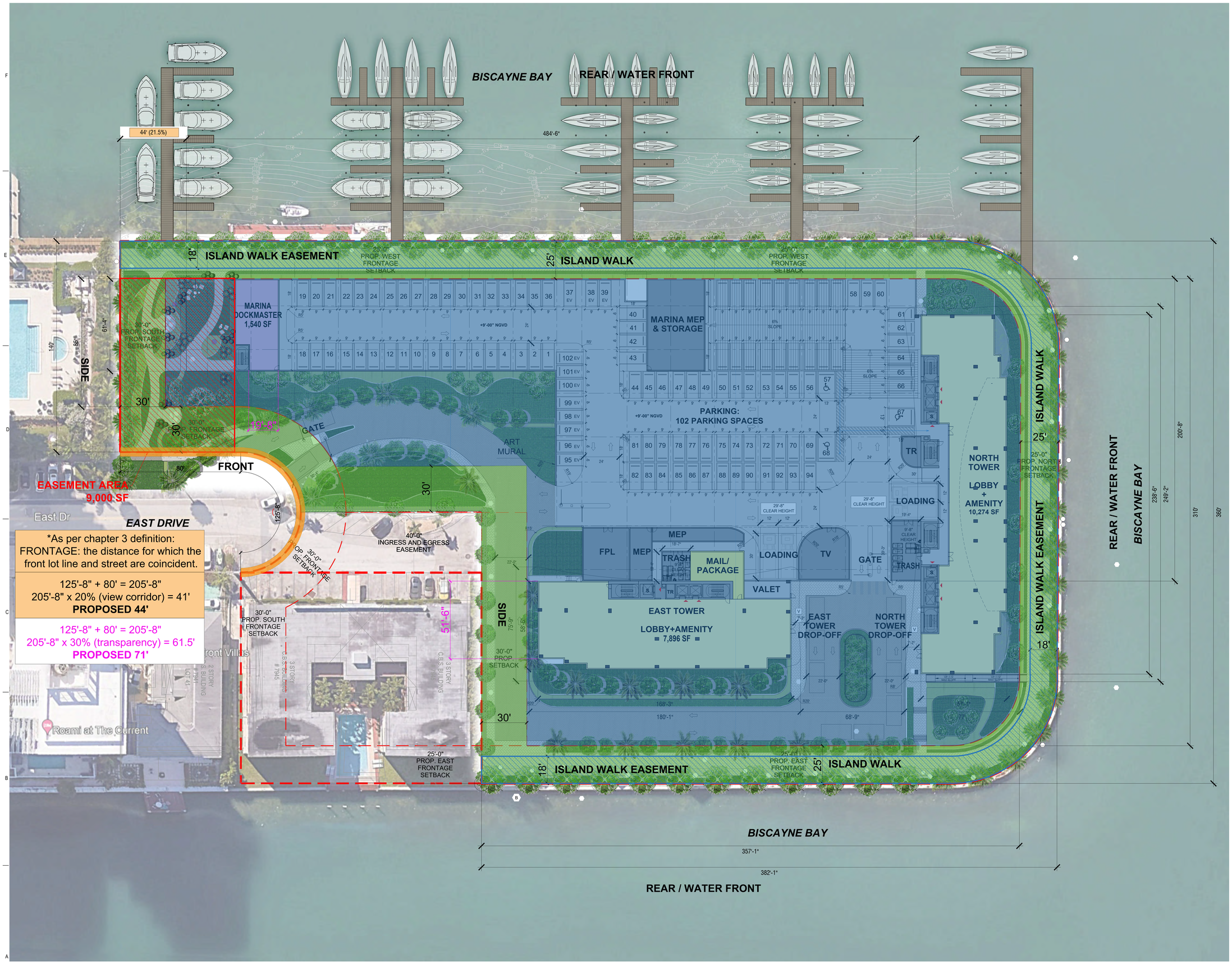
PROJECT STATUS:

SHEET ISSUE DATE: 06/27/2025

SHEET NAME:
ZONING DATA

SCALE:

SHEET NUMBER:
A0-04



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REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 06/27/2025

SHEET NAME:
SETBACK DIAGRAM

SCALE: 1" = 20'

SHEET NUMBER:

A0-06

Appendix B
Methodology and correspondence with the Village

DAVID PLUMMER & ASSOCIATES
TRAFFIC ENGINEERING • CIVIL ENGINEERING • TRANSPORTATION PLANNING

1750 PONCE DE LEON BOULEVARD | CORAL GABLES, FLORIDA 33134
305•447•0900 | DPA@DPLUMMER.COM

Harbor Island NBV
Traffic Study Methodology

May 1, 2024
Revised May 9, 2024

DPA will undertake a Traffic Impact Analysis as required by North Bay Village. This methodology will provide the details of the Traffic Impact Analysis proposed for this development. This methodology is based on the requirements from the Village. Confirmation of this methodology will be requested from the Village prior to performing the study.

Location: The proposed project will be located at 8000-8020 and 7946 East Drive in North Bay Village, FL. The project proposes a new residential development consisting of 364 residential units. Access to the proposed parking garage will be provided via two-way driveway located on East Drive. The site will replace the existing Biscayne Sea Club apartments which is a 3-story residential development consisting of 51 dwelling units and the Majestic Isles apartments that is also a 3-story residential development consisting of 36 dwelling units. The proposed site plan is provided in Attachment A.

Methodology: The proposed methodology is outlined below:

Study Area
The study area for the project will include the following intersections:

- 79th Street Causeway / Larry Paskow Way (Signalized)
- Larry Paskow Way / East Drive (Un-signalized)
- 79th Street Causeway / East Treasure Drive (Signalized)

The study are will also include the following roadway links:

- 79th Street Causeway between the Larry Paskow Parkway and E. Treasure Drive
- East Drive, east of Harbor Island Drive in each direction

Analysis Scenarios
The analysis scenarios for this study are as follows:

- Existing year (2024)
- Project build-out year (2026) without project trips (background traffic)
- Project build-out year (2026) with project trips (total traffic)

Data Collection

- Turning movement counts (TMCs) collected during the morning (7 – 9 am) and afternoon (4 – 6 pm) peak hour conditions of a regular weekday, when schools are in session, at the study intersections will be used for the intersection and link analysis.
- Collected counts will be adjusted to reflect the AM and PM peak hour average daily traffic conditions for the intersection analysis. The traffic volumes will be adjusted by applying the corresponding peak season conversion factors obtained from the latest *Florida Department of Transportation (FDOT) Peak Season Factor Category Report.*
- Field reviews will be performed to obtain existing physical and operating characteristics of the roadway network within the study area. Data to be acquired will include the number and type of traffic lanes, intersection geometrics, signal timings, speed limit information, and other appropriate physical and operating characteristics.
- Roadway improvements included within the first three years of the 5-year FDOT Work Program or roadway improvements identified by the Village will be assumed as committed for analysis purposes.

Existing Conditions Intersection / Link Analysis

- Intersection capacity analyses will be evaluated for the study area intersections using the Synchro software. Access driveways will be included as part of the LOS analysis. All input files will be provided for review purposes.
- Link / Segment capacity will be estimated using service volumes obtained from the generalized vehicular capacities from the latest FDOT Quality / LOS Handbook.

Future Conditions Intersection / Link Analysis – Background Traffic Conditions

- Future background traffic volumes will be determined by applying a compound growth rate to existing volumes and adding committed development traffic (if any). The growth rate will be calculated based on a review of historical volumes obtained from FDOT and Miami-Dade County. If the historical growth rate is calculated to be less than 0.5 percent, a 0.5 percent annual growth will be used for analysis purposes.
- Committed development information (if any) will be requested and provided by the Village.
- Committed roadway improvements will be obtained from the 2*024 Miami-Dade County TIP* and/or FDOT's *5-year program*. Any programmed improvement that increases capacity will be included in the analysis.
- Planned roadway improvements will be obtained from MDC's *2045 Long Range Plan* for documentation purposes only.
- Measure of Effectiveness (MOEs) – the following MOEs will be included in the report:
    - Level of Service Analysis (LOS A through F)
    - Queue Lengths (95% confidence level)
    - Vehicular Delay

Project Trip Generation

Using information contained in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual*, 11th Edition, trips associated with the existing and proposed development will be estimated. If applicable, pass-by and internal capture trips will be established based on the ITE, *Trip Generation Manual, Users Guide and Handbook*, 3rd Edition. A deduction for other modes of transportation will be based on local characteristics and/or modal splits near the proposed

development. Exhibit 1 shows the trip generation summary. Trip generation documentation is available in Attachment B.

Exhibit1: Trip Generation Summary

Proposed Uses

Proposed ITE Land Use Designation[1]	Number of Units	Daily Vehicle Trips	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
			In	Out	Total	In	Out	Total
Multifamily Housing (High-Rise) *Land Use Code: 222*	364 DU	1,746	26	73	99	73	45	118
Total Gross Trips		**1,746**	**26**	**73**	**99**	**73**	**45**	**118**

Existing Use

Existing ITE Land Use Designation[1]	Number of Units	Daily Vehicle Trips	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
			In	Out	Total	In	Out	Total
Multifamily Housing (Low-Rise) *Land Use Code: 220*	87 DU	632	12	38	50	37	21	58
Total Gross Trips		**632**	**12**	**38**	**50**	**37**	**21**	**58**

New External Trips

	Daily Vehicle Trips	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
		In	Out	Total	In	Out	Total
Proposed	**1,746**	**26**	**73**	**99**	**73**	**45**	**118**
Existing	**-632**	**-12**	**-38**	**-50**	**-37**	**-21**	**-58**
Difference	**1,114**	**14**	**35**	**49**	**36**	**24**	**60**

[1] Based on ITE Trip Generation Manual, 11th Edition.

2 At the request of Village staff, no deductions were taken for other modes of transit.

Project Trip Distribution

Trip Distribution / Trip Assignment – Net new external project traffic will be assigned to the adjacent street network using the appropriate cardinal distribution from the *Miami-Dade 2045 Long Range Transportation Plan Update*, published by the *Transportation Planning Organization*. Normal traffic patterns and local roadway characteristics will also be considered when assigning project trips.

Future Conditions Intersection / Link Analysis – Total Traffic Conditions

- Future total traffic volumes will be determined by adding project trips to committed development and background traffic volumes.
- Intersection capacity analyses will be evaluated using the Synchro software. Signal timings may be optimized for future conditions analyses. Signal timing optimizations and modifications will be coordinated with Miami Dade County Public Works Traffic and Signs Division for approval as necessary.

- For intersections that fail to operate at an acceptable level of service, improvements will be recommended to mitigate the impacts of project trips from the proposed development. The improvements are intended to mitigate project traffic impacts, the improvements will not necessarily result in the intersection operating at an acceptable level of service.
- Link / Segment capacity will be estimated using generalized vehicular capacities from the latest FDOT LOS Manual. The roadway link analyses will be completed for peak hour directional and two-way traffic volumes.
- Alternative modes of transportation in the area will be described in the report.

Other Considerations:

- An Auto-turn analysis for the proposed loading area will be conducted.
- If there is a gated parking garage, the consultant will perform a queuing analysis. A queuing analysis will be performed at the gated entrance per the methods outlined in the Institute of Transportation Engineers (ITE) Transportation and Land Development. The vehicle queue (M) will be calculated based on processing rate, demand rate, service positions, and utilization factor as necessary. The analysis will be done to ensure that there is sufficient on-site vehicle stacking so that there is no vehicle back-up onto the public right-of-way. Peak hour demand will be estimated at the project's entrances. The analysis will consider both demand and typical service times per vehicle. The gated entrances capacity will be a function of the numbers of lanes, type of service provided and geometrics. The analysis, conclusions, and recommendations will be documented in the traffic report.

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Appendix C
Data Collection
Traffic Volumes
Signal Timings
Historic Background Growth
Cardinal Distribution
FDOT LOS Handbook Tables & Seasonal Factors

Traffic Volumes

National Data & Surveying Services

Intersection Turning Movement Count

Location: Larry Paskow Way/Harbor Island Dr & 79th St/John F Kennedy Causeway/SR 934
City: North Bay Village
Control: Signalized

Project ID: 24-140149-001
Date: 5/14/2024

Data - Total

NS/EW Streets:	Larry Paskow Way/Harbor Island Dr				Larry Paskow Way/Harbor Island Dr				79th St/John F Kennedy Causeway/SR 934				79th St/John F Kennedy Causeway/SR 934				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
7:00 AM	4	2	4	0	20	3	50	0	8	224	3	0	0	241	12	1	572
7:15 AM	1	0	5	0	25	0	48	0	15	335	6	0	2	313	4	0	754
7:30 AM	9	1	4	0	18	0	50	0	8	376	4	0	2	330	4	1	807
7:45 AM	8	0	7	0	45	0	58	0	23	374	3	0	6	326	8	0	858
8:00 AM	16	0	5	0	40	1	48	0	20	430	7	0	5	291	9	0	872
8:15 AM	4	2	3	0	35	1	47	0	25	346	3	1	2	379	18	3	869
8:30 AM	12	1	8	0	23	0	66	0	23	340	8	0	6	324	25	0	836
8:45 AM	7	1	5	0	27	0	53	0	23	323	10	0	2	376	20	1	848
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	61	7	41	0	233	5	420	0	145	2748	44	1	25	2580	100	6	6416
APPROACH %'s :	55.96%	6.42%	37.61%	0.00%	35.41%	0.76%	63.83%	0.00%	4.94%	93.53%	1.50%	0.03%	0.92%	95.17%	3.69%	0.22%	
PEAK HR :	07:45 AM - 08:45 AM																TOTAL
PEAK HR VOL :	40	3	23	0	143	2	219	0	91	1490	21	1	19	1320	60	3	3435
PEAK HR FACTOR :	0.625	0.375	0.719	0.000	0.794	0.500	0.830	0.000	0.910	0.866	0.656	0.250	0.792	0.871	0.600	0.250	0.985
	0.786				0.883				0.877				0.872				

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
4:00 PM	10	1	3	0	15	2	37	0	44	289	7	0	5	440	23	0	876
4:15 PM	2	1	5	0	20	1	34	1	47	234	7	0	4	406	24	1	787
4:30 PM	7	2	0	0	17	0	40	0	48	294	11	1	3	470	20	0	913
4:45 PM	6	0	1	0	19	0	36	0	49	309	8	1	2	422	20	3	876
5:00 PM	10	1	5	0	19	1	39	0	45	295	8	0	1	444	24	2	894
5:15 PM	6	0	5	0	18	0	32	0	52	321	7	1	6	393	26	3	870
5:30 PM	5	0	4	0	22	1	37	0	59	356	11	0	7	386	23	2	913
5:45 PM	4	1	6	0	30	0	42	0	54	336	6	0	6	403	22	1	911
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	50	6	29	0	160	5	297	1	398	2434	65	3	34	3364	182	12	7040
APPROACH %'s :	58.82%	7.06%	34.12%	0.00%	34.56%	1.08%	64.15%	0.22%	13.72%	83.93%	2.24%	0.10%	0.95%	93.65%	5.07%	0.33%	
PEAK HR :	05:00 PM - 06:00 PM																TOTAL
PEAK HR VOL :	25	2	20	0	89	2	150	0	210	1308	32	1	20	1626	95	8	3588
PEAK HR FACTOR :	0.625	0.500	0.833	0.000	0.742	0.500	0.893	0.000	0.890	0.919	0.727	0.250	0.714	0.916	0.913	0.667	0.982
	0.734				0.837				0.910				0.928				

National Data & Surveying Services

Intersection Turning Movement Count

Location: Larry Paskow Way/Harbor Island Dr & 79th St/John F Kennedy Causeway/SR 934
City: North Bay Village
Control: Signalized

Project ID: 24-140149-001
Date: 5/14/2024

Data - Cars

NS/EW Streets:	Larry Paskow Way/Harbor Island Dr				Larry Paskow Way/Harbor Island Dr				79th St/John F Kennedy Causeway/SR 934				79th St/John F Kennedy Causeway/SR 934				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
7:00 AM	4	2	4	0	19	3	50	0	7	212	3	0	0	237	10	1	552
7:15 AM	1	0	5	0	24	0	47	0	14	319	6	0	2	304	4	0	726
7:30 AM	9	1	4	0	18	0	49	0	8	363	4	0	2	325	4	1	788
7:45 AM	8	0	7	0	44	0	57	0	22	360	3	0	6	319	7	0	833
8:00 AM	16	0	5	0	40	1	48	0	20	411	7	0	5	290	9	0	852
8:15 AM	4	2	3	0	35	1	45	0	23	334	3	1	1	372	17	3	844
8:30 AM	12	1	7	0	23	0	66	0	23	319	8	0	5	316	25	0	805
8:45 AM	6	1	5	0	27	0	52	0	23	308	10	0	2	366	20	1	821
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	60	7	40	0	230	5	414	0	140	2626	44	1	23	2529	96	6	6221
APPROACH %'s :	56.07%	6.54%	37.38%	0.00%	35.44%	0.77%	63.79%	0.00%	4.98%	93.42%	1.57%	0.04%	0.87%	95.29%	3.62%	0.23%	
PEAK HR :	07:45 AM - 08:45 AM																TOTAL
PEAK HR VOL :	40	3	22	0	142	2	216	0	88	1424	21	1	17	1297	58	3	3334
PEAK HR FACTOR :	0.625	0.375	0.786	0.000	0.807	0.500	0.818	0.000	0.957	0.866	0.656	0.250	0.708	0.872	0.580	0.250	0.978
	0.774				0.891				0.876				0.875				

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
4:00 PM	10	1	3	0	15	2	37	0	44	288	7	0	4	425	22	0	858
4:15 PM	2	1	5	0	20	1	33	1	47	226	7	0	4	393	24	1	765
4:30 PM	7	2	0	0	17	0	40	0	48	290	11	1	3	454	19	0	892
4:45 PM	5	0	1	0	18	0	35	0	46	303	8	1	2	413	19	3	854
5:00 PM	10	1	5	0	19	1	37	0	45	290	8	0	1	429	24	2	872
5:15 PM	6	0	5	0	18	0	30	0	52	317	7	1	6	386	26	3	857
5:30 PM	4	0	4	0	22	1	36	0	59	354	11	0	7	380	22	2	902
5:45 PM	4	1	6	0	30	0	42	0	54	335	6	0	6	392	22	1	899
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	48	6	29	0	159	5	290	1	395	2403	65	3	33	3272	178	12	6899
APPROACH %'s :	57.83%	7.23%	34.94%	0.00%	34.95%	1.10%	63.74%	0.22%	13.78%	83.85%	2.27%	0.10%	0.94%	93.62%	5.09%	0.34%	
PEAK HR :	05:00 PM - 06:00 PM																TOTAL
PEAK HR VOL :	24	2	20	0	89	2	145	0	210	1296	32	1	20	1587	94	8	3530
PEAK HR FACTOR :	0.600	0.500	0.833	0.000	0.742	0.500	0.863	0.000	0.890	0.915	0.727	0.250	0.714	0.925	0.904	0.667	0.978
	0.719				0.819				0.907				0.937				

National Data & Surveying Services

Intersection Turning Movement Count

Location: Larry Paskow Way/Harbor Island Dr & 79th St/John F Kennedy Causeway/SR 934
City: North Bay Village
Control: Signalized

Project ID: 24-140149-001
Date: 5/14/2024

Data - HT

NS/EW Streets:	Larry Paskow Way/Harbor Island Dr				Larry Paskow Way/Harbor Island Dr				79th St/John F Kennedy Causeway/SR 934				79th St/John F Kennedy Causeway/SR 934				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
7:00 AM	0	0	0	0	1	0	0	0	1	12	0	0	0	4	2	0	20
7:15 AM	0	0	0	0	1	0	1	0	1	16	0	0	0	9	0	0	28
7:30 AM	0	0	0	0	0	0	1	0	0	13	0	0	0	5	0	0	19
7:45 AM	0	0	0	0	1	0	1	0	1	14	0	0	0	7	1	0	25
8:00 AM	0	0	0	0	0	0	0	0	0	19	0	0	0	1	0	0	20
8:15 AM	0	0	0	0	0	0	2	0	2	12	0	0	1	7	1	0	25
8:30 AM	0	0	1	0	0	0	0	0	0	21	0	0	1	8	0	0	31
8:45 AM	1	0	0	0	0	0	1	0	0	15	0	0	0	10	0	0	27
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	1	0	1	0	3	0	6	0	5	122	0	0	2	51	4	0	195
APPROACH %'s :	50.00%	0.00%	50.00%	0.00%	33.33%	0.00%	66.67%	0.00%	3.94%	96.06%	0.00%	0.00%	3.51%	89.47%	7.02%	0.00%	
PEAK HR :	07:45 AM - 08:45 AM																TOTAL
PEAK HR VOL :	0	0	1	0	1	0	3	0	3	66	0	0	2	23	2	0	101
PEAK HR FACTOR :	0.000	0.000	0.250	0.000	0.250	0.000	0.375	0.000	0.375	0.786	0.000	0.000	0.500	0.719	0.500	0.000	0.815
	0.250				0.500				0.821				0.750				

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
4:00 PM	0	0	0	0	0	0	0	0	0	1	0	0	1	15	1	0	18
4:15 PM	0	0	0	0	0	0	1	0	0	8	0	0	0	13	0	0	22
4:30 PM	0	0	0	0	0	0	0	0	0	4	0	0	0	16	1	0	21
4:45 PM	1	0	0	0	1	0	1	0	3	6	0	0	0	9	1	0	22
5:00 PM	0	0	0	0	0	0	2	0	0	5	0	0	0	15	0	0	22
5:15 PM	0	0	0	0	0	0	2	0	0	4	0	0	0	7	0	0	13
5:30 PM	1	0	0	0	0	0	1	0	0	2	0	0	0	6	1	0	11
5:45 PM	0	0	0	0	0	0	0	0	0	1	0	0	0	11	0	0	12
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	2	0	0	0	1	0	7	0	3	31	0	0	1	92	4	0	141
APPROACH %'s :	100.00%	0.00%	0.00%	0.00%	12.50%	0.00%	87.50%	0.00%	8.82%	91.18%	0.00%	0.00%	1.03%	94.85%	4.12%	0.00%	
PEAK HR :	05:00 PM - 06:00 PM																TOTAL
PEAK HR VOL :	1	0	0	0	0	0	5	0	0	12	0	0	0	39	1	0	58
PEAK HR FACTOR :	0.250	0.000	0.000	0.000	0.000	0.000	0.625	0.000	0.000	0.600	0.000	0.000	0.000	0.650	0.250	0.000	0.659
	0.250				0.625				0.600				0.667				

National Data & Surveying Services

Intersection Turning Movement Count

Location: Larry Paskow Way/Harbor Island Dr & 79th St/John F Kennedy Causeway/SR 934
City: North Bay Village
Control: Signalized

Project ID: 24-140149-001
Date: 5/14/2024

Data - Bikes

NS/EW Streets:	Larry Paskow Way/Harbor Island Dr				Larry Paskow Way/Harbor Island Dr				79th St/John F Kennedy Causeway/SR 934				79th St/John F Kennedy Causeway/SR 934				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	2
7:15 AM	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	2
7:30 AM	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
7:45 AM	0	0	0	0	1	0	0	0	0	1	0	0	0	3	0	0	5
8:00 AM	0	0	0	0	0	0	0	0	0	1	0	0	0	2	0	0	3
8:15 AM	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	2
8:30 AM	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	2
8:45 AM	0	0	0	0	0	0	1	0	0	2	0	0	0	1	0	0	4
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	0	0	0	1	0	1	0	0	8	0	0	0	11	0	0	21
APPROACH %'s :					50.00%	0.00%	50.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	
PEAK HR :	07:45 AM - 08:45 AM																TOTAL
PEAK HR VOL :	0	0	0	0	1	0	0	0	0	4	0	0	0	7	0	0	12
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.250	0.000	0.000	0.000	0.000	1.000	0.000	0.000	0.000	0.583	0.000	0.000	0.600
					0.250				1.000				0.583				

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
4:00 PM	0	0	0	0	0	0	0	0	0	3	0	0	0	3	0	0	6
4:15 PM	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	2
4:30 PM	0	0	0	0	1	0	0	0	0	2	0	0	0	1	0	0	4
4:45 PM	0	0	0	0	0	0	0	0	0	3	0	0	0	1	0	0	4
5:00 PM	0	0	0	0	0	0	0	0	0	1	1	0	0	1	0	0	3
5:15 PM	0	0	0	0	1	0	0	0	0	2	0	0	0	3	0	0	6
5:30 PM	0	0	0	0	0	0	0	0	0	4	0	0	0	5	0	0	9
5:45 PM	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	0	0	0	2	0	0	0	0	17	1	0	0	15	0	0	35
APPROACH %'s :					100.00%	0.00%	0.00%	0.00%	0.00%	94.44%	5.56%	0.00%	0.00%	100.00%	0.00%	0.00%	
PEAK HR :	05:00 PM - 06:00 PM																TOTAL
PEAK HR VOL :	0	0	0	0	1	0	0	0	0	8	1	0	0	9	0	0	19
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.250	0.000	0.000	0.000	0.000	0.500	0.250	0.000	0.000	0.450	0.000	0.000	0.528
					0.250				0.563				0.450				

National Data & Surveying Services

Intersection Turning Movement Count

Location: Larry Paskow Way/Harbor Island Dr & 79th St/John F Kennedy Caus **Project ID:** 24-140149-001
City: North Bay Village **Date:** 5/14/2024

Data - Pedestrians (Crosswalks)

NS/EW Streets:	Larry Paskow Way/Harbor Island Dr		Larry Paskow Way/Harbor Island Dr		79th St/John F Kennedy Causeway/SR 934		79th St/John F Kennedy Causeway/SR 934		
AM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
7:00 AM	0	2	0	1	0	0	0	2	5
7:15 AM	1	2	4	0	0	0	1	2	10
7:30 AM	3	2	0	3	0	0	2	0	10
7:45 AM	3	3	2	2	0	0	3	1	14
8:00 AM	0	3	0	1	1	0	1	0	6
8:15 AM	2	0	5	3	1	0	0	1	12
8:30 AM	0	1	4	1	0	0	0	0	6
8:45 AM	0	0	3	0	1	0	0	0	4
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
TOTAL VOLUMES :	9	13	18	11	3	0	7	6	67
APPROACH %'s :	40.91%	59.09%	62.07%	37.93%	100.00%	0.00%	53.85%	46.15%	
PEAK HR :	07:45 AM - 08:45 AM								TOTAL
PEAK HR VOL :	5	7	11	7	2	0	4	2	38
PEAK HR FACTOR :	0.417	0.583	0.550	0.583	0.500		0.333	0.500	0.679
	0.500		0.563		0.500		0.375		

PM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
4:00 PM	1	1	2	1	1	0	0	1	7
4:15 PM	3	2	2	0	2	0	0	2	11
4:30 PM	1	1	0	1	0	2	0	0	5
4:45 PM	0	0	0	1	0	0	0	1	2
5:00 PM	0	1	0	0	1	0	0	0	2
5:15 PM	1	1	0	2	0	0	3	0	7
5:30 PM	1	1	2	0	1	0	0	0	5
5:45 PM	0	1	3	2	0	0	0	1	7
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
TOTAL VOLUMES :	7	8	9	7	5	2	3	5	46
APPROACH %'s :	46.67%	53.33%	56.25%	43.75%	71.43%	28.57%	37.50%	62.50%	
PEAK HR :	05:00 PM - 06:00 PM								TOTAL
PEAK HR VOL :	2	4	5	4	2	0	3	1	21
PEAK HR FACTOR :	0.500	1.000	0.417	0.500	0.500		0.250	0.250	0.750
	0.750		0.450		0.500		0.333		

Prepared by National Data & Surveying Services

Larry Paskow Way/Harbor Island Dr & 79th St/John F Kennedy Causeway/SR 934

Peak Hour Turning Movement Count

ID: 24-140149-001
City: North Bay Village

Day: Tuesday
Date: 5/14/2024

PEAK HOURS	COUNT PERIODS
07:45 AM - 08:45 AM	7:00 AM - 09:00 AM
NONE	NONE
05:00 PM - 06:00 PM	4:00 PM - 06:00 PM

SOUTHBOUND — Larry Paskow Way/Harbor Island Dr

AM	219	2	143	0	154	AM
NOON	0	0	0	0	0	NOON
PM	150	2	89	0	307	PM

EASTBOUND — 79th St/John F Kennedy Causeway/SR 934

AM	NOON	PM	
1580	0	1802	⇦
1	0	1	↶ 0
91	0	210	↱ 0
1490	0	1308	→ 0
21	0	32	↴ 0
AM	NOON	PM	

WESTBOUND — 79th St/John F Kennedy Causeway/SR 934

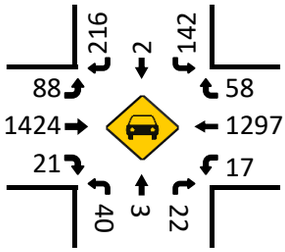
PM	NOON	AM	
95	0	60	↰ 0
1626	0	1320	← 0
20	0	19	↶ 0
8	0	3	↴ 0
1425	0	1659	⇨
PM	NOON	AM	

NORTHBOUND — Larry Paskow Way/Harbor Island Dr

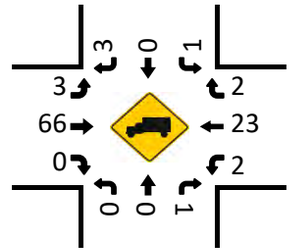
PM	54	0	25	2	20	PM
NOON	0	0	0	0	0	NOON
AM	42	0	40	3	23	AM

CONTROL			
Signalized			
TEV	3435 AM	0 NOON	3588 PM
PHF	0.98		0.98

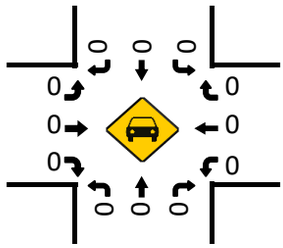
Cars (AM)



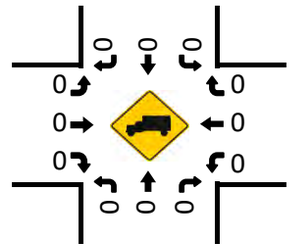
HT (AM)



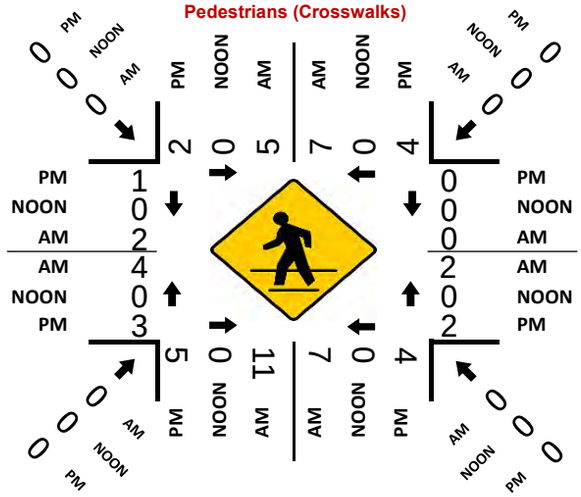
Cars (NOON)



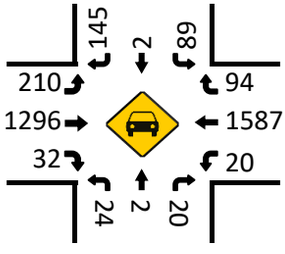
HT (NOON)



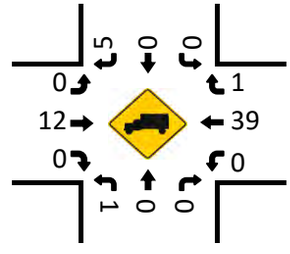
Pedestrians (Crosswalks)



Cars (PM)



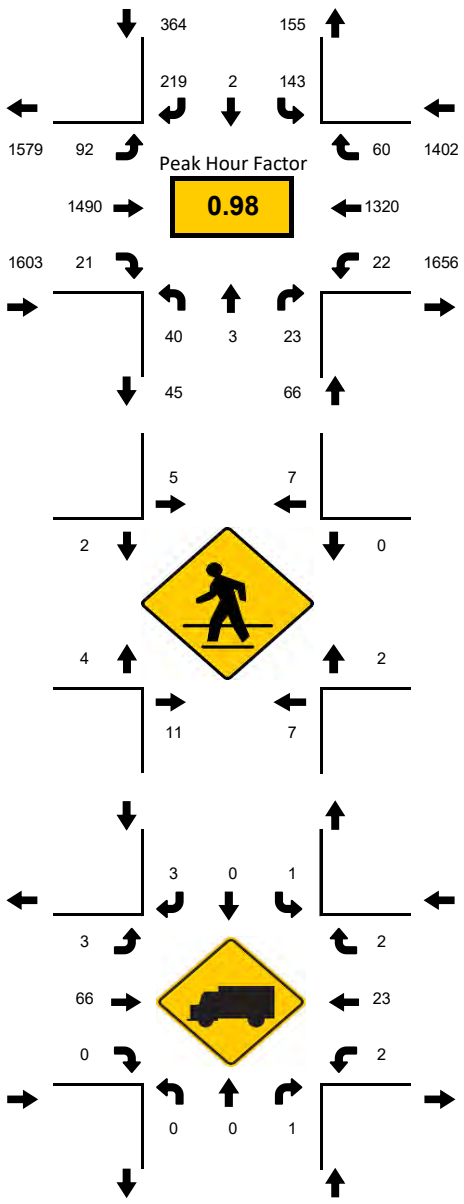
HT (PM)

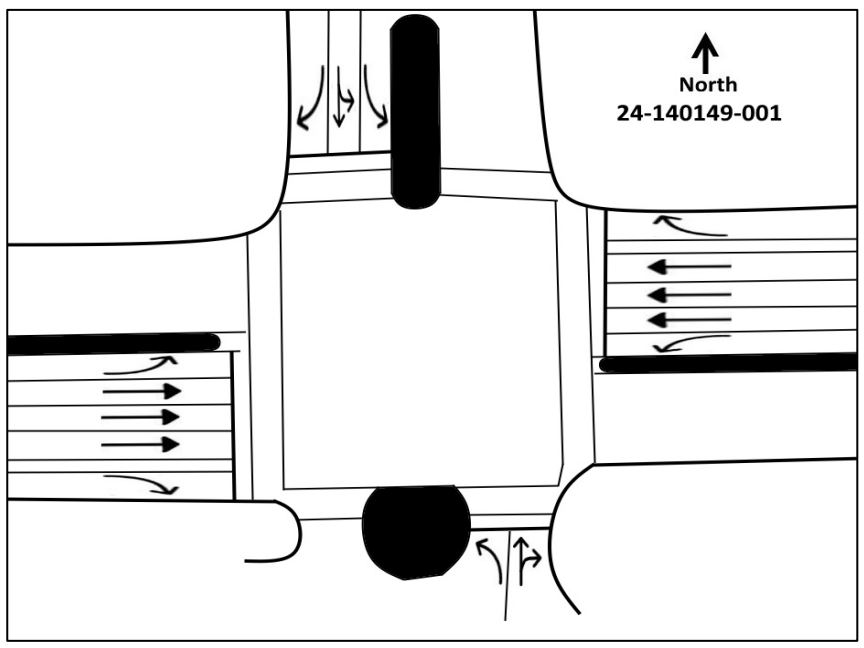


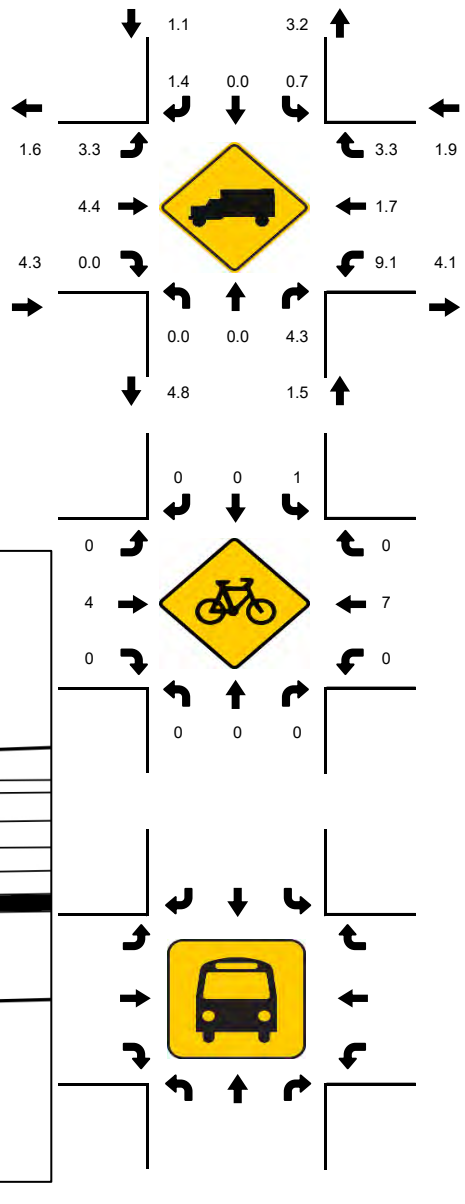
LOCATION: Larry Paskow Way/Harbor Island Dr & 79th St/John F Kennedy Causeway/SR 934
CITY/STATE: North Bay Village, FL

PROJECT ID: 24-140149-001
DATE: Tue, May 14, 2024

Peak-Hour: 07:45 AM - 08:45 AM
Peak 15-Minute: 08:00 AM - 08:15 AM





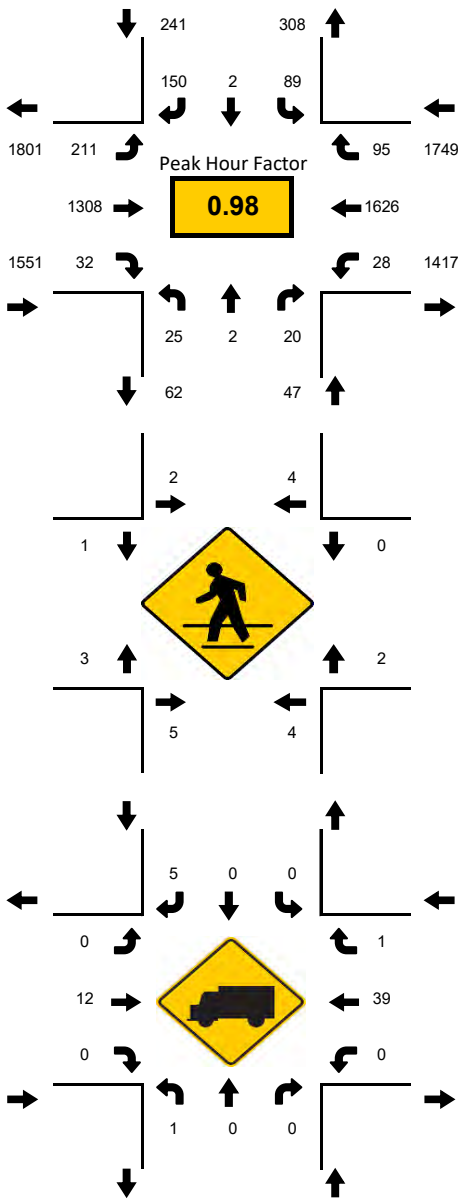


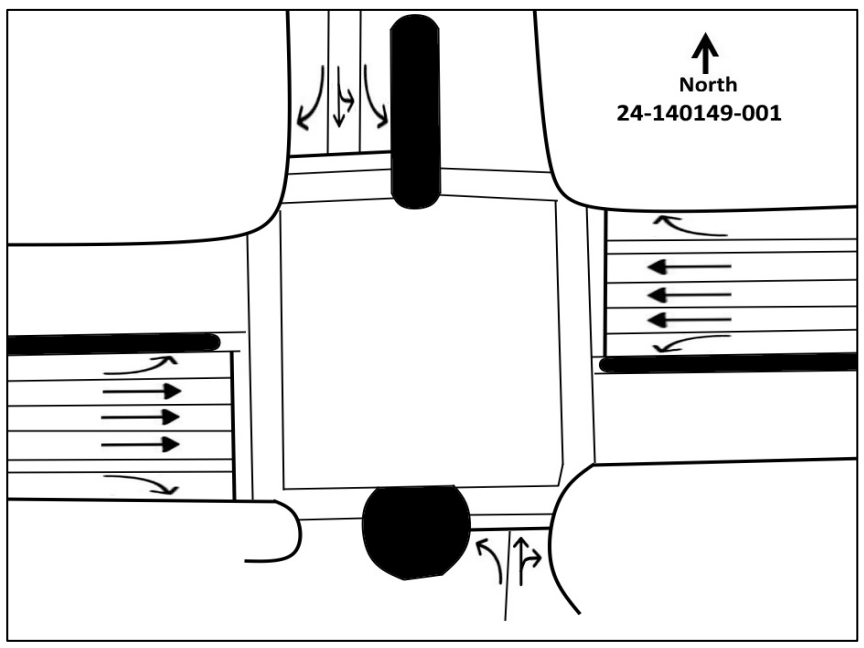
15-Min Count Period Beginning At	arry Paskow Way/Harbor Island Northbound					arry Paskow Way/Harbor Island Southbound					St/John F Kennedy Causeway/S Eastbound					St/John F Kennedy Causeway/S Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	4	2	4	0		20	3	50	0		8	224	3	0		0	241	12	1		572	2991
7:15 AM	1	0	5	0		25	0	48	0		15	335	6	0		2	313	4	0		754	3291
7:30 AM	9	1	4	0		18	0	50	0		8	376	4	0		2	330	4	1		807	3406
7:45 AM	8	0	7	0		45	0	58	0		23	374	3	0		6	326	8	0		858	3435
8:00 AM	16	0	5	0		40	1	48	0		20	430	7	0		5	291	9	0		872	3425
8:15 AM	4	2	3	0		35	1	47	0		25	346	3	1		2	379	18	3		869	2553
8:30 AM	12	1	8	0		23	0	66	0		23	340	8	0		6	324	25	0		836	1684
8:45 AM	7	1	5	0		27	0	53	0		23	323	10	0		2	376	20	1		848	848
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	64	8	32	0		180	4	264	0		100	1720	32	4		24	1516	100	12		**4060**	
Heavy Trucks	0	0	4	0		4	0	8	0		8	84	0	0		4	32	4	0		**148**	
Pedestrians		32					24					16					4				**76**	
Bicycles	0	0	0	0		4	0	0	0		0	4	0	0		0	12	0	0		**20**	
Buses																						
Stopped Buses																						

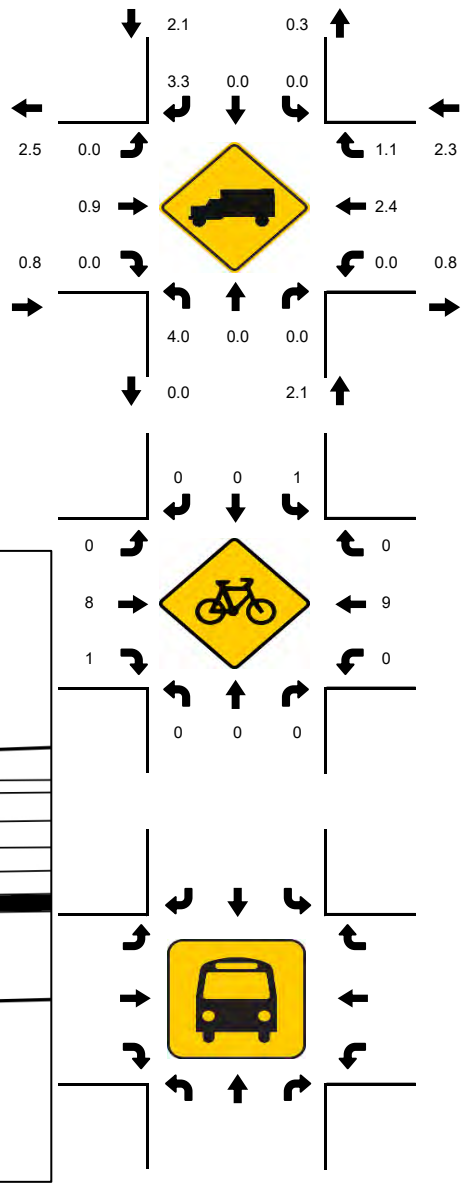
LOCATION: Larry Paskow Way/Harbor Island Dr & 79th St/John F Kennedy Causeway/SR 934
CITY/STATE: North Bay Village, FL

PROJECT ID: 24-140149-001
DATE: Tue, May 14, 2024

Peak-Hour: 05:00 PM - 06:00 PM
Peak 15-Minute: 05:30 PM - 05:45 PM







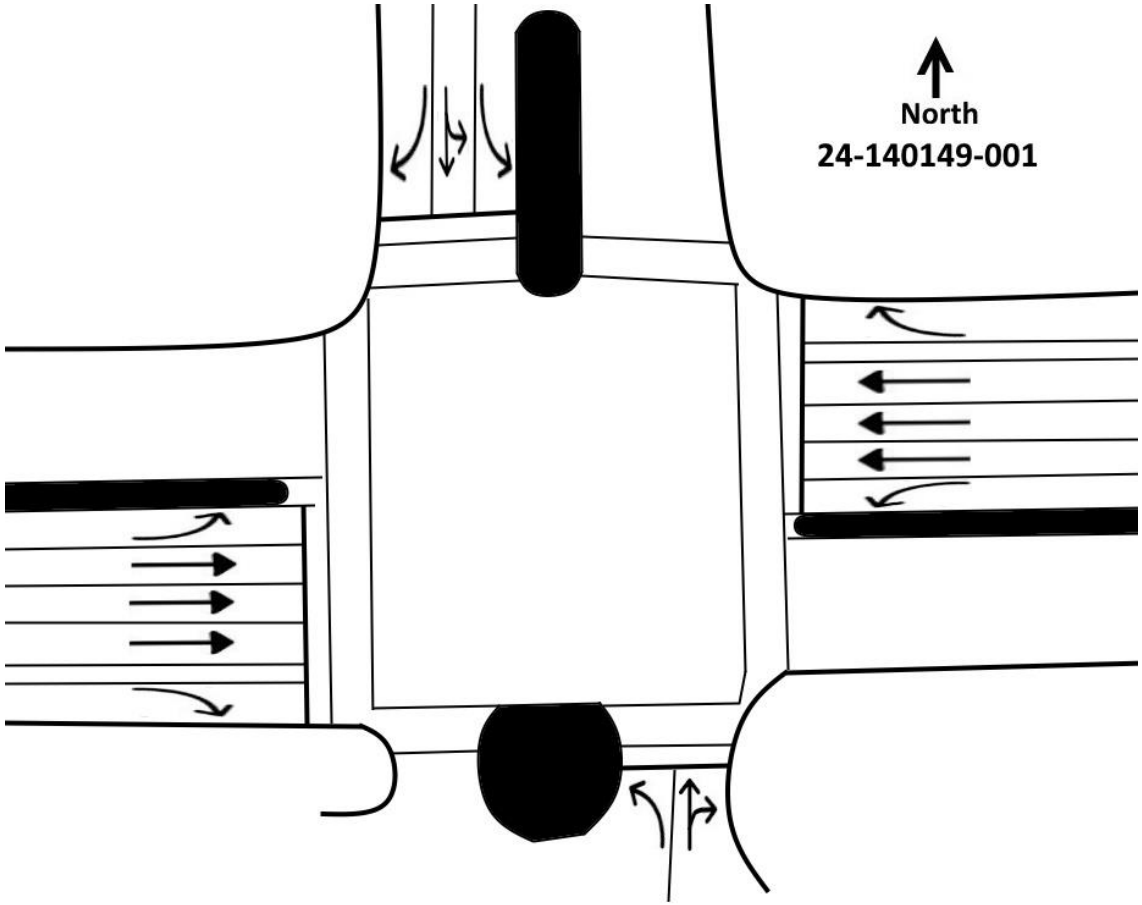
15-Min Count Period Beginning At	arry Paskow Way/Harbor Island Northbound					arry Paskow Way/Harbor Island Southbound					St/John F Kennedy Causeway/S Eastbound					St/John F Kennedy Causeway/S Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
4:00 PM	10	1	3	0		15	2	37	0		44	289	7	0		5	440	23	0		876	3452
4:15 PM	2	1	5	0		20	1	34	1		47	234	7	0		4	406	24	1		787	3470
4:30 PM	7	2	0	0		17	0	40	0		48	294	11	1		3	470	20	0		913	3553
4:45 PM	6	0	1	0		19	0	36	0		49	309	8	1		2	422	20	3		876	3553
5:00 PM	10	1	5	0		19	1	39	0		45	295	8	0		1	444	24	2		894	3588
5:15 PM	6	0	5	0		18	0	32	0		52	321	7	1		6	393	26	3		870	2694
5:30 PM	5	0	4	0		22	1	37	0		59	356	11	0		7	386	23	2		913	1824
5:45 PM	4	1	6	0		30	0	42	0		54	336	6	0		6	403	22	1		911	911
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	**Thru**	**Rgt**	**U**	**R***	**Left**	**Thru**	**Rgt**	**U**	**R***	**Left**	**Thru**	**Rgt**	**U**	**R***	**Left**	**Thru**	**Rgt**	**U**	**R***		
All Vehicles	40	4	24	0		120	4	168	0		236	1424	44	4		28	1776	104	12		**3988**	
Heavy Trucks	4	0	0	0		0	0	8	0		0	20	0	0		0	60	4	0		**96**	
Pedestrians		20					8					12					4				**44**	
Bicycles	0	0	0	0		4	0	0	0		0	16	4	0		0	20	0	0		**44**	
Buses																						
Stopped Buses																						

National Data & Surveying Services

N

N/S Street: **Larry Paskow Way/Harbor Island Dr**

Speed: **25 MPH**



E/W Street: **79th St/John F Kennedy Causeway/SR 934**

Speed: **30/35 MPH**

Site Code: **24-140149-001**

Date: **05/14/2024**

Weather: **Sunny**

City: **North Bay Village**

County: **Miami-Dade**

Count Times: **07:00 - 09:00**

16:00 - 18:00

Control: **Signalized**

SIGNAL TIMING

PHASES	**1**	**2**	**3**
SL/ST	00:22	00:18	00:20
NL/NT	00:17	00:22	00:17
EL/ET	00:21	00:27	00:15
ET/WT	01:30	01:24	01:37

National Data & Surveying Services

Intersection Turning Movement Count

Location: Larry Paskow Way & East Dr
City: North Bay Village
Control: 4-Way Stop

Project ID: 24-140149-002
Date: 5/14/2024

Data - Total

NS/EW Streets:	Larry Paskow Way				Larry Paskow Way				East Dr				East Dr				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
7:00 AM	7	1	11	2	0	11	0	1	0	4	33	0	25	0	0	0	95
7:15 AM	8	3	9	0	1	16	0	0	0	2	31	0	28	0	0	0	98
7:30 AM	4	2	6	0	1	18	0	0	0	4	30	0	18	1	1	0	85
7:45 AM	10	7	14	1	1	24	0	0	0	2	41	0	39	1	0	0	140
8:00 AM	10	5	14	0	3	23	0	0	0	2	32	0	32	3	1	0	125
8:15 AM	12	15	16	0	2	15	0	0	0	3	48	0	22	2	0	0	135
8:30 AM	24	12	14	1	0	18	0	0	0	4	45	0	23	0	2	0	143
8:45 AM	13	14	17	0	0	15	0	0	0	5	32	0	33	3	2	0	134
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	88	59	101	4	8	140	0	1	0	26	292	0	220	10	6	0	955
APPROACH %'s :	34.92%	23.41%	40.08%	1.59%	5.37%	93.96%	0.00%	0.67%	0.00%	8.18%	91.82%	0.00%	93.22%	4.24%	2.54%	0.00%	
PEAK HR :	07:45 AM - 08:45 AM																TOTAL
PEAK HR VOL :	56	39	58	2	6	80	0	0	0	11	166	0	116	6	3	0	543
PEAK HR FACTOR :	0.583	0.650	0.906	0.500	0.500	0.833	0.000	0.000	0.000	0.688	0.865	0.000	0.744	0.500	0.375	0.000	0.949
	0.760				0.827				0.868				0.781				

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
4:00 PM	27	14	25	0	1	6	0	0	0	3	28	0	19	3	1	0	127
4:15 PM	35	16	23	1	1	6	0	0	1	2	27	0	22	3	3	0	140
4:30 PM	30	17	18	1	2	6	1	0	0	1	25	0	25	2	5	0	133
4:45 PM	30	16	24	3	0	4	0	0	0	3	26	0	22	0	3	0	131
5:00 PM	32	9	27	0	0	11	0	0	0	2	25	0	24	6	1	0	137
5:15 PM	40	22	17	1	2	7	0	0	0	1	25	0	18	1	1	0	135
5:30 PM	40	17	24	0	0	9	1	0	0	1	29	0	20	4	2	0	147
5:45 PM	38	14	26	0	1	8	1	0	0	3	32	0	32	1	3	0	159
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	272	125	184	6	7	57	3	0	1	16	217	0	182	20	19	0	1109
APPROACH %'s :	46.34%	21.29%	31.35%	1.02%	10.45%	85.07%	4.48%	0.00%	0.43%	6.84%	92.74%	0.00%	82.35%	9.05%	8.60%	0.00%	
PEAK HR :	05:00 PM - 06:00 PM																TOTAL
PEAK HR VOL :	150	62	94	1	3	35	2	0	0	7	111	0	94	12	7	0	578
PEAK HR FACTOR :	0.938	0.705	0.870	0.250	0.375	0.795	0.500	0.000	0.000	0.583	0.867	0.000	0.734	0.500	0.583	0.000	0.909
	0.948				0.909				0.843				0.785				

National Data & Surveying Services

Intersection Turning Movement Count

Location: Larry Paskow Way & East Dr
City: North Bay Village
Control: 4-Way Stop

Project ID: 24-140149-002
Date: 5/14/2024

Data - Cars

NS/EW Streets:	Larry Paskow Way				Larry Paskow Way				East Dr				East Dr				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
7:00 AM	6	1	10	1	0	11	0	1	0	4	33	0	25	0	0	0	92
7:15 AM	7	3	9	0	1	16	0	0	0	2	30	0	27	0	0	0	95
7:30 AM	4	2	6	0	1	18	0	0	0	4	29	0	18	1	1	0	84
7:45 AM	10	7	13	0	1	24	0	0	0	2	41	0	38	1	0	0	137
8:00 AM	10	5	14	0	3	23	0	0	0	2	32	0	32	3	1	0	125
8:15 AM	11	15	14	0	2	15	0	0	0	3	47	0	21	2	0	0	130
8:30 AM	24	12	14	1	0	18	0	0	0	4	45	0	23	0	2	0	143
8:45 AM	13	14	17	0	0	15	0	0	0	5	32	0	32	3	2	0	133
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	85	59	97	2	8	140	0	1	0	26	289	0	216	10	6	0	939
APPROACH %'s :	34.98%	24.28%	39.92%	0.82%	5.37%	93.96%	0.00%	0.67%	0.00%	8.25%	91.75%	0.00%	93.10%	4.31%	2.59%	0.00%	
PEAK HR :	07:45 AM - 08:45 AM																TOTAL
PEAK HR VOL :	55	39	55	1	6	80	0	0	0	11	165	0	114	6	3	0	535
PEAK HR FACTOR :	0.573	0.650	0.982	0.250	0.500	0.833	0.000	0.000	0.000	0.688	0.878	0.000	0.750	0.500	0.375	0.000	0.935
	0.735				0.827				0.880				0.788				

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
4:00 PM	27	14	24	0	1	6	0	0	0	3	28	0	19	3	1	0	126
4:15 PM	35	16	23	1	1	6	0	0	1	2	27	0	21	3	3	0	139
4:30 PM	30	16	18	1	2	6	1	0	0	1	25	0	25	2	5	0	132
4:45 PM	29	16	23	1	0	4	0	0	0	3	26	0	22	0	3	0	127
5:00 PM	32	9	27	0	0	11	0	0	0	2	25	0	22	6	1	0	135
5:15 PM	40	22	17	1	2	7	0	0	0	1	24	0	17	1	1	0	133
5:30 PM	39	17	24	0	0	9	1	0	0	1	28	0	20	4	2	0	145
5:45 PM	38	14	26	0	1	8	1	0	0	3	32	0	32	1	3	0	159
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	270	124	182	4	7	57	3	0	1	16	215	0	178	20	19	0	1096
APPROACH %'s :	46.55%	21.38%	31.38%	0.69%	10.45%	85.07%	4.48%	0.00%	0.43%	6.90%	92.67%	0.00%	82.03%	9.22%	8.76%	0.00%	
PEAK HR :	05:00 PM - 06:00 PM																TOTAL
PEAK HR VOL :	149	62	94	1	3	35	2	0	0	7	109	0	91	12	7	0	572
PEAK HR FACTOR :	0.931	0.705	0.870	0.250	0.375	0.795	0.500	0.000	0.000	0.583	0.852	0.000	0.711	0.500	0.583	0.000	0.899
	0.956				0.909				0.829				0.764				

National Data & Surveying Services

Intersection Turning Movement Count

Location: Larry Paskow Way & East Dr
City: North Bay Village
Control: 4-Way Stop

Project ID: 24-140149-002
Date: 5/14/2024

Data - HT

NS/EW Streets:	Larry Paskow Way				Larry Paskow Way				East Dr				East Dr				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
7:00 AM	1	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	3
7:15 AM	1	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	3
7:30 AM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
7:45 AM	0	0	1	1	0	0	0	0	0	0	0	0	1	0	0	0	3
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:15 AM	1	0	2	0	0	0	0	0	0	0	1	0	1	0	0	0	5
8:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	3	0	4	2	0	0	0	0	0	0	3	0	4	0	0	0	16
APPROACH %'s :	33.33%	0.00%	44.44%	22.22%					0.00%	0.00%	100.00%	0.00%	100.00%	0.00%	0.00%	0.00%	
PEAK HR :	07:45 AM - 08:45 AM																TOTAL
PEAK HR VOL :	1	0	3	1	0	0	0	0	0	0	1	0	2	0	0	0	8
PEAK HR FACTOR :	0.250	0.000	0.375	0.250	0.000	0.000	0.000	0.000	0.000	0.000	0.250	0.000	0.500	0.000	0.000	0.000	0.400
	0.417								0.250				0.500				

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
4:00 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1
4:30 PM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
4:45 PM	1	0	1	2	0	0	0	0	0	0	0	0	0	0	0	0	4
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	2
5:15 PM	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	2
5:30 PM	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	2
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	2	1	2	2	0	0	0	0	0	0	2	0	4	0	0	0	13
APPROACH %'s :	28.57%	14.29%	28.57%	28.57%					0.00%	0.00%	100.00%	0.00%	100.00%	0.00%	0.00%	0.00%	
PEAK HR :	05:00 PM - 06:00 PM																TOTAL
PEAK HR VOL :	1	0	0	0	0	0	0	0	0	0	2	0	3	0	0	0	6
PEAK HR FACTOR :	0.250	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.500	0.000	0.375	0.000	0.000	0.000	0.750
	0.250								0.500				0.375				

National Data & Surveying Services

Intersection Turning Movement Count

Location: Larry Paskow Way & East Dr
City: North Bay Village
Control: 4-Way Stop

Project ID: 24-140149-002
Date: 5/14/2024

Data - Bikes

NS/EW Streets:	Larry Paskow Way				Larry Paskow Way				East Dr				East Dr				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45 AM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:30 AM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
8:45 AM	0	0	0	0	0	0	0	0	0	1	1	0	0	0	1	0	3
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	0	0	0	0	0	1	0	0	1	2	0	0	0	1	0	5
APPROACH %'s :					0.00%	0.00%	100.00%	0.00%	0.00%	33.33%	66.67%	0.00%	0.00%	0.00%	100.00%	0.00%	
PEAK HR :	07:45 AM - 08:45 AM																TOTAL
PEAK HR VOL :	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	2
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.000	0.000	0.250	0.000	0.000	0.000	0.250	0.000	0.000	0.000	0.000	0.000	0.500
					0.250				0.250								

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	0	0	0	0	0	0	0	0	0	0	0	2	0	1	0	3
APPROACH %'s :													66.67%	0.00%	33.33%	0.00%	
PEAK HR :	05:00 PM - 06:00 PM																TOTAL
PEAK HR VOL :	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.250	0.000	0.000	0.000	0.250
														0.250			

National Data & Surveying Services

Intersection Turning Movement Count

Location: Larry Paskow Way & East Dr
City: North Bay Village

Project ID: 24-140149-002
Date: 5/14/2024

Data - Pedestrians (Crosswalks)

NS/EW Streets:	Larry Paskow Way		Larry Paskow Way		East Dr		East Dr		
AM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
7:00 AM	5	3	0	1	0	1	0	0	10
7:15 AM	3	3	0	0	1	1	2	2	12
7:30 AM	4	1	0	0	0	1	1	0	7
7:45 AM	4	0	0	0	0	10	2	0	16
8:00 AM	0	2	0	0	0	0	0	1	3
8:15 AM	2	2	0	2	1	0	0	0	7
8:30 AM	1	5	0	0	0	0	0	0	6
8:45 AM	3	0	0	1	1	1	0	0	6
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
TOTAL VOLUMES :	22	16	0	4	3	14	5	3	67
APPROACH %'s :	57.89%	42.11%	0.00%	100.00%	17.65%	82.35%	62.50%	37.50%	
PEAK HR :	**07:45 AM - 08:45 AM**								TOTAL
PEAK HR VOL :	7	9	0	2	1	10	2	1	32
PEAK HR FACTOR :	0.438	0.450		0.250	0.250	0.250	0.250	0.250	0.500
	0.667		0.250		0.275		0.375		

PM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
4:00 PM	0	1	1	1	2	1	0	0	6
4:15 PM	0	0	0	0	0	0	0	0	0
4:30 PM	0	1	0	0	0	0	0	0	1
4:45 PM	1	4	0	1	8	0	0	0	14
5:00 PM	1	2	1	0	0	0	0	0	4
5:15 PM	0	0	0	2	0	0	0	0	2
5:30 PM	1	4	1	1	1	0	0	1	9
5:45 PM	3	2	1	0	0	1	0	1	8
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
TOTAL VOLUMES :	6	14	4	5	11	2	0	2	44
APPROACH %'s :	30.00%	70.00%	44.44%	55.56%	84.62%	15.38%	0.00%	100.00%	
PEAK HR :	**05:00 PM - 06:00 PM**								TOTAL
PEAK HR VOL :	5	8	3	3	1	1	0	2	23
PEAK HR FACTOR :	0.417	0.500	0.750	0.375	0.250	0.250		0.500	0.639
	0.650		0.750		0.500		0.500		

Prepared by National Data & Surveying Services

Larry Paskow Way & East Dr

Peak Hour Turning Movement Count

ID: 24-140149-002
City: North Bay Village

Day: Tuesday
Date: 5/14/2024

PEAK HOURS

AM	07:45 AM - 08:45 AM
NOON	NONE
PM	05:00 PM - 06:00 PM

COUNT PERIODS

AM	7:00 AM - 09:00 AM
NOON	NONE
PM	4:00 PM - 06:00 PM

SOUTHBOUND (Larry Paskow Way)

AM	0	80	6	0	42	AM
NOON	0	0	0	0	0	NOON
PM	2	35	3	0	69	PM

EASTBOUND (East Dr)

AM	NOON	PM	
62	0	164	⇦
0	0	0	↶ 0
0	0	0	↱ 0
11	0	7	→ 0
166	0	111	↷ 0
AM	NOON	PM	

WESTBOUND (East Dr)

PM	NOON	AM	
7	0	3	0 ↰
12	0	6	0 ←
94	0	116	0 ↶
0	0	0	0 ↷
104	0	75	⇨
PM	NOON	AM	

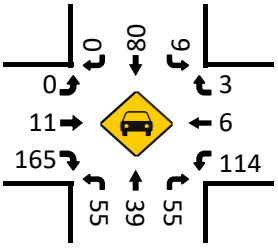
CONTROL: 2-Way Stop(NB/SB)

TEV	543 AM	0 NOON	578 PM
PHF	0.95		0.91

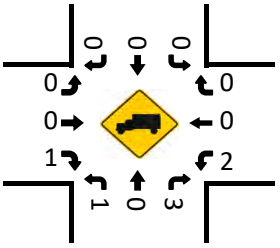
NORTHBOUND (Larry Paskow Way)

PM	241	1	150	62	94	PM
NOON	0	0	0	0	0	NOON
AM	364	2	56	39	58	AM

Cars (AM)



HT (AM)



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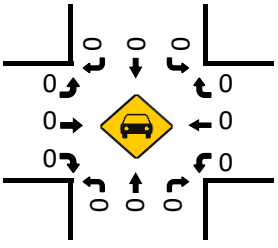
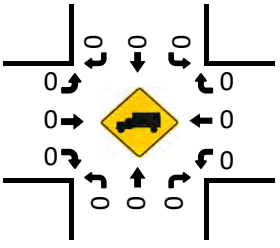
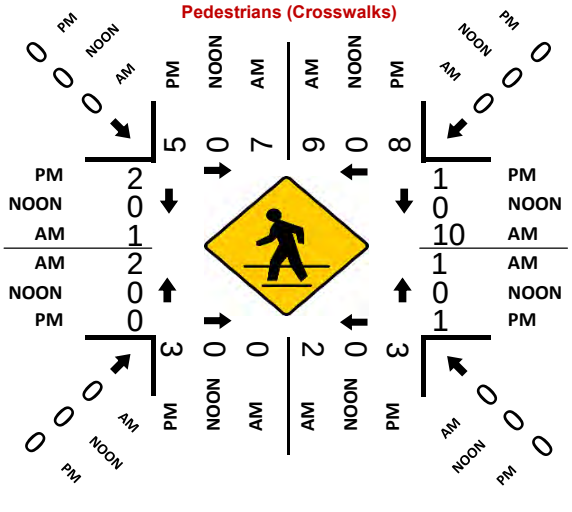


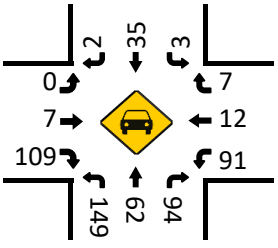
HT (NOON)



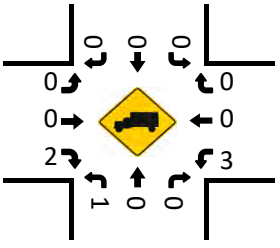
Pedestrians (Crosswalks)



Cars (PM)



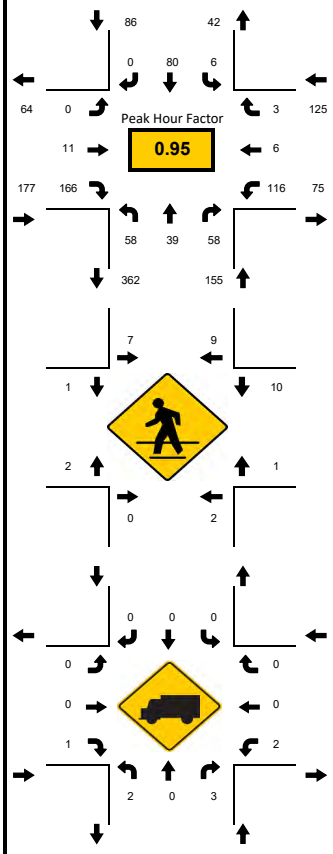
HT (PM)



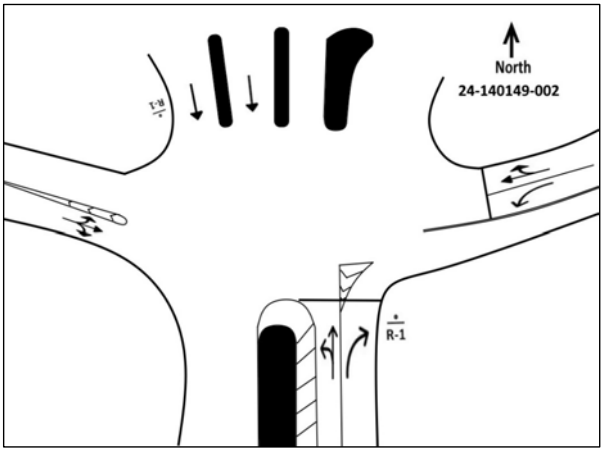
LOCATION: Larry Paskow Way & East Dr
CITY/STATE: North Bay Village, FL

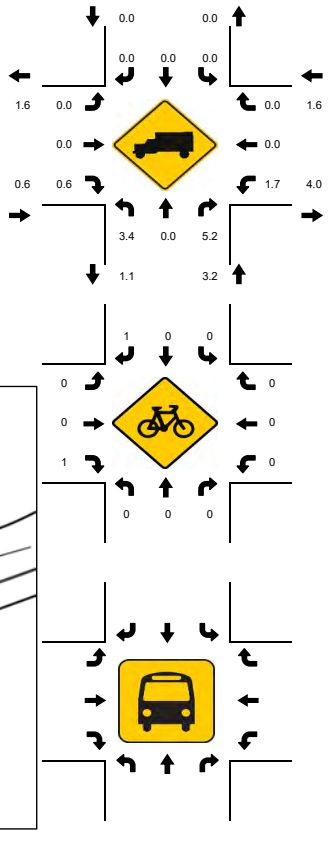
PROJECT ID: 24-140149-002
DATE: Tue, May 14, 2024

Peak-Hour: 07:45 AM - 08:45 AM
Peak 15-Minute: 08:30 AM - 08:45 AM



National Data & Surveying Services



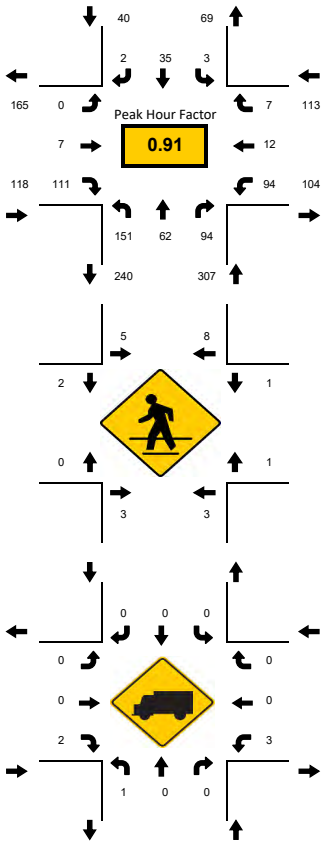


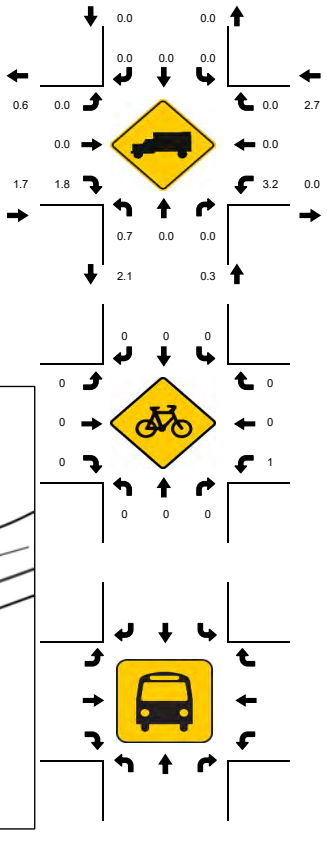
15-Min Count Period Beginning At	Larry Paskow Way Northbound					Larry Paskow Way Southbound					East Dr Eastbound					East Dr Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	7	1	11	2		0	11	0	1		0	4	33	0		25	0	0	0		95	418
7:15 AM	8	3	9	0		1	16	0	0		0	2	31	0		28	0	0	0		98	448
7:30 AM	4	2	6	0		1	18	0	0		0	4	30	0		18	1	1	0		85	485
7:45 AM	10	7	14	1		1	24	0	0		0	2	41	0		39	1	0	0		140	543
8:00 AM	10	5	14	0		3	23	0	0		0	2	32	0		32	3	1	0		125	537
8:15 AM	12	15	16	0		2	15	0	0		0	3	48	0		22	2	0	0		135	412
8:30 AM	24	12	14	1		0	18	0	0		0	4	45	0		23	0	2	0		143	277
8:45 AM	13	14	17	0		0	15	0	0		0	5	32	0		33	3	2	0		134	134
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	96	60	64	4		12	96	0	0		0	16	192	0		156	12	8	0		**716**	
Heavy Trucks	4	0	8	4		0	0	0	0		0	0	4	0		4	0	0	0		**20**	
Pedestrians		8					24					8					40				**80**	
Bicycles	0	0	0	0		0	0	4	0		0	0	4	0		0	0	0	0		**8**	
Buses																						
Stopped Buses																						

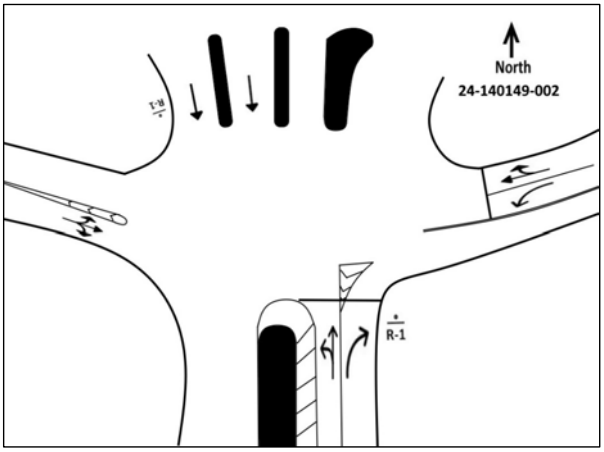
LOCATION: Larry Paskow Way & East Dr
CITY/STATE: North Bay Village, FL

PROJECT ID: 24-140149-002
DATE: Tue, May 14, 2024

Peak-Hour: 05:00 PM - 06:00 PM
Peak 15-Minute: 05:45 PM - 06:00 PM







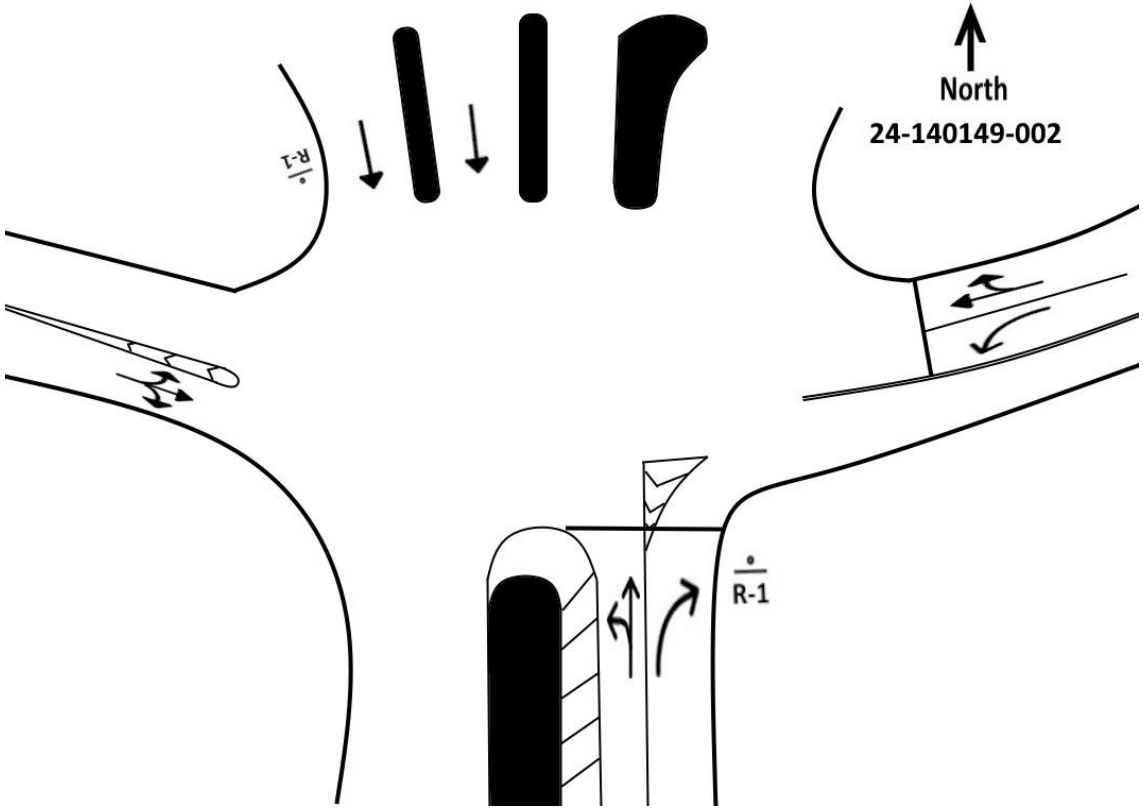
15-Min Count Period Beginning At	Larry Paskow Way Northbound					Larry Paskow Way Southbound					East Dr Eastbound					East Dr Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
4:00 PM	27	14	25	0		1	6	0	0		0	3	28	0		19	3	1	0		127	531
4:15 PM	35	16	23	1		1	6	0	0		1	2	27	0		22	3	3	0		140	541
4:30 PM	30	17	18	1		2	6	1	0		0	1	25	0		25	2	5	0		133	536
4:45 PM	30	16	24	3		0	4	0	0		0	3	26	0		22	0	3	0		131	550
5:00 PM	32	9	27	0		0	11	0	0		0	2	25	0		24	6	1	0		137	578
5:15 PM	40	22	17	1		2	7	0	0		0	1	25	0		18	1	1	0		135	441
5:30 PM	40	17	24	0		0	9	1	0		0	1	29	0		20	4	2	0		147	306
5:45 PM	38	14	26	0		1	8	1	0		0	3	32	0		32	1	3	0		159	159
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	160	88	108	4		8	44	4	0		0	12	128	0		128	24	12	0		**720**	
Heavy Trucks	4	0	0	0		0	0	0	0		0	0	4	0		8	0	0	0		**16**	
Pedestrians		8					20					4					4				**36**	
Bicycles	0	0	0	0		0	0	0	0		0	0	0	0		4	0	0	0		**4**	
Buses																						
Stopped Buses																						

National Data & Surveying Services

Site Code:	**24-140149-002**
Date:	**05/14/2024**
Weather:	**Sunny**
City:	**North Bay Village**
County:	**Miami-Dade**
Count Times:	**07:00 - 09:00**
	16:00 - 18:00
Control:	**4-Way Stop**

N

N/S Street: **Larry Paskow Way** | Speed: **25 MPH**



E/W Street: **East Dr** | Speed: **25 MPH**

National Data & Surveying Services

Intersection Turning Movement Count

Location: E Treasure Dr & 79th St/John F Kennedy Causeway/SR 934
City: North Bay Village
Control: Signalized

Project ID: 24-140149-003
Date: 5/14/2024

Data - Total

NS/EW Streets:	E Treasure Dr				E Treasure Dr				79th St/John F Kennedy Causeway/SR 934				79th St/John F Kennedy Causeway/SR 934				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
7:00 AM	30	0	7	0	0	0	0	0	2	270	12	0	9	213	0	0	543
7:15 AM	28	0	26	0	0	0	0	0	0	332	12	0	13	253	1	0	665
7:30 AM	38	0	34	0	2	0	0	0	1	356	29	0	16	267	0	1	744
7:45 AM	39	0	46	0	2	0	0	0	1	384	30	0	13	273	2	0	790
8:00 AM	32	0	47	0	1	0	0	0	2	425	32	1	41	283	0	0	864
8:15 AM	61	0	68	0	1	0	0	0	0	365	35	0	44	314	1	1	890
8:30 AM	37	1	56	0	2	1	0	0	2	368	19	0	26	296	2	0	810
8:45 AM	29	1	28	0	1	0	0	0	2	347	21	0	6	383	0	0	818
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	294	2	312	0	9	1	0	0	10	2847	190	1	168	2282	6	2	6124
APPROACH %'s :	48.36%	0.33%	51.32%	0.00%	90.00%	10.00%	0.00%	0.00%	0.33%	93.41%	6.23%	0.03%	6.83%	92.84%	0.24%	0.08%	
PEAK HR :	08:00 AM - 09:00 AM																TOTAL
PEAK HR VOL :	159	2	199	0	5	1	0	0	6	1505	107	1	117	1276	3	1	3382
PEAK HR FACTOR :	0.652	0.500	0.732	0.000	0.625	0.250	0.000	0.000	0.750	0.885	0.764	0.250	0.665	0.833	0.375	0.250	0.950
	0.698				0.500				0.880				0.898				

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
4:00 PM	26	0	23	0	1	0	0	0	2	206	21	0	24	443	2	0	748
4:15 PM	22	0	27	0	3	0	0	0	2	297	42	0	29	384	2	0	808
4:30 PM	35	0	17	0	1	0	0	0	4	287	37	0	21	421	1	1	825
4:45 PM	23	0	17	0	1	0	0	0	9	254	34	0	36	392	1	0	767
5:00 PM	28	0	16	0	1	0	0	0	3	296	29	2	29	424	1	0	829
5:15 PM	22	1	15	0	1	0	0	0	7	282	41	1	22	387	1	0	780
5:30 PM	20	0	22	0	0	0	0	0	2	310	37	1	37	373	0	1	803
5:45 PM	18	0	25	0	0	0	0	0	7	289	35	3	39	385	1	0	802
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	194	1	162	0	8	0	0	0	36	2221	276	7	237	3209	9	2	6362
APPROACH %'s :	54.34%	0.28%	45.38%	0.00%	100.00%	0.00%	0.00%	0.00%	1.42%	87.44%	10.87%	0.28%	6.86%	92.83%	0.26%	0.06%	
PEAK HR :	04:15 PM - 05:15 PM																TOTAL
PEAK HR VOL :	108	0	77	0	6	0	0	0	18	1134	142	2	115	1621	5	1	3229
PEAK HR FACTOR :	0.771	0.000	0.713	0.000	0.500	0.000	0.000	0.000	0.500	0.955	0.845	0.250	0.799	0.956	0.625	0.250	0.974
	0.889				0.500				0.950				0.959				

National Data & Surveying Services

Intersection Turning Movement Count

Location: E Treasure Dr & 79th St/John F Kennedy Causeway/SR 934
City: North Bay Village
Control: Signalized

Project ID: 24-140149-003
Date: 5/14/2024

Data - Cars

NS/EW Streets:	E Treasure Dr				E Treasure Dr				79th St/John F Kennedy Causeway/SR 934				79th St/John F Kennedy Causeway/SR 934				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
7:00 AM	29	0	7	0	0	0	0	0	2	255	11	0	8	206	0	0	518
7:15 AM	28	0	24	0	0	0	0	0	0	320	9	0	13	246	1	0	641
7:30 AM	37	0	33	0	2	0	0	0	1	340	29	0	15	261	0	1	719
7:45 AM	38	0	46	0	2	0	0	0	1	365	30	0	13	267	1	0	763
8:00 AM	31	0	47	0	1	0	0	0	2	409	30	1	41	280	0	0	842
8:15 AM	60	0	68	0	1	0	0	0	0	352	35	0	43	306	1	1	867
8:30 AM	37	1	55	0	2	1	0	0	2	350	18	0	26	288	0	0	780
8:45 AM	29	0	28	0	1	0	0	0	2	329	21	0	6	372	0	0	788
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	289	1	308	0	9	1	0	0	10	2720	183	1	165	2226	3	2	5918
APPROACH %'s :	48.33%	0.17%	51.51%	0.00%	90.00%	10.00%	0.00%	0.00%	0.34%	93.34%	6.28%	0.03%	6.89%	92.90%	0.13%	0.08%	
PEAK HR :	08:00 AM - 09:00 AM																TOTAL
PEAK HR VOL :	157	1	198	0	5	1	0	0	6	1440	104	1	116	1246	1	1	3277
PEAK HR FACTOR :	0.654	0.250	0.728	0.000	0.625	0.250	0.000	0.000	0.750	0.880	0.743	0.250	0.674	0.837	0.250	0.250	0.945
	0.695				0.500				0.877				0.902				

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
4:00 PM	26	0	21	0	1	0	0	0	2	203	21	0	24	430	2	0	730
4:15 PM	21	0	27	0	3	0	0	0	2	291	41	0	28	373	2	0	788
4:30 PM	33	0	17	0	1	0	0	0	4	283	36	0	21	404	1	1	801
4:45 PM	23	0	17	0	1	0	0	0	9	249	34	0	36	383	1	0	753
5:00 PM	27	0	16	0	1	0	0	0	3	292	29	2	28	409	1	0	808
5:15 PM	22	1	14	0	1	0	0	0	7	278	40	1	22	382	1	0	769
5:30 PM	20	0	21	0	0	0	0	0	2	309	37	1	37	365	0	1	793
5:45 PM	18	0	25	0	0	0	0	0	7	289	35	3	39	375	1	0	792
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	190	1	158	0	8	0	0	0	36	2194	273	7	235	3121	9	2	6234
APPROACH %'s :	54.44%	0.29%	45.27%	0.00%	100.00%	0.00%	0.00%	0.00%	1.43%	87.41%	10.88%	0.28%	6.98%	92.69%	0.27%	0.06%	
PEAK HR :	04:15 PM - 05:15 PM																TOTAL
PEAK HR VOL :	104	0	77	0	6	0	0	0	18	1115	140	2	113	1569	5	1	3150
PEAK HR FACTOR :	0.788	0.000	0.713	0.000	0.500	0.000	0.000	0.000	0.500	0.955	0.854	0.250	0.785	0.959	0.625	0.250	0.975
	0.905				0.500				0.954				0.963				

National Data & Surveying Services

Intersection Turning Movement Count

Location: E Treasure Dr & 79th St/John F Kennedy Causeway/SR 934
City: North Bay Village
Control: Signalized

Project ID: 24-140149-003
Date: 5/14/2024

Data - HT

NS/EW Streets:	E Treasure Dr				E Treasure Dr				79th St/John F Kennedy Causeway/SR 934				79th St/John F Kennedy Causeway/SR 934				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
7:00 AM	1	0	0	0	0	0	0	0	0	15	1	0	1	7	0	0	25
7:15 AM	0	0	2	0	0	0	0	0	0	12	3	0	0	7	0	0	24
7:30 AM	1	0	1	0	0	0	0	0	0	16	0	0	1	6	0	0	25
7:45 AM	1	0	0	0	0	0	0	0	0	19	0	0	0	6	1	0	27
8:00 AM	1	0	0	0	0	0	0	0	0	16	2	0	0	3	0	0	22
8:15 AM	1	0	0	0	0	0	0	0	0	13	0	0	1	8	0	0	23
8:30 AM	0	0	1	0	0	0	0	0	0	18	1	0	0	8	2	0	30
8:45 AM	0	1	0	0	0	0	0	0	0	18	0	0	0	11	0	0	30
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	5	1	4	0	0	0	0	0	0	127	7	0	3	56	3	0	206
APPROACH %'s :	50.00%	10.00%	40.00%	0.00%					0.00%	94.78%	5.22%	0.00%	4.84%	90.32%	4.84%	0.00%	
PEAK HR :	08:00 AM - 09:00 AM																TOTAL
PEAK HR VOL :	2	1	1	0	0	0	0	0	0	65	3	0	1	30	2	0	105
PEAK HR FACTOR :	0.500	0.250	0.250	0.000	0.000	0.000	0.000	0.000	0.000	0.903	0.375	0.000	0.250	0.682	0.250	0.000	0.875
	1.000								0.895				0.750				

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
4:00 PM	0	0	2	0	0	0	0	0	0	3	0	0	0	13	0	0	18
4:15 PM	1	0	0	0	0	0	0	0	0	6	1	0	1	11	0	0	20
4:30 PM	2	0	0	0	0	0	0	0	0	4	1	0	0	17	0	0	24
4:45 PM	0	0	0	0	0	0	0	0	0	5	0	0	0	9	0	0	14
5:00 PM	1	0	0	0	0	0	0	0	0	4	0	0	1	15	0	0	21
5:15 PM	0	0	1	0	0	0	0	0	0	4	1	0	0	5	0	0	11
5:30 PM	0	0	1	0	0	0	0	0	0	1	0	0	0	8	0	0	10
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	10	0	0	10
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	4	0	4	0	0	0	0	0	0	27	3	0	2	88	0	0	128
APPROACH %'s :	50.00%	0.00%	50.00%	0.00%					0.00%	90.00%	10.00%	0.00%	2.22%	97.78%	0.00%	0.00%	
PEAK HR :	04:15 PM - 05:15 PM																TOTAL
PEAK HR VOL :	4	0	0	0	0	0	0	0	0	19	2	0	2	52	0	0	79
PEAK HR FACTOR :	0.500	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.792	0.500	0.000	0.500	0.765	0.000	0.000	0.823
	0.500								0.750				0.794				

National Data & Surveying Services

Intersection Turning Movement Count

Location: E Treasure Dr & 79th St/John F Kennedy Causeway/SR 934
City: North Bay Village
Control: Signalized

Project ID: 24-140149-003
Date: 5/14/2024

Data - Bikes

NS/EW Streets:	E Treasure Dr				E Treasure Dr				79th St/John F Kennedy Causeway/SR 934				79th St/John F Kennedy Causeway/SR 934				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
7:00 AM	0	0	1	0	0	0	0	0	0	1	0	0	1	2	0	0	5
7:15 AM	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	2
7:30 AM	0	0	1	0	0	0	0	0	0	2	0	0	1	2	0	0	6
7:45 AM	0	0	0	0	0	0	0	0	0	3	0	0	0	5	0	0	8
8:00 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
8:15 AM	0	0	0	0	0	0	0	0	0	1	0	0	1	1	0	0	3
8:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1
8:45 AM	0	0	0	0	0	0	0	0	0	4	0	0	0	1	0	0	5
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	0	3	0	0	0	0	0	0	12	0	0	4	12	0	0	31
APPROACH %'s :	0.00%	0.00%	100.00%	0.00%					0.00%	100.00%	0.00%	0.00%	25.00%	75.00%	0.00%	0.00%	
PEAK HR :	08:00 AM - 09:00 AM																TOTAL
PEAK HR VOL :	0	0	1	0	0	0	0	0	0	5	0	0	2	2	0	0	10
PEAK HR FACTOR :	0.000	0.000	0.250	0.000	0.000	0.000	0.000	0.000	0.000	0.313	0.000	0.000	0.500	0.500	0.000	0.000	0.500
	0.250								0.313				0.500				

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
4:00 PM	0	0	0	0	0	0	0	0	0	1	0	0	0	2	0	0	3
4:15 PM	0	0	0	0	0	0	0	0	0	1	0	0	0	3	0	0	4
4:30 PM	0	0	1	0	0	0	0	0	0	5	0	0	3	2	0	0	11
4:45 PM	0	0	1	0	0	0	0	0	0	1	1	0	0	0	0	0	3
5:00 PM	0	0	0	0	0	0	0	0	0	4	0	0	1	3	0	0	8
5:15 PM	0	0	1	0	0	0	0	0	0	1	0	0	2	1	0	0	5
5:30 PM	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	2
5:45 PM	0	0	2	0	0	0	0	0	0	0	1	0	0	0	0	0	3
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	0	5	0	0	0	0	0	0	14	2	0	6	12	0	0	39
APPROACH %'s :	0.00%	0.00%	100.00%	0.00%					0.00%	87.50%	12.50%	0.00%	33.33%	66.67%	0.00%	0.00%	
PEAK HR :	04:15 PM - 05:15 PM																TOTAL
PEAK HR VOL :	0	0	2	0	0	0	0	0	0	11	1	0	4	8	0	0	26
PEAK HR FACTOR :	0.000	0.000	0.500	0.000	0.000	0.000	0.000	0.000	0.000	0.550	0.250	0.000	0.333	0.667	0.000	0.000	0.591
	0.500								0.600				0.600				

National Data & Surveying Services

Intersection Turning Movement Count

Location: E Treasure Dr & 79th St/John F Kennedy Causeway/SR 934 **Project ID:** 24-140149-003
City: North Bay Village **Date:** 5/14/2024

Data - Pedestrians (Crosswalks)

NS/EW Streets:	E Treasure Dr		E Treasure Dr		79th St/John F Kennedy Causeway/SR 934		79th St/John F Kennedy Causeway/SR 934		
AM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
7:00 AM	1	1	4	1	0	1	0	2	10
7:15 AM	4	2	2	0	0	0	1	0	9
7:30 AM	1	3	0	2	0	0	2	4	12
7:45 AM	1	3	2	0	0	0	0	8	14
8:00 AM	2	1	2	3	0	0	2	4	14
8:15 AM	1	2	0	0	0	0	1	0	4
8:30 AM	0	2	3	3	0	1	2	1	12
8:45 AM	1	2	1	0	1	0	0	2	7
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
TOTAL VOLUMES :	11	16	14	9	1	2	8	21	82
APPROACH %'s :	40.74%	59.26%	60.87%	39.13%	33.33%	66.67%	27.59%	72.41%	
PEAK HR :	**08:00 AM - 09:00 AM**								TOTAL
PEAK HR VOL :	4	7	6	6	1	1	5	7	37
PEAK HR FACTOR :	0.500	0.875	0.500	0.500	0.250	0.250	0.625	0.438	0.661
	0.917		0.500		0.500		0.500		

PM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
4:00 PM	1	2	1	2	0	1	2	2	11
4:15 PM	1	0	2	2	0	0	0	1	6
4:30 PM	1	2	0	0	0	0	1	2	6
4:45 PM	1	1	2	3	0	0	1	1	9
5:00 PM	3	3	0	0	0	0	0	3	9
5:15 PM	2	0	0	0	0	0	3	1	6
5:30 PM	0	2	1	2	0	0	1	2	8
5:45 PM	1	2	0	1	0	0	2	0	6
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
TOTAL VOLUMES :	10	12	6	10	0	1	10	12	61
APPROACH %'s :	45.45%	54.55%	37.50%	62.50%	0.00%	100.00%	45.45%	54.55%	
PEAK HR :	**04:15 PM - 05:15 PM**								TOTAL
PEAK HR VOL :	6	6	4	5	0	0	2	7	30
PEAK HR FACTOR :	0.500	0.500	0.500	0.417			0.500	0.583	0.833
	0.500		0.450				0.750		

Prepared by National Data & Surveying Services

E Treasure Dr & 79th St/John F Kennedy Causeway/SR 934

Peak Hour Turning Movement Count

ID: 24-140149-003
City: North Bay Village

Day: Tuesday
Date: 5/14/2024

PEAK HOURS	COUNT PERIODS
08:00 AM - 09:00 AM	7:00 AM - 09:00 AM
NONE	NONE
04:15 PM - 05:15 PM	4:00 PM - 06:00 PM

CONTROL: Signalized

	AM	NOON	PM
TEV	3382	0	3229
PHF	0.95		0.97

SOUTHBOUND (E Treasure Dr)

	Left	Thru	Right	U-Turn	Total	
AM	0	1	5	0	11	AM
NOON	0	0	0	0	0	NOON
PM	0	0	6	0	23	PM

EASTBOUND (79th St/John F Kennedy Causeway/SR 934)

	AM	NOON	PM
Thru	1436	0	1731
Left	1	0	2
Thru	6	0	18
Right	1505	0	1134
U-Turn	107	0	142

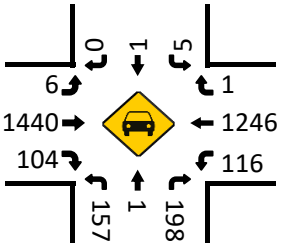
WESTBOUND (79th St/John F Kennedy Causeway/SR 934)

	PM	NOON	AM
U-Turn	5	0	3
Left	1621	0	1276
Thru	115	0	117
Right	1	0	1
Thru	1218	0	1710

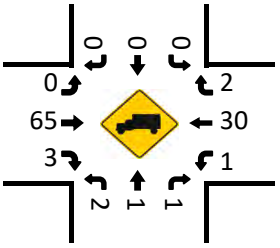
NORTHBOUND (E Treasure Dr)

	U-Turn	Left	Thru	Right	Total	
PM	257	0	108	0	77	PM
NOON	0	0	0	0	0	NOON
AM	225	0	159	2	199	AM

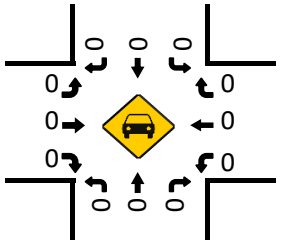
Cars (AM)



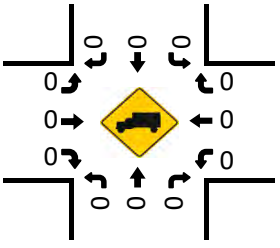
HT (AM)



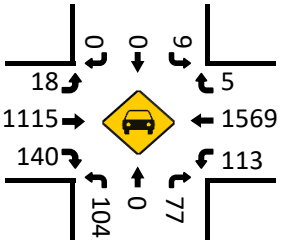
Cars (NOON)



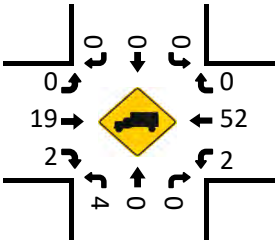
HT (NOON)



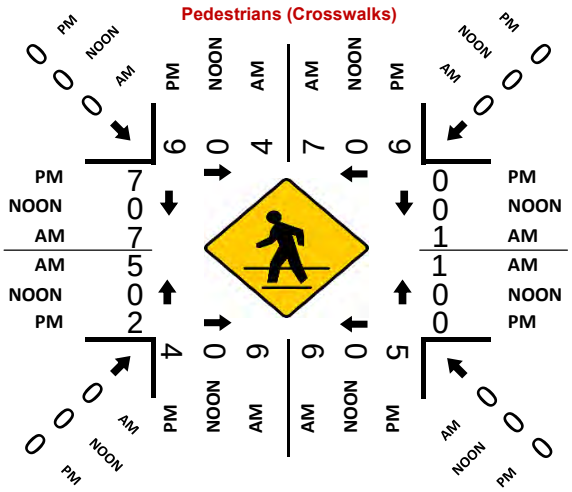
Cars (PM)



HT (PM)



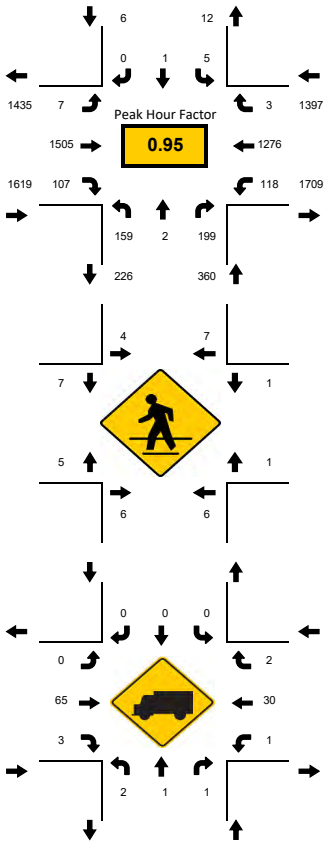
Pedestrians (Crosswalks)



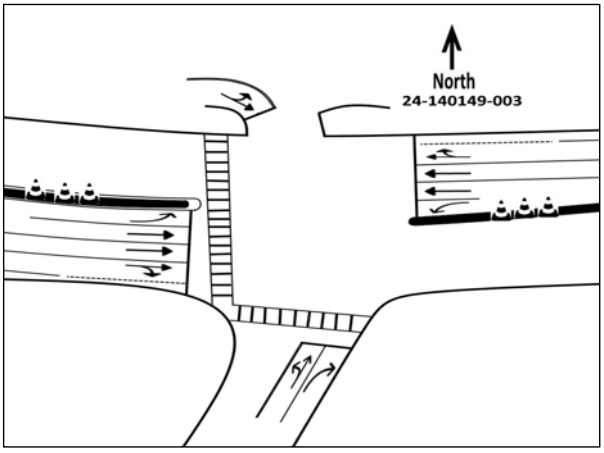
LOCATION: E Treasure Dr & 79th St/John F Kennedy Causeway/SR 934
CITY/STATE: North Bay Village, FL

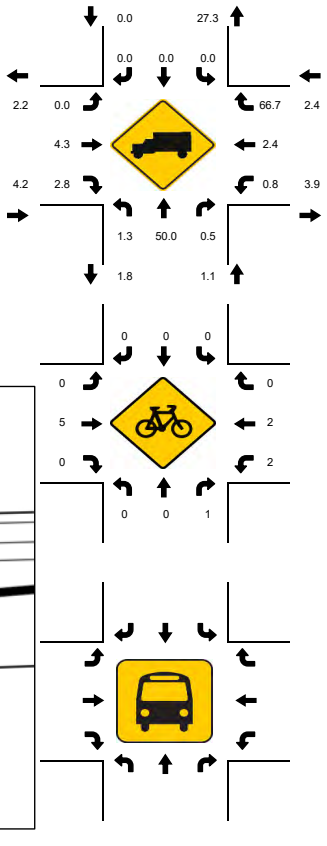
PROJECT ID: 24-140149-003
DATE: Tue, May 14, 2024

Peak-Hour: 08:00 AM - 09:00 AM
Peak 15-Minute: 08:15 AM - 08:30 AM



National Data & Surveying Services



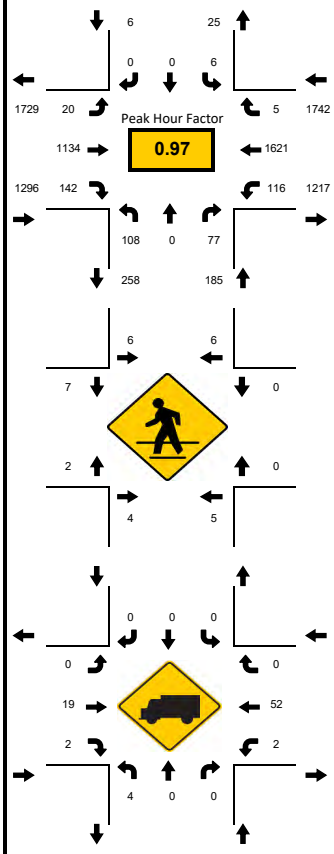


15-Min Count Period Beginning At	E Treasure Dr Northbound					E Treasure Dr Southbound					St/John F Kennedy Causeway/SR Eastbound					St/John F Kennedy Causeway/SR Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	30	0	7	0		0	0	0	0		2	270	12	0		9	213	0	0		543	2742
7:15 AM	28	0	26	0		0	0	0	0		0	332	12	0		13	253	1	0		665	3063
7:30 AM	38	0	34	0		2	0	0	0		1	356	29	0		16	267	0	1		744	3288
7:45 AM	39	0	46	0		2	0	0	0		1	384	30	0		13	273	2	0		790	3354
8:00 AM	32	0	47	0		1	0	0	0		2	425	32	1		41	283	0	0		864	3382
8:15 AM	61	0	68	0		1	0	0	0		0	365	35	0		44	314	1	1		890	2518
8:30 AM	37	1	56	0		2	1	0	0		2	368	19	0		26	296	2	0		810	1628
8:45 AM	29	1	28	0		1	0	0	0		2	347	21	0		6	383	0	0		818	818
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	244	4	272	0		8	4	0	0		8	1700	140	4		176	1532	8	4		**4104**	
Heavy Trucks	4	4	4	0		0	0	0	0		0	72	8	0		4	44	8	0		**148**	
Pedestrians		24					12					24					4				**64**	
Bicycles	0	0	4	0		0	0	0	0		0	16	0	0		4	4	0	0		**28**	
Buses																						
Stopped Buses																						

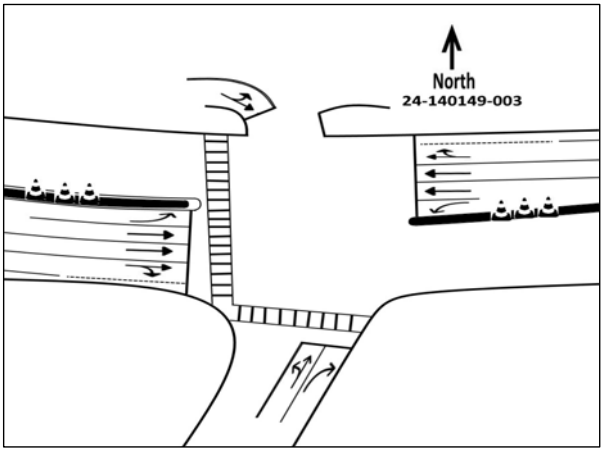
LOCATION: E Treasure Dr & 79th St/John F Kennedy Causeway/SR 934
CITY/STATE: North Bay Village, FL

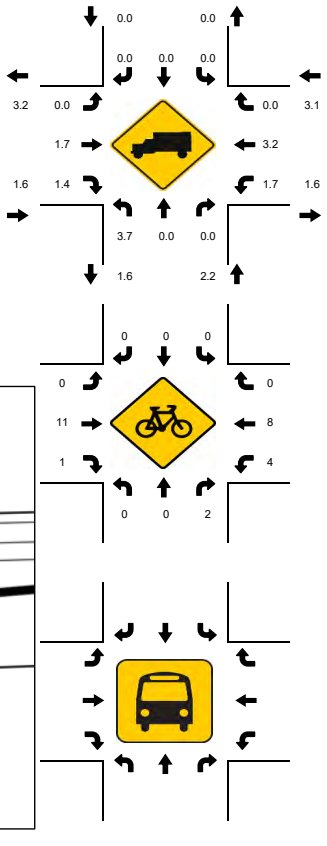
PROJECT ID: 24-140149-003
DATE: Tue, May 14, 2024

Peak-Hour: 04:15 PM - 05:15 PM
Peak 15-Minute: 05:00 PM - 05:15 PM



National Data & Surveying Services





15-Min Count Period Beginning At	E Treasure Dr Northbound					E Treasure Dr Southbound					St/John F Kennedy Causeway/St Eastbound					St/John F Kennedy Causeway/St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
4:00 PM	26	0	23	0		1	0	0	0		2	206	21	0		24	443	2	0		748	3148
4:15 PM	22	0	27	0		3	0	0	0		2	297	42	0		29	384	2	0		808	3229
4:30 PM	35	0	17	0		1	0	0	0		4	287	37	0		21	421	1	1		825	3201
4:45 PM	23	0	17	0		1	0	0	0		9	254	34	0		36	392	1	0		767	3179
5:00 PM	28	0	16	0		1	0	0	0		3	296	29	2		29	424	1	0		829	3214
5:15 PM	22	1	15	0		1	0	0	0		7	282	41	1		22	387	1	0		780	2385
5:30 PM	20	0	22	0		0	0	0	0		2	310	37	1		37	373	0	1		803	1605
5:45 PM	18	0	25	0		0	0	0	0		7	289	35	3		39	385	1	0		802	802
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	140	0	108	0		12	0	0	0		36	1188	168	8		144	1696	8	4		**3512**	
Heavy Trucks	8	0	0	0		0	0	0	0		0	24	4	0		4	68	0	0		**108**	
Pedestrians		20					24					12					0				**56**	
Bicycles	0	0	4	0		0	0	0	0		0	20	4	0		12	12	0	0		**52**	
Buses																						
Stopped Buses																						

Prepared by National Data & Surveying Services

Pedestrian Call Study

Location: Larry Paskow Way/HarborIsland Dr (NS) & 79th St/John F Kennedy Causeway/SR 934 (EW)
City: North Bay Village, FL

Time Of Call	Button Placed	Volume of Pedestrian Movements							
		NEB	NWB	SEB	SWB	ENB	ESB	WNB	WSB
7:01:41 AM	NW								1
7:10:54 AM	NW								1
7:20:07 AM	SW							1	
7:21:44 AM	NW								1
7:30:31 AM	SE				1				
7:50:44 AM	SW							1	
7:53:37 AM	SW							1	
7:59:16 AM	NW								1
8:05:01 AM	SE				1				
8:15:39 AM	SE				1				
8:15:58 AM	NW								1
8:23:11 AM	SE					1			
8:54:17 AM	SE					1			
4:00:14 PM	NW								1
4:20:52 PM	SE					1			
4:24:42 PM	NW								1
4:28:06 PM	SE					1			
4:29:38 PM	NE						1		
4:44:57 PM	SE				1				
4:56:13 PM	NW								1
5:11:07 PM	SE					1			
5:18:04 PM	SW							2	
5:27:18 PM	SW							1	
5:32:48 PM	SE					1			
5:56:38 PM	NW								1
Totals	***25***	***0***	***0***	***0***	***4***	***6***	***1***	***6***	***9***

Date: 5/14/2024

Day: Tuesday

INTERVAL	FREQUENCY of Buttons Pressed				
	NE	NW	SE	SW	
7:00 AM	0	2	0	0	
7:15 AM	0	1	0	1	
7:30 AM	0	0	1	0	
7:45 AM	0	1	0	2	
8:00 AM	0	0	1	0	
8:15 AM	0	1	2	0	
8:30 AM	0	0	0	0	
8:45 AM	0	0	1	0	
4:00 PM	0	1	0	0	
4:15 PM	1	1	2	0	
4:30 PM	0	0	1	0	
4:45 PM	0	1	0	0	
5:00 PM	0	0	1	0	
5:15 PM	0	0	0	2	
5:30 PM	0	0	1	0	
5:45 PM	0	1	0	0	
Totals	1	9	10	5	25

Prepared by National Data & Surveying Services

Pedestrian Call Study

Location: E Treasure Dr (NS) & 79th St/John F Kennedy Causeway/SR 934 (EW)
City: North Bay Village, FL

Time Of Call	Button Placed	Volume of Pedestrian Movements							
		NEB	NWB	SEB	SWB	ENB	ESB	WNB	WSB
7:00:16 AM	NW								1
7:06:37 AM	NW								1
7:42:00 AM	NW								1
7:53:00 AM	NW								7
7:57:34 AM	NW								1
8:03:55 AM	SW							2	
8:11:59 AM	NW								4
8:23:10 AM	SW							1	
8:39:36 AM	NW								1
8:56:05 AM	NW								1
4:00:59 PM	SW							1	
4:06:26 PM	NW								2
4:13:27 PM	NW								1
4:28:38 PM	SW							1	
4:37:31 PM	NW								2
4:51:35 PM	NW								1
5:02:52 PM	NW								2
5:14:19 PM	SW							1	
5:14:58 PM	SW							2	
5:24:39 PM	NW								1
5:29:58 PM	SW							1	
5:42:11 PM	NW								2
5:54:07 PM	SW							1	
5:58:36 PM	NW								2
Totals	***24***	***0***	***0***	***0***	***0***	***0***	***0***	***10***	***30***

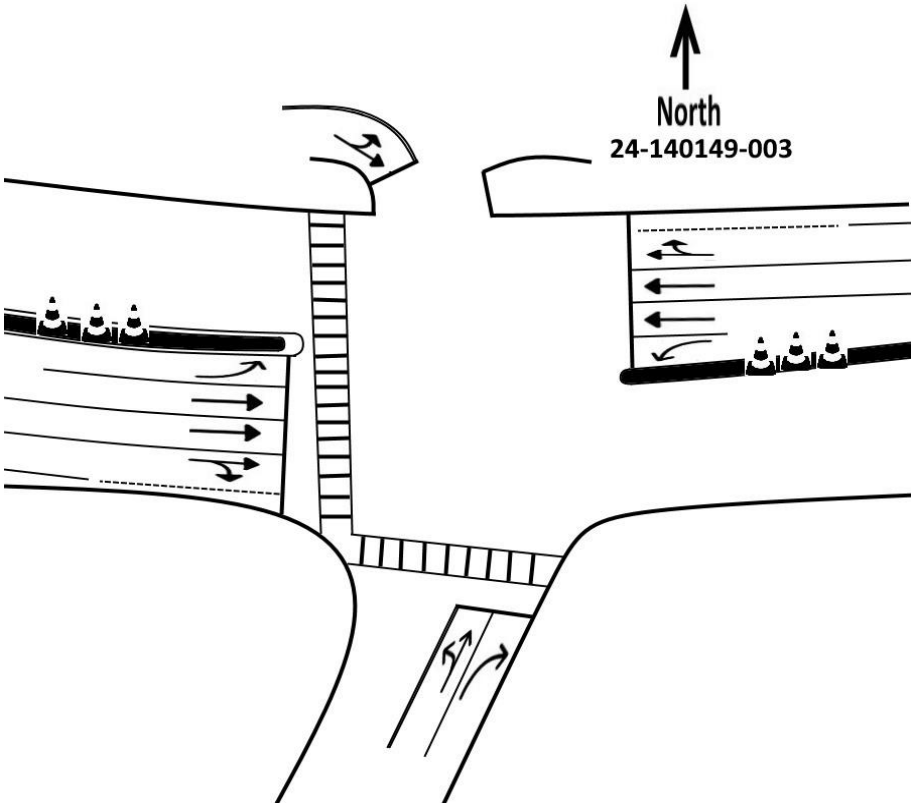
Date: 5/14/2024

Day: Tuesday

INTERVAL	FREQUENCY of Buttons Pressed				
	NE	NW	SE	SW	
7:00 AM	0	2	0	0	
7:15 AM	0	0	0	0	
7:30 AM	0	1	0	0	
7:45 AM	0	2	0	0	
8:00 AM	0	1	0	1	
8:15 AM	0	0	0	1	
8:30 AM	0	1	0	0	
8:45 AM	0	1	0	0	
4:00 PM	0	2	0	1	
4:15 PM	0	0	0	1	
4:30 PM	0	1	0	0	
4:45 PM	0	1	0	0	
5:00 PM	0	1	0	2	
5:15 PM	0	1	0	1	
5:30 PM	0	1	0	0	
5:45 PM	0	1	0	1	
Totals	**0**	**16**	**0**	**8**	**24**

National Data & Surveying Services

N/S Street: **E Treasure Dr**	Speed: **N/A**



E/W Street: **79th St/John F Kennedy Causeway/SR 934**

Speed: **30 MPH**

Site Code: **24-140149-003**

Date: **05/14/2024**

Weather: **Sunny**

City: **North Bay Village**

County: **Miami-Dade**

Count Times: **07:00 - 09:00**

16:00 - 18:00

Control: **Signalized**

SIGNAL TIMING

PHASES	**1**	**2**	**3**
SL/ST	00:51	-	-
NL/NT	00:26	00:16	00:29
WL/WT	00:16	00:20	00:13
ET/WT	01:01	01:51	01:48

Prepared by National Data & Surveying Services

VOLUME

79th St/John F Kennedy Causeway/SR 934 Bet Larry Paskow Way & E Treasure Dr

Day: Tuesday
Date: 5/14/2024

City: North Bay Village
Project #: FL24_140150_001

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	21,855	22,202	44,057

DAILY TOTALS

15-Minutes Interval

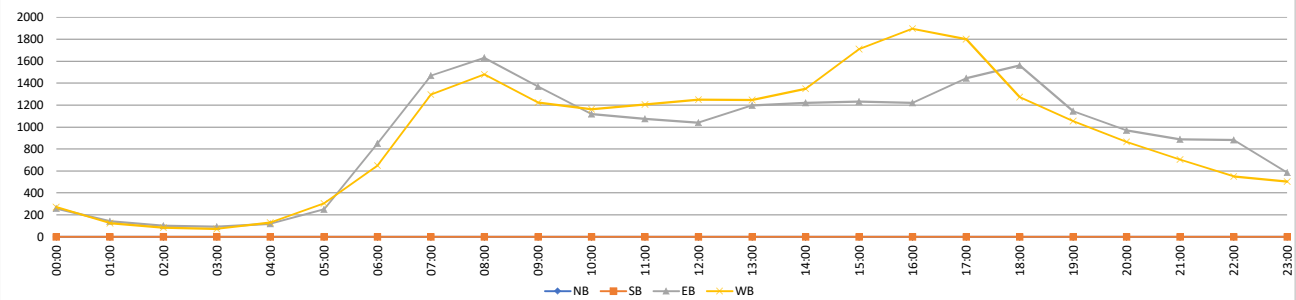
TIME	NB	SB	EB	WB	TOTAL	TIME	NB	SB	EB	WB	TOTAL
0:00			74	82	156	12:00			253	303	556
0:15			65	83	148	12:15			252	325	577
0:30			61	61	122	12:30			250	297	547
0:45			57	45	102	12:45			284	325	609
1:00			39	43	82	13:00			209	279	488
1:15			43	33	76	13:15			378	326	704
1:30			32	23	55	13:30			301	300	601
1:45			27	26	53	13:45			310	342	652
2:00			25	15	40	14:00			125	374	499
2:15			34	27	61	14:15			447	301	748
2:30			25	24	49	14:30			278	357	635
2:45			18	16	34	14:45			369	316	685
3:00			21	19	40	15:00			277	427	704
3:15			27	14	41	15:15			334	456	790
3:30			24	20	44	15:30			315	377	692
3:45			20	19	39	15:45			306	451	757
4:00			23	18	41	16:00			311	501	812
4:15			26	25	51	16:15			259	441	700
4:30			28	52	80	16:30			306	511	817
4:45			41	36	77	16:45			345	443	788
5:00			53	55	108	17:00			315	475	790
5:15			58	70	128	17:15			357	422	779
5:30			63	79	142	17:30			382	433	815
5:45			76	100	176	17:45			390	471	861
6:00			128	117	245	18:00			385	384	769
6:15			188	148	336	18:15			428	352	780
6:30			241	168	409	18:30			391	309	700
6:45			292	217	509	18:45			357	228	585
7:00			257	275	532	19:00			265	305	570
7:15			357	319	676	19:15			300	252	552
7:30			424	346	770	19:30			299	247	546
7:45			431	356	787	19:45			279	249	528
8:00			500	313	813	20:00			258	212	470
8:15			398	424	822	20:15			245	201	446
8:30			372	347	719	20:30			235	247	482
8:45			360	395	755	20:45			232	205	437
9:00			272	346	618	21:00			201	194	395
9:15			450	284	734	21:15			234	192	426
9:30			319	314	633	21:30			236	173	409
9:45			327	278	605	21:45			218	145	363
10:00			340	256	596	22:00			262	155	417
10:15			258	334	592	22:15			230	140	370
10:30			285	192	477	22:30			207	129	336
10:45			236	380	616	22:45			184	127	311
11:00			274	316	590	23:00			225	131	356
11:15			254	298	552	23:15			150	132	282
11:30			275	272	547	23:30			135	136	271
11:45			272	320	592	23:45			76	104	180
TOTALS	0	0	8470	8000	16470	TOTALS	0	0	13385	14202	27587
SPLIT %	0%	0%	51%	49%	37%	SPLIT %	0%	0%	49%	51%	63%

Hourly Intervals

TIME		NB	SB	EB	WB	TOTAL
00:00	01:00			257	271	528
01:00	02:00			141	125	266
02:00	03:00			102	82	184
03:00	04:00			92	72	164
04:00	05:00			118	131	249
05:00	06:00			250	304	554
06:00	07:00			849	650	1499
07:00	08:00			1469	1296	2765
08:00	09:00			1630	1479	3109
09:00	10:00			1368	1222	2590
10:00	11:00			1119	1162	2281
11:00	12:00			1075	1206	2281
12:00	13:00			1039	1250	2289
13:00	14:00			1198	1247	2445
14:00	15:00			1219	1348	2567
15:00	16:00			1232	1711	2943
16:00	17:00			1221	1896	3117
17:00	18:00			1444	1801	3245
18:00	19:00			1561	1273	2834
19:00	20:00			1143	1053	2196
20:00	21:00			970	865	1835
21:00	22:00			889	704	1593
22:00	23:00			883	551	1434
23:00	00:00			586	503	1089

STATISTICS

	NB	SB	EB	WB	TOTAL
Peak Period	00:00	to	12:00		
Volume			8470	8000	16470
Peak Hour			7:30	8:15	7:30
Peak Volume			1753	1512	3192
Peak Hour Factor			0.877	0.892	0.971
Peak Period	12:00	to	00:00		
Volume			13385	14202	27587
Peak Hour			17:45	15:45	17:00
Peak Volume			1594	1904	3245
Peak Hour Factor			0.931	0.932	0.942
Peak Period	07:00	to	09:00		
Volume			3099	2775	5874
Peak Hour			7:30	8:00	7:30
Peak Volume			1753	1479	3192
Peak Hour Factor			0.877	0.872	0.971
Peak Period	16:00	to	18:00		
Volume			2665	3697	6362
Peak Hour			17:00	16:00	17:00
Peak Volume			1444	1896	3245
Peak Hour Factor			0.926	0.928	0.942



Prepared by National Data & Surveying Services

VOLUME

79th St/John F Kennedy Causeway/SR 934 Bet Larry Paskow Way & E Treasure Dr

Day: Wednesday
Date: 5/15/2024

City: North Bay Village
Project #: FL24_140150_001

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	22,058	22,732	44,790

DAILY TOTALS

15-Minutes Interval

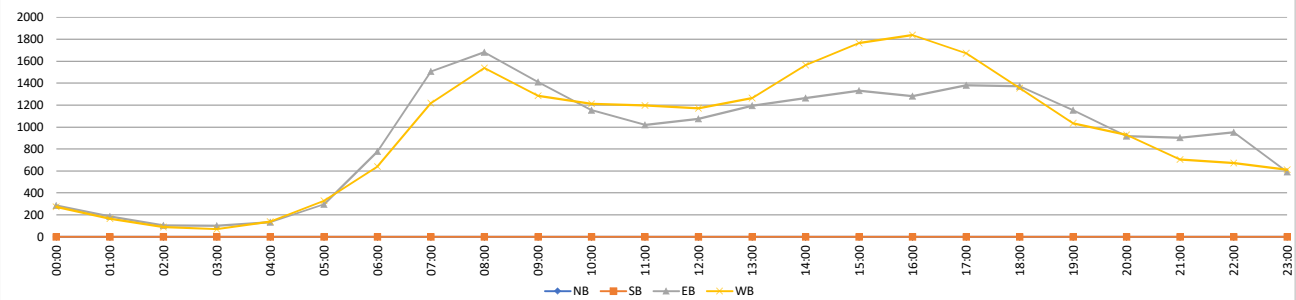
TIME	NB	SB	EB	WB	TOTAL	TIME	NB	SB	EB	WB	TOTAL
0:00			107	81	188	12:00			294	283	577
0:15			65	82	147	12:15			294	309	603
0:30			62	62	124	12:30			120	281	401
0:45			51	47	98	12:45			365	299	664
1:00			43	51	94	13:00			257	308	565
1:15			53	50	103	13:15			238	315	553
1:30			46	33	79	13:30			371	326	697
1:45			44	30	74	13:45			327	316	643
2:00			36	33	69	14:00			282	386	668
2:15			25	18	43	14:15			305	368	673
2:30			23	20	43	14:30			338	417	755
2:45			20	17	37	14:45			340	393	733
3:00			28	21	49	15:00			327	406	733
3:15			21	18	39	15:15			335	430	765
3:30			28	17	45	15:30			361	466	827
3:45			24	14	38	15:45			309	463	772
4:00			31	26	57	16:00			174	465	639
4:15			35	36	71	16:15			442	436	878
4:30			23	36	59	16:30			350	437	787
4:45			43	41	84	16:45			316	500	816
5:00			51	63	114	17:00			344	444	788
5:15			65	64	129	17:15			353	431	784
5:30			79	83	162	17:30			337	393	730
5:45			102	118	220	17:45			345	405	750
6:00			110	105	215	18:00			360	405	765
6:15			189	150	339	18:15			369	346	715
6:30			208	189	397	18:30			331	309	640
6:45			269	197	466	18:45			313	295	608
7:00			316	261	577	19:00			318	274	592
7:15			348	297	645	19:15			324	263	587
7:30			388	327	715	19:30			283	288	571
7:45			454	333	787	19:45			227	210	437
8:00			467	362	829	20:00			250	202	452
8:15			422	378	800	20:15			231	233	464
8:30			411	378	789	20:30			220	237	457
8:45			381	420	801	20:45			216	256	472
9:00			367	363	730	21:00			215	181	396
9:15			385	312	697	21:15			214	188	402
9:30			331	334	665	21:30			231	153	384
9:45			326	276	602	21:45			241	181	422
10:00			177	316	493	22:00			266	161	427
10:15			411	278	689	22:15			239	189	428
10:30			301	321	622	22:30			218	166	384
10:45			263	296	559	22:45			229	156	385
11:00			252	302	554	23:00			116	144	260
11:15			275	297	572	23:15			213	169	382
11:30			268	195	463	23:30			140	160	300
11:45			223	403	626	23:45			123	138	261
TOTALS	0	0	8647	8151	16798	TOTALS	0	0	13411	14581	27992
SPLIT %	0%	0%	51%	49%	38%	SPLIT %	0%	0%	48%	52%	62%

Hourly Intervals

TIME		NB	SB	EB	WB	TOTAL
00:00	01:00			285	272	557
01:00	02:00			186	164	350
02:00	03:00			104	88	192
03:00	04:00			101	70	171
04:00	05:00			132	139	271
05:00	06:00			297	328	625
06:00	07:00			776	641	1417
07:00	08:00			1506	1218	2724
08:00	09:00			1681	1538	3219
09:00	10:00			1409	1285	2694
10:00	11:00			1152	1211	2363
11:00	12:00			1018	1197	2215
12:00	13:00			1073	1172	2245
13:00	14:00			1193	1265	2458
14:00	15:00			1265	1564	2829
15:00	16:00			1332	1765	3097
16:00	17:00			1282	1838	3120
17:00	18:00			1379	1673	3052
18:00	19:00			1373	1355	2728
19:00	20:00			1152	1035	2187
20:00	21:00			917	928	1845
21:00	22:00			901	703	1604
22:00	23:00			952	672	1624
23:00	00:00			592	611	1203

STATISTICS

	NB	SB	EB	WB	TOTAL
Peak Period	00:00	to	12:00		
Volume			8647	8151	16798
Peak Hour			7:45	8:15	8:00
Peak Volume			1754	1539	3219
Peak Hour Factor			0.939	0.916	0.971
Peak Period	12:00	to	00:00		
Volume			13411	14581	27992
Peak Hour			16:15	16:00	16:15
Peak Volume			1452	1838	3269
Peak Hour Factor			0.821	0.919	0.931
Peak Period	07:00	to	09:00		
Volume			3187	2756	5943
Peak Hour			7:45	8:00	8:00
Peak Volume			1754	1538	3219
Peak Hour Factor			0.939	0.915	0.971
Peak Period	16:00	to	18:00		
Volume			2661	3511	6172
Peak Hour			16:15	16:00	16:15
Peak Volume			1452	1838	3269
Peak Hour Factor			0.821	0.919	0.931



Prepared by National Data & Surveying Services

VOLUME

79th St/John F Kennedy Causeway/SR 934 Bet Larry Paskow Way & E Treasure Dr

Day: Thursday
Date: 5/16/2024

City: North Bay Village
Project #: FL24_140150_001

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	22,104	23,262	45,366

15-Minutes Interval

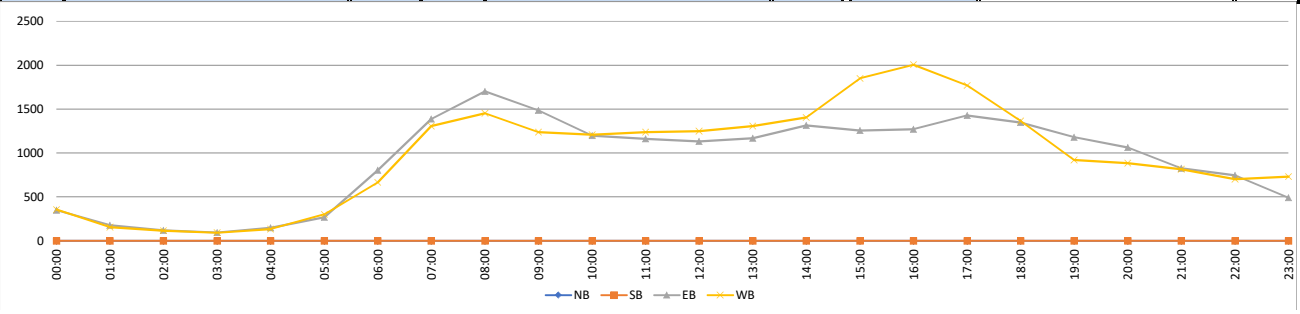
TIME	NB	SB	EB	WB	TOTAL	TIME	NB	SB	EB	WB	TOTAL
0:00			95	135	230	12:00			275	283	558
0:15			98	89	187	12:15			271	348	619
0:30			79	62	141	12:30			271	302	573
0:45			75	69	144	12:45			316	316	632
1:00			56	44	100	13:00			283	328	611
1:15			47	38	85	13:15			265	306	571
1:30			30	43	73	13:30			322	350	672
1:45			45	29	74	13:45			298	324	622
2:00			28	32	60	14:00			224	386	610
2:15			32	24	56	14:15			372	346	718
2:30			30	29	59	14:30			348	341	689
2:45			28	31	59	14:45			369	332	701
3:00			19	20	39	15:00			347	476	823
3:15			23	15	38	15:15			335	447	782
3:30			23	20	43	15:30			320	455	775
3:45			30	37	67	15:45			254	472	726
4:00			35	29	64	16:00			295	476	771
4:15			38	35	73	16:15			309	511	820
4:30			34	30	64	16:30			326	507	833
4:45			40	41	81	16:45			339	511	850
5:00			43	49	92	17:00			368	422	790
5:15			53	64	117	17:15			343	456	799
5:30			65	94	159	17:30			369	455	824
5:45			106	93	199	17:45			346	436	782
6:00			125	114	239	18:00			368	383	751
6:15			154	162	316	18:15			338	386	724
6:30			221	201	422	18:30			305	319	624
6:45			304	190	494	18:45			337	276	613
7:00			241	272	513	19:00			321	258	579
7:15			358	310	668	19:15			319	222	541
7:30			367	362	729	19:30			290	252	542
7:45			419	363	782	19:45			250	188	438
8:00			475	310	785	20:00			296	225	521
8:15			436	392	828	20:15			236	234	470
8:30			388	400	788	20:30			256	219	475
8:45			402	351	753	20:45			274	207	481
9:00			387	342	729	21:00			212	182	394
9:15			415	315	730	21:15			192	225	417
9:30			386	282	668	21:30			218	215	433
9:45			296	299	595	21:45			205	194	399
10:00			283	320	603	22:00			211	176	387
10:15			206	310	516	22:15			168	187	355
10:30			442	275	717	22:30			206	169	375
10:45			267	302	569	22:45			160	168	328
11:00			285	290	575	23:00			136	155	291
11:15			309	342	651	23:15			120	224	344
11:30			277	320	597	23:30			122	177	299
11:45			291	285	576	23:45			113	174	287
TOTALS	0	0	8886	8261	17147	TOTALS	0	0	13218	15001	28219
SPLIT %	0%	0%	52%	48%	38%	SPLIT %	0%	0%	47%	53%	62%

Hourly Intervals

TIME		NB	SB	EB	WB	TOTAL
00:00	01:00			347	355	702
01:00	02:00			178	154	332
02:00	03:00			118	116	234
03:00	04:00			95	92	187
04:00	05:00			147	135	282
05:00	06:00			267	300	567
06:00	07:00			804	667	1471
07:00	08:00			1385	1307	2692
08:00	09:00			1701	1453	3154
09:00	10:00			1484	1238	2722
10:00	11:00			1198	1207	2405
11:00	12:00			1162	1237	2399
12:00	13:00			1133	1249	2382
13:00	14:00			1168	1308	2476
14:00	15:00			1313	1405	2718
15:00	16:00			1256	1850	3106
16:00	17:00			1269	2005	3274
17:00	18:00			1426	1769	3195
18:00	19:00			1348	1364	2712
19:00	20:00			1180	920	2100
20:00	21:00			1062	885	1947
21:00	22:00			827	816	1643
22:00	23:00			745	700	1445
23:00	00:00			491	730	1221

STATISTICS

	NB	SB	EB	WB	TOTAL
Peak Period	00:00	to	12:00		
Volume			8886	8261	17147
Peak Hour			7:45	8:15	7:45
Peak Volume			1718	1485	3183
Peak Hour Factor			0.904	0.928	0.961
Peak Period	12:00	to	00:00		
Volume			13218	15001	28219
Peak Hour			14:15	16:00	16:15
Peak Volume			1436	2005	3293
Peak Hour Factor			0.965	0.981	0.969
Peak Period	07:00	to	09:00		
Volume			3086	2760	5846
Peak Hour			7:45	7:45	7:45
Peak Volume			1718	1465	3183
Peak Hour Factor			0.904	0.916	0.961
Peak Period	16:00	to	18:00		
Volume			2695	3774	6469
Peak Hour			17:00	16:00	16:15
Peak Volume			1426	2005	3293
Peak Hour Factor			0.966	0.981	0.969



Prepared by National Data & Surveying Services

VOLUME

East Dr E/O Harbor Island Dr

Day: Tuesday
Date: 5/14/2024

City: North Bay Village
Project #: FL24_140150_002

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	1,088	1,207	2,295

DAILY TOTALS

15-Minutes Interval

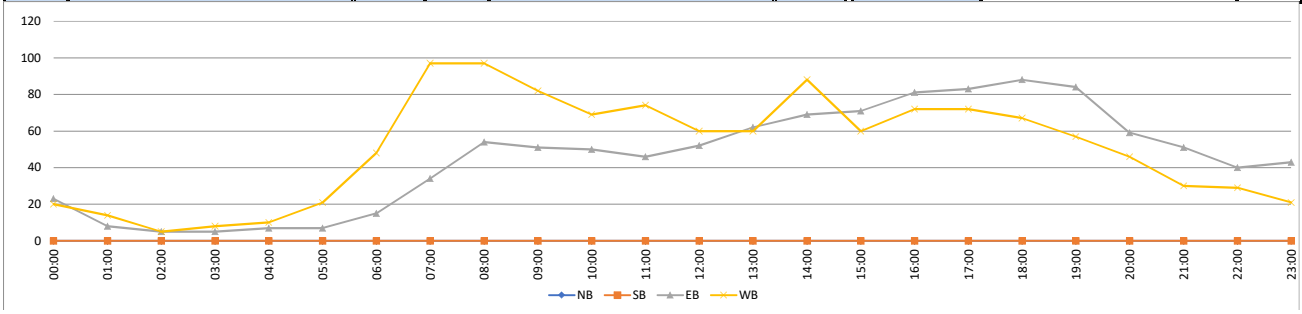
TIME	NB	SB	EB	WB	TOTAL	TIME	NB	SB	EB	WB	TOTAL
0:00			6	4	10	12:00			16	17	33
0:15			5	4	9	12:15			12	21	33
0:30			9	7	16	12:30			10	11	21
0:45			3	5	8	12:45			14	11	25
1:00			2	7	9	13:00			16	17	33
1:15			3	4	7	13:15			20	15	35
1:30			2	2	4	13:30			15	16	31
1:45			1	1	2	13:45			11	12	23
2:00			1	2	3	14:00			12	14	26
2:15			0	2	2	14:15			24	30	54
2:30			3	1	4	14:30			17	17	34
2:45			1	0	1	14:45			16	27	43
3:00			2	3	5	15:00			12	17	29
3:15			0	0	0	15:15			13	11	24
3:30			1	3	4	15:30			29	14	43
3:45			2	2	4	15:45			17	18	35
4:00			2	2	4	16:00			22	15	37
4:15			2	2	4	16:15			20	17	37
4:30			1	3	4	16:30			18	21	39
4:45			2	3	5	16:45			21	19	40
5:00			1	2	3	17:00			23	16	39
5:15			1	6	7	17:15			16	16	32
5:30			3	7	10	17:30			19	16	35
5:45			2	6	8	17:45			25	24	49
6:00			3	12	15	18:00			14	20	34
6:15			7	8	15	18:15			22	15	37
6:30			3	18	21	18:30			26	18	44
6:45			2	10	12	18:45			26	14	40
7:00			12	22	34	19:00			15	7	22
7:15			6	24	30	19:15			22	13	35
7:30			3	16	19	19:30			16	22	38
7:45			13	35	48	19:45			31	15	46
8:00			7	34	41	20:00			13	20	33
8:15			16	17	33	20:15			14	11	25
8:30			13	20	33	20:30			12	7	19
8:45			18	26	44	20:45			20	8	28
9:00			12	14	26	21:00			15	9	24
9:15			18	19	37	21:15			10	11	21
9:30			11	27	38	21:30			8	4	12
9:45			10	22	32	21:45			18	6	24
10:00			14	19	33	22:00			11	6	17
10:15			11	14	25	22:15			8	6	14
10:30			12	23	35	22:30			15	11	26
10:45			13	13	26	22:45			6	6	12
11:00			11	17	28	23:00			11	2	13
11:15			17	20	37	23:15			14	8	22
11:30			10	18	28	23:30			10	5	15
11:45			8	19	27	23:45			8	6	14
TOTALS	0	0	305	545	850	TOTALS	0	0	783	662	1445
SPLIT %	0%	0%	36%	64%	37%	SPLIT %	0%	0%	54%	46%	63%

Hourly Intervals

TIME		NB	SB	EB	WB	TOTAL
00:00	01:00			23	20	43
01:00	02:00			8	14	22
02:00	03:00			5	5	10
03:00	04:00			5	8	13
04:00	05:00			7	10	17
05:00	06:00			7	21	28
06:00	07:00			15	48	63
07:00	08:00			34	97	131
08:00	09:00			54	97	151
09:00	10:00			51	82	133
10:00	11:00			50	69	119
11:00	12:00			46	74	120
12:00	13:00			52	60	112
13:00	14:00			62	60	122
14:00	15:00			69	88	157
15:00	16:00			71	60	131
16:00	17:00			81	72	153
17:00	18:00			83	72	155
18:00	19:00			88	67	155
19:00	20:00			84	57	141
20:00	21:00			59	46	105
21:00	22:00			51	30	81
22:00	23:00			40	29	69
23:00	00:00			43	21	64

STATISTICS

	NB	SB	EB	WB	TOTAL
Peak Period	00:00	to	12:00		
Volume			305	545	850
Peak Hour			8:30	7:15	7:45
Peak Volume			61	109	155
Peak Hour Factor			0.847	0.779	0.807
Peak Period	12:00	to	00:00		
Volume			783	662	1445
Peak Hour			18:15	14:15	17:45
Peak Volume			89	91	164
Peak Hour Factor			0.856	0.758	0.837
Peak Period	07:00	to	09:00		
Volume			88	194	282
Peak Hour			8:00	7:15	7:45
Peak Volume			54	109	155
Peak Hour Factor			0.750	0.779	0.807
Peak Period	16:00	to	18:00		
Volume			164	144	308
Peak Hour			17:00	16:15	16:15
Peak Volume			83	73	155
Peak Hour Factor			0.830	0.869	0.969



Prepared by National Data & Surveying Services

VOLUME

East Dr E/O Harbor Island Dr

Day: Wednesday
Date: 5/15/2024

City: North Bay Village
Project #: FL24_140150_002

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	1,114	1,206	2,320

DAILY TOTALS

15-Minutes Interval

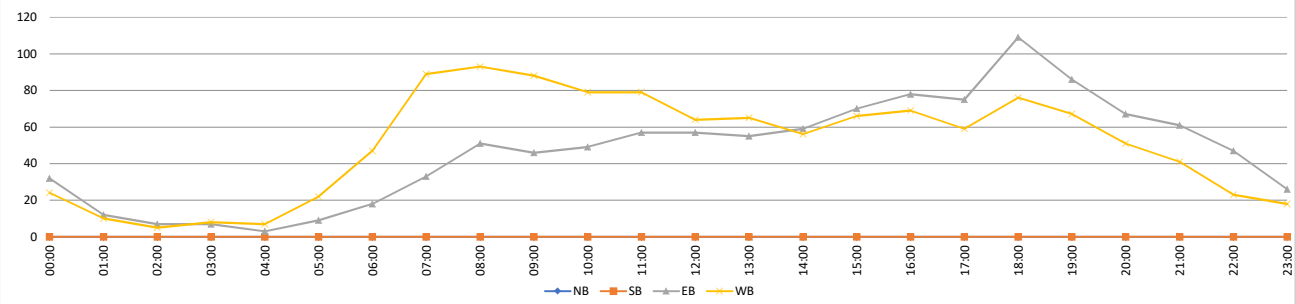
TIME	NB	SB	EB	WB	TOTAL	TIME	NB	SB	EB	WB	TOTAL
0:00			10	10	20	12:00			14	16	30
0:15			12	5	17	12:15			15	15	30
0:30			4	6	10	12:30			10	18	28
0:45			6	3	9	12:45			18	15	33
1:00			2	4	6	13:00			14	16	30
1:15			3	1	4	13:15			11	17	28
1:30			5	2	7	13:30			13	19	32
1:45			2	3	5	13:45			17	13	30
2:00			2	1	3	14:00			12	15	27
2:15			1	2	3	14:15			17	13	30
2:30			2	1	3	14:30			15	16	31
2:45			2	1	3	14:45			15	12	27
3:00			0	0	0	15:00			14	15	29
3:15			4	1	5	15:15			18	18	36
3:30			0	2	2	15:30			18	14	32
3:45			3	5	8	15:45			20	19	39
4:00			2	4	6	16:00			17	12	29
4:15			0	1	1	16:15			23	17	40
4:30			1	2	3	16:30			16	17	33
4:45			0	0	0	16:45			22	23	45
5:00			0	3	3	17:00			20	10	30
5:15			1	2	3	17:15			17	23	40
5:30			4	6	10	17:30			18	13	31
5:45			4	11	15	17:45			20	13	33
6:00			7	8	15	18:00			40	28	68
6:15			1	13	14	18:15			29	24	53
6:30			1	12	13	18:30			20	10	30
6:45			9	14	23	18:45			20	14	34
7:00			5	21	26	19:00			19	16	35
7:15			10	29	39	19:15			21	14	35
7:30			7	10	17	19:30			18	18	36
7:45			11	29	40	19:45			28	19	47
8:00			11	36	47	20:00			12	17	29
8:15			17	14	31	20:15			16	16	32
8:30			10	26	36	20:30			17	7	24
8:45			13	17	30	20:45			22	11	33
9:00			14	25	39	21:00			11	5	16
9:15			5	20	25	21:15			21	13	34
9:30			15	24	39	21:30			17	9	26
9:45			12	19	31	21:45			12	14	26
10:00			4	18	22	22:00			15	10	25
10:15			21	14	35	22:15			12	5	17
10:30			18	32	50	22:30			10	6	16
10:45			6	15	21	22:45			10	2	12
11:00			10	13	23	23:00			6	6	12
11:15			21	21	42	23:15			11	7	18
11:30			13	24	37	23:30			5	2	7
11:45			13	21	34	23:45			4	3	7
TOTALS	0	0	324	551	875	TOTALS	0	0	790	655	1445
SPLIT %	0%	0%	37%	63%	38%	SPLIT %	0%	0%	55%	45%	62%

Hourly Intervals

TIME		NB	SB	EB	WB	TOTAL
00:00	01:00			32	24	56
01:00	02:00			12	10	22
02:00	03:00			7	5	12
03:00	04:00			7	8	15
04:00	05:00			3	7	10
05:00	06:00			9	22	31
06:00	07:00			18	47	65
07:00	08:00			33	89	122
08:00	09:00			51	93	144
09:00	10:00			46	88	134
10:00	11:00			49	79	128
11:00	12:00			57	79	136
12:00	13:00			57	64	121
13:00	14:00			55	65	120
14:00	15:00			59	56	115
15:00	16:00			70	66	136
16:00	17:00			78	69	147
17:00	18:00			75	59	134
18:00	19:00			109	76	185
19:00	20:00			86	67	153
20:00	21:00			67	51	118
21:00	22:00			61	41	102
22:00	23:00			47	23	70
23:00	00:00			26	18	44

STATISTICS

	NB	SB	EB	WB	TOTAL
Peak Period	00:00	to	12:00		
Volume			324	551	875
Peak Hour			11:00	7:45	7:45
Peak Volume			57	105	154
Peak Hour Factor			0.679	0.729	0.819
Peak Period	12:00	to	00:00		
Volume			790	655	1445
Peak Hour			17:45	17:30	17:30
Peak Volume			109	78	185
Peak Hour Factor			0.681	0.696	0.680
Peak Period	07:00	to	09:00		
Volume			84	182	266
Peak Hour			8:00	7:45	7:45
Peak Volume			51	105	154
Peak Hour Factor			0.750	0.729	0.819
Peak Period	16:00	to	18:00		
Volume			153	128	281
Peak Hour			16:15	16:30	16:15
Peak Volume			81	73	148
Peak Hour Factor			0.880	0.793	0.822



Prepared by National Data & Surveying Services

VOLUME

East Dr E/O Harbor Island Dr

Day: Thursday
Date: 5/16/2024

City: North Bay Village
Project #: FL24_140150_002

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	1,138	1,214	2,352

DAILY TOTALS

15-Minutes Interval

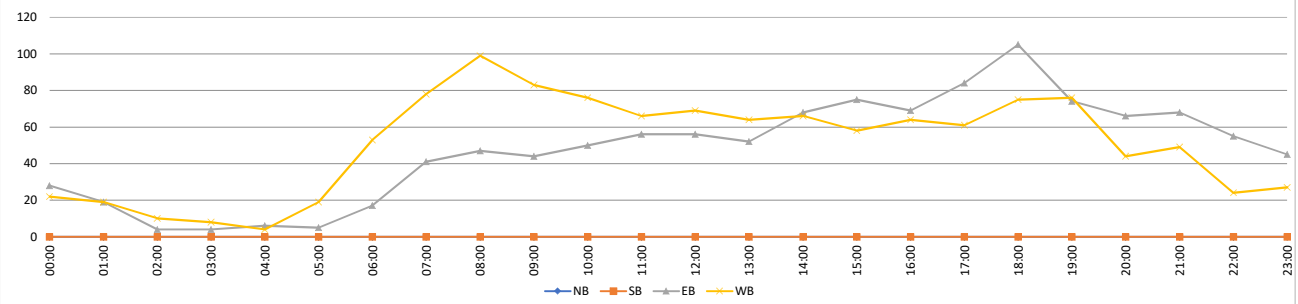
TIME	NB	SB	EB	WB	TOTAL	TIME	NB	SB	EB	WB	TOTAL
0:00			11	5	16	12:00			10	15	25
0:15			5	7	12	12:15			17	18	35
0:30			5	3	8	12:30			13	13	26
0:45			7	7	14	12:45			16	23	39
1:00			5	5	10	13:00			10	17	27
1:15			8	3	11	13:15			15	10	25
1:30			3	6	9	13:30			9	21	30
1:45			3	5	8	13:45			18	16	34
2:00			2	3	5	14:00			10	14	24
2:15			0	1	1	14:15			23	10	33
2:30			2	1	3	14:30			16	25	41
2:45			0	5	5	14:45			19	17	36
3:00			0	0	0	15:00			13	15	28
3:15			0	3	3	15:15			24	16	40
3:30			0	1	1	15:30			20	12	32
3:45			4	4	8	15:45			18	15	33
4:00			3	2	5	16:00			14	11	25
4:15			1	1	2	16:15			20	17	37
4:30			0	0	0	16:30			22	19	41
4:45			2	1	3	16:45			13	17	30
5:00			0	1	1	17:00			20	20	40
5:15			0	2	2	17:15			23	13	36
5:30			1	6	7	17:30			23	16	39
5:45			4	10	14	17:45			18	12	30
6:00			4	11	15	18:00			29	19	48
6:15			4	11	15	18:15			24	23	47
6:30			4	18	22	18:30			27	12	39
6:45			5	13	18	18:45			25	21	46
7:00			8	19	27	19:00			15	19	34
7:15			11	16	27	19:15			22	27	49
7:30			13	21	34	19:30			17	14	31
7:45			9	22	31	19:45			20	16	36
8:00			9	28	37	20:00			14	10	24
8:15			14	18	32	20:15			22	11	33
8:30			14	27	41	20:30			14	9	23
8:45			10	26	36	20:45			16	14	30
9:00			16	21	37	21:00			19	22	41
9:15			11	19	30	21:15			19	5	24
9:30			6	26	32	21:30			20	11	31
9:45			11	17	28	21:45			10	11	21
10:00			12	21	33	22:00			12	9	21
10:15			6	17	23	22:15			14	8	22
10:30			20	20	40	22:30			17	2	19
10:45			12	18	30	22:45			12	5	17
11:00			14	23	37	23:00			11	9	20
11:15			11	10	21	23:15			9	5	14
11:30			14	16	30	23:30			13	8	21
11:45			17	17	34	23:45			12	5	17
TOTALS	0	0	321	537	858	TOTALS	0	0	817	677	1494
SPLIT %	0%	0%	37%	63%	36%	SPLIT %	0%	0%	55%	45%	64%

Hourly Intervals

TIME		NB	SB	EB	WB	TOTAL
00:00	01:00			28	22	50
01:00	02:00			19	19	38
02:00	03:00			4	10	14
03:00	04:00			4	8	12
04:00	05:00			6	4	10
05:00	06:00			5	19	24
06:00	07:00			17	53	70
07:00	08:00			41	78	119
08:00	09:00			47	99	146
09:00	10:00			44	83	127
10:00	11:00			50	76	126
11:00	12:00			56	66	122
12:00	13:00			56	69	125
13:00	14:00			52	64	116
14:00	15:00			68	66	134
15:00	16:00			75	58	133
16:00	17:00			69	64	133
17:00	18:00			84	61	145
18:00	19:00			105	75	180
19:00	20:00			74	76	150
20:00	21:00			66	44	110
21:00	22:00			68	49	117
22:00	23:00			55	24	79
23:00	00:00			45	27	72

STATISTICS

	NB	SB	EB	WB	TOTAL
Peak Period	00:00	to	12:00		
Volume			321	537	858
Peak Hour			10:30	8:00	8:00
Peak Volume			57	99	146
Peak Hour Factor			0.713	0.884	0.890
Peak Period	12:00	to	00:00		
Volume			817	677	1494
Peak Hour			18:00	18:45	18:00
Peak Volume			105	81	180
Peak Hour Factor			0.905	0.750	0.938
Peak Period	07:00	to	09:00		
Volume			88	177	265
Peak Hour			8:00	8:00	8:00
Peak Volume			47	99	146
Peak Hour Factor			0.839	0.884	0.890
Peak Period	16:00	to	18:00		
Volume			153	125	278
Peak Hour			17:00	16:15	16:15
Peak Volume			84	73	148
Peak Hour Factor			0.913	0.913	0.902



Signal Timings

TOD Schedule Report

for 3015: Harbor Dr&J. F. Kennedy Blvd

Print Date: 10/4/2021

Print Time: 3:59 PM

Asset	Intersection	TOD Schedule	Op Mode	Plan #	Cycle	Offset	TOD Setting	Active PhaseBank	Active Maximum
3015	Harbor Dr&J. F. Kennedy Blvd	DOW-2	TOD	N/A	0	0	N/A	0	Max 0

Splits

PH 1	PH 2	PH 3	PH 4	PH 5	PH 6	PH 7	PH 8
EBL	WBT	SBT	NBT	WBL	EBT	-	-
0	0	0	0	0	0	0	0



Active Phase Bank: Phase Bank 1

Phase	Walk Phase Bank 1	Walk Phase Bank 2	Walk Phase Bank 3	Don't Walk Phase Bank 1	Don't Walk Phase Bank 2	Don't Walk Phase Bank 3	Min Initial Phase Bank 1	Min Initial Phase Bank 2	Min Initial Phase Bank 3	Veh Ext Phase Bank 1	Veh Ext Phase Bank 2	Veh Ext Phase Bank 3	Max Limit Phase Bank 1	Max Limit Phase Bank 2	Max Limit Phase Bank 3	Max 2 Phase Bank 1	Max 2 Phase Bank 2	Max 2 Phase Bank 3	Yellow	Red
1 EBL	0	0	0	0	0	0	5	5	5	2	2	2	20	15	6	20	15	6	3.7	3.3
2 WBT	4	4	4	36	36	36	4	4	4	1	1	1	100	50	45	0	75	45	4	3.3
3 SBT	4	4	4	24	24	24	7	7	7	2.5	2.5	2.5	20	16	12	60	16	10	4	3.7
4 NBT	4	4	4	24	24	24	10	10	10	4	4	4	20	16	10	60	16	8	4	3.7
5 WBL	0	0	0	0	0	0	5	5	5	2	2	2	20	15	6	20	15	6	3.7	3.3
6 EBT	4	4	4	36	36	36	4	4	4	1	1	1	100	50	45	0	75	45	4	3.3
7 -	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8 -	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Last In Service Date: unknown

Permitted Phases

	12345678
Default	123456--
External Permit 0	--------
External Permit 1	-234-6--
External Permit 2	-234-6--

TOD Schedule Report

for 3015: Harbor Dr&J. F. Kennedy Blvd

Print Date: 10/4/2021

Print Time: 3:59 PM

Current TOD Schedule	Plan	Cycle	Green Time 1 EBL	2 WBT	3 SBT	4 NBT	5 WBL	6 EBT	7 -	8 -	Ring Offset	Offset
	1	120	10	48	16	16	10	48	0	0	0	14
	2	110	7	53	10	10	7	53	0	0	0	76
	3	110	12	47	11	10	8	51	0	0	0	62
	4	150	9	48	35	28	14	43	0	0	0	106
	5	100	5	45	10	10	5	45	0	0	0	14
	6	100	8	42	9	11	6	44	0	0	0	14
	8	150	9	55	28	28	11	53	0	0	0	102
	9	150	9	55	28	28	11	53	0	0	0	97
	11	140	6	47	29	28	10	43	0	0	0	5
	12	110	8	34	29	9	8	34	0	0	0	101
	15	130	8	54	29	9	8	54	0	0	0	58
	23	90	5	20	27	8	5	20	0	0	0	10

Local TOD Schedule

Time	Plan	DOW
0000	Free	Su M T W Th F S
0600	4	M T W Th F
0800	4	Su S
1330	8	M T W Th F
1530	9	M T W Th F
2000	11	Su S
2200	11	M T W Th F

Current Time of Day Function

Time	Function	Settings *	Day of Week
0000	TOD OUTPUTS	--------	SuM T W ThF S

Local Time of Day Function

Time	Function	Settings *	Day of Week
0000	TOD OUTPUTS	--------	SuM T W ThF S

*** Settings**

Blank - FREE - Phase Bank 1, Max 1
Blank - Plan - Phase Bank 1, Max 2
1 - Phase Bank 2, Max 1
2 - Phase Bank 2, Max 2
3 - Phase Bank 3, Max 1
4 - Phase Bank 3, Max 2
5 - EXTERNAL PERMIT 1
6 - EXTERNAL PERMIT 2
7 - X-PED OMIT
8 - TBA

No Calendar Defined/Enabled

1253

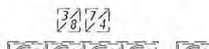
SIGNAL OPERATING PLAN

	Direction		EB			WB			SB			NB		Ped Heads				N
Timing Phases	Head No.		1/6	6	6R	5/2	2	2R	3/8	8	8R	7/4	4	P2	P4	P6	P8	Movements/Display/Actuation
(1+5)	Dwell		R/<G	R	R	R/<G	R	R	R	R	R/G>	R	R	DW	DW	DW	DW	
E/WLT	Clear To	(1+6)	R/<G	R	R	R/<Y	R	R	R	R	R/G>	R	R	DW	DW	DW	DW	
JFK BLVD		(2+5)	R/<Y	R	R	R/<G	R	R	R	R	R/Y>	R	R	DW	DW	DW	DW	
		(2+6)	R/<Y	R	R	R/<Y	R	R	R	R	R/Y>	R	R	DW	DW	DW	DW	
(Actuated)																		
(1+6)	Dwell		<G/R	G	G	R	R	R	R	R	R/G>	R	R	D/W	D/W	W/F	D/W	
EB	Clear To	(2+6)	<Y/R	G	G	R	R	R	R	R	R/Y>	R	R	D/W	D/W	D/W	D/W	
JFK BLVD																		
(Actuated)																		
(2+5)	Dwell		R	R	R	<G/G	G	G	R	R	R	R	R	W/F	D/W	D/W	D/W	
WB	Clear To	(2+6)	R	R	R	<Y/G	G	G	R	R	R	R	R	W/F	D/W	D/W	D/W	
JFK BLVD																		
(Actuated)																		
(2+6)	Dwell		G	G	G	G	G	R	R	R	R	R	R	W/F	D/W	W/F	D/W	
E/WB	Clear To	3	Y	Y	Y	Y	Y	Y	R	R	R	R	R	D/W	D/W	D/W	D/W	
JFK BLVD		4	Y	Y	Y	Y	Y	Y	R	R	R	R	R	D/W	D/W	D/W	D/W	
(Actuated)																		
3	Dwell		R	R	R/R	R	R	R/G>	R/<G	G	G	R/R	R	D/W	D/W	D/W	W/F	
SB	Clear To	4	R	R	R/R	R	R	R/Y>	R/<Y	Y	Y	R/R	R	D/W	D/W	D/W	D/W	
TREASURE DR		(1+5)	R	R	R/R	R	R	R/Y>	R/<Y	Y	Y	R/R	R	D/W	D/W	D/W	D/W	
		(1+6)	R	R	R/R	R	R	R/Y>	R/<Y	Y	Y	R/R	R	D/W	D/W	D/W	D/W	
(Actuated)		(2+5)	R	R	R/R	R	R	R/Y>	R/<Y	Y	Y	R/R	R	D/W	D/W	D/W	D/W	
		(2+6)	R	R	R/R	R	R	R/Y>	R/<Y	Y	Y	R/R	R	D/W	D/W	D/W	D/W	
4	Dwell		R	R	R/G>	R	R	R	R	R	R	<G/G	G	D/W	W/F	D/W	D/W	
NB	Clear To	(1+5)	R	R	R/Y>	R	R	R	R	R	R	<Y/Y	Y	D/W	D/W	D/W	D/W	
TREASURE DR		(1+6)	R	R	R/Y>	R	R	R	R	R	R	<Y/Y	Y	D/W	D/W	D/W	D/W	
		(2+5)	R	R	R/Y>	R	R	R	R	R	R	<Y/Y	Y	D/W	D/W	D/W	D/W	
(Actuated)		(2+6)	R	R	R/Y>	R	R	R	R	R	R	<Y/Y	Y	D/W	D/W	D/W	D/W	
Flashing Operation			FY	FY	FY	FY	FY	FY	FR	FR	FR	FR	FR					Page 1 of 1

Miami-Dade County Public Works Department

Drawn	Date	J.F. Kennedy BLVD & Harbor Island Dr		
Carlos Espinoza	8/14/2020			
Checked	Date	Placed in Service	Phasing No.	Asset Number
	9/4/2020	Date / By	9	3015

SIGNAL HEAD AND SIGN DETAILS



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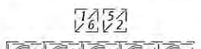
(TO REMAIN)



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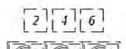
(TO REMAIN)



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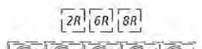
(TO REMAIN)



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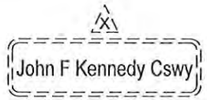
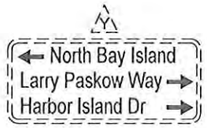
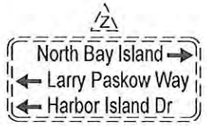
(TO REMAIN)



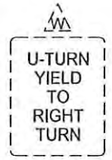
EXISTING IISNS
(TO REMAIN)



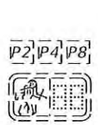
EXISTING IISNS
(TO REMAIN)



EXISTING IISNS
(TO REMAIN)



EXIST. SIGN PANEL
(TO REMAIN)



PED. SIGNAL
EXISTING
(TO REMAIN)



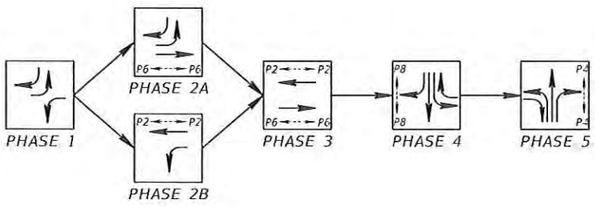
EXIST. SIGN PANEL
(TO REMAIN)

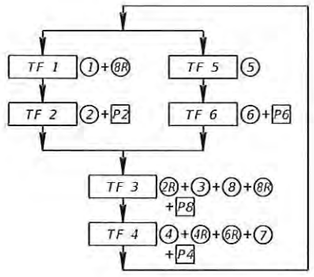


PED. SIGNAL
COUNTDOWN
1 WAY

653-1-11
2 AS

S.O.P.





DETECTORS FOR LOOPS			
LOOP	No. OF LOOPS	No. OF NEW DETS.	No. OF EXIST. DETS.
L-1	1		1
L-3	1		1
L-4	1		1
L-5	1		1
L-7	1		1
L-8	1		1
L-8R	1		1

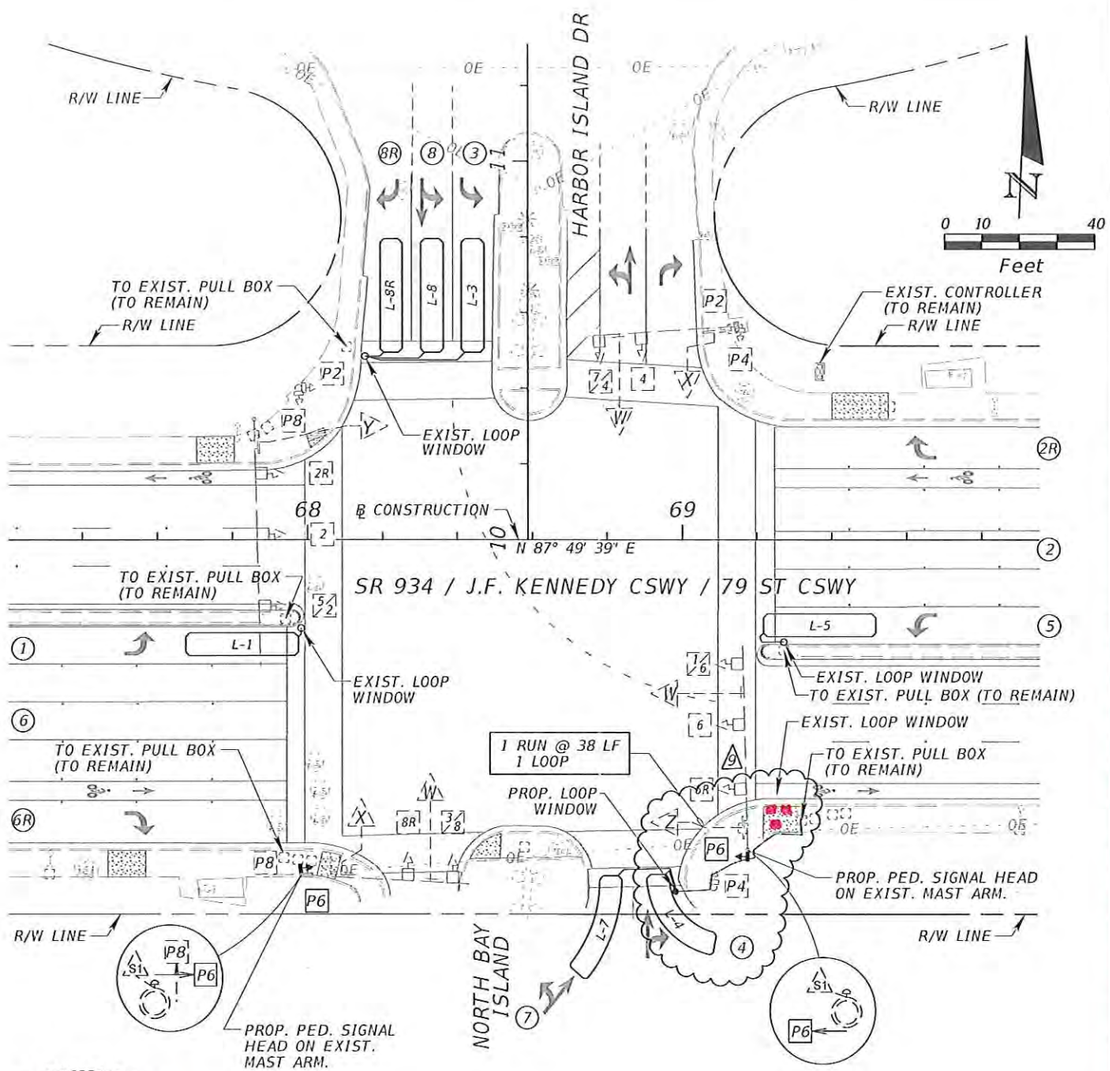
660-2-101 7 AS

CONTROLLER OPERATIONS:

1. MAJOR STREET: SR 934 / J.F. KENNEDY CSWY
   MINOR STREET: HARBOR ISLAND DR / NORTH BAY ISLAND
2. SIGNAL OPERATING PLAN (SOP) AS SHOWN
3. FLASHING OPERATION: 2, 2R, 6 & 6R - YELLOW
   3, 4, 7, 8 & 8R - RED

NOTES:

1. SIGNAL TIMING TO BE PROVIDED BY MIAMI-DADE COUNTY PUBLIC WORKS AND WASTE MANAGEMENT, TRAFFIC SIGNALS AND SIGNS DIVISION.
2. PEDESTRIAN SIGNAL HEADS TO BE ORIENTED TO THE CENTER OF THE RAMP THEY SERVE.



ALEJANDRO G. MEITIN
LICENSE
No. 44744
5/25/2016
STATE OF FLORIDA
PROFESSIONAL ENGINEER

CONTROLLER ITEM	
670-5-400	1 AS

CONDUIT & CABLE ITEMS	
632-7-2	25 LF
632-7-2	38 LF

Florida Safety Contractors Inc.
Asbuilt
7-25-16

SR 934 / J.F. KENNEDY CSWY AND HARBOR ISLAND DR
INTERSECTION ID No. 3015

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
5/24/16	9A REVISED LOOP CONDUIT LOCATION		

C H Perez and Associates Consulting Engineers, Inc.
Certificate of Authorization No. 25976
9594 NW 41 Street, Suite 201 | Doral, Florida 33178
Tel. (305) 592-1070 | Fax. (305) 592-1078
Alejandro G. Meitin
Florida P.E. No. 44744
www.p-a.cc a.g.m@p-a.cc

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD No.	COUNTY	FINANCIAL PROJECT ID
934	MIAMI-DADE	431180-1-52-01

SIGNALIZATION PLAN

SHEET No. T-5

$USERS $DATE$ $TIME$ $FILE$

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

TOD Schedule Report

for 3016: J. F. Kennedy Blvd&Treasure Dr E

Print Date: 10/4/2021

Print Time: 3:59 PM

Asset	Intersection	TOD Schedule	Op Mode	Plan #	Cycle	Offset	TOD Setting	Active PhaseBank	Active Maximum
3016	J. F. Kennedy Blvd&Treasure Dr E	DOW-2	TOD	N/A	0	0	N/A	0	Max 0

Splits

PH 1	PH 2	PH 3	PH 4	PH 5	PH 6	PH 7	PH 8
EBL	WBT	SBT	NBT	WBL	EBT	-	-
0	0	0	0	0	0	0	0



Active Phase Bank: Phase Bank 1

Phase	Walk Phase Bank 1	Walk Phase Bank 2	Walk Phase Bank 3	Don't Walk Phase Bank 1	Don't Walk Phase Bank 2	Don't Walk Phase Bank 3	Min Initial Phase Bank 1	Min Initial Phase Bank 2	Min Initial Phase Bank 3	Veh Ext Phase Bank 1	Veh Ext Phase Bank 2	Veh Ext Phase Bank 3	Max Limit Phase Bank 1	Max Limit Phase Bank 2	Max Limit Phase Bank 3	Max 2 Phase Bank 1	Max 2 Phase Bank 2	Max 2 Phase Bank 3	Yellow	Red
1 EBL	0	0	0	0	0	0	5	5	5	2	2	2	5	5	5	14	12	12	3.7	2.5
2 WBT	4	4	4	19	19	19	7	7	7	1	1	1	40	40	40	0	40	40	4	2.5
3 SBT	4	4	4	36	36	36	7	7	7	2.5	2.5	2.5	7	7	7	40	10	12	4	3
4 NBT	0	0	0	0	0	0	7	7	7	3	2.5	2.5	7	7	7	20	12	16	4	3.1
5 WBL	0	0	0	0	0	0	5	5	5	2	2	2	5	5	5	14	10	12	3.7	2.5
6 EBT	4	4	4	19	19	19	7	7	7	1	1	1	40	40	40	0	40	40	4	2.5
7 -	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8 -	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Last In Service Date: unknown

Permitted Phases

	12345678
Default	123456--
External Permit 0	-234-6--
External Permit 1	-234-6--
External Permit 2	-234-6--

1255

TOD Schedule Report

for 3016: J. F. Kennedy Blvd&Treasure Dr E

Print Date: 10/4/2021

Print Time: 3:59 PM

Current TOD Schedule	Plan	Cycle	Green Time 1 EBL	2 WBT	3 SBT	4 NBT	5 WBL	6 EBT	7 -	8 -	Ring Offset	Offset
	1	120	9	39	34	12	9	39	0	0	0	19
	2	120	8	31	41	14	8	31	0	0	0	106
	3	120	9	35	38	12	9	35	0	0	0	27
	4	150	10	54	41	19	10	54	0	0	0	106
	5	120	9	39	34	12	9	39	0	0	0	29
	6	120	9	39	34	12	9	39	0	0	0	19
	8	150	14	50	41	19	14	50	0	0	0	106
	9	150	11	53	41	19	11	53	0	0	0	146
	11	140	9	50	41	14	9	50	0	0	0	5
	12	110	9	25	38	12	9	25	0	0	0	10
	15	130	8	50	38	8	8	50	0	0	0	48

Local TOD Schedule

Time	Plan	DOW
0000	Free	Su M T W Th F S
0600	4	M T W Th F
0800	4	Su S
1330	8	M T W Th F
1530	9	M T W Th F
2000	11	Su S
2200	11	M T W Th F

Current Time of Day Function

Time	Function	Settings *	Day of Week
0000	TOD OUTPUTS	--------	SuM T W ThF S

Local Time of Day Function

Time	Function	Settings *	Day of Week
0000	TOD OUTPUTS	--------	SuM T W ThF S

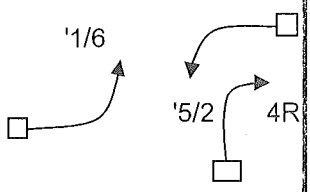
*** Settings**

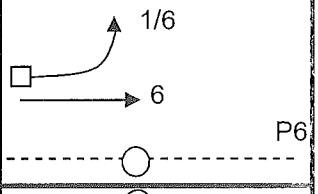
Blank - FREE - Phase Bank 1, Max 1
Blank - Plan - Phase Bank 1, Max 2
1 - Phase Bank 2, Max 1
2 - Phase Bank 2, Max 2
3 - Phase Bank 3, Max 1
4 - Phase Bank 3, Max 2
5 - EXTERNAL PERMIT 1
6 - EXTERNAL PERMIT 2
7 - X-PED OMIT
8 - TBA

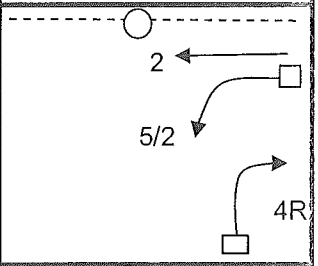
No Calendar Defined/Enabled

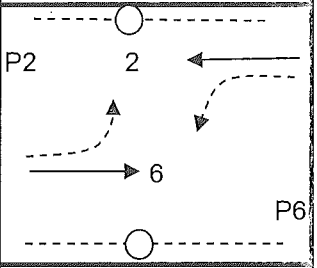
SIGNAL OPERATING PLAN

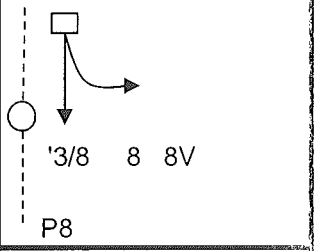
	Direction	EB		WB		SB			NB		Ped Heads				N
Timing Phases	Head No.	1/6	6	5/2	2	3/8	8	8V	7/4	4R	P2	P6		P8	Movements/Display/Actuation
(1+5)	Dwell	<G/R	R	<G/R	R	R	R	R	R	R/G>	DW	DW		DW	
E/WLT	1+6	<G/R	R	<Y/R	R	R	R	R	R	R/Y>	DW	DW		DW	
	2+5	<Y/R	R	<G/R	R	R	R	R	R	R/G>	DW	DW		DW	
JFK BLVD	2+6	<Y/R	R	<Y/R	R	R	R	R	R	R/Y>	DW	DW		DW	
(ACTUATED)															
(1+6)	Dwell	<G/G	G	G	G	R	R	R	R	R	DW	W/F		DW	
	2+6	<Y/G	Y	Y	Y	R	R	R	R	R	DW	W/F		DW	
EB															
JFK BLVD															
(ACTUATED)															
(2+5)		R	R	<G/G	G	R	R	R	R	R/G>	W/F	DW		DW	
	2+6	R	R	<Y/G	G	R	R	R	R	R/Y>	W/F	DW		DW	
WB															
JFK BLVD															
(ACTUATED)															
(2+6)	Dwell	G	G	G	G	R	R	R	R	R	W/F	W/F		DW	
	3	Y	Y	Y	Y	R	R	R	R	R	DW	DW		DW	
E/WB	4	Y	Y	Y	Y	R	R	R	R	R	DW	DW		DW	
JFK BLVD															
(RECALL)															
3	Dwell	R	R	R	R	<G/G	G	G	R	R	DW	DW		W/F	
	4	R	R	R	R	Y	Y	Y	R	R	DW	DW		DW	
SB	1+5	R	R	R	R	Y	Y	Y	R	R	DW	DW		DW	
	1+6	R	R	R	R	Y	Y	Y	R	R	DW	DW		DW	
TREASURE DR	2+5	R	R	R	R	Y	Y	Y	R	R	DW	DW		DW	
	2+6	R	R	R	R	Y	Y	Y	R	R	DW	DW		DW	
(ACTUATED)															
4	Dwell	R	R	R	R	R	R	R	<G/G	G	DW	DW		DW	
	1+5	R	R	R	R	R	R	R	Y	Y	DW	DW		DW	
NB	1+6	R	R	R	R	R	R	R	Y	Y	DW	DW		DW	
	2+5	R	R	R	R	R	R	R	Y	Y	DW	DW		DW	
TREASURE DR	2+6	R	R	R	R	R	R	R	Y	Y	DW	DW		DW	
(ACTUATED)															
Flashing Operation		FY	FY	FY	FY	FR	FR	FR	FR	FR					Page 1 of 1

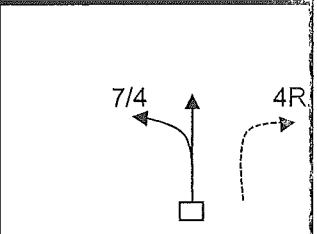








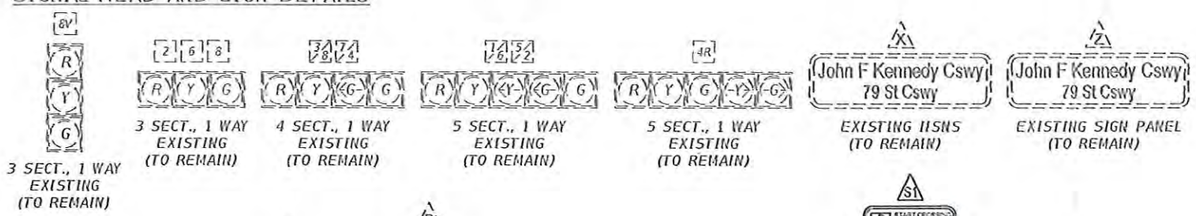




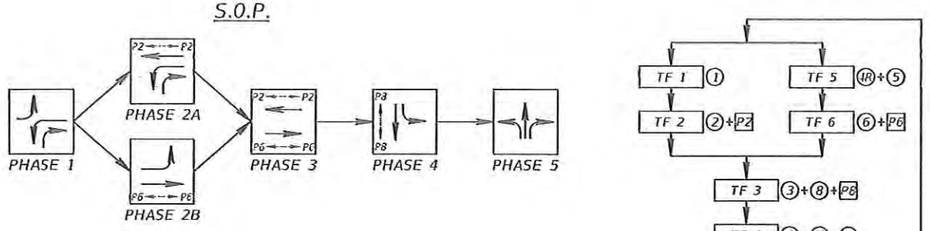
Miami-Dade County Public Works Department

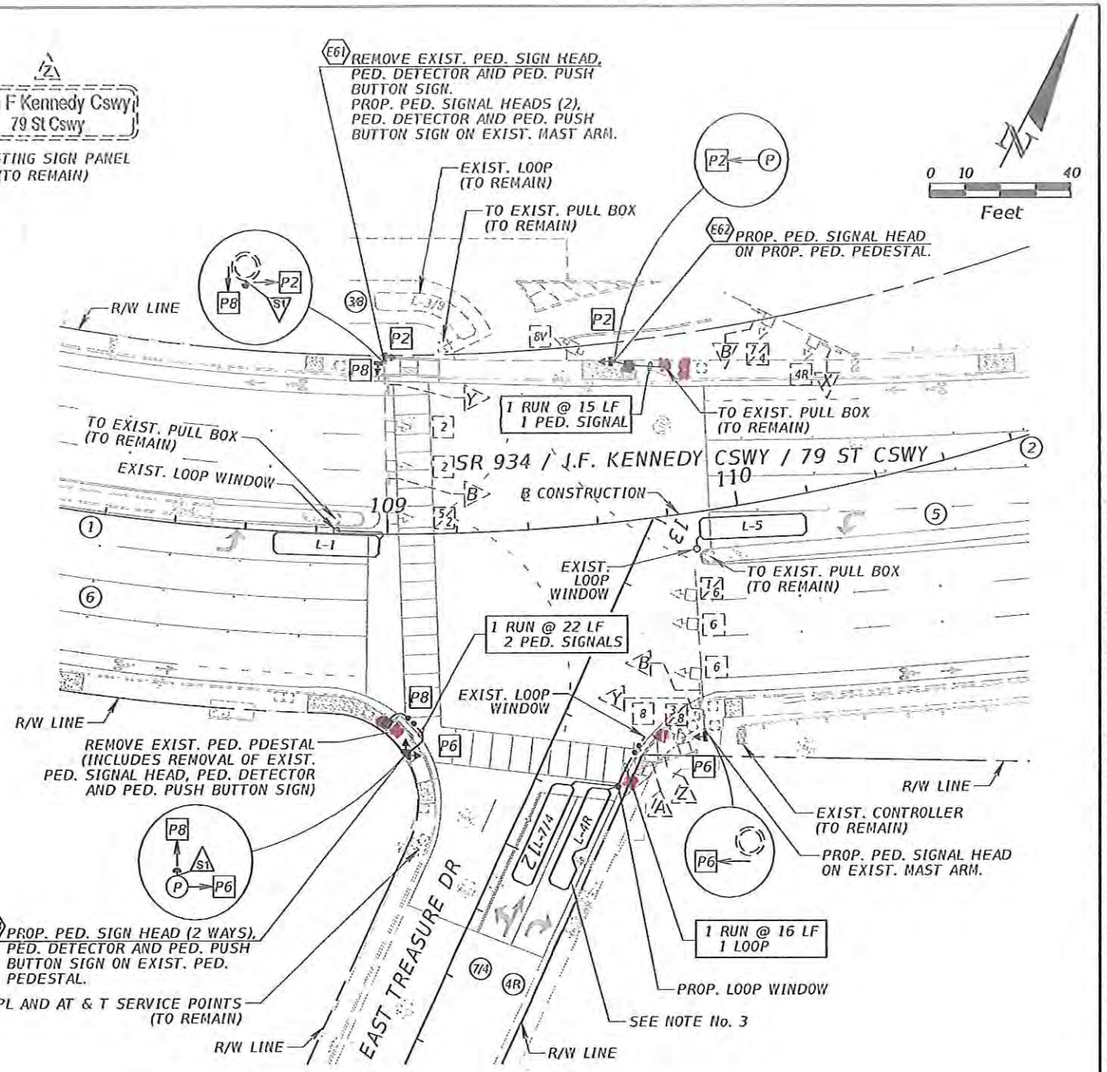
Designed by:	Date	J.F. KENNEDY BLVD & TREASURE DR E		
WILLIAM RIVERA-PAZ	5/20/2016			
Checked by:	Date	Placed in Service	Phasing No.	Asset Number
		Date 7/19/16 By FSC	11	3016

SIGNAL HEAD AND SIGN DETAILS



S.O.P.





CONTROLLER OPERATIONS:

1. MAJOR STREET: SR 934 / J.F. KENNEDY CSWY
   MINOR STREET: EAST TREASURE DR
2. SIGNAL OPERATING PLAN (SOP) AS SHOWN
3. FLASHING OPERATION: 2 & 6 – YELLOW
   3, 4, 4R & 8 – RED

PROPOSED PEDESTRIAN SIGNALS				
ID	STA	OFFSET	ALUM POLE	PUSH BUTTON
E61	PROP. PED. DETECTOR & SIGN PANEL ON EXIST. PEDESTAL			1
E62	109+70	BACK OF SIDEWALK (LT)	1	
E63	109+05	BACK OF SIDEWALK (RT)	1	1

635-2-11 2 EA
646-1-11 2 EA
665-1-11 2 EA

NOTES:

1. SIGNAL TIMING TO BE PROVIDED BY MIAMI-DADE COUNTY PUBLIC WORKS AND WASTE MANAGEMENT, TRAFFIC SIGNALS AND SIGNS DIVISION.
2. PEDESTRIAN SIGNAL HEADS TO BE ORIENTED TO THE CENTER OF THE RAMP THEY SERVE.
3. LOOP SHALL BE INSTALLED TO AVOID ANY CONFLICT WITH THE EXISTING UTILITY COVER. PLAN ONLY SHOWS A GRAPHICAL VIEW OF SUCH INSTALL SHAPE.

DETECTORS FOR LOOPS			
LOOP	No. OF LOOPS	No. OF EXIST. LOOPS	No. OF EXIST. DETS.
L-1	1		1
L-4R	1		1
L-7/4	1		1
L-5	1		1
L-3/8		1	1

660-2-101 4 AS

CONTROLLER ITEM		CONDUIT & CABLE ITEMS		REMOVAL ITEMS	
670-5-400	1 AS	630-2-12	56 LF	646-1-60	1 EA
		632-7-2	280 LF	653-1-60	2 EA
				665-1-60	2 EA

Florida Safety Contractors Inc.
Asbuilt
7-25-16

SR 934 / J.F. KENNEDY CSWY AND EAST TREASURE DR
INTERSECTION ID No. 3016

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

C H Perez and Associates Consulting Engineers, Inc.
Certificate of Authorization No. 25976
5594 NW 41 Street, Suite 201 | Doral, Florida 33178
Tel. (305) 592-1070 | Fax. (305) 592-1078
Alejandro G. Meitin
Florida P.E. No. 44744
www.p-a.cc agm@p-a.cc

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD No.	COUNTY	FINANCIAL PROJECT ID
934	MIAMI-DADE	431180-1-52-01

SIGNALIZATION PLAN

SHEET No. T-9

mefaura 1/15/2015 11:52:34 AM U:\130352DS01-795thCauseway_AmericanConsulting\431180152O1\signals\plans09.dgn

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

Background Growth

Treasure Island

23156 Background Growth Rate

Station*	Location	Linear	Exponential	Decaying Exponential
870533	SR 934/N BAY CSWY, 450' EAST OF ADVENTURE AVE	Rate = 2.59% R^2 = 34.66%	Rate = 2.52% R^2 = 33.42%	Rate = 2.37% R^2 = 28.81%
870142	SR 934/NW/NE 79 ST, 350' WEST OF PELICAN HARBOUR DR	Rate = 0.59% R^2 = 7.85%	Rate = 0.63% R^2 = 8.88%	Rate = 0.90% R^2 = 16.01%
	Average:	**1.06%**	**1.58%**	1.64%

*Based on data for years 2013 - 2022 (Ten Years)

Treasure Island

23156 Background Growth Rate

Station*	Location	Linear	Exponential	Decaying Exponential
870533	SR 934/N BAY CSWY, 450' EAST OF ADVENTURE AVE	Rate = -0.38% R^2 = 2.32%	Rate = -0.38% R^2 = 2.17%	Rate = -0.82% R^2 = 11.66%
870142	SR 934/NW/NE 79 ST, 350' WEST OF PELICAN HARBOUR DR	Rate = 2.22% R^2 = 61.36%	Rate = 2.15% R^2 = 60.52%	Rate = 1.80% R^2 = 42.16%
	Average:	**0.61%**	**0.89%**	**0.49%**

*Based on data for years 2018 - 2022 (Five years)

Treasure Island

23156 Background Growth Rate

Station	Location	2018	2019	2020	2021	2022
870533	SR 934/N BAY CSWY, 450' EAST OF ADVENTURE AVE	41,000	39,500	37,000	39,000	40,500
870142	SR 934/NW/NE 79 ST, 350' WEST OF PELICAN HARBOUR DR	44,000	41,500	40,500	43,500	45,000
Total		85,000	81,000	77,500	82,500	85,500
Yearly Growth			-4.7%	-4.3%	6.5%	3.6%
Growth Trend						0.3%

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2022 HISTORICAL AADT REPORT

COUNTY: 87 - MIAMI-DADE

SITE: 0533 - SR 934/N BAY CSWY, 450' EAST OF ADVENTURE AVE

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	40500 C	E 19500	W 21000	9.00	54.70	2.90
2021	39000 C	E 19500	W 19500	9.00	54.30	5.40
2020	37000 C	E 18500	W 18500	9.00	54.20	2.10
2019	39500 C	E 21500	W 18000	9.00	54.60	6.40
2018	41000 C	E 21000	W 20000	9.00	54.30	4.60
2017	39500 C	E 20000	W 19500	9.00	55.00	8.40
2016	30500 C	E 15500	W 15000	9.00	54.50	8.70
2015	37500 C	E 18500	W 19000	9.00	54.70	11.80
2014	27500 C	E 12500	W 15000	9.00	54.50	10.40
2013	36500 C	E 17500	W 19000	9.00	52.40	9.00
2012	36500 C	E 18000	W 18500	9.00	55.70	10.50
2011	38000 C	E 17500	W 20500	9.00	55.10	10.50
2010	35500 C	E 17500	W 18000	8.98	54.08	9.50
2009	29500 C	E 15000	W 14500	8.99	53.24	8.40
2008	30500 C	E 15500	W 15000	9.09	55.75	9.60
2007	31500 C	E 16000	W 15500	8.01	54.34	6.60

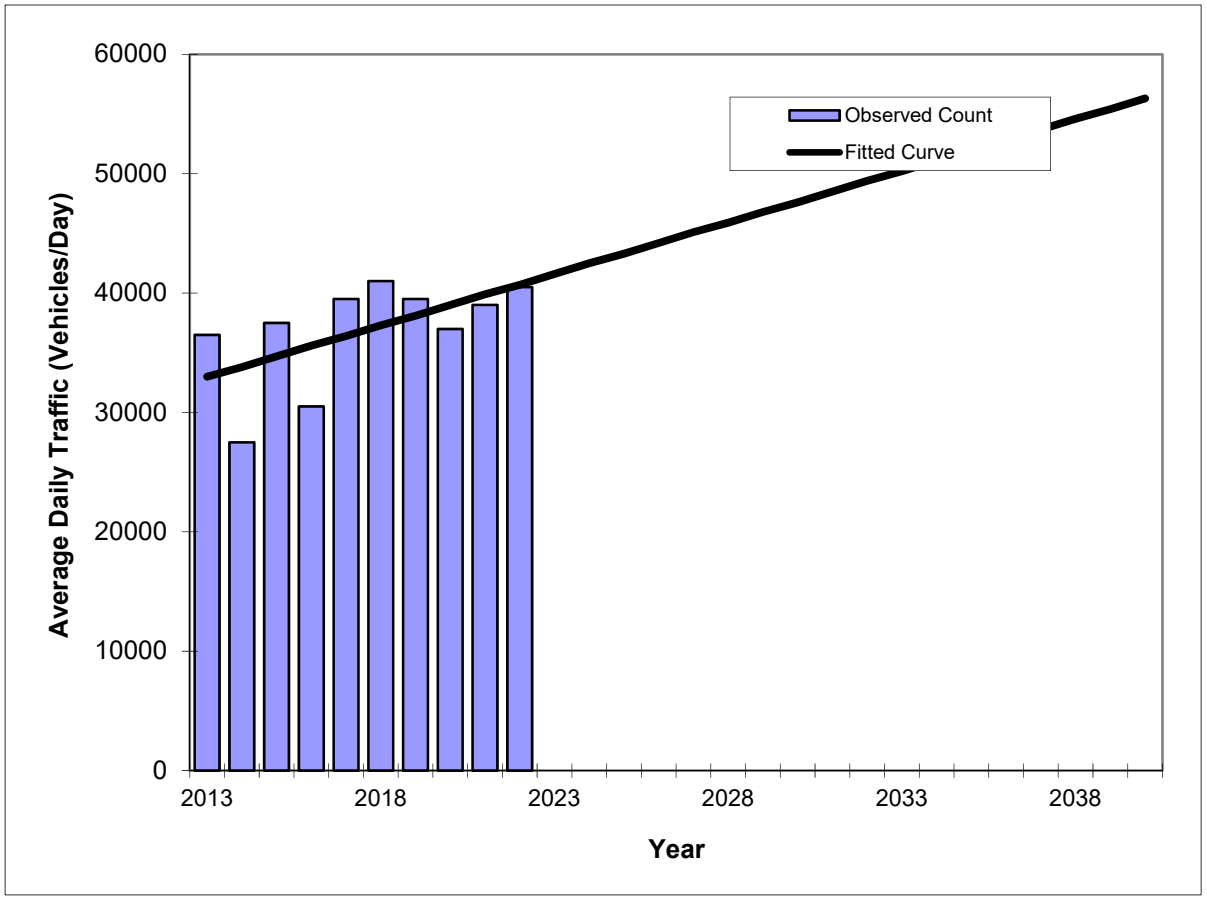
AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends - V03.a

SR 934/N BAY CSWY, 450' EAST OF ADVENTURE AVE -- 87080000

FIN#	**1234**
Location	**2.9**

County:	Miami-Dade (87)
Station #:	870533
Highway:	SR 934/N BAY CSWY, 450' EAST OF ADVENTURE AVE



Year	Traffic (ADT/AADT) Count*	Trend**
2013	36500	33000
2014	27500	33800
2015	37500	34700
2016	30500	35600
2017	39500	36400
2018	41000	37300
2019	39500	38100
2020	37000	39000
2021	39000	39900
2022	40500	40700
2026 Opening Year Trend		
2026	N/A	44200
2023 Mid-Year Trend		
2023	N/A	41600
2033 Design Year Trend		
2033	N/A	50200
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

**** Annual Trend Increase:**	864
Trend R-squared:	34.66%
Trend Annual Historic Growth Rate:	2.59%
Trend Growth Rate (2022 to Design Year):	2.12%
Printed:	27-Jul-23

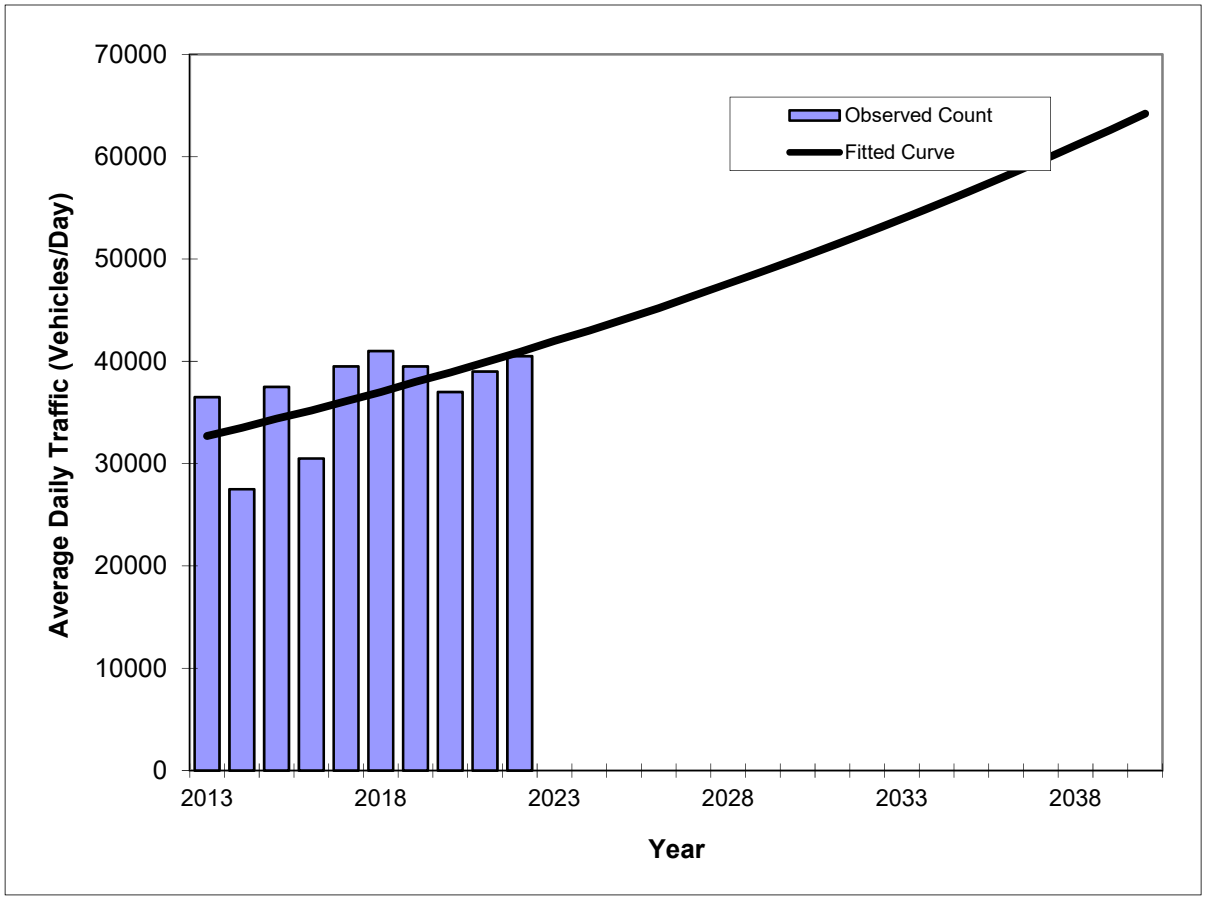
Straight Line Growth Option

Traffic Trends - V03.a

SR 934/N BAY CSWY, 450' EAST OF ADVENTURE AVE -- 87080000

FIN#	**1234**
Location	**2.9**

County:	Miami-Dade (87)
Station #:	870533
Highway:	SR 934/N BAY CSWY, 450' EAST OF ADVENTURE AVE



Year	Traffic (ADT/AADT) Count*	Trend**
2013	36500	32700
2014	27500	33500
2015	37500	34400
2016	30500	35200
2017	39500	36100
2018	41000	37000
2019	39500	38000
2020	37000	38900
2021	39000	39900
2022	40500	40900
2026 Opening Year Trend		
2026	N/A	45200
2023 Mid-Year Trend		
2023	N/A	42000
2033 Design Year Trend		
2033	N/A	53900
TRANPLAN Forecasts/Trends		

Trend R-squared:	33.42%
Compounded Annual Historic Growth Rate:	2.52%
Compounded Growth Rate (2022 to Design Year):	2.54%
Printed:	27-Jul-23

Exponential Growth Option

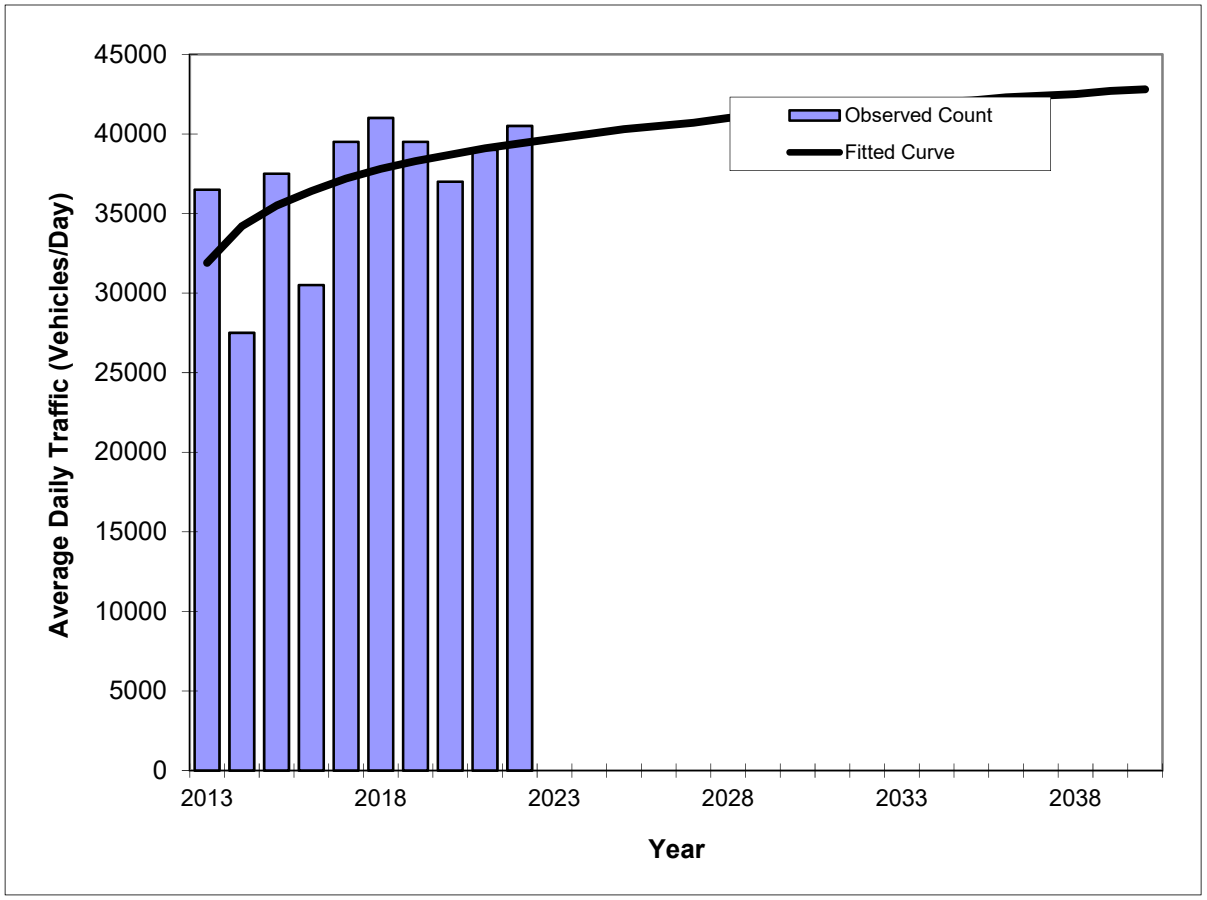
***Axle-Adjusted**

Traffic Trends - V03.a

SR 934/N BAY CSWY, 450' EAST OF ADVENTURE AVE -- 87080000

FIN#	**1234**
Location	**2.9**

County:	Miami-Dade (87)
Station #:	870533
Highway:	SR 934/N BAY CSWY, 450' EAST OF ADVENTURE AVE



Year	Traffic (ADT/AADT) Count*	Trend**
2013	36500	31900
2014	27500	34200
2015	37500	35500
2016	30500	36400
2017	39500	37200
2018	41000	37800
2019	39500	38300
2020	37000	38700
2021	39000	39100
2022	40500	39400
2026 Opening Year Trend		
2026	N/A	40500
2023 Mid-Year Trend		
2023	N/A	39700
2033 Design Year Trend		
2033	N/A	41800
TRANPLAN Forecasts/Trends		

Trend R-squared:	28.81%
Compounded Annual Historic Growth Rate:	2.37%
Compounded Growth Rate (2022 to Design Year):	0.54%
Printed:	27-Jul-23

Decaying Exponential Growth Option

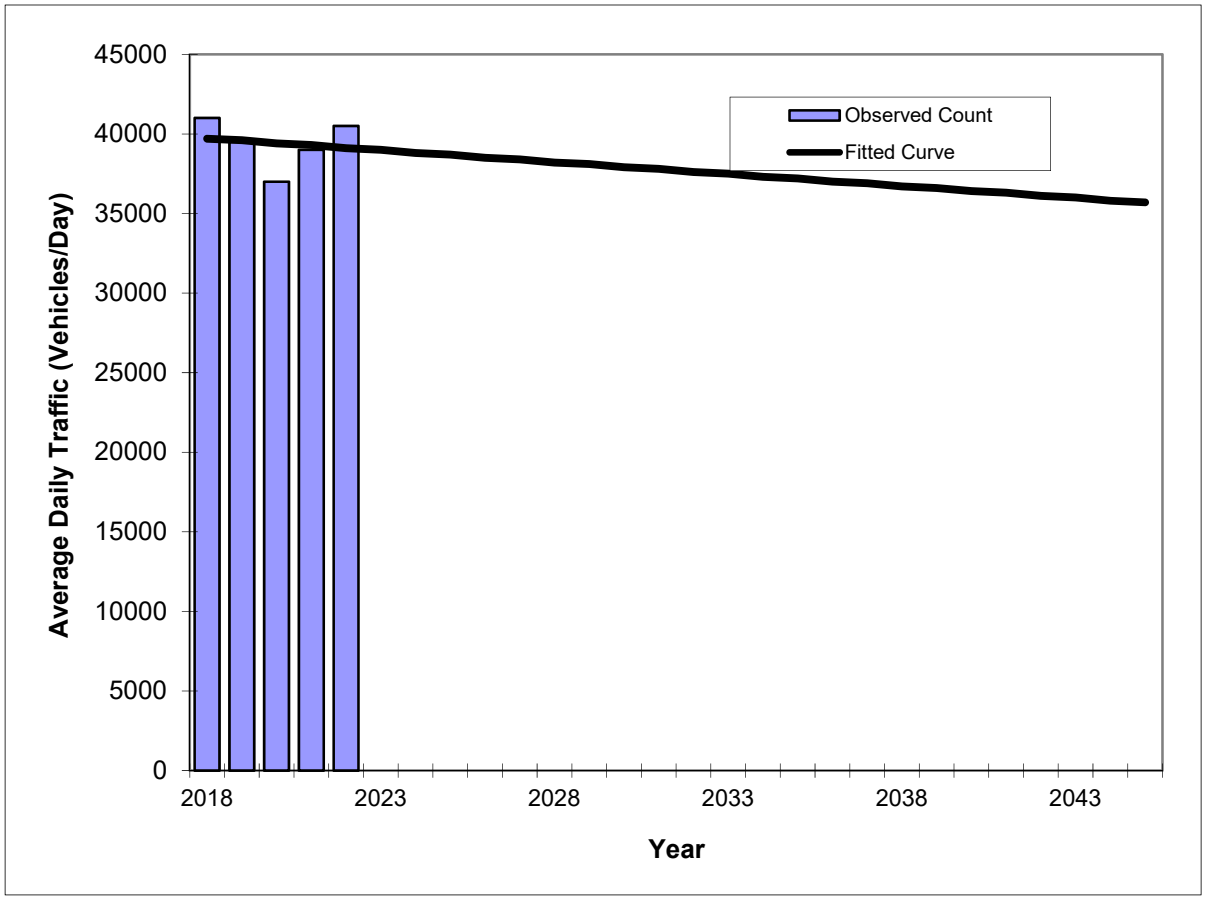
***Axle-Adjusted**

Traffic Trends - V03.a

SR 934/N BAY CSWY, 450' EAST OF ADVENTURE AVE -- 87080000

FIN#	**1234**
Location	**2.9**

County:	Miami-Dade (87)
Station #:	870533
Highway:	SR 934/N BAY CSWY, 450' EAST OF ADVENTURE AVE



Year	Traffic (ADT/AADT) Count*	Trend**
2018	41000	39700
2019	39500	39600
2020	37000	39400
2021	39000	39300
2022	40500	39100
2026 Opening Year Trend		
2026	N/A	38500
2023 Mid-Year Trend		
2023	N/A	39000
2033 Design Year Trend		
2033	N/A	37500
TRANPLAN Forecasts/Trends		

**** Annual Trend Increase:**	-150
Trend R-squared:	2.32%
Trend Annual Historic Growth Rate:	-0.38%
Trend Growth Rate (2022 to Design Year):	-0.37%
Printed:	27-Jul-23

Straight Line Growth Option

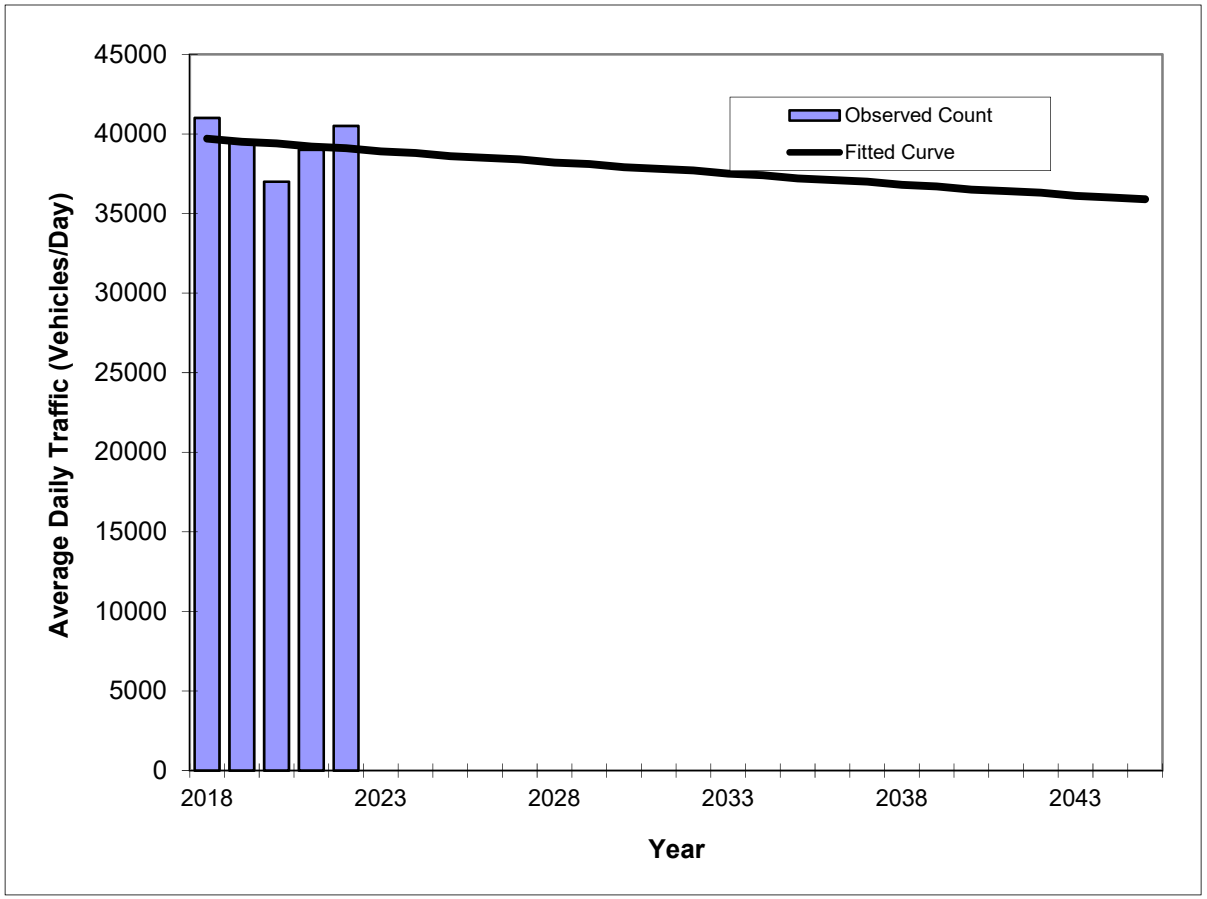
***Axle-Adjusted**

Traffic Trends - V03.a

SR 934/N BAY CSWY, 450' EAST OF ADVENTURE AVE -- 87080000

FIN#	**1234**
Location	**2.9**

County:	Miami-Dade (87)
Station #:	870533
Highway:	SR 934/N BAY CSWY, 450' EAST OF ADVENTURE AVE



Year	Traffic (ADT/AADT) Count*	Trend**
2018	41000	39700
2019	39500	39500
2020	37000	39400
2021	39000	39200
2022	40500	39100
2026 Opening Year Trend		
2026	N/A	38500
2023 Mid-Year Trend		
2023	N/A	38900
2033 Design Year Trend		
2033	N/A	37500
TRANPLAN Forecasts/Trends		

Trend R-squared:	2.17%
Compounded Annual Historic Growth Rate:	-0.38%
Compounded Growth Rate (2022 to Design Year):	-0.38%
Printed:	27-Jul-23

Exponential Growth Option

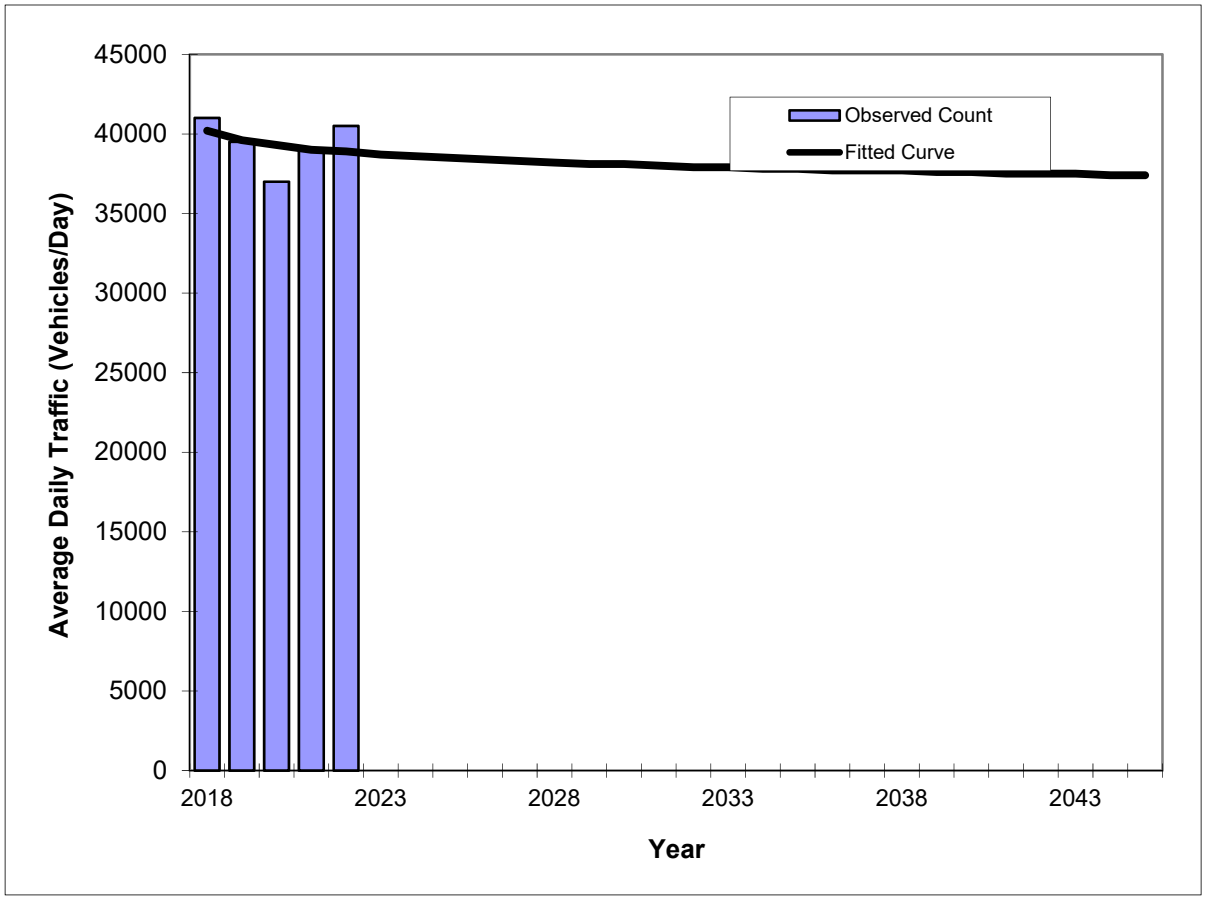
***Axle-Adjusted**

Traffic Trends - V03.a

SR 934/N BAY CSWY, 450' EAST OF ADVENTURE AVE -- 87080000

FIN#	**1234**
Location	**2.9**

County:	Miami-Dade (87)
Station #:	870533
Highway:	SR 934/N BAY CSWY, 450' EAST OF ADVENTURE AVE



Year	Traffic (ADT/AADT) Count*	Trend**
2018	41000	40200
2019	39500	39600
2020	37000	39300
2021	39000	39000
2022	40500	38900
2026 Opening Year Trend		
2026	N/A	38400
2023 Mid-Year Trend		
2023	N/A	38700
2033 Design Year Trend		
2033	N/A	37900
TRANPLAN Forecasts/Trends		

Trend R-squared:	11.66%
Compounded Annual Historic Growth Rate:	-0.82%
Compounded Growth Rate (2022 to Design Year):	-0.24%
Printed:	27-Jul-23

Decaying Exponential Growth Option

***Axle-Adjusted**

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2022 HISTORICAL AADT REPORT

COUNTY: 87 - MIAMI-DADE

SITE: 0142 - SR 934/NW/NE 79 ST, 350' WEST OF PELICAN HARBOUR DR

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	45000 C	E 21500	W 23500	9.00	54.70	2.60
2021	43500 C	E 21000	W 22500	9.00	54.30	4.90
2020	40500 C	E 20000	W 20500	9.00	54.20	4.50
2019	41500 F	E 19500	W 22000	9.00	54.60	6.90
2018	41500 C	E 19500	W 22000	9.00	54.30	6.90
2017	44000 C	E 21500	W 22500	9.00	55.00	2.60
2016	45500 C	E 22500	W 23000	9.00	54.50	3.10
2015	46500 C	E 22500	W 24000	9.00	54.70	4.90
2014	39000 C	E 19500	W 19500	9.00	54.50	4.70
2013	39000 C	E 20500	W 18500	9.00	52.40	4.00
2012	43000 C	E 21500	W 21500	9.00	55.70	4.10
2011	39500 C	E 19500	W 20000	9.00	55.10	4.30
2010	39500 C	E 20500	W 19000	8.98	54.08	4.30
2009	35500 C	E 16500	W 19000	8.99	53.24	3.90
2008	37000 C	E 17500	W 19500	9.09	55.75	3.80
2007	38500 F	E 19000	W 19500	8.01	54.34	4.00

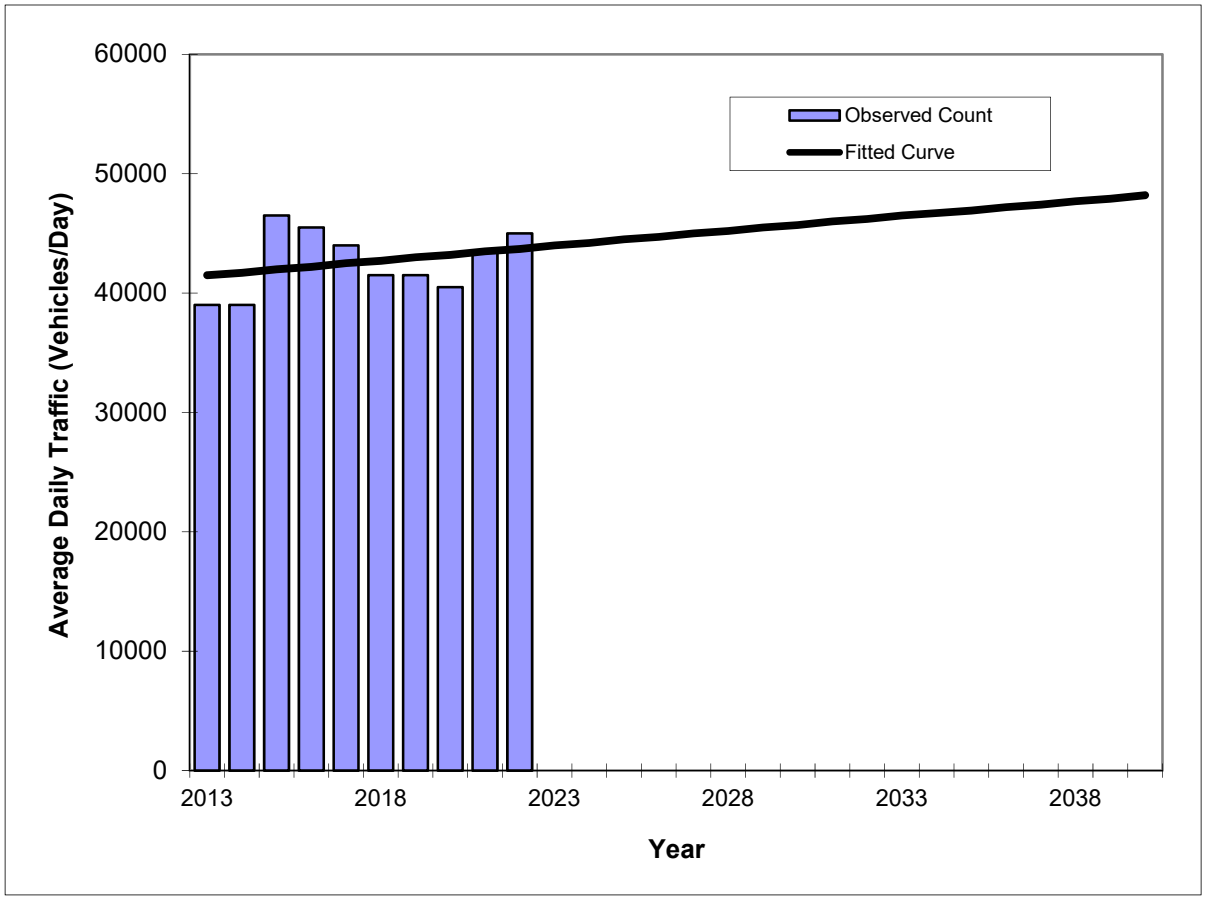
AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends - V03.a

SR 934/NW/NE 79 ST, 350' WEST OF PELICAN HARBOUR DR -- 87080000

FIN#	**1234**
Location	**2.6**

County:	Miami-Dade (87)
Station #:	870142
Highway:	SR 934/NW/NE 79 ST, 350' WEST OF PELICAN HARBOUR DR



Year	Traffic (ADT/AADT) Count*	Trend**
2013	39000	41500
2014	39000	41700
2015	46500	42000
2016	45500	42200
2017	44000	42500
2018	41500	42700
2019	41500	43000
2020	40500	43200
2021	43500	43500
2022	45000	43700
2026 Opening Year Trend		
2026	N/A	44700
2023 Mid-Year Trend		
2023	N/A	44000
2033 Design Year Trend		
2033	N/A	46500
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

**** Annual Trend Increase:**	248
Trend R-squared:	7.85%
Trend Annual Historic Growth Rate:	0.59%
Trend Growth Rate (2022 to Design Year):	0.58%
Printed:	27-Jul-23

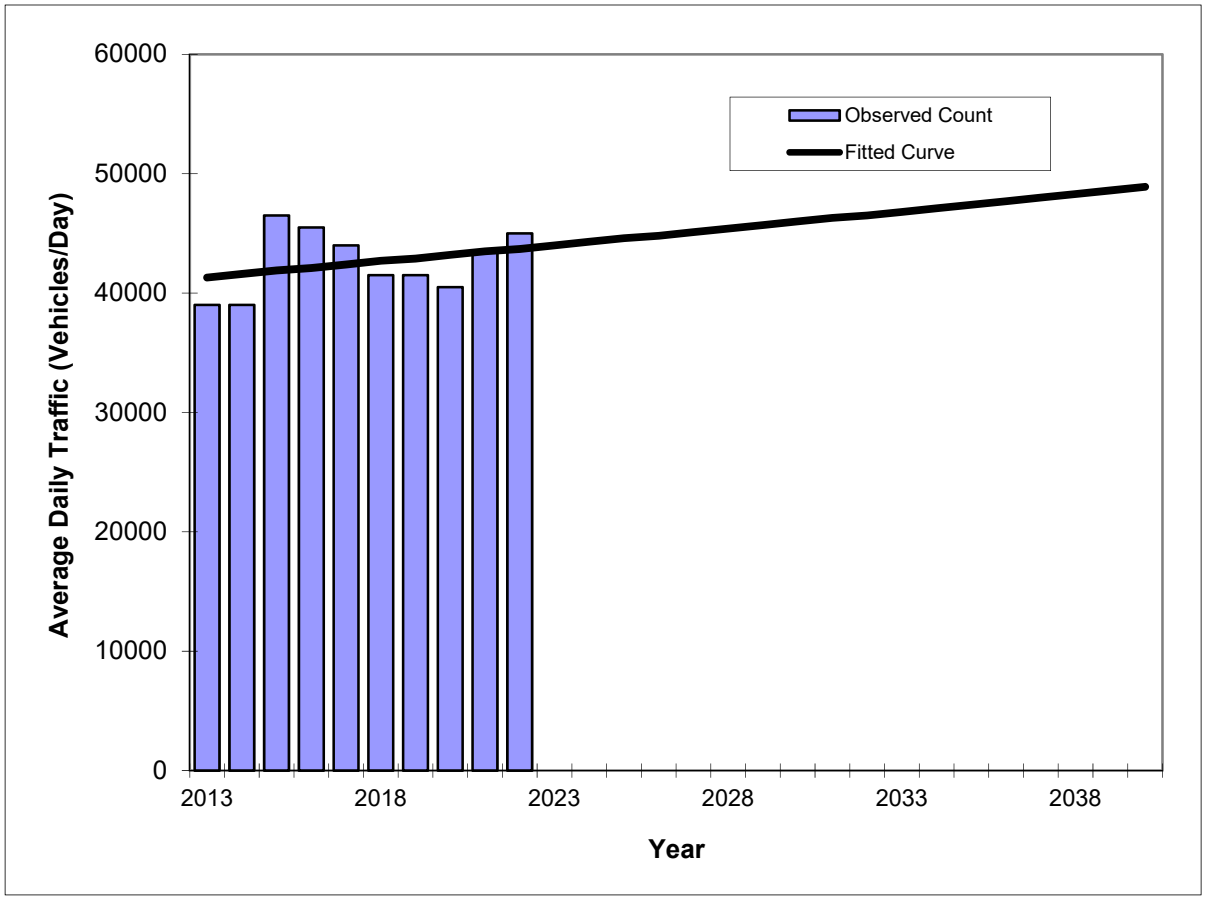
Straight Line Growth Option

Traffic Trends - V03.a

SR 934/NW/NE 79 ST, 350' WEST OF PELICAN HARBOUR DR -- 87080000

FIN#	**1234**
Location	**2.6**

County:	Miami-Dade (87)
Station #:	870142
Highway:	SR 934/NW/NE 79 ST, 350' WEST OF PELICAN HARBOUR DR



Year	Traffic (ADT/AADT) Count*	Trend**
2013	39000	41300
2014	39000	41600
2015	46500	41900
2016	45500	42100
2017	44000	42400
2018	41500	42700
2019	41500	42900
2020	40500	43200
2021	43500	43500
2022	45000	43700
2026 Opening Year Trend		
2026	N/A	44800
2023 Mid-Year Trend		
2023	N/A	44000
2033 Design Year Trend		
2033	N/A	46800
TRANPLAN Forecasts/Trends		

Trend R-squared:	8.88%
Compounded Annual Historic Growth Rate:	0.63%
Compounded Growth Rate (2022 to Design Year):	0.62%
Printed:	27-Jul-23

Exponential Growth Option

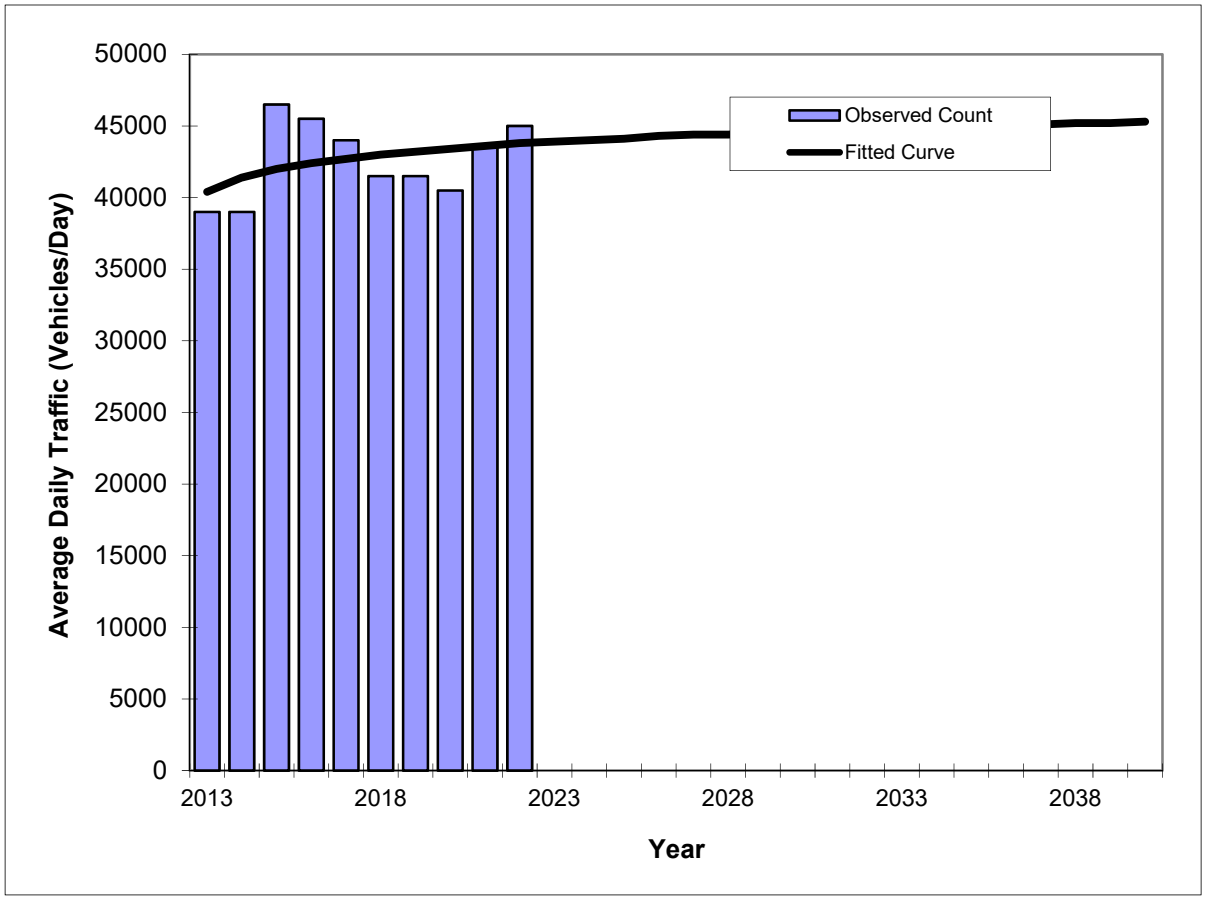
***Axle-Adjusted**

Traffic Trends - V03.a

SR 934/NW/NE 79 ST, 350' WEST OF PELICAN HARBOUR DR -- 87080000

FIN#	**1234**
Location	**2.6**

County:	Miami-Dade (87)
Station #:	870142
Highway:	SR 934/NW/NE 79 ST, 350' WEST OF PELICAN HARBOUR DR



Year	Traffic (ADT/AADT) Count*	Trend**
2013	39000	40400
2014	39000	41400
2015	46500	42000
2016	45500	42400
2017	44000	42700
2018	41500	43000
2019	41500	43200
2020	40500	43400
2021	43500	43600
2022	45000	43800
2026 Opening Year Trend		
2026	N/A	44300
2023 Mid-Year Trend		
2023	N/A	43900
2033 Design Year Trend		
2033	N/A	44800
TRANPLAN Forecasts/Trends		

Trend R-squared:	16.01%
Compounded Annual Historic Growth Rate:	0.90%
Compounded Growth Rate (2022 to Design Year):	0.21%
Printed:	27-Jul-23

Decaying Exponential Growth Option

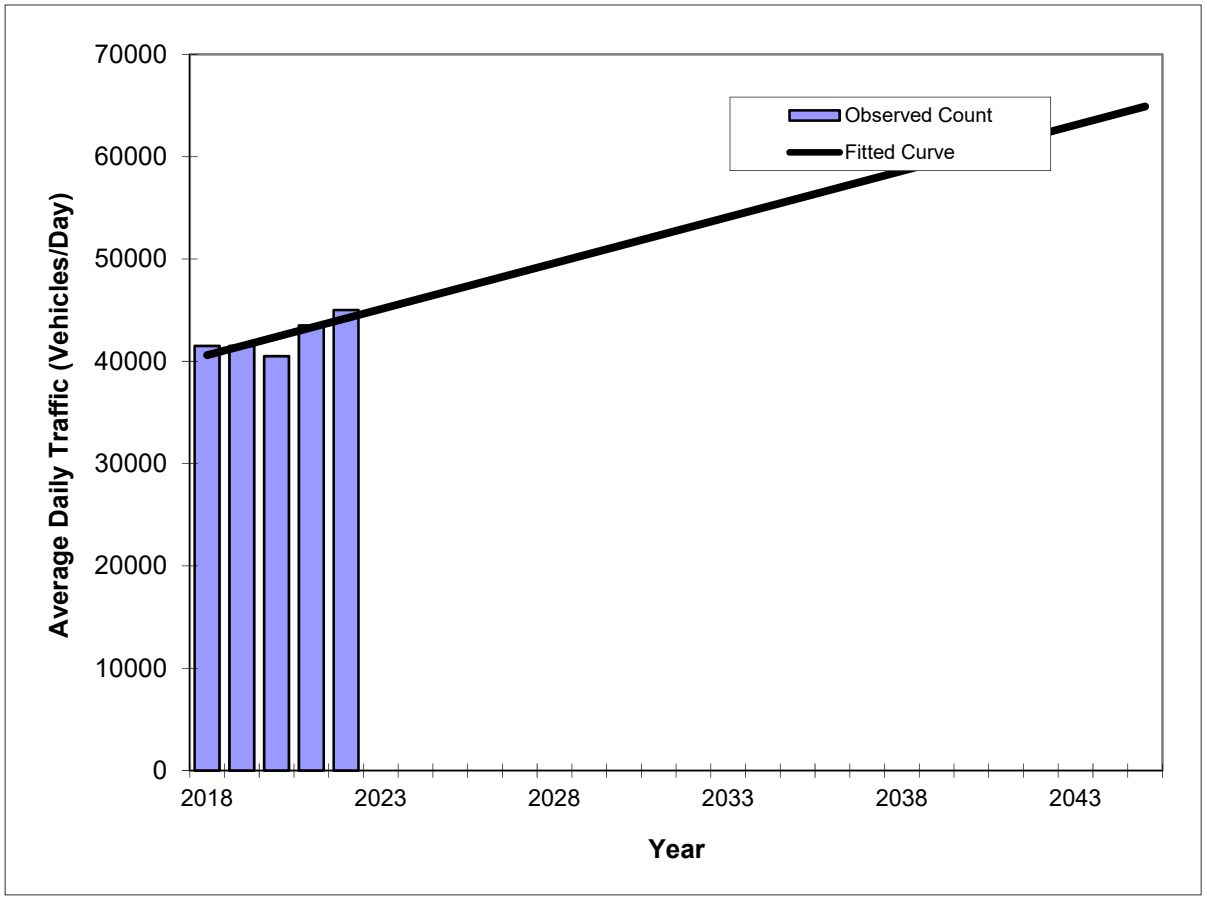
***Axle-Adjusted**

Traffic Trends - V03.a

SR 934/NW/NE 79 ST, 350' WEST OF PELICAN HARBOUR DR -- 87080000

FIN#	**1234**
Location	**2.6**

County:	Miami-Dade (87)
Station #:	870142
Highway:	SR 934/NW/NE 79 ST, 350' WEST OF PELICAN HARBOUR DR



Year	Traffic (ADT/AADT) Count*	Trend**
2018	41500	40600
2019	41500	41500
2020	40500	42400
2021	43500	43300
2022	45000	44200
2026 Opening Year Trend		
2026	N/A	47800
2023 Mid-Year Trend		
2023	N/A	45100
2033 Design Year Trend		
2033	N/A	54100
TRANPLAN Forecasts/Trends		

**** Annual Trend Increase:**	900
Trend R-squared:	61.36%
Trend Annual Historic Growth Rate:	2.22%
Trend Growth Rate (2022 to Design Year):	2.04%
Printed:	27-Jul-23
Straight Line Growth Option	

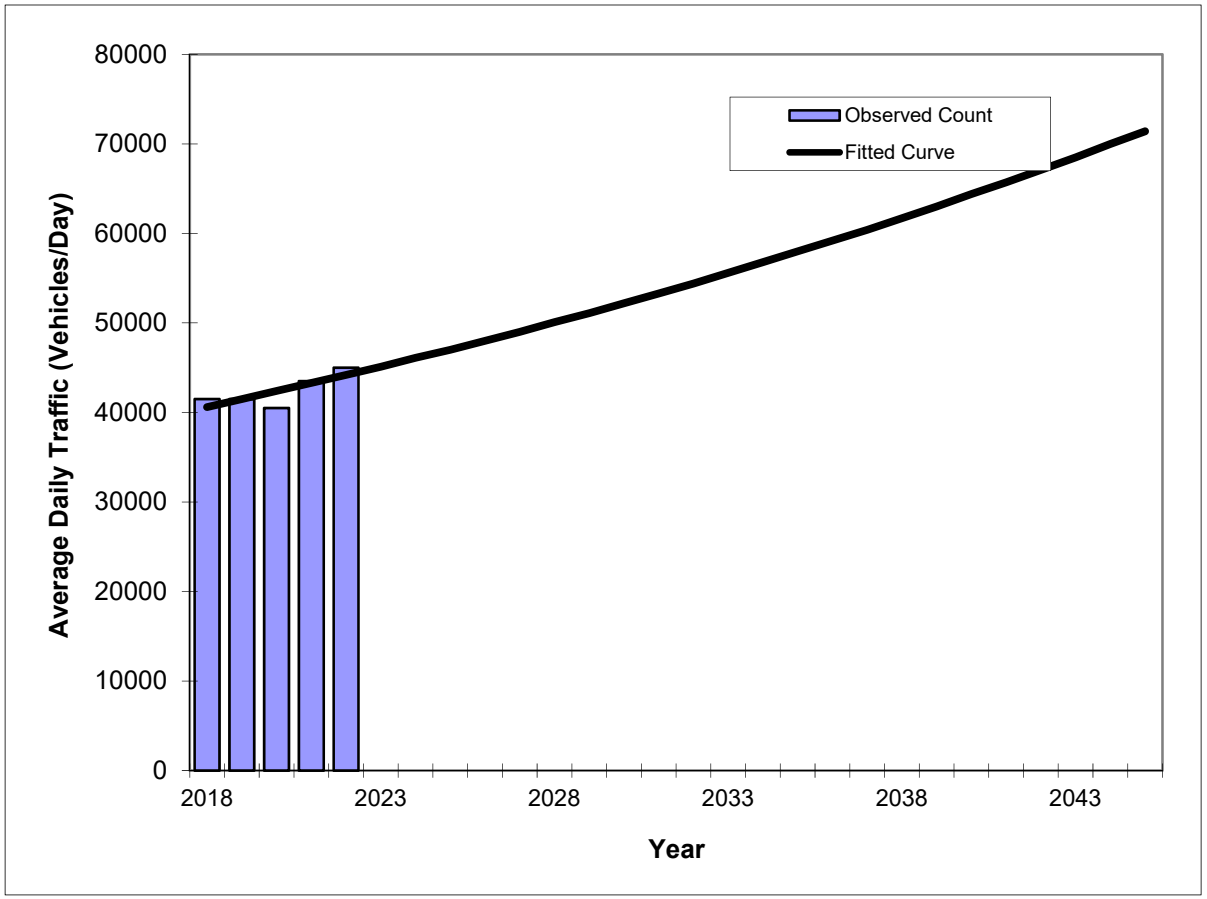
***Axle-Adjusted**

Traffic Trends - V03.a

SR 934/NW/NE 79 ST, 350' WEST OF PELICAN HARBOUR DR -- 87080000

FIN#	**1234**
Location	**2.6**

County:	Miami-Dade (87)
Station #:	870142
Highway:	SR 934/NW/NE 79 ST, 350' WEST OF PELICAN HARBOUR DR



Year	Traffic (ADT/AADT) Count*	Trend**
2018	41500	40600
2019	41500	41500
2020	40500	42400
2021	43500	43300
2022	45000	44200
2026 Opening Year Trend		
2026	N/A	48000
2023 Mid-Year Trend		
2023	N/A	45100
2033 Design Year Trend		
2033	N/A	55600
TRANPLAN Forecasts/Trends		

Trend R-squared:	60.52%
Compounded Annual Historic Growth Rate:	2.15%
Compounded Growth Rate (2022 to Design Year):	2.11%
Printed:	27-Jul-23

Exponential Growth Option

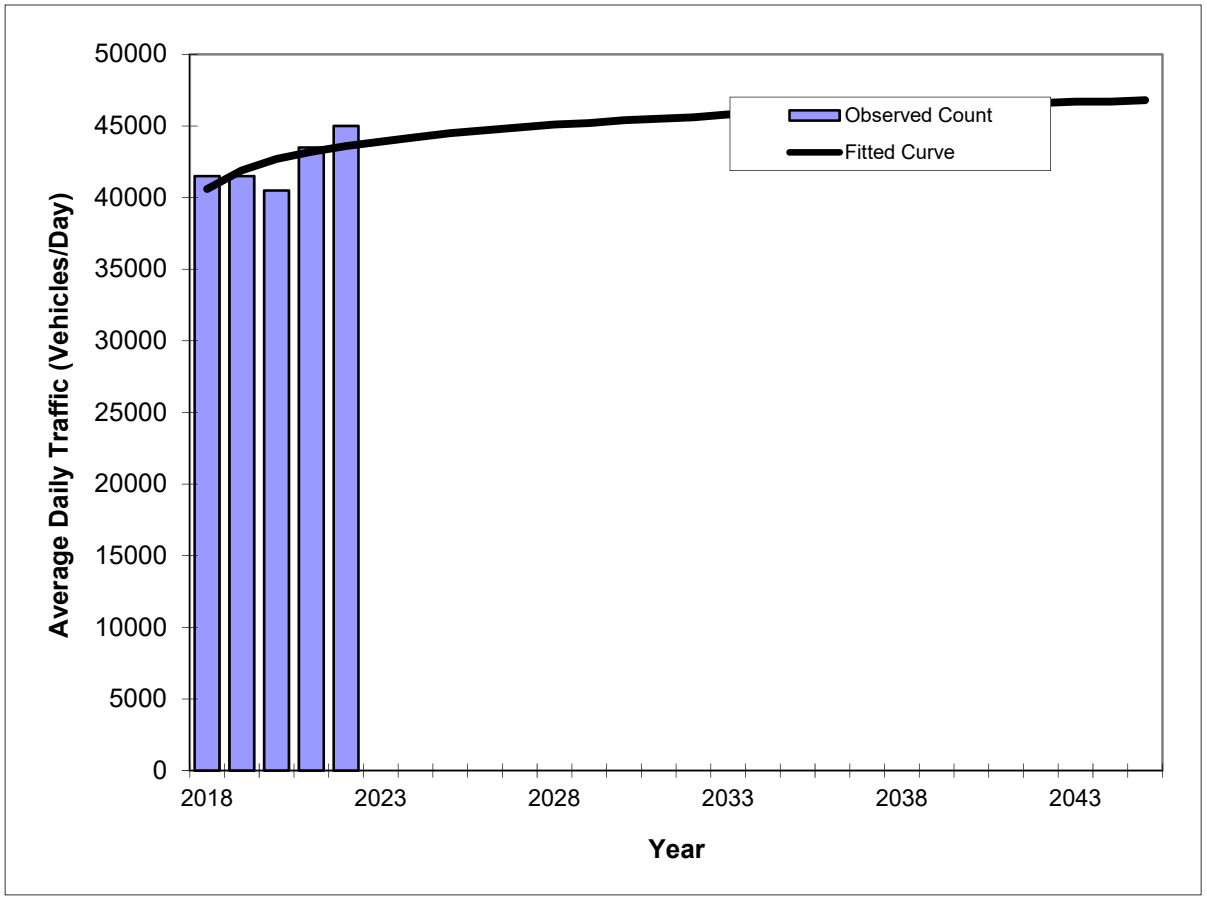
***Axle-Adjusted**

Traffic Trends - V03.a

SR 934/NW/NE 79 ST, 350' WEST OF PELICAN HARBOUR DR -- 87080000

FIN#	**1234**
Location	**2.6**

County:	Miami-Dade (87)
Station #:	870142
Highway:	SR 934/NW/NE 79 ST, 350' WEST OF PELICAN HARBOUR DR



Year	Traffic (ADT/AADT) Count*	Trend**
2018	41500	40600
2019	41500	41900
2020	40500	42700
2021	43500	43200
2022	45000	43600
2026 Opening Year Trend		
2026	N/A	44700
2023 Mid-Year Trend		
2023	N/A	43900
2033 Design Year Trend		
2033	N/A	45800
TRANPLAN Forecasts/Trends		

Trend R-squared:	42.16%
Compounded Annual Historic Growth Rate:	1.80%
Compounded Growth Rate (2022 to Design Year):	0.45%
Printed:	27-Jul-23

Decaying Exponential Growth Option

***Axle-Adjusted**

Cardinal Distribution

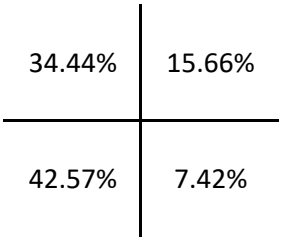
Cardinal Distribution

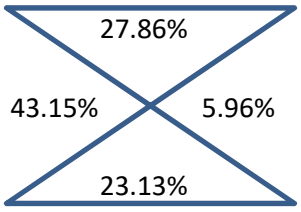
23156

Treasure Island

TAZ	624

DIRECTION	2015	2045	2026
NNE	10.8%	10.5%	10.7%
ENE	6.0%	3.2%	5.0%
ESE	1.1%	0.8%	1.0%
SSE	6.1%	7.0%	6.4%
SSW	15.2%	19.3%	16.7%
WSW	26.2%	25.3%	25.9%
WNW	16.8%	18.1%	17.3%
NNW	17.9%	15.9%	17.2%





FDOT LOS Handbook Tables
&
Seasonal Factors

2022 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 8700 MIAMI-DADE NORTH

MOCF: 0.96

WEEK	DATES	SF	PSCF
1	01/01/2022 - 01/01/2022	1.06	1.10
2	01/02/2022 - 01/08/2022	1.04	1.08
3	01/09/2022 - 01/15/2022	1.02	1.06
4	01/16/2022 - 01/22/2022	1.01	1.05
5	01/23/2022 - 01/29/2022	1.00	1.04
6	01/30/2022 - 02/05/2022	0.98	1.02
7	02/06/2022 - 02/12/2022	0.97	1.01
* 8	02/13/2022 - 02/19/2022	0.96	1.00
* 9	02/20/2022 - 02/26/2022	0.96	1.00
*10	02/27/2022 - 03/05/2022	0.96	1.00
*11	03/06/2022 - 03/12/2022	0.96	1.00
*12	03/13/2022 - 03/19/2022	0.96	1.00
*13	03/20/2022 - 03/26/2022	0.96	1.00
*14	03/27/2022 - 04/02/2022	0.96	1.00
*15	04/03/2022 - 04/09/2022	0.96	1.00
*16	04/10/2022 - 04/16/2022	0.95	0.99
*17	04/17/2022 - 04/23/2022	0.96	1.00
*18	04/24/2022 - 04/30/2022	0.96	1.00
*19	05/01/2022 - 05/07/2022	0.97	1.01
*20	05/08/2022 - 05/14/2022	0.97	1.01
21	05/15/2022 - 05/21/2022	0.98	1.02
22	05/22/2022 - 05/28/2022	0.99	1.03
23	05/29/2022 - 06/04/2022	0.99	1.03
24	06/05/2022 - 06/11/2022	1.00	1.04
25	06/12/2022 - 06/18/2022	1.01	1.05
26	06/19/2022 - 06/25/2022	1.01	1.05
27	06/26/2022 - 07/02/2022	1.01	1.05
28	07/03/2022 - 07/09/2022	1.02	1.06
29	07/10/2022 - 07/16/2022	1.02	1.06
30	07/17/2022 - 07/23/2022	1.02	1.06
31	07/24/2022 - 07/30/2022	1.02	1.06
32	07/31/2022 - 08/06/2022	1.01	1.05
33	08/07/2022 - 08/13/2022	1.01	1.05
34	08/14/2022 - 08/20/2022	1.01	1.05
35	08/21/2022 - 08/27/2022	1.03	1.07
36	08/28/2022 - 09/03/2022	1.04	1.08
37	09/04/2022 - 09/10/2022	1.05	1.09
38	09/11/2022 - 09/17/2022	1.07	1.11
39	09/18/2022 - 09/24/2022	1.05	1.09
40	09/25/2022 - 10/01/2022	1.03	1.07
41	10/02/2022 - 10/08/2022	1.01	1.05
42	10/09/2022 - 10/15/2022	0.99	1.03
43	10/16/2022 - 10/22/2022	1.00	1.04
44	10/23/2022 - 10/29/2022	1.01	1.05
45	10/30/2022 - 11/05/2022	1.01	1.05
46	11/06/2022 - 11/12/2022	1.02	1.06
47	11/13/2022 - 11/19/2022	1.03	1.07
48	11/20/2022 - 11/26/2022	1.04	1.08
49	11/27/2022 - 12/03/2022	1.05	1.09
50	12/04/2022 - 12/10/2022	1.05	1.09
51	12/11/2022 - 12/17/2022	1.06	1.10
52	12/18/2022 - 12/24/2022	1.04	1.08
53	12/25/2022 - 12/31/2022	1.02	1.06

* PEAK SEASON

23-FEB-2023 09:11:23 830UPD 6_8700_PKSEASON.TXT

Appendix D
Intersection Capacity Analysis Worksheets

Harbor Island - AM Intersection Analysis

INTERSECTION	MOVEMENT	Existing (2023)	BACKGROUND Growth rate: 1.64% No. of years: 2	Shoma Bay In 111	Shoma Bay Out 112	Shoma Bay Total 223	Isle of Dreams In 19	Isle of Dreams Out 53	Isle of Dreams Total 72	Shuckers In 121	Shuckers Out 121	Shuckers Total 242	1755 Kennedy Causeway In 69	1755 Kennedy Causeway Out 52	1755 Kennedy Causeway Total 121	COMMITTED DEVELOPMENTS	FUTURE W/O PROJECT (2026)	EXISTING USES IN 12	EXISTING USES OUT 38	EXISTING USES Total 50	Harbor Island IN 26	Harbor Island OUT 73	Harbor Island Total 99	Valet IN 28	Valet OUT 98	Valet Total 126	FUTURE WITH PROJECT (2026)
	NBU	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	NBL	40	41	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	41	0%	0%	0	0%	0%	0	0%	0%	0	41
	NBT	3	3	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	3	0%	0%	0	0%	0%	0	0%	0%	0	3
	NBR	23	24	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	24	0%	0%	0	0%	0%	0	0%	0%	0	24
1) Larry Paskow Way / Harbor Island Drvie & 79th Street / John F Kennedy Causeway / SR 934 (S)	SBU	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	SBL	144	149	0%	0%	0	0%	41%	22	0%	0%	0	0%	0%	0	22	170	0%	23%	9	0%	23%	17	0%	0%	0	179
	SBT	2	2	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	2	0%	0%	0	0%	0%	0	0%	0%	0	2
	SBR	221	228	0%	0%	0	0%	59%	31	0%	0%	0	0%	0%	0	31	260	0%	77%	29	0%	77%	56	0%	0%	0	287
	EBU	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	EBL	93	96	0%	0%	0	59%	0%	11	0%	0%	0	0%	0%	0	11	107	77%	0%	9	77%	0%	20	0%	0%	0	118
	EBT	1,505	1555	57%	0%	63	0%	0%	0	0%	25%	30	0%	23%	12	105	1660	0%	0%	0	0%	0%	0	0%	0%	0	1660
	EBR	21	22	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	22	23%	0%	3	23%	0%	6	0%	0%	0	25
	WBU	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	WBL	22	23	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	23	0%	0%	0	0%	0%	0	0%	0%	0	23
PHF =	WBT	1,333	1377	0%	57%	64	0%	0%	0	25%	0%	30	23%	0%	16	110	1487	0%	0%	0	0%	0%	0	0%	0%	0	1487
0.98	WBR	61	63	0%	0%	0	41%	0%	8	0%	0%	0	0%	0%	0	8	71	0%	0%	0	0%	0%	0	0%	0%	0	71
TOTAL		3,468	3583	57%	57%	127	100%	100%	72	25%	25%	61	23%	23%	28	287	3870	100%	100%	50	100%	100%	99	0%	0%	0	3919
	NBU	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	NBL	59	61	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	61	0%	0%	0	0%	0%	0	0%	0%	0	61
	NBT	39	40	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	40	0%	0%	0	0%	0%	0	0%	0%	0	40
	NBR	59	61	0%	0%	0	100%	0%	19	0%	0%	0	0%	0%	0	19	80	100%	0%	12	100%	0%	26	0%	0%	0	94
	SBU	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
2) Larry Paskow Way / East Drive (U)	SBL	6	6	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	6	0%	0%	0	0%	0%	0	0%	0%	0	6
	SBT	81	84	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	84	0%	0%	0	0%	0%	0	0%	0%	0	84
	SBR	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	EBU	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	EBL	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	EBT	11	11	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	11	0%	0%	0	0%	0%	0	0%	0%	0	11
	EBR	168	174	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	174	0%	0%	0	0%	0%	0	0%	0%	0	174
	WBU	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	WBL	117	121	0%	0%	0	0%	100%	53	0%	0%	0	0%	0%	0	53	174	0%	100%	38	0%	100%	73	0%	0%	0	209
PHF =	WBT	6	6	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	6	0%	0%	0	0%	0%	0	0%	0%	0	6
0.95	WBR	3	3	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	3	0%	0%	0	0%	0%	0	0%	0%	0	3
TOTAL		549	567	0%	0%	0	100%	100%	72	0%	0%	0	0%	0%	0	72	639	100%	100%	50	100%	100%	99	0%	0%	0	688
	NBU	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	NBL	161	166	0%	27%	30	5%	0%	1	0%	0%	0	0%	0%	0	31	198	0%	0%	0	0%	0%	0	0%	0%	0	198
	NBT	2	2	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	2	0%	0%	0	0%	0%	0	0%	0%	0	2
	NBR	201	208	0%	8%	9	0%	0%	0	0%	0%	0	0%	0%	0	9	217	0%	0%	0	0%	0%	0	0%	0%	0	217
	SBU	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
3) East Treasure Drive & 79th Street / John F Kennedy Causeway / SR 934 (S)	SBL	5	5	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	5	0%	0%	0	0%	0%	0	0%	0%	0	5
	SBT	1	1	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	1	0%	0%	0	0%	0%	0	0%	0%	0	1
	SBR	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	EBU	0	0	0%	30%	34	0%	0%	0	0%	0%	0	0%	0%	0	34	34	0%	0%	0	0%	0%	0	0%	0%	0	34
	EBL	7	7	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	7	0%	0%	0	0%	0%	0	0%	0%	0	7
	EBT	1,520	1570	0%	20%	22	0%	31%	16	0%	75%	91	0%	23%	12	142	1712	0%	23%	9	0%	23%	17	0%	0%	0	1720
	EBR	108	112	0%	0%	0	0%	5%	3	0%	0%	0	0%	0%	0	3	114	0%	0%	0	0%	0%	0	0%	0%	0	114
	WBU	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	WBL	119	123	18%	0%	20	0%	0%	0	0%	0%	0	0%	0%	0	20	143	0%	0%	0	0%	0%	0	0%	0%	0	143
PHF =	WBT	1,289	1332	10%	0%	11	31%	0%	6	75%	0%	91	23%	0%	16	124	1455	23%	0%	3	23%	0%	6	0%	0%	0	1458
0.95	WBR	3	3	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	3	0%	0%	0	0%	0%	0	0%	0%	0	3
TOTAL		3,416	3529	28%	85%	126	36%	36%	26	75%	75%	182	23%	23%	28	362	3890	23%	23%	12	23%	23%	23	0%	0%	0	3902
	NBU	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	NBL	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	9%	0%	2	0%	0%	0	2
	NBT	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	91%	0%	24	0%	0%	0	24
	NBR	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	SBU	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
4) East Drive / Project Driveway (U)	SBL	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	SBT	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	91%	66	0%	0%	0	66
	SBR	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	9%	9	9
	EBU	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	EBL	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	9%	0%	3	3
	EBT	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	EBR	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	9%	7	0%	0%	0	7
	WBU	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	WBL	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
PHF =	WBT	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
0.84	WBR	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
TOTAL		0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	100%	100%	99	9%	9%	11	110

Harbor Island - PM Intersection Assignment

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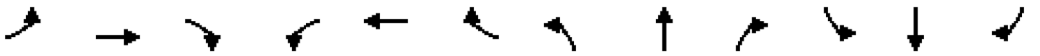
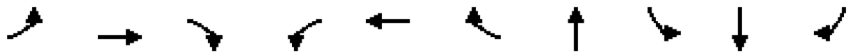
INTERSECTION	MOVEMENT	Existing (2024)	BACKGROUND growth rat 1.64% o. of year 2	Shoma Bay In 143	Shoma Bay Out 138	Shoma Bay Total 281	Isle of Dreams In 58	Isle of Dreams Out 45	Isle of Dreams Total 103	Shuckers In 120	Shuckers Out 103	Shuckers Total 223	1755 Kennedy Causeway In 80	1755 Kennedy Causeway Out 77	1755 Kennedy Causeway Total 157	COMMITTED DEVELOPMENTS	FUTURE W/O PROJECT (2026)	EXISTING USES IN 37	EXISTING USES OUT 21	EXISTING USES Total 58	Harbor Island IN 73	Harbor Island OUT 45	Harbor Island Total 118	Valet IN 91	Valet OUT 56	Valet Total 147	FUTURE WITH PROJECT (2026)
	NBU	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	NBL	25	26	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	26	0%	0%	0	0%	0%	0	0%	0%	0	26
	NBT	2	2	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	2	0%	0%	0	0%	0%	0	0%	0%	0	2
	NBR	20	21	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	21	0%	0%	0	0%	0%	0	0%	0%	0	21
1) Larry Paskow Way / Harbor Island Drvie &	SBU	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
79th Street / John F Kennedy	SBL	90	93	0%	0%	0	0%	41%	18	0%	0%	0	0%	0%	0	18	111	0%	23%	5	0%	23%	10	0%	0%	0	117
Causeway / SR	SBT	2	2	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	2	0%	0%	0	0%	0%	0	0%	0%	0	2
934 (S)	SBR	152	157	0%	0%	0	0%	59%	27	0%	0%	0	0%	0%	0	27	184	0%	77%	16	0%	77%	35	0%	0%	0	202
	EBU	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	EBL	213	220	0%	0%	0	59%	0%	34	0%	0%	0	0%	0%	0	34	254	77%	0%	28	77%	0%	56	0%	0%	0	282
	EBT	1.321	1365	57%	0%	82	0%	0%	0	0%	25%	26	0%	23%	18	99	1464	0%	0%	0	0%	0%	0	0%	0%	0	1464
	EBR	32	33	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	33	23%	0%	9	23%	0%	17	0%	0%	0	41
	WBU	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	WBL	28	29	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	29	0%	0%	0	0%	0%	0	0%	0%	0	29
PHF =	WBT	1.642	1696	0%	57%	79	0%	0%	0	25%	0%	30	23%	0%	18	97	1793	0%	0%	0	0%	0%	0	0%	0%	0	1793
0.98	WBR	96	99	0%	0%	0	41%	0%	24	0%	0%	0	0%	0%	0	24	123	0%	0%	0	0%	0%	0	0%	0%	0	123
TOTAL		3,623	3743	57%	57%	160	100%	100%	103	25%	25%	56	23%	23%	36	299	4042	100%	100%	58	100%	100%	118	0%	0%	0	4102
	NBU	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	NBL	153	158	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	158	0%	0%	0	0%	0%	0	0%	0%	0	158
	NBT	63	65	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	65	0%	0%	0	0%	0%	0	0%	0%	0	65
	NBR	95	98	0%	0%	0	100%	0%	58	0%	0%	0	0%	0%	0	58	156	100%	0%	37	100%	0%	73	0%	0%	0	192
	SBU	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	SBL	3	3	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	3	0%	0%	0	0%	0%	0	0%	0%	0	3
2) Larry Paskow Way / East Drive	SBT	35	36	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	36	0%	0%	0	0%	0%	0	0%	0%	0	36
(U)	SBR	2	2	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	2	0%	0%	0	0%	0%	0	0%	0%	0	2
	EBU	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	EBL	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	EBT	7	7	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	7	0%	0%	0	0%	0%	0	0%	0%	0	7
	EBR	112	116	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	116	0%	0%	0	0%	0%	0	0%	0%	0	116
	WBU	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	WBL	95	98	0%	0%	0	0%	100%	45	0%	0%	0	0%	0%	0	45	143	0%	100%	21	0%	100%	45	0%	0%	0	167
PHF =	WBT	12	12	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	12	0%	0%	0	0%	0%	0	0%	0%	0	12
0.91	WBR	7	7	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	7	0%	0%	0	0%	0%	0	0%	0%	0	7
TOTAL		584	603	0%	0%	0	100%	100%	103	0%	0%	0	0%	0%	0	103	706	100%	100%	58	100%	100%	118	0%	0%	0	766
	NBU	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	NBL	109	113	0%	27%	37	5%	0%	3	0%	0%	0	0%	0%	0	40	153	0%	0%	0	0%	0%	0	0%	0%	0	153
	NBT	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	NBR	78	81	0%	8%	11	0%	0%	0	0%	0%	0	0%	0%	0	11	92	0%	0%	0	0%	0%	0	0%	0%	0	92
3) East Treasure	SBU	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
Drive & 79th	SBL	6	6	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	6	0%	0%	0	0%	0%	0	0%	0%	0	6
Street / John F	SBT	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
Kennedy	SBR	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
Causeway / SR	EBU	0	0	0%	30%	41	0%	0%	0	0%	0%	0	0%	0%	0	41	41	0%	0%	0	0%	0%	0	0%	0%	0	41
934 (S)	EBL	20	21	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	21	0%	0%	0	0%	0%	0	0%	0%	0	21
	EBT	1,145	1183	0%	20%	28	0%	31%	14	0%	75%	77	0%	23%	18	59	1242	0%	23%	5	0%	23%	10	0%	0%	0	1248
	EBR	143	148	0%	0%	0	0%	5%	2	0%	0%	0	0%	0%	0	2	150	0%	0%	0	0%	0%	0	0%	0%	0	150
	WBU	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	WBL	117	121	18%	0%	26	0%	0%	0	0%	0%	0	0%	0%	0	26	147	0%	0%	0	0%	0%	0	0%	0%	0	147
PHF =	WBT	1.637	1691	10%	0%	14	31%	0%	18	75%	0%	90	23%	0%	18	51	1742	23%	0%	9	23%	0%	17	0%	0%	0	1750
0.97	WBR	5	5	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	5	0%	0%	0	0%	0%	0	0%	0%	0	5
TOTAL		3,260	3368	28%	85%	157	36%	36%	37	75%	75%	167	23%	23%	36	231	3598	23%	23%	13	23%	23%	27	0%	0%	0	3612
	NBU	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	NBL	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	9%	0%	7	0%	0%	0	7
	NBT	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	91%	0%	66	0%	0%	0	66
	NBR	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	SBU	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
4) East Drive / Project Driveway	SBL	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
(U)	SBT	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	91%	41	0%	0%	0	41
	SBR	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	9%	5	5
	EBU	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	EBL	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	9%	0%	8	8
	EBT	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	EBR	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	9%	4	0%	0%	0	4
	WBU	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
	WBL	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
PHF =	WBT	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
0.97	WBR	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	0%	0%	0	0%	0%	0	0
TOTAL		0	0	0%	0%	0	0%	0%	0	0%	0%	0	0%	0%	0	0	0	0%	0%	0	100%	100%	118	9%	9%	13	131

Existing Conditions



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	93	1505	21	22	1333	61	40	3	23	144	2	221
Future Volume (vph)	93	1505	21	22	1333	61	40	3	23	144	2	221
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	7.0	7.3	7.7	7.0	7.3	7.7		7.7		7.7	7.7	7.0
Lane Util. Factor	1.00	0.91	1.00	1.00	0.91	1.00		0.95		0.95	0.95	1.00
Frpb, ped/bikes	1.00	1.00	0.96	1.00	1.00	0.97		0.99		1.00	1.00	0.99
Flpb, ped/bikes	1.00	1.00	1.00	1.00	1.00	1.00		1.00		1.00	1.00	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85		0.95		1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00		0.97		0.95	0.95	1.00
Satd. Flow (prot)	1752	4988	1555	1656	5085	1523		3260		1698	1705	1578
Flt Permitted	0.14	1.00	1.00	0.13	1.00	1.00		0.97		0.95	0.95	1.00
Satd. Flow (perm)	262	4988	1555	227	5085	1523		3260		1698	1705	1578
Peak-hour factor, PHF	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Adj. Flow (vph)	95	1536	21	22	1360	62	41	3	23	147	2	226
RTOR Reduction (vph)	0	0	7	0	0	21	0	21	0	0	0	192
Lane Group Flow (vph)	95	1536	14	22	1360	41	0	46	0	75	74	34
Confl. Peds. (#/hr)	12		18	18		12	6		2	2		6
Confl. Bikes (#/hr)			4			7						
Heavy Vehicles (%)	3%	4%	0%	9%	2%	3%	0%	0%	4%	1%	0%	1%
Turn Type	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov	Split	NA		Split	NA	pm+ov
Protected Phases	1	6	4	5	2	3	4	4		3	3	1
Permitted Phases	6		6	2		2						3
Actuated Green, G (s)	99.9	91.3	102.9	89.7	86.2	100.1		11.6		13.9	13.9	22.5
Effective Green, g (s)	99.9	91.3	102.9	89.7	86.2	100.1		11.6		13.9	13.9	22.5
Actuated g/C Ratio	0.67	0.61	0.69	0.60	0.57	0.67		0.08		0.09	0.09	0.15
Clearance Time (s)	7.0	7.3	7.7	7.0	7.3	7.7		7.7		7.7	7.7	7.0
Vehicle Extension (s)	2.0	1.0	4.0	2.0	1.0	2.5		4.0		2.5	2.5	2.0
Lane Grp Cap (vph)	259	3036	1066	169	2922	1016		252		157	157	236
v/s Ratio Prot	c0.02	c0.31	0.00	0.00	0.27	0.00		c0.01		c0.04	0.04	0.01
v/s Ratio Perm	0.22		0.01	0.07		0.02						0.01
v/c Ratio	0.37	0.51	0.01	0.13	0.47	0.04		0.18		0.48	0.47	0.14
Uniform Delay, d1	11.1	16.6	7.5	13.0	18.5	8.5		64.8		64.6	64.6	55.4
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00		1.00		1.00	1.00	1.00
Incremental Delay, d2	0.3	0.6	0.0	0.1	0.5	0.0		0.5		1.7	1.6	0.1
Delay (s)	11.4	17.2	7.5	13.2	19.1	8.5		65.2		66.3	66.2	55.5
Level of Service	B	B	A	B	B	A		E		E	E	E
Approach Delay (s/veh)		16.7			18.5			65.2			59.8	
Approach LOS		B			B			E			E	

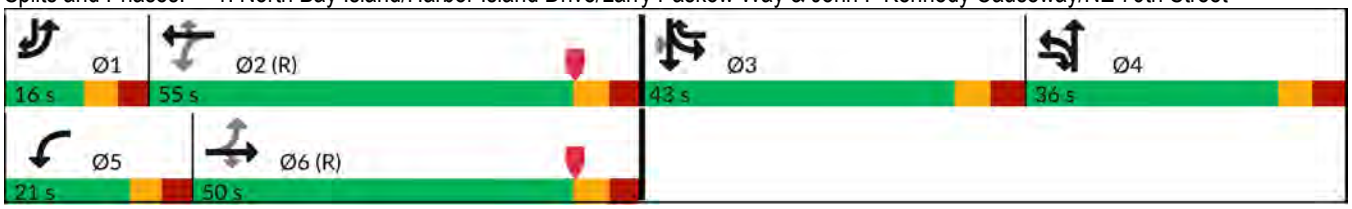
Intersection Summary			
HCM 2000 Control Delay (s/veh)	22.9	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.48		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	29.7
Intersection Capacity Utilization	75.3%	ICU Level of Service	D
Analysis Period (min)	15		
c Critical Lane Group			

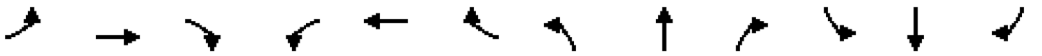


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	93	1505	21	22	1333	61	3	144	2	221
Future Volume (vph)	93	1505	21	22	1333	61	3	144	2	221
Lane Group Flow (vph)	95	1536	21	22	1360	62	67	75	74	226
Turn Type	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov	NA	Split	NA	pm+ov
Protected Phases	1	6	4	5	2	3	4	3	3	1
Permitted Phases	6		6	2		2				3
Detector Phase	1	6	4	5	2	3	4	3	3	1
Switch Phase										
Minimum Initial (s)	5.0	4.0	10.0	5.0	4.0	7.0	10.0	7.0	7.0	5.0
Minimum Split (s)	12.0	47.3	35.7	12.0	47.3	39.7	35.7	39.7	39.7	12.0
Total Split (s)	16.0	50.0	36.0	21.0	55.0	43.0	36.0	43.0	43.0	16.0
Total Split (%)	10.7%	33.3%	24.0%	14.0%	36.7%	28.7%	24.0%	28.7%	28.7%	10.7%
Yellow Time (s)	3.7	4.0	4.0	3.7	4.0	4.0	4.0	4.0	4.0	3.7
All-Red Time (s)	3.3	3.3	3.7	3.3	3.3	3.7	3.7	3.7	3.7	3.3
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	7.3	7.7	7.0	7.3	7.7	7.7	7.7	7.7	7.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lead	Lag	Lead	Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	None	C-Max	None	None	None	None	None
Act Effct Green (s)	102.4	95.7	106.9	93.4	87.7	101.2	13.6	13.9	13.9	23.3
Actuated g/C Ratio	0.68	0.64	0.71	0.62	0.58	0.67	0.09	0.09	0.09	0.16
v/c Ratio	0.36	0.48	0.02	0.11	0.46	0.06	0.21	0.48	0.47	0.52
Control Delay (s/veh)	15.5	19.4	0.0	14.8	22.3	1.3	42.2	72.4	71.9	7.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	15.5	19.4	0.0	14.8	22.3	1.3	42.2	72.4	71.9	7.5
LOS	B	B	A	B	C	A	D	E	E	A
Approach Delay (s/veh)		19.0			21.2		42.2		33.2	
Approach LOS		B			C		D		C	
Queue Length 50th (ft)	27	283	0	6	252	0	22	75	74	0
Queue Length 95th (ft)	87	551	0	28	499	11	42	120	117	37
Internal Link Dist (ft)		744			716		65		91	
Turn Bay Length (ft)	180		150	180		130				
Base Capacity (vph)	279	3181	1226	286	2972	1249	633	399	401	449
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.34	0.48	0.02	0.08	0.46	0.05	0.11	0.19	0.18	0.50

Intersection Summary		
Cycle Length: 150		
Actuated Cycle Length: 150		
Offset: 106 (71%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow		
Natural Cycle: 135		
Control Type: Actuated-Coordinated		
Maximum v/c Ratio: 0.52		
Intersection Signal Delay (s/veh): 21.8	Intersection LOS: C	
Intersection Capacity Utilization 75.3%	ICU Level of Service D	
Analysis Period (min) 15		

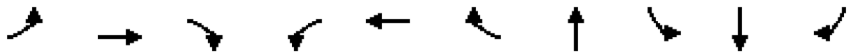
Splits and Phases: 1: North Bay Island/Harbor Island Drive/Larry Paskow Way & John F Kennedy Causeway/NE 79th Street





Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	213	1321	32	28	1642	96	25	2	20	90	2	152
Future Volume (vph)	213	1321	32	28	1642	96	25	2	20	90	2	152
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	7.0	7.3	7.7	7.0	7.3	7.7		7.7		7.7	7.7	7.0
Lane Util. Factor	1.00	0.91	1.00	1.00	0.91	1.00		0.95		0.95	0.95	1.00
Frpb, ped/bikes	1.00	1.00	0.97	1.00	1.00	0.98		0.99		1.00	1.00	0.99
Flpb, ped/bikes	1.00	1.00	1.00	1.00	1.00	1.00		1.00		1.00	1.00	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85		0.94		1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00		0.97		0.95	0.95	1.00
Satd. Flow (prot)	1805	5136	1574	1805	5085	1562		3205		1715	1723	1558
Flt Permitted	0.07	1.00	1.00	0.19	1.00	1.00		0.97		0.95	0.95	1.00
Satd. Flow (perm)	125	5136	1574	362	5085	1562		3205		1715	1723	1558
Peak-hour factor, PHF	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Adj. Flow (vph)	217	1348	33	29	1676	98	26	2	20	92	2	155
RTOR Reduction (vph)	0	0	10	0	0	38	0	18	0	0	0	117
Lane Group Flow (vph)	217	1348	23	29	1676	60	0	30	0	47	47	38
Confl. Peds. (#/hr)	6		9	9		6	4		2	2		4
Confl. Bikes (#/hr)			8			9						
Heavy Vehicles (%)	0%	1%	0%	0%	2%	1%	4%	0%	0%	0%	0%	3%
Turn Type	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov	Split	NA		Split	NA	pm+ov
Protected Phases	1	6	4	5	2	3	4	4		3	3	1
Permitted Phases	6		6	2		2						3
Actuated Green, G (s)	104.1	93.6	105.2	75.3	71.8	83.4		11.6		11.6	11.6	36.9
Effective Green, g (s)	104.1	93.6	105.2	75.3	71.8	83.4		11.6		11.6	11.6	36.9
Actuated g/C Ratio	0.69	0.62	0.70	0.50	0.48	0.56		0.08		0.08	0.08	0.25
Clearance Time (s)	7.0	7.3	7.7	7.0	7.3	7.7		7.7		7.7	7.7	7.0
Vehicle Extension (s)	2.0	1.0	4.0	2.0	1.0	2.5		4.0		2.5	2.5	2.0
Lane Grp Cap (vph)	370	3204	1103	215	2434	868		247		132	133	383
v/s Ratio Prot	c0.10	0.26	0.00	0.00	c0.33	0.01		c0.01		c0.03	0.03	0.02
v/s Ratio Perm	0.31		0.01	0.06		0.03						0.01
v/c Ratio	0.59	0.42	0.02	0.13	0.69	0.07		0.12		0.36	0.35	0.10
Uniform Delay, d1	34.9	14.4	6.8	18.9	30.4	15.4		64.4		65.7	65.6	43.7
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00		1.00		1.00	1.00	1.00
Incremental Delay, d2	1.5	0.4	0.0	0.1	1.6	0.0		0.3		1.2	1.2	0.0
Delay (s)	36.5	14.8	6.8	19.0	32.0	15.4		64.7		66.9	66.8	43.8
Level of Service	D	B	A	B	C	B		E		E	E	D
Approach Delay (s/veh)		17.6			30.9			64.7			52.5	
Approach LOS		B			C			E			D	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	27.0	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.58		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	29.7
Intersection Capacity Utilization	74.0%	ICU Level of Service	D
Analysis Period (min)	15		
c Critical Lane Group			

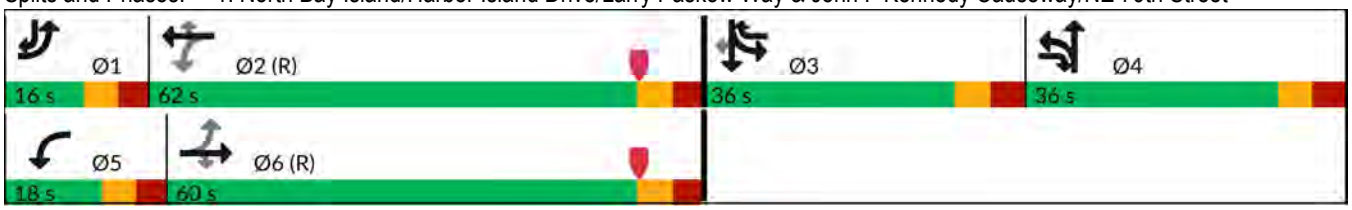


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	213	1321	32	28	1642	96	2	90	2	152
Future Volume (vph)	213	1321	32	28	1642	96	2	90	2	152
Lane Group Flow (vph)	217	1348	33	29	1676	98	48	47	47	155
Turn Type	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov	NA	Split	NA	pm+ov
Protected Phases	1	6	4	5	2	3	4	3	3	1
Permitted Phases	6		6	2		2				3
Detector Phase	1	6	4	5	2	3	4	3	3	1
Switch Phase										
Minimum Initial (s)	5.0	4.0	10.0	5.0	4.0	7.0	10.0	7.0	7.0	5.0
Minimum Split (s)	12.0	47.3	35.7	12.0	47.3	31.7	35.7	31.7	31.7	12.0
Total Split (s)	16.0	60.0	36.0	18.0	62.0	36.0	36.0	36.0	36.0	16.0
Total Split (%)	10.7%	40.0%	24.0%	12.0%	41.3%	24.0%	24.0%	24.0%	24.0%	10.7%
Yellow Time (s)	3.7	4.0	4.0	3.7	4.0	4.0	4.0	4.0	4.0	3.7
All-Red Time (s)	3.3	3.3	3.7	3.3	3.3	3.7	3.7	3.7	3.7	3.3
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	7.3	7.7	7.0	7.3	7.7	7.7	7.7	7.7	7.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lead	Lag	Lead	Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	None	C-Max	None	None	None	None	None
Act Effct Green (s)	105.8	97.9	109.1	79.1	73.3	84.5	13.6	11.6	11.6	37.7
Actuated g/C Ratio	0.71	0.65	0.73	0.53	0.49	0.56	0.09	0.08	0.08	0.25
v/c Ratio	0.58	0.40	0.03	0.12	0.67	0.11	0.16	0.36	0.35	0.31
Control Delay (s/veh)	37.2	16.6	0.0	14.3	32.4	3.6	39.4	70.6	70.5	5.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	37.2	16.6	0.0	14.3	32.4	3.6	39.4	70.6	70.5	5.1
LOS	D	B	A	B	C	A	D	E	E	A
Approach Delay (s/veh)		19.1			30.5		39.4		29.8	
Approach LOS		B			C		D		C	
Queue Length 50th (ft)	122	222	0	7	428	5	13	47	47	0
Queue Length 95th (ft)	#344	438	0	32	635	32	32	85	85	35
Internal Link Dist (ft)		744			716		21		91	
Turn Bay Length (ft)	180		150	180		130				
Base Capacity (vph)	371	3351	1260	309	2484	1085	620	323	324	507
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.58	0.40	0.03	0.09	0.67	0.09	0.08	0.15	0.15	0.31

Intersection Summary		
Cycle Length: 150		
Actuated Cycle Length: 150		
Offset: 97 (65%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow		
Natural Cycle: 140		
Control Type: Actuated-Coordinated		
Maximum v/c Ratio: 0.67		
Intersection Signal Delay (s/veh): 25.6	Intersection LOS: C	
Intersection Capacity Utilization 74.0%	ICU Level of Service D	
Analysis Period (min) 15		

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 1: North Bay Island/Harbor Island Drive/Larry Paskow Way & John F Kennedy Causeway/NE 79th Street



Intersection	
Intersection Delay, s/veh	9.3
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	11	168	117	6	3	59	39	59	6	81	0
Future Vol, veh/h	0	11	168	117	6	3	59	39	59	6	81	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	0	0	1	2	0	0	3	0	5	0	0	0
Mvmt Flow	0	12	177	123	6	3	62	41	62	6	85	0
Number of Lanes	0	1	0	1	1	0	0	1	1	0	2	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	1
HCM Control Delay, s/veh	9.5	9.9	9	8.8
HCM LOS	A	A	A	A

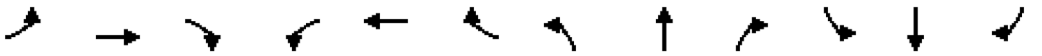
Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	60%	0%	0%	100%	0%	18%	0%
Vol Thru, %	40%	0%	6%	0%	67%	82%	100%
Vol Right, %	0%	100%	94%	0%	33%	0%	0%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	98	59	179	117	9	33	54
LT Vol	59	0	0	117	0	6	0
Through Vol	39	0	11	0	6	27	54
RT Vol	0	59	168	0	3	0	0
Lane Flow Rate	103	62	188	123	9	35	57
Geometry Grp	5	5	4b	5	5	5	5
Degree of Util (X)	0.166	0.082	0.251	0.201	0.013	0.054	0.087
Departure Headway (Hd)	5.791	4.731	4.791	5.885	5.113	5.614	5.522
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	617	753	746	607	696	634	645
Service Time	3.551	2.489	2.845	3.646	2.874	3.382	3.29
HCM Lane V/C Ratio	0.167	0.082	0.252	0.203	0.013	0.055	0.088
HCM Control Delay, s/veh	9.7	7.9	9.5	10.1	7.9	8.7	8.8
HCM Lane LOS	A	A	A	B	A	A	A
HCM 95th-tile Q	0.6	0.3	1	0.7	0	0.2	0.3

Intersection	
Intersection Delay, s/veh	10.1
Intersection LOS	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	7	112	95	12	7	153	63	95	3	35	2
Future Vol, veh/h	0	7	112	95	12	7	153	63	95	3	35	2
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles, %	0	0	2	3	0	0	1	0	0	0	0	0
Mvmt Flow	0	8	123	104	13	8	168	69	104	3	38	2
Number of Lanes	0	1	0	1	1	0	0	1	1	0	2	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	1
HCM Control Delay, s/veh	9.3	10	10.6	8.6
HCM LOS	A	A	B	A

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	71%	0%	0%	100%	0%	15%	0%
Vol Thru, %	29%	0%	6%	0%	63%	85%	90%
Vol Right, %	0%	100%	94%	0%	37%	0%	10%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	216	95	119	95	19	21	20
LT Vol	153	0	0	95	0	3	0
Through Vol	63	0	7	0	12	18	18
RT Vol	0	95	112	0	7	0	2
Lane Flow Rate	237	104	131	104	21	23	21
Geometry Grp	5	5	4b	5	5	5	5
Degree of Util (X)	0.37	0.131	0.184	0.179	0.031	0.035	0.033
Departure Headway (Hd)	5.611	4.533	5.074	6.17	5.356	5.646	5.499
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	639	786	702	578	664	629	645
Service Time	3.369	2.29	3.138	3.937	3.121	3.427	3.281
HCM Lane V/C Ratio	0.371	0.132	0.187	0.18	0.032	0.037	0.033
HCM Control Delay, s/veh	11.7	8	9.3	10.3	8.3	8.6	8.5
HCM Lane LOS	B	A	A	B	A	A	A
HCM 95th-tile Q	1.7	0.4	0.7	0.6	0.1	0.1	0.1



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	7	1520	108	119	1289	3	161	2	201	5	1	0
Future Volume (vph)	7	1520	108	119	1289	3	161	2	201	5	1	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	11	11	11	11	11	12	12	12	12	12	12	12
Total Lost time (s)	6.2	6.5		6.2	6.5			7.1	6.2		7.0	
Lane Util. Factor	1.00	0.91		1.00	0.91			1.00	1.00		1.00	
Frpb, ped/bikes	1.00	1.00		1.00	1.00			1.00	0.99		1.00	
Flpb, ped/bikes	1.00	1.00		1.00	1.00			1.00	1.00		1.00	
Frt	1.00	0.99		1.00	1.00			1.00	0.85		1.00	
Flt Protected	0.95	1.00		0.95	1.00			0.95	1.00		0.96	
Satd. Flow (prot)	1744	4764		1728	4907			1782	1582		1824	
Flt Permitted	0.17	1.00		0.08	1.00			0.95	1.00		0.96	
Satd. Flow (perm)	315	4764		150	4907			1782	1582		1824	
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	7	1600	114	125	1357	3	169	2	212	5	1	0
RTOR Reduction (vph)	0	3	0	0	0	0	0	0	174	0	0	0
Lane Group Flow (vph)	7	1711	0	125	1360	0	0	171	38	0	6	0
Confl. Peds. (#/hr)	11		12	12		11	12		2	2		12
Confl. Bikes (#/hr)			5			2						
Heavy Vehicles (%)	0%	4%	3%	1%	2%	67%	1%	50%	1%	0%	0%	0%
Turn Type	pm+pt	NA		pm+pt	NA		Split	NA	pm+ov	Split	NA	
Protected Phases	1	6		5	2		4	4	5!	3	3	
Permitted Phases	6			2					4			
Actuated Green, G (s)	87.8	86.7		101.3	94.0			18.7	27.1		9.4	
Effective Green, g (s)	87.8	86.7		101.3	94.0			18.7	27.1		9.4	
Actuated g/C Ratio	0.59	0.58		0.68	0.63			0.12	0.18		0.06	
Clearance Time (s)	6.2	6.5		6.2	6.5			7.1	6.2		7.0	
Vehicle Extension (s)	2.0	1.0		2.0	1.0			3.0	2.0		2.5	
Lane Grp Cap (vph)	194	2753		189	3075			222	285		114	
v/s Ratio Prot	0.00	0.36		c0.04	0.28			c0.10	0.01		c0.00	
v/s Ratio Perm	0.02			c0.41					0.02			
v/c Ratio	0.04	0.62		0.66	0.44			0.77	0.13		0.05	
Uniform Delay, d1	13.1	20.8		16.6	14.5			63.6	51.6		66.1	
Progression Factor	1.00	1.00		1.00	1.00			1.00	1.00		1.00	
Incremental Delay, d2	0.0	1.1		6.6	0.5			15.1	0.1		0.1	
Delay (s)	13.2	21.9		23.1	14.9			78.7	51.7		66.3	
Level of Service	B	C		C	B			E	D		E	
Approach Delay (s/veh)		21.9			15.6			63.7			66.3	
Approach LOS		C			B			E			E	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	23.8	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.64		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	26.8
Intersection Capacity Utilization	87.6%	ICU Level of Service	E
Analysis Period (min)	15		

! Phase conflict between lane groups.

c Critical Lane Group



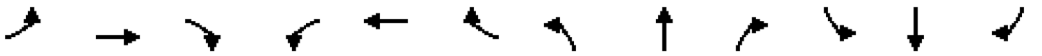
Lane Group	EBL	EBT	WBL	WBT	NBT	NBR	SBT
Lane Configurations							
Traffic Volume (vph)	7	1520	119	1289	2	201	1
Future Volume (vph)	7	1520	119	1289	2	201	1
Lane Group Flow (vph)	7	1714	125	1360	171	212	6
Turn Type	pm+pt	NA	pm+pt	NA	NA	pm+ov	NA
Protected Phases	1	6	5	2	4	5!	3
Permitted Phases	6		2			4	
Detector Phase	1	6	5	2	4	5	3
Switch Phase							
Minimum Initial (s)	5.0	7.0	5.0	7.0	7.0	5.0	7.0
Minimum Split (s)	11.2	29.5	11.2	29.5	14.1	11.2	47.0
Total Split (s)	16.0	60.0	16.0	60.0	26.0	16.0	48.0
Total Split (%)	10.7%	40.0%	10.7%	40.0%	17.3%	10.7%	32.0%
Yellow Time (s)	3.7	4.0	3.7	4.0	4.0	3.7	4.0
All-Red Time (s)	2.5	2.5	2.5	2.5	3.1	2.5	3.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	6.2	6.5	6.2	6.5	7.1	6.2	7.0
Lead/Lag	Lead	Lag	Lead	Lag	Lag	Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	C-Max	None	None	None
Act Effct Green (s)	96.3	90.8	105.4	103.1	18.7	28.1	13.6
Actuated g/C Ratio	0.64	0.61	0.70	0.69	0.12	0.19	0.09
v/c Ratio	0.03	0.59	0.65	0.40	0.77	0.45	0.04
Control Delay (s/veh)	15.4	23.0	30.9	15.1	85.4	8.5	54.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	15.4	23.0	30.9	15.1	85.4	8.5	54.0
LOS	B	C	C	B	F	A	D
Approach Delay (s/veh)		23.0		16.5	42.8		54.0
Approach LOS		C		B	D		D
Queue Length 50th (ft)	1	283	26	132	163	0	6
Queue Length 95th (ft)	13	#735	#161	469	#263	66	17
Internal Link Dist (ft)		641		746	1372		253
Turn Bay Length (ft)	100		50				
Base Capacity (vph)	305	2888	210	3374	239	483	498
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.02	0.59	0.60	0.40	0.72	0.44	0.01

Intersection Summary	
Cycle Length: 150	
Actuated Cycle Length: 150	
Offset: 106 (71%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow	
Natural Cycle: 135	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.77	
Intersection Signal Delay (s/veh): 22.5	Intersection LOS: C
Intersection Capacity Utilization 87.6%	ICU Level of Service E
Analysis Period (min) 15	

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
! Phase conflict between lane groups.

Splits and Phases: 3: E Treasure Drive & John F Kennedy Causeway



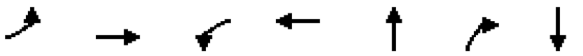


Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	20	1145	143	117	1637	5	109	0	78	6	0	0
Future Volume (vph)	20	1145	143	117	1637	5	109	0	78	6	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	11	11	11	11	11	12	12	12	12	12	12	12
Total Lost time (s)	6.2	6.5		6.2	6.5			7.1	6.2		7.0	
Lane Util. Factor	1.00	0.91		1.00	0.91			1.00	1.00		1.00	
Frpb, ped/bikes	1.00	1.00		1.00	1.00			1.00	1.00		1.00	
Flpb, ped/bikes	1.00	1.00		1.00	1.00			1.00	1.00		1.00	
Frt	1.00	0.98		1.00	1.00			1.00	0.85		1.00	
Flt Protected	0.95	1.00		0.95	1.00			0.95	1.00		0.95	
Satd. Flow (prot)	1745	4822		1710	4866			1736	1615		1805	
Flt Permitted	0.11	1.00		0.15	1.00			0.95	1.00		0.95	
Satd. Flow (perm)	195	4822		279	4866			1736	1615		1805	
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	21	1180	147	121	1688	5	112	0	80	6	0	0
RTOR Reduction (vph)	0	6	0	0	0	0	0	0	68	0	0	0
Lane Group Flow (vph)	21	1321	0	121	1693	0	0	112	12	0	6	0
Confl. Peds. (#/hr)	12		9	9		12	9					9
Confl. Bikes (#/hr)			11			8						
Heavy Vehicles (%)	0%	2%	1%	2%	3%	0%	4%	0%	0%	0%	0%	0%
Turn Type	pm+pt	NA		pm+pt	NA		Split	NA	pm+ov	Split	NA	
Protected Phases	1	6		5	2		4	4	5!	3	3	
Permitted Phases	6			2					4			
Actuated Green, G (s)	94.7	91.3		103.3	95.6			14.8	22.5		9.4	
Effective Green, g (s)	94.7	91.3		103.3	95.6			14.8	22.5		9.4	
Actuated g/C Ratio	0.63	0.61		0.69	0.64			0.10	0.15		0.06	
Clearance Time (s)	6.2	6.5		6.2	6.5			7.1	6.2		7.0	
Vehicle Extension (s)	2.0	1.0		2.0	1.0			3.0	2.0		2.5	
Lane Grp Cap (vph)	158	2934		265	3101			171	242		113	
v/s Ratio Prot	0.00	0.27		c0.02	c0.35			c0.06	0.00		c0.00	
v/s Ratio Perm	0.08			0.29					0.00			
v/c Ratio	0.13	0.45		0.46	0.55			0.65	0.05		0.05	
Uniform Delay, d1	11.5	15.8		9.8	15.1			65.1	54.6		66.1	
Progression Factor	1.00	1.00		1.00	1.00			1.00	1.00		1.00	
Incremental Delay, d2	0.1	0.5		0.5	0.7			8.7	0.0		0.1	
Delay (s)	11.6	16.3		10.2	15.8			73.8	54.6		66.3	
Level of Service	B	B		B	B			E	D		E	
Approach Delay (s/veh)		16.2			15.5			65.8			66.3	
Approach LOS		B			B			E			E	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	18.7	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.53		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	26.8
Intersection Capacity Utilization	71.3%	ICU Level of Service	C
Analysis Period (min)	15		

! Phase conflict between lane groups.

c Critical Lane Group



Lane Group	EBL	EBT	WBL	WBT	NBT	NBR	SBT
Lane Configurations							
Traffic Volume (vph)	20	1145	117	1637	0	78	0
Future Volume (vph)	20	1145	117	1637	0	78	0
Lane Group Flow (vph)	21	1327	121	1693	112	80	6
Turn Type	pm+pt	NA	pm+pt	NA	NA	pm+ov	NA
Protected Phases	1	6	5	2	4	5!	3
Permitted Phases	6		2			4	
Detector Phase	1	6	5	2	4	5	3
Switch Phase							
Minimum Initial (s)	5.0	7.0	5.0	7.0	7.0	5.0	7.0
Minimum Split (s)	11.2	29.5	11.2	29.5	14.1	11.2	47.0
Total Split (s)	17.0	59.0	17.0	59.0	26.0	17.0	48.0
Total Split (%)	11.3%	39.3%	11.3%	39.3%	17.3%	11.3%	32.0%
Yellow Time (s)	3.7	4.0	3.7	4.0	4.0	3.7	4.0
All-Red Time (s)	2.5	2.5	2.5	2.5	3.1	2.5	3.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	6.2	6.5	6.2	6.5	7.1	6.2	7.0
Lead/Lag	Lead	Lag	Lead	Lag	Lag	Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	C-Max	None	None	None
Act Effct Green (s)	101.2	95.5	107.9	102.2	14.8	29.6	13.6
Actuated g/C Ratio	0.67	0.64	0.72	0.68	0.10	0.20	0.09
v/c Ratio	0.11	0.43	0.44	0.51	0.65	0.21	0.04
Control Delay (s/veh)	14.0	18.5	15.6	17.8	82.2	10.0	54.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	14.0	18.5	15.6	17.8	82.2	10.0	54.0
LOS	B	B	B	B	F	A	D
Approach Delay (s/veh)		18.4		17.6	52.1		54.0
Approach LOS		B		B	D		D
Queue Length 50th (ft)	3	164	20	223	107	0	6
Queue Length 95th (ft)	28	481	110	648	170	44	17
Internal Link Dist (ft)		641		746	1372		253
Turn Bay Length (ft)	100		50				
Base Capacity (vph)	250	3072	305	3317	220	415	493
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.08	0.43	0.40	0.51	0.51	0.19	0.01

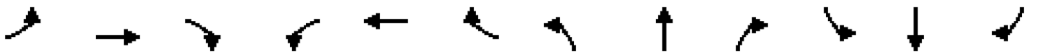
Intersection Summary	
Cycle Length: 150	
Actuated Cycle Length: 150	
Offset: 146 (97%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow	
Natural Cycle: 125	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.65	
Intersection Signal Delay (s/veh): 20.0	Intersection LOS: B
Intersection Capacity Utilization 71.3%	ICU Level of Service C
Analysis Period (min) 15	

! Phase conflict between lane groups.

Splits and Phases: 3: E Treasure Drive & John F Kennedy Causeway

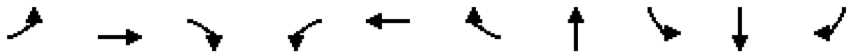


Future without Project Conditions



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	107	1660	22	23	1487	71	41	3	24	170	2	260
Future Volume (vph)	107	1660	22	23	1487	71	41	3	24	170	2	260
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	7.0	7.3	7.7	7.0	7.3	7.7		7.7		7.7	7.7	7.0
Lane Util. Factor	1.00	0.91	1.00	1.00	0.91	1.00		0.95		0.95	0.95	1.00
Frpb, ped/bikes	1.00	1.00	0.96	1.00	1.00	0.97		0.99		1.00	1.00	0.99
Flpb, ped/bikes	1.00	1.00	1.00	1.00	1.00	1.00		1.00		1.00	1.00	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85		0.95		1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00		0.97		0.95	0.95	1.00
Satd. Flow (prot)	1752	4988	1555	1656	5085	1524		3258		1698	1704	1579
Flt Permitted	0.11	1.00	1.00	0.10	1.00	1.00		0.97		0.95	0.95	1.00
Satd. Flow (perm)	201	4988	1555	182	5085	1524		3258		1698	1704	1579
Peak-hour factor, PHF	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Adj. Flow (vph)	109	1694	22	23	1517	72	42	3	24	173	2	265
RTOR Reduction (vph)	0	0	7	0	0	25	0	22	0	0	0	221
Lane Group Flow (vph)	109	1694	15	23	1517	47	0	47	0	88	87	44
Confl. Peds. (#/hr)	12		18	18		12	6		2	2		6
Confl. Bikes (#/hr)			4			7						
Heavy Vehicles (%)	3%	4%	0%	9%	2%	3%	0%	0%	4%	1%	0%	1%
Turn Type	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov	Split	NA		Split	NA	pm+ov
Protected Phases	1	6	4	5	2	3	4	4		3	3	1
Permitted Phases	6		6	2		2						3
Actuated Green, G (s)	100.5	90.5	102.1	87.5	84.0	98.7		11.6		14.7	14.7	24.7
Effective Green, g (s)	100.5	90.5	102.1	87.5	84.0	98.7		11.6		14.7	14.7	24.7
Actuated g/C Ratio	0.67	0.60	0.68	0.58	0.56	0.66		0.08		0.10	0.10	0.16
Clearance Time (s)	7.0	7.3	7.7	7.0	7.3	7.7		7.7		7.7	7.7	7.0
Vehicle Extension (s)	2.0	1.0	4.0	2.0	1.0	2.5		4.0		2.5	2.5	2.0
Lane Grp Cap (vph)	238	3009	1058	140	2847	1002		251		166	166	260
v/s Ratio Prot	c0.03	c0.34	0.00	0.00	0.30	0.00		c0.01		c0.05	0.05	0.01
v/s Ratio Perm	0.28		0.01	0.09		0.03						0.02
v/c Ratio	0.46	0.56	0.01	0.16	0.53	0.05		0.19		0.53	0.52	0.17
Uniform Delay, d1	13.1	17.9	7.7	14.3	20.7	9.1		64.8		64.4	64.3	53.8
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00		1.00		1.00	1.00	1.00
Incremental Delay, d2	0.5	0.8	0.0	0.2	0.7	0.0		0.5		2.5	2.3	0.1
Delay (s)	13.6	18.6	7.7	14.5	21.4	9.1		65.3		66.9	66.6	53.9
Level of Service	B	B	A	B	C	A		E		E	E	D
Approach Delay (s/veh)		18.2			20.8			65.3			59.0	
Approach LOS		B			C			E			E	

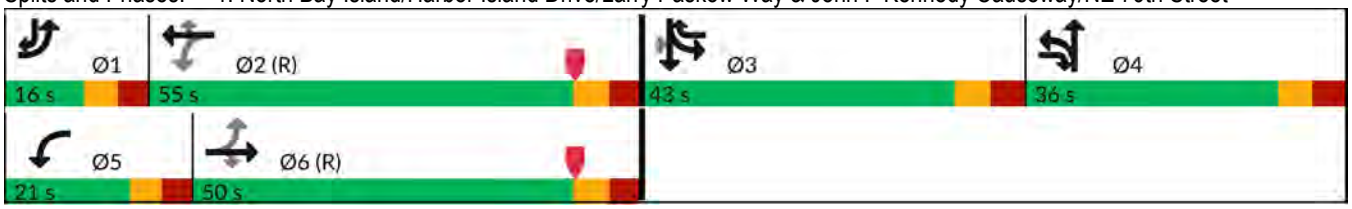
Intersection Summary			
HCM 2000 Control Delay (s/veh)	24.6	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.54		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	29.7
Intersection Capacity Utilization	77.7%	ICU Level of Service	D
Analysis Period (min)	15		
c Critical Lane Group			

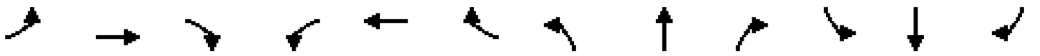


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	107	1660	22	23	1487	71	3	170	2	260
Future Volume (vph)	107	1660	22	23	1487	71	3	170	2	260
Lane Group Flow (vph)	109	1694	22	23	1517	72	69	88	87	265
Turn Type	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov	NA	Split	NA	pm+ov
Protected Phases	1	6	4	5	2	3	4	3	3	1
Permitted Phases	6		6	2		2				3
Detector Phase	1	6	4	5	2	3	4	3	3	1
Switch Phase										
Minimum Initial (s)	5.0	4.0	10.0	5.0	4.0	7.0	10.0	7.0	7.0	5.0
Minimum Split (s)	12.0	47.3	35.7	12.0	47.3	39.7	35.7	39.7	39.7	12.0
Total Split (s)	16.0	50.0	36.0	21.0	55.0	43.0	36.0	43.0	43.0	16.0
Total Split (%)	10.7%	33.3%	24.0%	14.0%	36.7%	28.7%	24.0%	28.7%	28.7%	10.7%
Yellow Time (s)	3.7	4.0	4.0	3.7	4.0	4.0	4.0	4.0	4.0	3.7
All-Red Time (s)	3.3	3.3	3.7	3.3	3.3	3.7	3.7	3.7	3.7	3.3
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	7.3	7.7	7.0	7.3	7.7	7.7	7.7	7.7	7.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lead	Lag	Lead	Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	None	C-Max	None	None	None	None	None
Act Effct Green (s)	102.3	94.8	106.0	91.3	85.5	99.8	13.6	14.7	14.7	25.4
Actuated g/C Ratio	0.68	0.63	0.71	0.61	0.57	0.67	0.09	0.10	0.10	0.17
v/c Ratio	0.45	0.54	0.02	0.14	0.52	0.07	0.22	0.53	0.52	0.54
Control Delay (s/veh)	18.0	20.9	0.0	15.8	24.6	1.9	41.9	74.0	73.4	7.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	18.0	20.9	0.0	15.8	24.6	1.9	41.9	74.0	73.4	7.1
LOS	B	C	A	B	C	A	D	E	E	A
Approach Delay (s/veh)		20.4			23.4		41.9		33.6	
Approach LOS		C			C		D		C	
Queue Length 50th (ft)	32	336	0	6	309	0	22	89	88	0
Queue Length 95th (ft)	97	633	0	29	587	17	42	137	135	39
Internal Link Dist (ft)		744			716		21		91	
Turn Bay Length (ft)	180		150	180		130				
Base Capacity (vph)	250	3152	1217	257	2899	1231	633	399	401	496
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.44	0.54	0.02	0.09	0.52	0.06	0.11	0.22	0.22	0.53

Intersection Summary		
Cycle Length: 150		
Actuated Cycle Length: 150		
Offset: 106 (71%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow		
Natural Cycle: 135		
Control Type: Actuated-Coordinated		
Maximum v/c Ratio: 0.54		
Intersection Signal Delay (s/veh): 23.5	Intersection LOS: C	
Intersection Capacity Utilization 77.7%	ICU Level of Service D	
Analysis Period (min) 15		

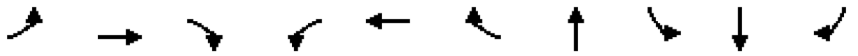
Splits and Phases: 1: North Bay Island/Harbor Island Drive/Larry Paskow Way & John F Kennedy Causeway/NE 79th Street





Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	254	1464	33	29	1793	123	26	2	21	111	2	184
Future Volume (vph)	254	1464	33	29	1793	123	26	2	21	111	2	184
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	7.0	7.3	7.7	7.0	7.3	7.7		7.7		7.7	7.7	7.0
Lane Util. Factor	1.00	0.91	1.00	1.00	0.91	1.00		0.95		0.95	0.95	1.00
Frpb, ped/bikes	1.00	1.00	0.97	1.00	1.00	0.98		0.99		1.00	1.00	0.99
Flpb, ped/bikes	1.00	1.00	1.00	1.00	1.00	1.00		1.00		1.00	1.00	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85		0.94		1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00		0.97		0.95	0.95	1.00
Satd. Flow (prot)	1805	5136	1574	1805	5085	1563		3203		1715	1722	1560
Flt Permitted	0.06	1.00	1.00	0.16	1.00	1.00		0.97		0.95	0.95	1.00
Satd. Flow (perm)	107	5136	1574	310	5085	1563		3203		1715	1722	1560
Peak-hour factor, PHF	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Adj. Flow (vph)	259	1494	34	30	1830	126	27	2	21	113	2	188
RTOR Reduction (vph)	0	0	10	0	0	42	0	19	0	0	0	132
Lane Group Flow (vph)	259	1494	24	30	1830	84	0	31	0	58	57	56
Confl. Peds. (#/hr)	6		9	9		6	4		2	2		4
Confl. Bikes (#/hr)			8			9						
Heavy Vehicles (%)	0%	1%	0%	0%	2%	1%	4%	0%	0%	0%	0%	3%
Turn Type	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov	Split	NA		Split	NA	pm+ov
Protected Phases	1	6	4	5	2	3	4	4		3	3	1
Permitted Phases	6		6	2		2						3
Actuated Green, G (s)	103.5	92.9	104.5	67.6	64.0	76.2		11.6		12.2	12.2	44.7
Effective Green, g (s)	103.5	92.9	104.5	67.6	64.0	76.2		11.6		12.2	12.2	44.7
Actuated g/C Ratio	0.69	0.62	0.70	0.45	0.43	0.51		0.08		0.08	0.08	0.30
Clearance Time (s)	7.0	7.3	7.7	7.0	7.3	7.7		7.7		7.7	7.7	7.0
Vehicle Extension (s)	2.0	1.0	4.0	2.0	1.0	2.5		4.0		2.5	2.5	2.0
Lane Grp Cap (vph)	441	3180	1096	175	2169	794		247		139	140	464
v/s Ratio Prot	c0.13	0.29	0.00	0.00	c0.36	0.01		c0.01		c0.03	0.03	0.03
v/s Ratio Perm	0.28		0.01	0.07		0.05						0.01
v/c Ratio	0.59	0.47	0.02	0.17	0.84	0.11		0.12		0.42	0.41	0.12
Uniform Delay, d1	39.3	15.3	7.0	23.0	38.5	19.2		64.5		65.5	65.5	38.3
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00		1.00		1.00	1.00	1.00
Incremental Delay, d2	1.3	0.5	0.0	0.2	4.2	0.0		0.3		1.5	1.4	0.0
Delay (s)	40.6	15.8	7.0	23.2	42.7	19.2		64.8		67.0	66.9	38.4
Level of Service	D	B	A	C	D	B		E		E	E	D
Approach Delay (s/veh)		19.2			41.0			64.8			49.2	
Approach LOS		B			D			E			D	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	32.5	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.66		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	29.7
Intersection Capacity Utilization	78.1%	ICU Level of Service	D
Analysis Period (min)	15		
c Critical Lane Group			

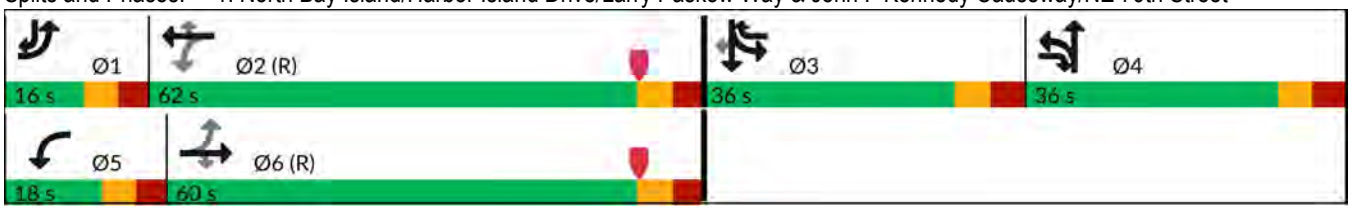


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	254	1464	33	29	1793	123	2	111	2	184
Future Volume (vph)	254	1464	33	29	1793	123	2	111	2	184
Lane Group Flow (vph)	259	1494	34	30	1830	126	50	58	57	188
Turn Type	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov	NA	Split	NA	pm+ov
Protected Phases	1	6	4	5	2	3	4	3	3	1
Permitted Phases	6		6	2		2				3
Detector Phase	1	6	4	5	2	3	4	3	3	1
Switch Phase										
Minimum Initial (s)	5.0	4.0	10.0	5.0	4.0	7.0	10.0	7.0	7.0	5.0
Minimum Split (s)	12.0	47.3	35.7	12.0	47.3	31.7	35.7	31.7	31.7	12.0
Total Split (s)	16.0	60.0	36.0	18.0	62.0	36.0	36.0	36.0	36.0	16.0
Total Split (%)	10.7%	40.0%	24.0%	12.0%	41.3%	24.0%	24.0%	24.0%	24.0%	10.7%
Yellow Time (s)	3.7	4.0	4.0	3.7	4.0	4.0	4.0	4.0	4.0	3.7
All-Red Time (s)	3.3	3.3	3.7	3.3	3.3	3.7	3.7	3.7	3.7	3.3
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	7.3	7.7	7.0	7.3	7.7	7.7	7.7	7.7	7.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lead	Lag	Lead	Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	None	C-Max	None	None	None	None	None
Act Effct Green (s)	105.2	97.3	108.5	71.5	65.6	77.3	13.6	12.2	12.2	45.4
Actuated g/C Ratio	0.70	0.65	0.72	0.48	0.44	0.52	0.09	0.08	0.08	0.30
v/c Ratio	0.59	0.45	0.03	0.15	0.82	0.15	0.16	0.42	0.41	0.31
Control Delay (s/veh)	42.2	17.7	0.1	15.7	41.1	5.7	38.9	72.4	72.0	4.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	42.2	17.7	0.1	15.7	41.1	5.7	38.9	72.4	72.0	4.5
LOS	D	B	A	B	D	A	D	E	E	A
Approach Delay (s/veh)		20.9			38.5		38.9		30.2	
Approach LOS		C			D		D		C	
Queue Length 50th (ft)	172	261	0	8	538	17	14	58	57	0
Queue Length 95th (ft)	#459	501	0	33	#765	47	32	100	98	37
Internal Link Dist (ft)		744			716		21		91	
Turn Bay Length (ft)	180		150	180		130				
Base Capacity (vph)	442	3330	1254	268	2222	1010	621	323	324	603
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.59	0.45	0.03	0.11	0.82	0.12	0.08	0.18	0.18	0.31

Intersection Summary		
Cycle Length: 150		
Actuated Cycle Length: 150		
Offset: 97 (65%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow		
Natural Cycle: 150		
Control Type: Actuated-Coordinated		
Maximum v/c Ratio: 0.82		
Intersection Signal Delay (s/veh): 30.3	Intersection LOS: C	
Intersection Capacity Utilization 78.1%	ICU Level of Service D	
Analysis Period (min) 15		

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 1: North Bay Island/Harbor Island Drive/Larry Paskow Way & John F Kennedy Causeway/NE 79th Street



Intersection	
Intersection Delay, s/veh	10
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	11	174	174	6	3	61	40	80	6	84	0
Future Vol, veh/h	0	11	174	174	6	3	61	40	80	6	84	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	0	0	1	2	0	0	3	0	5	0	0	0
Mvmt Flow	0	12	183	183	6	3	64	42	84	6	88	0
Number of Lanes	0	1	0	1	1	0	0	1	1	0	2	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	1
HCM Control Delay, s/veh	9.9	11.2	9.3	9.1
HCM LOS	A	B	A	A

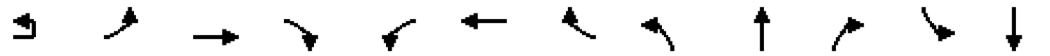
Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	60%	0%	0%	100%	0%	18%	0%
Vol Thru, %	40%	0%	6%	0%	67%	82%	100%
Vol Right, %	0%	100%	94%	0%	33%	0%	0%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	101	80	185	174	9	34	56
LT Vol	61	0	0	174	0	6	0
Through Vol	40	0	11	0	6	28	56
RT Vol	0	80	174	0	3	0	0
Lane Flow Rate	106	84	195	183	9	36	59
Geometry Grp	5	5	4b	5	5	5	5
Degree of Util (X)	0.177	0.116	0.269	0.304	0.014	0.059	0.094
Departure Headway (Hd)	6.004	4.94	4.967	5.982	5.21	5.959	5.769
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	592	717	717	597	680	605	614
Service Time	3.793	2.728	3.048	3.766	2.992	3.659	3.569
HCM Lane V/C Ratio	0.179	0.117	0.272	0.307	0.013	0.06	0.096
HCM Control Delay, s/veh	10.1	8.4	9.9	11.4	8.1	9	9.2
HCM Lane LOS	B	A	A	B	A	A	A
HCM 95th-tile Q	0.6	0.4	1.1	1.3	0	0.2	0.3

Intersection	
Intersection Delay, s/veh	10.7
Intersection LOS	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	7	116	143	12	7	158	65	156	3	36	2
Future Vol, veh/h	0	7	116	143	12	7	158	65	156	3	36	2
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles, %	0	0	2	3	0	0	1	0	0	0	0	0
Mvmt Flow	0	8	127	157	13	8	174	71	171	3	40	2
Number of Lanes	0	1	0	1	1	0	0	1	1	0	2	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	1
HCM Control Delay, s/veh	9.8	11.3	11	9
HCM LOS	A	B	B	A

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	71%	0%	0%	100%	0%	14%	0%
Vol Thru, %	29%	0%	6%	0%	63%	86%	90%
Vol Right, %	0%	100%	94%	0%	37%	0%	10%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	223	156	123	143	19	21	20
LT Vol	158	0	0	143	0	3	0
Through Vol	65	0	7	0	12	18	18
RT Vol	0	156	116	0	7	0	2
Lane Flow Rate	245	171	135	157	21	23	22
Geometry Grp	5	5	4b	5	5	5	5
Degree of Util (X)	0.395	0.225	0.203	0.281	0.033	0.039	0.036
Departure Headway (Hd)	5.803	4.723	5.414	6.448	5.632	6.067	5.924
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	613	749	666	561	639	592	606
Service Time	3.602	2.521	3.419	4.152	3.336	3.786	3.643
HCM Lane V/C Ratio	0.4	0.228	0.203	0.28	0.033	0.039	0.036
HCM Control Delay, s/veh	12.4	8.9	9.8	11.7	8.5	9	8.9
HCM Lane LOS	B	A	A	B	A	A	A
HCM 95th-tile Q	1.9	0.9	0.8	1.1	0.1	0.1	0.1



Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	34	7	1712	114	143	1455	3	198	2	217	5	1
Future Volume (vph)	34	7	1712	114	143	1455	3	198	2	217	5	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	11	11	11	11	11	12	12	12	12	12	12
Total Lost time (s)		6.2	6.5		6.2	6.5			7.1	6.2		7.0
Lane Util. Factor		1.00	0.91		1.00	0.91			1.00	1.00		1.00
Frpb, ped/bikes		1.00	1.00		1.00	1.00			1.00	0.99		1.00
Flpb, ped/bikes		1.00	1.00		1.00	1.00			1.00	1.00		1.00
Frt		1.00	0.99		1.00	1.00			1.00	0.85		1.00
Flt Protected		0.95	1.00		0.95	1.00			0.95	1.00		0.96
Satd. Flow (prot)		1745	4768		1728	4908			1784	1583		1824
Flt Permitted		0.12	1.00		0.05	1.00			0.95	1.00		0.96
Satd. Flow (perm)		228	4768		89	4908			1784	1583		1824
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	36	7	1802	120	151	1532	3	208	2	228	5	1
RTOR Reduction (vph)	0	0	4	0	0	0	0	0	0	176	0	0
Lane Group Flow (vph)	0	43	1918	0	151	1535	0	0	210	52	0	6
Confl. Peds. (#/hr)		11		12	12		11	12		2	2	
Confl. Bikes (#/hr)				5			2					
Heavy Vehicles (%)	0%	0%	4%	3%	1%	2%	67%	1%	50%	1%	0%	0%
Turn Type	pm+pt	pm+pt	NA		pm+pt	NA		Split	NA	pm+ov	Split	NA
Protected Phases	1	1	6		5	2		4	4	5!	3	3
Permitted Phases	6	6			2					4		
Actuated Green, G (s)		84.6	79.5		97.1	85.8			22.9	34.3		9.4
Effective Green, g (s)		84.6	79.5		97.1	85.8			22.9	34.3		9.4
Actuated g/C Ratio		0.56	0.53		0.65	0.57			0.15	0.23		0.06
Clearance Time (s)		6.2	6.5		6.2	6.5			7.1	6.2		7.0
Vehicle Extension (s)		2.0	1.0		2.0	1.0			3.0	2.0		2.5
Lane Grp Cap (vph)		180	2527		182	2807			272	361		114
v/s Ratio Prot		0.01	0.40		c0.06	0.31			c0.12	0.01		c0.00
v/s Ratio Perm		0.13			c0.47					0.02		
v/c Ratio		0.24	0.76		0.83	0.55			0.77	0.14		0.05
Uniform Delay, d1		15.7	27.7		41.8	20.0			61.0	46.1		66.1
Progression Factor		1.00	1.00		1.00	1.00			1.00	1.00		1.00
Incremental Delay, d2		0.3	2.2		24.6	0.8			12.7	0.1		0.1
Delay (s)		15.9	29.9		66.5	20.8			73.8	46.2		66.3
Level of Service		B	C		E	C			E	D		E
Approach Delay (s/veh)			29.6			24.9			59.4			66.3
Approach LOS			C			C			E			E

Intersection Summary			
HCM 2000 Control Delay (s/veh)	30.9	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.78		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	26.8
Intersection Capacity Utilization	93.8%	ICU Level of Service	F
Analysis Period (min)	15		

! Phase conflict between lane groups.
c Critical Lane Group



Movement	SBR
Lane Configurations	
Traffic Volume (vph)	0
Future Volume (vph)	0
Ideal Flow (vphpl)	1900
Lane Width	12
Total Lost time (s)	
Lane Util. Factor	
Frpb, ped/bikes	
Flpb, ped/bikes	
Frt	
Flt Protected	
Satd. Flow (prot)	
Flt Permitted	
Satd. Flow (perm)	
Peak-hour factor, PHF	0.95
Adj. Flow (vph)	0
RTOR Reduction (vph)	0
Lane Group Flow (vph)	0
Confl. Peds. (#/hr)	12
Confl. Bikes (#/hr)	
Heavy Vehicles (%)	0%
Turn Type	
Protected Phases	
Permitted Phases	
Actuated Green, G (s)	
Effective Green, g (s)	
Actuated g/C Ratio	
Clearance Time (s)	
Vehicle Extension (s)	
Lane Grp Cap (vph)	
v/s Ratio Prot	
v/s Ratio Perm	
v/c Ratio	
Uniform Delay, d1	
Progression Factor	
Incremental Delay, d2	
Delay (s)	
Level of Service	
Approach Delay (s/veh)	
Approach LOS	
Intersection Summary	



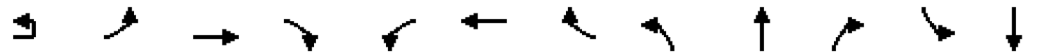
Lane Group	EBU	EBL	EBT	WBL	WBT	NBT	NBR	SBT
Lane Configurations								
Traffic Volume (vph)	34	7	1712	143	1455	2	217	1
Future Volume (vph)	34	7	1712	143	1455	2	217	1
Lane Group Flow (vph)	0	43	1922	151	1535	210	228	6
Turn Type	pm+pt	pm+pt	NA	pm+pt	NA	NA	pm+ov	NA
Protected Phases	1	1	6	5	2	4	5!	3
Permitted Phases	6	6		2			4	
Detector Phase	1	1	6	5	2	4	5	3
Switch Phase								
Minimum Initial (s)	5.0	5.0	7.0	5.0	7.0	7.0	5.0	7.0
Minimum Split (s)	11.2	11.2	29.5	11.2	29.5	14.1	11.2	47.0
Total Split (s)	16.0	16.0	60.0	16.0	60.0	26.0	16.0	48.0
Total Split (%)	10.7%	10.7%	40.0%	10.7%	40.0%	17.3%	10.7%	32.0%
Yellow Time (s)	3.7	3.7	4.0	3.7	4.0	4.0	3.7	4.0
All-Red Time (s)	2.5	2.5	2.5	2.5	2.5	3.1	2.5	3.0
Lost Time Adjust (s)		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		6.2	6.5	6.2	6.5	7.1	6.2	7.0
Lead/Lag	Lead	Lead	Lag	Lead	Lag	Lag	Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	C-Max	None	C-Max	None	None	None
Act Effct Green (s)		90.0	83.7	100.5	91.2	22.9	35.2	13.6
Actuated g/C Ratio		0.60	0.56	0.67	0.61	0.15	0.23	0.09
v/c Ratio		0.22	0.72	0.82	0.51	0.77	0.42	0.04
Control Delay (s/veh)		16.4	28.9	66.8	21.8	79.3	7.4	54.0
Queue Delay		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)		16.4	28.9	66.8	21.8	79.3	7.4	54.0
LOS		B	C	E	C	E	A	D
Approach Delay (s/veh)			28.7		25.8	41.9		54.0
Approach LOS			C		C	D		D
Queue Length 50th (ft)		10	416	85	253	196	0	6
Queue Length 95th (ft)		47	#889	#277	572	#356	69	17
Internal Link Dist (ft)			641		746	1372		253
Turn Bay Length (ft)		100		50				
Base Capacity (vph)		241	2663	184	2986	272	546	498
Starvation Cap Reductn		0	0	0	0	0	0	0
Spillback Cap Reductn		0	0	0	0	0	0	0
Storage Cap Reductn		0	0	0	0	0	0	0
Reduced v/c Ratio		0.18	0.72	0.82	0.51	0.77	0.42	0.01

Intersection Summary	
Cycle Length: 150	
Actuated Cycle Length: 150	
Offset: 106 (71%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow	
Natural Cycle: 145	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.82	
Intersection Signal Delay (s/veh): 28.9	Intersection LOS: C
Intersection Capacity Utilization 93.8%	ICU Level of Service F
Analysis Period (min) 15	

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
! Phase conflict between lane groups.

Splits and Phases: 3: E Treasure Drive & John F Kennedy Causeway





Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	41	21	1242	150	147	1742	5	155	0	92	6	0
Future Volume (vph)	41	21	1242	150	147	1742	5	155	0	92	6	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	11	11	11	11	11	12	12	12	12	12	12
Total Lost time (s)		6.2	6.5		6.2	6.5			7.1	6.2		7.0
Lane Util. Factor		1.00	0.91		1.00	0.91			1.00	1.00		1.00
Frpb, ped/bikes		1.00	1.00		1.00	1.00			1.00	1.00		1.00
Flpb, ped/bikes		1.00	1.00		1.00	1.00			1.00	1.00		1.00
Frt		1.00	0.98		1.00	1.00			1.00	0.85		1.00
Flt Protected		0.95	1.00		0.95	1.00			0.95	1.00		0.95
Satd. Flow (prot)		1745	4824		1711	4866			1736	1615		1805
Flt Permitted		0.09	1.00		0.12	1.00			0.95	1.00		0.95
Satd. Flow (perm)		157	4824		225	4866			1736	1615		1805
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	42	22	1280	155	152	1796	5	160	0	95	6	0
RTOR Reduction (vph)	0	0	7	0	0	0	0	0	0	77	0	0
Lane Group Flow (vph)	0	64	1428	0	152	1801	0	0	160	18	0	6
Confl. Peds. (#/hr)		12		9	9		12	9				
Confl. Bikes (#/hr)				11			8					
Heavy Vehicles (%)	0%	0%	2%	1%	2%	3%	0%	4%	0%	0%	0%	0%
Turn Type	pm+pt	pm+pt	NA		pm+pt	NA		Split	NA	pm+ov	Split	NA
Protected Phases	1	1	6		5	2		4	4	5!	3	3
Permitted Phases	6	6			2					4		
Actuated Green, G (s)		90.6	84.9		100.6	89.9			18.2	28.9		9.4
Effective Green, g (s)		90.6	84.9		100.6	89.9			18.2	28.9		9.4
Actuated g/C Ratio		0.60	0.57		0.67	0.60			0.12	0.19		0.06
Clearance Time (s)		6.2	6.5		6.2	6.5			7.1	6.2		7.0
Vehicle Extension (s)		2.0	1.0		2.0	1.0			3.0	2.0		2.5
Lane Grp Cap (vph)		155	2730		256	2916			210	311		113
v/s Ratio Prot		0.02	0.30		c0.04	c0.37			c0.09	0.00		c0.00
v/s Ratio Perm		0.23			0.36					0.01		
v/c Ratio		0.41	0.52		0.59	0.62			0.76	0.06		0.05
Uniform Delay, d1		14.8	20.1		13.1	19.1			63.8	49.4		66.1
Progression Factor		1.00	1.00		1.00	1.00			1.00	1.00		1.00
Incremental Delay, d2		0.7	0.7		2.5	1.0			15.0	0.0		0.1
Delay (s)		15.4	20.8		15.5	20.1			78.8	49.5		66.3
Level of Service		B	C		B	C			E	D		E
Approach Delay (s/veh)			20.6			19.8			67.9			66.3
Approach LOS			C			B			E			E

Intersection Summary			
HCM 2000 Control Delay (s/veh)	23.5	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.61		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	26.8
Intersection Capacity Utilization	75.8%	ICU Level of Service	D
Analysis Period (min)	15		

! Phase conflict between lane groups.
c Critical Lane Group



Movement	SBR
Lane Configurations	
Traffic Volume (vph)	0
Future Volume (vph)	0
Ideal Flow (vphpl)	1900
Lane Width	12
Total Lost time (s)	
Lane Util. Factor	
Frpb, ped/bikes	
Flpb, ped/bikes	
Frt	
Flt Protected	
Satd. Flow (prot)	
Flt Permitted	
Satd. Flow (perm)	
Peak-hour factor, PHF	0.97
Adj. Flow (vph)	0
RTOR Reduction (vph)	0
Lane Group Flow (vph)	0
Confl. Peds. (#/hr)	9
Confl. Bikes (#/hr)	
Heavy Vehicles (%)	0%
Turn Type	
Protected Phases	
Permitted Phases	
Actuated Green, G (s)	
Effective Green, g (s)	
Actuated g/C Ratio	
Clearance Time (s)	
Vehicle Extension (s)	
Lane Grp Cap (vph)	
v/s Ratio Prot	
v/s Ratio Perm	
v/c Ratio	
Uniform Delay, d1	
Progression Factor	
Incremental Delay, d2	
Delay (s)	
Level of Service	
Approach Delay (s/veh)	
Approach LOS	
Intersection Summary	



Lane Group	EBU	EBL	EBT	WBL	WBT	NBT	NBR	SBT
Lane Configurations								
Traffic Volume (vph)	41	21	1242	147	1742	0	92	0
Future Volume (vph)	41	21	1242	147	1742	0	92	0
Lane Group Flow (vph)	0	64	1435	152	1801	160	95	6
Turn Type	pm+pt	pm+pt	NA	pm+pt	NA	NA	pm+ov	NA
Protected Phases	1	1	6	5	2	4	5!	3
Permitted Phases	6	6		2			4	
Detector Phase	1	1	6	5	2	4	5	3
Switch Phase								
Minimum Initial (s)	5.0	5.0	7.0	5.0	7.0	7.0	5.0	7.0
Minimum Split (s)	11.2	11.2	29.5	11.2	29.5	14.1	11.2	47.0
Total Split (s)	17.0	17.0	59.0	17.0	59.0	26.0	17.0	48.0
Total Split (%)	11.3%	11.3%	39.3%	11.3%	39.3%	17.3%	11.3%	32.0%
Yellow Time (s)	3.7	3.7	4.0	3.7	4.0	4.0	3.7	4.0
All-Red Time (s)	2.5	2.5	2.5	2.5	2.5	3.1	2.5	3.0
Lost Time Adjust (s)		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		6.2	6.5	6.2	6.5	7.1	6.2	7.0
Lead/Lag	Lead	Lead	Lag	Lead	Lag	Lag	Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	C-Max	None	C-Max	None	None	None
Act Effct Green (s)		96.1	89.1	104.5	95.3	18.2	36.0	13.6
Actuated g/C Ratio		0.64	0.59	0.70	0.64	0.12	0.24	0.09
v/c Ratio		0.38	0.50	0.58	0.58	0.76	0.21	0.04
Control Delay (s/veh)		18.7	22.2	21.6	21.4	85.9	8.6	54.0
Queue Delay		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)		18.7	22.2	21.6	21.4	85.9	8.6	54.0
LOS		B	C	C	C	F	A	D
Approach Delay (s/veh)			22.1		21.4	57.1		54.0
Approach LOS			C		C	E		D
Queue Length 50th (ft)		12	227	31	283	152	0	6
Queue Length 95th (ft)		63	534	#169	#791	#245	48	17
Internal Link Dist (ft)			641		746	1372		253
Turn Bay Length (ft)		100		50				
Base Capacity (vph)		218	2871	271	3094	229	468	493
Starvation Cap Reductn		0	0	0	0	0	0	0
Spillback Cap Reductn		0	0	0	0	0	0	0
Storage Cap Reductn		0	0	0	0	0	0	0
Reduced v/c Ratio		0.29	0.50	0.56	0.58	0.70	0.20	0.01

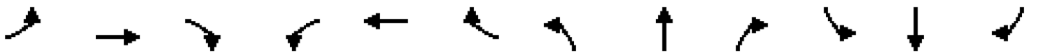
Intersection Summary	
Cycle Length: 150	
Actuated Cycle Length: 150	
Offset: 146 (97%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow	
Natural Cycle: 135	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.76	
Intersection Signal Delay (s/veh): 24.2	Intersection LOS: C
Intersection Capacity Utilization 75.8%	ICU Level of Service D
Analysis Period (min) 15	

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
! Phase conflict between lane groups.

Splits and Phases: 3: E Treasure Drive & John F Kennedy Causeway

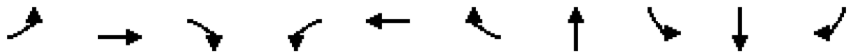


Future with Project Conditions



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	118	1660	25	23	1487	71	41	3	24	179	2	287
Future Volume (vph)	118	1660	25	23	1487	71	41	3	24	179	2	287
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	7.0	7.3	7.7	7.0	7.3	7.7		7.7		7.7	7.7	7.0
Lane Util. Factor	1.00	0.91	1.00	1.00	0.91	1.00		0.95		0.95	0.95	1.00
Frpb, ped/bikes	1.00	1.00	0.96	1.00	1.00	0.97		0.99		1.00	1.00	0.99
Flpb, ped/bikes	1.00	1.00	1.00	1.00	1.00	1.00		1.00		1.00	1.00	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85		0.95		1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00		0.97		0.95	0.95	1.00
Satd. Flow (prot)	1752	4988	1555	1656	5085	1524		3258		1698	1704	1579
Flt Permitted	0.11	1.00	1.00	0.11	1.00	1.00		0.97		0.95	0.95	1.00
Satd. Flow (perm)	196	4988	1555	184	5085	1524		3258		1698	1704	1579
Peak-hour factor, PHF	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Adj. Flow (vph)	120	1694	26	23	1517	72	42	3	24	183	2	293
RTOR Reduction (vph)	0	0	8	0	0	25	0	22	0	0	0	242
Lane Group Flow (vph)	120	1694	18	23	1517	47	0	47	0	93	92	51
Confl. Peds. (#/hr)	12		18	18		12	6		2	2		6
Confl. Bikes (#/hr)			4			7						
Heavy Vehicles (%)	3%	4%	0%	9%	2%	3%	0%	0%	4%	1%	0%	1%
Turn Type	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov	Split	NA		Split	NA	pm+ov
Protected Phases	1	6	4	5	2	3	4	4		3	3	1
Permitted Phases	6		6	2		2						3
Actuated Green, G (s)	100.7	90.2	101.8	86.1	82.6	97.6		11.6		15.0	15.0	26.1
Effective Green, g (s)	100.7	90.2	101.8	86.1	82.6	97.6		11.6		15.0	15.0	26.1
Actuated g/C Ratio	0.67	0.60	0.68	0.57	0.55	0.65		0.08		0.10	0.10	0.17
Clearance Time (s)	7.0	7.3	7.7	7.0	7.3	7.7		7.7		7.7	7.7	7.0
Vehicle Extension (s)	2.0	1.0	4.0	2.0	1.0	2.5		4.0		2.5	2.5	2.0
Lane Grp Cap (vph)	246	2999	1055	139	2800	991		251		169	170	274
v/s Ratio Prot	c0.04	c0.34	0.00	0.00	0.30	0.00		c0.01		c0.05	0.05	0.01
v/s Ratio Perm	0.29		0.01	0.09		0.03						0.02
v/c Ratio	0.49	0.56	0.02	0.17	0.54	0.05		0.19		0.55	0.54	0.19
Uniform Delay, d1	13.7	18.1	7.8	14.8	21.6	9.4		64.8		64.3	64.2	52.9
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00		1.00		1.00	1.00	1.00
Incremental Delay, d2	0.6	0.8	0.0	0.2	0.8	0.0		0.5		3.1	2.8	0.1
Delay (s)	14.3	18.8	7.8	15.0	22.3	9.5		65.3		67.4	67.0	53.0
Level of Service	B	B	A	B	C	A		E		E	E	D
Approach Delay (s/veh)		18.4			21.7			65.3			58.5	
Approach LOS		B			C			E			E	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	25.3	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.54		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	29.7
Intersection Capacity Utilization	79.4%	ICU Level of Service	D
Analysis Period (min)	15		
c Critical Lane Group			

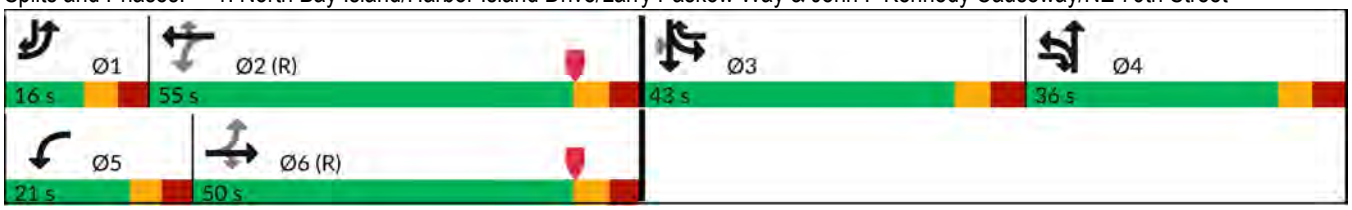


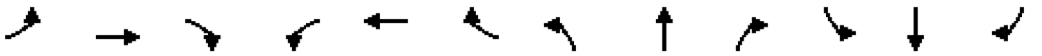
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	118	1660	25	23	1487	71	3	179	2	287
Future Volume (vph)	118	1660	25	23	1487	71	3	179	2	287
Lane Group Flow (vph)	120	1694	26	23	1517	72	69	93	92	293
Turn Type	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov	NA	Split	NA	pm+ov
Protected Phases	1	6	4	5	2	3	4	3	3	1
Permitted Phases	6		6	2		2				3
Detector Phase	1	6	4	5	2	3	4	3	3	1
Switch Phase										
Minimum Initial (s)	5.0	4.0	10.0	5.0	4.0	7.0	10.0	7.0	7.0	5.0
Minimum Split (s)	12.0	47.3	35.7	12.0	47.3	35.7	35.7	35.7	35.7	12.0
Total Split (s)	16.0	50.0	36.0	21.0	55.0	43.0	36.0	43.0	43.0	16.0
Total Split (%)	10.7%	33.3%	24.0%	14.0%	36.7%	28.7%	24.0%	28.7%	28.7%	10.7%
Yellow Time (s)	3.7	4.0	4.0	3.7	4.0	4.0	4.0	4.0	4.0	3.7
All-Red Time (s)	3.3	3.3	3.7	3.3	3.3	3.7	3.7	3.7	3.7	3.3
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	7.3	7.7	7.0	7.3	7.7	7.7	7.7	7.7	7.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lead	Lag	Lead	Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	None	C-Max	None	None	None	None	None
Act Effct Green (s)	102.4	94.5	105.7	90.0	84.1	98.7	13.6	15.0	15.0	26.8
Actuated g/C Ratio	0.68	0.63	0.70	0.60	0.56	0.66	0.09	0.10	0.10	0.18
v/c Ratio	0.48	0.54	0.02	0.14	0.53	0.07	0.22	0.55	0.54	0.56
Control Delay (s/veh)	18.5	21.0	0.0	16.0	25.4	2.0	41.9	74.5	74.1	6.9
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	18.5	21.0	0.0	16.0	25.4	2.0	41.9	74.5	74.1	6.9
LOS	B	C	A	B	C	A	D	E	E	A
Approach Delay (s/veh)		20.5			24.3		41.9		33.0	
Approach LOS		C			C		D		C	
Queue Length 50th (ft)	35	338	0	6	319	0	22	93	92	0
Queue Length 95th (ft)	105	633	0	29	#601	18	42	143	141	40
Internal Link Dist (ft)		744			716		21		91	
Turn Bay Length (ft)	180		150							
Base Capacity (vph)	255	3143	1215	257	2852	1219	633	399	401	528
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.47	0.54	0.02	0.09	0.53	0.06	0.11	0.23	0.23	0.55

Intersection Summary		
Cycle Length: 150		
Actuated Cycle Length: 150		
Offset: 0 (0%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow		
Natural Cycle: 135		
Control Type: Actuated-Coordinated		
Maximum v/c Ratio: 0.56		
Intersection Signal Delay (s/veh): 23.9	Intersection LOS: C	
Intersection Capacity Utilization 79.4%	ICU Level of Service D	
Analysis Period (min) 15		

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

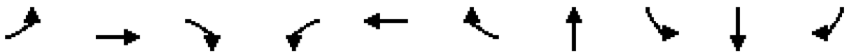
Splits and Phases: 1: North Bay Island/Harbor Island Drive/Larry Paskow Way & John F Kennedy Causeway/NE 79th Street





Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	282	1464	41	29	1793	123	26	2	21	117	2	202
Future Volume (vph)	282	1464	41	29	1793	123	26	2	21	117	2	202
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	7.0	7.3	7.7	7.0	7.3	7.7		7.7		7.7	7.7	7.0
Lane Util. Factor	1.00	0.91	1.00	1.00	0.91	1.00		0.95		0.95	0.95	1.00
Frpb, ped/bikes	1.00	1.00	0.97	1.00	1.00	0.98		0.99		1.00	1.00	1.00
Flpb, ped/bikes	1.00	1.00	1.00	1.00	1.00	1.00		1.00		1.00	1.00	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85		0.94		1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00		0.97		0.95	0.95	1.00
Satd. Flow (prot)	1805	5136	1574	1805	5085	1563		3203		1715	1722	1560
Flt Permitted	0.06	1.00	1.00	0.16	1.00	1.00		0.97		0.95	0.95	1.00
Satd. Flow (perm)	115	5136	1574	310	5085	1563		3203		1715	1722	1560
Peak-hour factor, PHF	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Adj. Flow (vph)	288	1494	42	30	1830	126	27	2	21	119	2	206
RTOR Reduction (vph)	0	0	13	0	0	58	0	19	0	0	0	138
Lane Group Flow (vph)	288	1494	29	30	1830	68	0	31	0	61	60	68
Confl. Peds. (#/hr)	6		9	9		6	4		2	2		4
Confl. Bikes (#/hr)			8			9						
Heavy Vehicles (%)	0%	1%	0%	0%	2%	1%	4%	0%	0%	0%	0%	3%
Turn Type	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov	Split	NA		Split	NA	pm+ov
Protected Phases	1	6	4	5	2	3	4	4		3	3	1
Permitted Phases	6		6	2		2						3
Actuated Green, G (s)	103.4	92.8	104.4	62.6	59.0	71.3		11.6		12.3	12.3	49.7
Effective Green, g (s)	103.4	92.8	104.4	62.6	59.0	71.3		11.6		12.3	12.3	49.7
Actuated g/C Ratio	0.69	0.62	0.70	0.42	0.39	0.48		0.08		0.08	0.08	0.33
Clearance Time (s)	7.0	7.3	7.7	7.0	7.3	7.7		7.7		7.7	7.7	7.0
Vehicle Extension (s)	2.0	1.0	4.0	2.0	1.0	2.5		4.0		2.5	2.5	2.0
Lane Grp Cap (vph)	500	3177	1095	165	2000	742		247		140	141	516
v/s Ratio Prot	c0.14	0.29	0.00	0.00	c0.36	0.01		c0.01		c0.04	0.03	0.03
v/s Ratio Perm	0.25		0.02	0.07		0.04						0.01
v/c Ratio	0.58	0.47	0.03	0.18	0.92	0.09		0.12		0.44	0.43	0.13
Uniform Delay, d1	37.7	15.4	7.1	25.9	43.1	21.6		64.5		65.5	65.5	35.1
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00		1.00		1.00	1.00	1.00
Incremental Delay, d2	1.0	0.5	0.0	0.2	8.0	0.0		0.3		1.6	1.5	0.0
Delay (s)	38.7	15.9	7.1	26.1	51.1	21.6		64.8		67.1	67.0	35.1
Level of Service	D	B	A	C	D	C		E		E	E	D
Approach Delay (s/veh)		19.3			48.9			64.8			46.9	
Approach LOS		B			D			E			D	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	36.0	HCM 2000 Level of Service	D
HCM 2000 Volume to Capacity ratio	0.69		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	29.7
Intersection Capacity Utilization	79.8%	ICU Level of Service	D
Analysis Period (min)	15		
c Critical Lane Group			

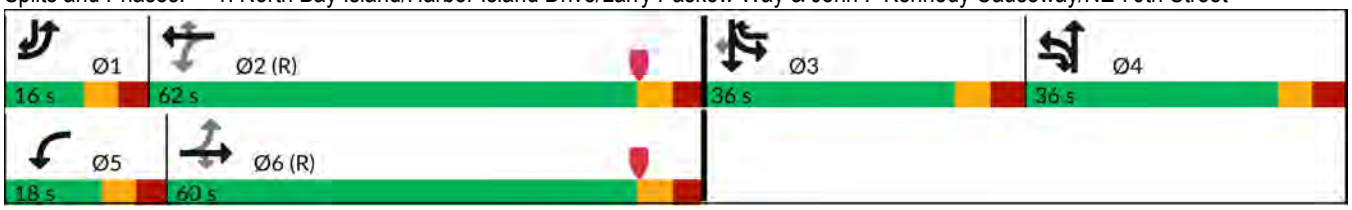


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	282	1464	41	29	1793	123	2	117	2	202
Future Volume (vph)	282	1464	41	29	1793	123	2	117	2	202
Lane Group Flow (vph)	288	1494	42	30	1830	126	50	61	60	206
Turn Type	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov	NA	Split	NA	pm+ov
Protected Phases	1	6	4	5	2	3	4	3	3	1
Permitted Phases	6		6	2		2				3
Detector Phase	1	6	4	5	2	3	4	3	3	1
Switch Phase										
Minimum Initial (s)	5.0	4.0	10.0	5.0	4.0	7.0	10.0	7.0	7.0	5.0
Minimum Split (s)	12.0	47.3	35.7	12.0	47.3	31.7	35.7	31.7	31.7	12.0
Total Split (s)	16.0	60.0	36.0	18.0	62.0	36.0	36.0	36.0	36.0	16.0
Total Split (%)	10.7%	40.0%	24.0%	12.0%	41.3%	24.0%	24.0%	24.0%	24.0%	10.7%
Yellow Time (s)	3.7	4.0	4.0	3.7	4.0	4.0	4.0	4.0	4.0	3.7
All-Red Time (s)	3.3	3.3	3.7	3.3	3.3	3.7	3.7	3.7	3.7	3.3
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	7.3	7.7	7.0	7.3	7.7	7.7	7.7	7.7	7.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lead	Lag	Lead	Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	None	C-Max	None	None	None	None	None
Act Effct Green (s)	105.1	97.1	108.3	66.4	60.5	72.4	13.6	12.3	12.3	50.5
Actuated g/C Ratio	0.70	0.65	0.72	0.44	0.40	0.48	0.09	0.08	0.08	0.34
v/c Ratio	0.57	0.45	0.04	0.16	0.89	0.16	0.16	0.43	0.43	0.31
Control Delay (s/veh)	40.2	17.7	0.0	16.5	48.0	3.8	38.9	72.9	72.5	4.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	40.2	17.7	0.0	16.5	48.0	3.8	38.9	72.9	72.5	4.2
LOS	D	B	A	B	D	A	D	E	E	A
Approach Delay (s/veh)		20.9			44.8		38.9		29.5	
Approach LOS		C			D		D		C	
Queue Length 50th (ft)	191	263	0	8	568	7	14	62	61	0
Queue Length 95th (ft)	#518	501	0	33	#765	36	32	105	103	39
Internal Link Dist (ft)		744			716		21		91	
Turn Bay Length (ft)	180		150							
Base Capacity (vph)	502	3324	1252	257	2050	970	621	323	324	661
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.57	0.45	0.03	0.12	0.89	0.13	0.08	0.19	0.19	0.31

Intersection Summary		
Cycle Length: 150		
Actuated Cycle Length: 150		
Offset: 97 (65%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow		
Natural Cycle: 150		
Control Type: Actuated-Coordinated		
Maximum v/c Ratio: 0.89		
Intersection Signal Delay (s/veh): 33.1	Intersection LOS: C	
Intersection Capacity Utilization 79.8%	ICU Level of Service D	
Analysis Period (min) 15		

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 1: North Bay Island/Harbor Island Drive/Larry Paskow Way & John F Kennedy Causeway/NE 79th Street



Intersection	
Intersection Delay, s/veh	10.6
Intersection LOS	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	11	174	209	6	3	61	40	94	6	84	0
Future Vol, veh/h	0	11	174	209	6	3	61	40	94	6	84	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	0	0	1	2	0	0	3	0	5	0	0	0
Mvmt Flow	0	12	183	220	6	3	64	42	99	6	88	0
Number of Lanes	0	1	0	1	1	0	0	1	1	0	2	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	1
HCM Control Delay, s/veh	10.2	12.3	9.6	9.3
HCM LOS	B	B	A	A

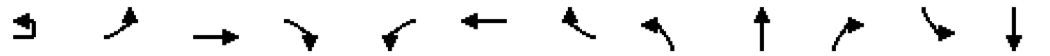
Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	60%	0%	0%	100%	0%	18%	0%
Vol Thru, %	40%	0%	6%	0%	67%	82%	100%
Vol Right, %	0%	100%	94%	0%	33%	0%	0%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	101	94	185	209	9	34	56
LT Vol	61	0	0	209	0	6	0
Through Vol	40	0	11	0	6	28	56
RT Vol	0	94	174	0	3	0	0
Lane Flow Rate	106	99	195	220	9	36	59
Geometry Grp	5	5	4b	5	5	5	5
Degree of Util (X)	0.184	0.142	0.28	0.374	0.014	0.061	0.099
Departure Headway (Hd)	6.227	5.16	5.168	6.126	5.374	6.12	6.031
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	577	696	697	590	670	586	595
Service Time	3.952	2.885	3.19	3.848	3.074	3.849	3.76
HCM Lane V/C Ratio	0.184	0.142	0.28	0.373	0.013	0.061	0.099
HCM Control Delay, s/veh	10.4	8.7	10.2	12.5	8.2	9.2	9.4
HCM Lane LOS	B	A	B	B	A	A	A
HCM 95th-tile Q	0.7	0.5	1.1	1.7	0	0.2	0.3

Intersection	
Intersection Delay, s/veh	11.3
Intersection LOS	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	7	11	116	167	12	7	158	65	192	3	36	0
Future Vol, veh/h	7	11	116	167	12	7	158	65	192	3	36	0
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles, %	0	0	2	3	0	0	1	0	5	0	0	0
Mvmt Flow	8	12	127	184	13	8	174	71	211	3	40	0
Number of Lanes	0	1	0	1	1	0	0	1	1	0	2	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	1
HCM Control Delay, s/veh	10.3	12.2	11.4	9.3
HCM LOS	B	B	B	A

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	71%	0%	5%	100%	0%	20%	0%
Vol Thru, %	29%	0%	8%	0%	63%	80%	100%
Vol Right, %	0%	100%	87%	0%	37%	0%	0%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	223	192	134	167	19	15	24
LT Vol	158	0	7	167	0	3	0
Through Vol	65	0	11	0	12	12	24
RT Vol	0	192	116	0	7	0	0
Lane Flow Rate	245	211	147	184	21	16	26
Geometry Grp	5	5	4b	5	5	5	5
Degree of Util (X)	0.412	0.291	0.23	0.335	0.033	0.029	0.046
Departure Headway (Hd)	6.05	4.967	5.611	6.571	5.754	6.322	6.22
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	598	728	641	547	622	566	576
Service Time	3.75	2.667	3.643	4.305	3.488	4.059	3.957
HCM Lane V/C Ratio	0.41	0.29	0.229	0.336	0.034	0.028	0.045
HCM Control Delay, s/veh	12.9	9.7	10.3	12.6	8.7	9.2	9.3
HCM Lane LOS	B	A	B	B	A	A	A
HCM 95th-tile Q	2	1.2	0.9	1.5	0.1	0.1	0.1



Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	34	7	1720	114	143	1458	3	198	2	217	5	1
Future Volume (vph)	34	7	1720	114	143	1458	3	198	2	217	5	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	11	11	11	11	11	12	12	12	12	12	12
Total Lost time (s)		6.2	6.5		6.2	6.5			7.1	6.2		7.0
Lane Util. Factor		1.00	0.91		1.00	0.91			1.00	1.00		1.00
Frpb, ped/bikes		1.00	1.00		1.00	1.00			1.00	0.99		1.00
Flpb, ped/bikes		1.00	1.00		1.00	1.00			1.00	1.00		1.00
Frt		1.00	0.99		1.00	1.00			1.00	0.85		1.00
Flt Protected		0.95	1.00		0.95	1.00			0.95	1.00		0.96
Satd. Flow (prot)		1745	4768		1728	4908			1784	1583		1824
Flt Permitted		0.12	1.00		0.05	1.00			0.95	1.00		0.96
Satd. Flow (perm)		227	4768		87	4908			1784	1583		1824
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	36	7	1811	120	151	1535	3	208	2	228	5	1
RTOR Reduction (vph)	0	0	4	0	0	0	0	0	0	176	0	0
Lane Group Flow (vph)	0	43	1927	0	151	1538	0	0	210	52	0	6
Confl. Peds. (#/hr)		11		12	12		11	12		2	2	
Confl. Bikes (#/hr)				5			2					
Heavy Vehicles (%)	0%	0%	4%	3%	1%	2%	67%	1%	50%	1%	0%	0%
Turn Type	pm+pt	pm+pt	NA		pm+pt	NA		Split	NA	pm+ov	Split	NA
Protected Phases	1	1	6		5	2		4	4	5!	3	3
Permitted Phases	6	6			2					4		
Actuated Green, G (s)		84.6	79.5		97.1	85.8			22.9	34.3		9.4
Effective Green, g (s)		84.6	79.5		97.1	85.8			22.9	34.3		9.4
Actuated g/C Ratio		0.56	0.53		0.65	0.57			0.15	0.23		0.06
Clearance Time (s)		6.2	6.5		6.2	6.5			7.1	6.2		7.0
Vehicle Extension (s)		2.0	1.0		2.0	1.0			3.0	2.0		2.5
Lane Grp Cap (vph)		179	2527		181	2807			272	361		114
v/s Ratio Prot		0.01	0.40		c0.06	0.31			c0.12	0.01		c0.00
v/s Ratio Perm		0.13			c0.47					0.02		
v/c Ratio		0.24	0.76		0.83	0.55			0.77	0.14		0.05
Uniform Delay, d1		15.7	27.8		42.4	20.0			61.0	46.1		66.1
Progression Factor		1.00	1.00		1.00	1.00			1.00	1.00		1.00
Incremental Delay, d2		0.3	2.2		25.8	0.8			12.7	0.1		0.1
Delay (s)		15.9	30.0		68.2	20.8			73.8	46.2		66.3
Level of Service		B	C		E	C			E	D		E
Approach Delay (s/veh)			29.7			25.0			59.4			66.3
Approach LOS			C			C			E			E

Intersection Summary			
HCM 2000 Control Delay (s/veh)	31.0	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.78		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	26.8
Intersection Capacity Utilization	93.9%	ICU Level of Service	F
Analysis Period (min)	15		

! Phase conflict between lane groups.
c Critical Lane Group



Movement	SBR
Lane Configurations	
Traffic Volume (vph)	0
Future Volume (vph)	0
Ideal Flow (vphpl)	1900
Lane Width	12
Total Lost time (s)	
Lane Util. Factor	
Frpb, ped/bikes	
Flpb, ped/bikes	
Frt	
Flt Protected	
Satd. Flow (prot)	
Flt Permitted	
Satd. Flow (perm)	
Peak-hour factor, PHF	0.95
Adj. Flow (vph)	0
RTOR Reduction (vph)	0
Lane Group Flow (vph)	0
Confl. Peds. (#/hr)	12
Confl. Bikes (#/hr)	
Heavy Vehicles (%)	0%
Turn Type	
Protected Phases	
Permitted Phases	
Actuated Green, G (s)	
Effective Green, g (s)	
Actuated g/C Ratio	
Clearance Time (s)	
Vehicle Extension (s)	
Lane Grp Cap (vph)	
v/s Ratio Prot	
v/s Ratio Perm	
v/c Ratio	
Uniform Delay, d1	
Progression Factor	
Incremental Delay, d2	
Delay (s)	
Level of Service	
Approach Delay (s/veh)	
Approach LOS	
Intersection Summary	

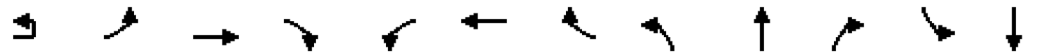
Lane Group	EBU	EBL	EBT	WBL	WBT	NBT	NBR	SBT
Lane Configurations								
Traffic Volume (vph)	34	7	1720	143	1458	2	217	1
Future Volume (vph)	34	7	1720	143	1458	2	217	1
Lane Group Flow (vph)	0	43	1931	151	1538	210	228	6
Turn Type	pm+pt	pm+pt	NA	pm+pt	NA	NA	pm+ov	NA
Protected Phases	1	1	6	5	2	4	5!	3
Permitted Phases	6	6		2			4	
Detector Phase	1	1	6	5	2	4	5	3
Switch Phase								
Minimum Initial (s)	5.0	5.0	7.0	5.0	7.0	7.0	5.0	7.0
Minimum Split (s)	11.2	11.2	29.5	11.2	29.5	14.1	11.2	47.0
Total Split (s)	16.0	16.0	60.0	16.0	60.0	26.0	16.0	48.0
Total Split (%)	10.7%	10.7%	40.0%	10.7%	40.0%	17.3%	10.7%	32.0%
Yellow Time (s)	3.7	3.7	4.0	3.7	4.0	4.0	3.7	4.0
All-Red Time (s)	2.5	2.5	2.5	2.5	2.5	3.1	2.5	3.0
Lost Time Adjust (s)		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		6.2	6.5	6.2	6.5	7.1	6.2	7.0
Lead/Lag	Lead	Lead	Lag	Lead	Lag	Lag	Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	C-Max	None	C-Max	None	None	None
Act Effct Green (s)		90.0	83.7	100.5	91.2	22.9	35.2	13.6
Actuated g/C Ratio		0.60	0.56	0.67	0.61	0.15	0.23	0.09
v/c Ratio		0.22	0.73	0.83	0.52	0.77	0.42	0.04
Control Delay (s/veh)		16.4	29.0	68.4	21.8	79.3	7.4	54.0
Queue Delay		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)		16.4	29.0	68.4	21.8	79.3	7.4	54.0
LOS		B	C	E	C	E	A	D
Approach Delay (s/veh)			28.7		26.0	41.9		54.0
Approach LOS			C		C	D		D
Queue Length 50th (ft)		10	419	86	254	196	0	6
Queue Length 95th (ft)		47	#895	#278	573	#356	69	17
Internal Link Dist (ft)			641		746	1372		253
Turn Bay Length (ft)		100		50				
Base Capacity (vph)		240	2663	183	2986	272	546	498
Starvation Cap Reductn		0	0	0	0	0	0	0
Spillback Cap Reductn		0	0	0	0	0	0	0
Storage Cap Reductn		0	0	0	0	0	0	0
Reduced v/c Ratio		0.18	0.73	0.83	0.52	0.77	0.42	0.01

Intersection Summary	
Cycle Length: 150	
Actuated Cycle Length: 150	
Offset: 106 (71%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow	
Natural Cycle: 145	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.83	
Intersection Signal Delay (s/veh): 29.0	Intersection LOS: C
Intersection Capacity Utilization 93.9%	ICU Level of Service F
Analysis Period (min) 15	

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
! Phase conflict between lane groups.

Splits and Phases: 3: E Treasure Drive & John F Kennedy Causeway





Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	41	21	1248	150	147	1750	5	153	0	92	6	0
Future Volume (vph)	41	21	1248	150	147	1750	5	153	0	92	6	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	11	11	11	11	11	12	12	12	12	12	12
Total Lost time (s)		6.2	6.5		6.2	6.5			7.1	6.2		7.0
Lane Util. Factor		1.00	0.91		1.00	0.91			1.00	1.00		1.00
Frpb, ped/bikes		1.00	1.00		1.00	1.00			1.00	1.00		1.00
Flpb, ped/bikes		1.00	1.00		1.00	1.00			1.00	1.00		1.00
Frt		1.00	0.98		1.00	1.00			1.00	0.85		1.00
Flt Protected		0.95	1.00		0.95	1.00			0.95	1.00		0.95
Satd. Flow (prot)		1745	4824		1711	4866			1736	1615		1805
Flt Permitted		0.08	1.00		0.12	1.00			0.95	1.00		0.95
Satd. Flow (perm)		155	4824		223	4866			1736	1615		1805
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	42	22	1287	155	152	1804	5	158	0	95	6	0
RTOR Reduction (vph)	0	0	6	0	0	0	0	0	0	77	0	0
Lane Group Flow (vph)	0	64	1436	0	152	1809	0	0	158	18	0	6
Confl. Peds. (#/hr)		12		9	9		12	9				
Confl. Bikes (#/hr)				11			8					
Heavy Vehicles (%)	0%	0%	2%	1%	2%	3%	0%	4%	0%	0%	0%	0%
Turn Type	pm+pt	pm+pt	NA		pm+pt	NA		Split	NA	pm+ov	Split	NA
Protected Phases	1	1	6		5	2		4	4	5!	3	3
Permitted Phases	6	6			2					4		
Actuated Green, G (s)		90.8	85.1		100.8	90.1			18.0	28.7		9.4
Effective Green, g (s)		90.8	85.1		100.8	90.1			18.0	28.7		9.4
Actuated g/C Ratio		0.61	0.57		0.67	0.60			0.12	0.19		0.06
Clearance Time (s)		6.2	6.5		6.2	6.5			7.1	6.2		7.0
Vehicle Extension (s)		2.0	1.0		2.0	1.0			3.0	2.0		2.5
Lane Grp Cap (vph)		154	2736		256	2922			208	309		113
v/s Ratio Prot		0.02	0.30		c0.04	c0.37			c0.09	0.00		c0.00
v/s Ratio Perm		0.24			0.36					0.01		
v/c Ratio		0.42	0.52		0.59	0.62			0.76	0.06		0.05
Uniform Delay, d1		14.7	20.0		13.1	19.0			63.9	49.6		66.1
Progression Factor		1.00	1.00		1.00	1.00			1.00	1.00		1.00
Incremental Delay, d2		0.7	0.7		2.5	1.0			14.7	0.0		0.1
Delay (s)		15.4	20.7		15.5	20.0			78.6	49.6		66.3
Level of Service		B	C		B	C			E	D		E
Approach Delay (s/veh)			20.5			19.7			67.7			66.3
Approach LOS			C			B			E			E

Intersection Summary			
HCM 2000 Control Delay (s/veh)	23.3	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.61		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	26.8
Intersection Capacity Utilization	75.9%	ICU Level of Service	D
Analysis Period (min)	15		

! Phase conflict between lane groups.
c Critical Lane Group



Movement	SBR
Lane Configurations	
Traffic Volume (vph)	0
Future Volume (vph)	0
Ideal Flow (vphpl)	1900
Lane Width	12
Total Lost time (s)	
Lane Util. Factor	
Frpb, ped/bikes	
Flpb, ped/bikes	
Frt	
Flt Protected	
Satd. Flow (prot)	
Flt Permitted	
Satd. Flow (perm)	
Peak-hour factor, PHF	0.97
Adj. Flow (vph)	0
RTOR Reduction (vph)	0
Lane Group Flow (vph)	0
Confl. Peds. (#/hr)	9
Confl. Bikes (#/hr)	
Heavy Vehicles (%)	0%
Turn Type	
Protected Phases	
Permitted Phases	
Actuated Green, G (s)	
Effective Green, g (s)	
Actuated g/C Ratio	
Clearance Time (s)	
Vehicle Extension (s)	
Lane Grp Cap (vph)	
v/s Ratio Prot	
v/s Ratio Perm	
v/c Ratio	
Uniform Delay, d1	
Progression Factor	
Incremental Delay, d2	
Delay (s)	
Level of Service	
Approach Delay (s/veh)	
Approach LOS	
Intersection Summary	



Lane Group	EBU	EBL	EBT	WBL	WBT	NBT	NBR	SBT
Lane Configurations								
Traffic Volume (vph)	41	21	1248	147	1750	0	92	0
Future Volume (vph)	41	21	1248	147	1750	0	92	0
Lane Group Flow (vph)	0	64	1442	152	1809	158	95	6
Turn Type	pm+pt	pm+pt	NA	pm+pt	NA	NA	pm+ov	NA
Protected Phases	1	1	6	5	2	4	5!	3
Permitted Phases	6	6		2			4	
Detector Phase	1	1	6	5	2	4	5	3
Switch Phase								
Minimum Initial (s)	5.0	5.0	7.0	5.0	7.0	7.0	5.0	7.0
Minimum Split (s)	11.2	11.2	29.5	11.2	29.5	14.1	11.2	47.0
Total Split (s)	17.0	17.0	59.0	17.0	59.0	26.0	17.0	48.0
Total Split (%)	11.3%	11.3%	39.3%	11.3%	39.3%	17.3%	11.3%	32.0%
Yellow Time (s)	3.7	3.7	4.0	3.7	4.0	4.0	3.7	4.0
All-Red Time (s)	2.5	2.5	2.5	2.5	2.5	3.1	2.5	3.0
Lost Time Adjust (s)		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		6.2	6.5	6.2	6.5	7.1	6.2	7.0
Lead/Lag	Lead	Lead	Lag	Lead	Lag	Lag	Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	C-Max	None	C-Max	None	None	None
Act Effct Green (s)		96.3	89.3	104.7	95.5	18.0	35.8	13.6
Actuated g/C Ratio		0.64	0.60	0.70	0.64	0.12	0.24	0.09
v/c Ratio		0.38	0.50	0.58	0.58	0.76	0.21	0.04
Control Delay (s/veh)		18.8	22.2	21.8	21.4	86.0	8.7	54.0
Queue Delay		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)		18.8	22.2	21.8	21.4	86.0	8.7	54.0
LOS		B	C	C	C	F	A	D
Approach Delay (s/veh)			22.0		21.4	57.0		54.0
Approach LOS			C		C	E		D
Queue Length 50th (ft)		12	227	31	283	151	0	6
Queue Length 95th (ft)		63	537	#171	#797	#235	48	17
Internal Link Dist (ft)			641		746	1372		253
Turn Bay Length (ft)		100		50				
Base Capacity (vph)		217	2877	270	3099	228	466	493
Starvation Cap Reductn		0	0	0	0	0	0	0
Spillback Cap Reductn		0	0	0	0	0	0	0
Storage Cap Reductn		0	0	0	0	0	0	0
Reduced v/c Ratio		0.29	0.50	0.56	0.58	0.69	0.20	0.01

Intersection Summary	
Cycle Length: 150	
Actuated Cycle Length: 150	
Offset: 146 (97%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow	
Natural Cycle: 135	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.76	
Intersection Signal Delay (s/veh): 24.1	Intersection LOS: C
Intersection Capacity Utilization 75.9%	ICU Level of Service D
Analysis Period (min) 15	

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
! Phase conflict between lane groups.

Splits and Phases: 3: E Treasure Drive & John F Kennedy Causeway



Intersection	
Intersection Delay, s/veh	7.2
Intersection LOS	A

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	1	1	0	26	73	0
Future Vol, veh/h	1	1	0	26	73	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	1	0	27	77	0
Number of Lanes	1	0	0	1	1	0

Approach	EB	NB	SB
Opposing Approach		SB	NB
Opposing Lanes	0	1	1
Conflicting Approach Left	SB	EB	
Conflicting Lanes Left	1	1	0
Conflicting Approach Right	NB		EB
Conflicting Lanes Right	1	0	1
HCM Control Delay, s/veh	7	7.1	7.3
HCM LOS	A	A	A

Lane	NBLn1	EBLn1	SBLn1
Vol Left, %	0%	50%	0%
Vol Thru, %	100%	0%	100%
Vol Right, %	0%	50%	0%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	26	2	73
LT Vol	0	1	0
Through Vol	26	0	73
RT Vol	0	1	0
Lane Flow Rate	27	2	77
Geometry Grp	1	1	1
Degree of Util (X)	0.03	0.002	0.084
Departure Headway (Hd)	3.995	3.912	3.958
Convergence, Y/N	Yes	Yes	Yes
Cap	899	910	910
Service Time	2.008	1.955	1.963
HCM Lane V/C Ratio	0.03	0.002	0.085
HCM Control Delay, s/veh	7.1	7	7.3
HCM Lane LOS	A	A	A
HCM 95th-tile Q	0.1	0	0.3

Intersection	
Intersection Delay, s/veh	7.3
Intersection LOS	A

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	1	1	0	73	45	0
Future Vol, veh/h	1	1	0	73	45	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	1	0	77	47	0
Number of Lanes	1	0	0	1	1	0

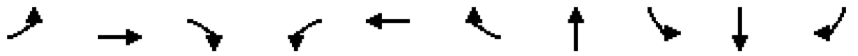
Approach	EB	NB	SB
Opposing Approach		SB	NB
Opposing Lanes	0	1	1
Conflicting Approach Left	SB	EB	
Conflicting Lanes Left	1	1	0
Conflicting Approach Right	NB		EB
Conflicting Lanes Right	1	0	1
HCM Control Delay, s/veh	7	7.4	7.2
HCM LOS	A	A	A

Lane	NBLn1	EBLn1	SBLn1
Vol Left, %	0%	50%	0%
Vol Thru, %	100%	0%	100%
Vol Right, %	0%	50%	0%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	73	2	45
LT Vol	0	1	0
Through Vol	73	0	45
RT Vol	0	1	0
Lane Flow Rate	77	2	47
Geometry Grp	1	1	1
Degree of Util (X)	0.085	0.002	0.053
Departure Headway (Hd)	3.973	3.947	3.995
Convergence, Y/N	Yes	Yes	Yes
Cap	905	900	899
Service Time	1.982	2	2.009
HCM Lane V/C Ratio	0.085	0.002	0.052
HCM Control Delay, s/veh	7.4	7	7.2
HCM Lane LOS	A	A	A
HCM 95th-tile Q	0.3	0	0.2

Future with Project with Signal Timing Improvements Conditions

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	118	1660	25	23	1487	71	41	3	24	179	2	287
Future Volume (vph)	118	1660	25	23	1487	71	41	3	24	179	2	287
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	7.0	7.3	7.7	7.0	7.3	7.7		7.7		7.7	7.7	7.0
Lane Util. Factor	1.00	0.91	1.00	1.00	0.91	1.00		0.95		0.95	0.95	1.00
Frpb, ped/bikes	1.00	1.00	0.97	1.00	1.00	0.97		0.99		1.00	1.00	0.99
Flpb, ped/bikes	1.00	1.00	1.00	1.00	1.00	1.00		1.00		1.00	1.00	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85		0.95		1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00		0.97		0.95	0.95	1.00
Satd. Flow (prot)	1752	4988	1561	1656	5085	1527		3258		1698	1704	1581
Flt Permitted	0.10	1.00	1.00	0.10	1.00	1.00		0.97		0.95	0.95	1.00
Satd. Flow (perm)	178	4988	1561	176	5085	1527		3258		1698	1704	1581
Peak-hour factor, PHF	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Adj. Flow (vph)	120	1694	26	23	1517	72	42	3	24	183	2	293
RTOR Reduction (vph)	0	0	9	0	0	28	0	22	0	0	0	237
Lane Group Flow (vph)	120	1694	17	23	1517	44	0	47	0	93	92	56
Confl. Peds. (#/hr)	12		18	18		12	6		2	2		6
Confl. Bikes (#/hr)			4			7						
Heavy Vehicles (%)	3%	4%	0%	9%	2%	3%	0%	0%	4%	1%	0%	1%
Turn Type	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov	Split	NA		Split	NA	pm+ov
Protected Phases	1	6	4	5	2	3	4	4		3	3	1
Permitted Phases	6		6	2		2						3
Actuated Green, G (s)	86.3	75.8	87.4	71.5	68.0	82.4		11.6		14.4	14.4	25.7
Effective Green, g (s)	86.3	75.8	87.4	71.5	68.0	82.4		11.6		14.4	14.4	25.7
Actuated g/C Ratio	0.64	0.56	0.65	0.53	0.50	0.61		0.09		0.11	0.11	0.19
Clearance Time (s)	7.0	7.3	7.7	7.0	7.3	7.7		7.7		7.7	7.7	7.0
Vehicle Extension (s)	2.0	1.0	4.0	2.0	1.0	2.5		4.0		2.5	2.5	2.0
Lane Grp Cap (vph)	245	2800	1010	131	2561	932		279		181	181	300
v/s Ratio Prot	c0.04	c0.34	0.00	0.00	0.30	0.01		c0.01		c0.05	0.05	0.02
v/s Ratio Perm	0.27		0.01	0.09		0.02						0.02
v/c Ratio	0.49	0.61	0.02	0.18	0.59	0.05		0.17		0.51	0.51	0.19
Uniform Delay, d1	14.9	19.7	8.5	16.2	23.7	10.6		57.2		57.0	57.0	45.9
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00		1.00		1.00	1.00	1.00
Incremental Delay, d2	0.6	1.0	0.0	0.2	1.0	0.0		0.4		1.8	1.6	0.1
Delay (s)	15.5	20.6	8.5	16.4	24.7	10.6		57.6		58.8	58.6	46.0
Level of Service	B	C	A	B	C	B		E		E	E	D
Approach Delay (s/veh)		20.1			24.0			57.6			50.9	
Approach LOS		C			C			E			D	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	26.0	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.56		
Actuated Cycle Length (s)	135.0	Sum of lost time (s)	29.7
Intersection Capacity Utilization	79.4%	ICU Level of Service	D
Analysis Period (min)	15		
c Critical Lane Group			

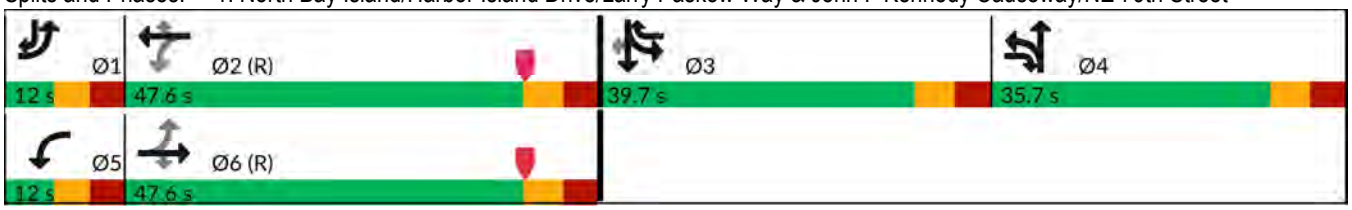


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	118	1660	25	23	1487	71	3	179	2	287
Future Volume (vph)	118	1660	25	23	1487	71	3	179	2	287
Lane Group Flow (vph)	120	1694	26	23	1517	72	69	93	92	293
Turn Type	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov	NA	Split	NA	pm+ov
Protected Phases	1	6	4	5	2	3	4	3	3	1
Permitted Phases	6		6	2		2				3
Detector Phase	1	6	4	5	2	3	4	3	3	1
Switch Phase										
Minimum Initial (s)	5.0	4.0	10.0	5.0	4.0	7.0	10.0	7.0	7.0	5.0
Minimum Split (s)	12.0	47.3	35.7	12.0	47.3	35.7	35.7	35.7	35.7	12.0
Total Split (s)	12.0	47.6	35.7	12.0	47.6	39.7	35.7	39.7	39.7	12.0
Total Split (%)	8.9%	35.3%	26.4%	8.9%	35.3%	29.4%	26.4%	29.4%	29.4%	8.9%
Yellow Time (s)	3.7	4.0	4.0	3.7	4.0	4.0	4.0	4.0	4.0	3.7
All-Red Time (s)	3.3	3.3	3.7	3.3	3.3	3.7	3.7	3.7	3.7	3.3
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	7.3	7.7	7.0	7.3	7.7	7.7	7.7	7.7	7.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lead	Lag	Lead	Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	None	C-Max	None	None	None	None	None
Act Effct Green (s)	87.1	80.1	91.3	75.4	69.6	83.6	13.6	14.4	14.4	26.4
Actuated g/C Ratio	0.65	0.59	0.68	0.56	0.52	0.62	0.10	0.11	0.11	0.20
v/c Ratio	0.49	0.57	0.02	0.14	0.58	0.07	0.20	0.51	0.51	0.54
Control Delay (s/veh)	22.3	22.6	0.0	17.3	26.9	1.4	37.0	65.0	64.7	6.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	22.3	22.6	0.0	17.3	26.9	1.4	37.0	65.0	64.7	6.2
LOS	C	C	A	B	C	A	D	E	E	A
Approach Delay (s/veh)		22.2			25.6		37.0		28.9	
Approach LOS		C			C		D		C	
Queue Length 50th (ft)	35	333	0	6	319	0	20	84	83	0
Queue Length 95th (ft)	#141	#706	0	30	#602	13	38	128	126	36
Internal Link Dist (ft)		744			716		21		91	
Turn Bay Length (ft)	180		150							
Base Capacity (vph)	245	2959	1187	159	2620	1173	694	402	403	544
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.49	0.57	0.02	0.14	0.58	0.06	0.10	0.23	0.23	0.54

Intersection Summary		
Cycle Length: 135		
Actuated Cycle Length: 135		
Offset: 0 (0%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow		
Natural Cycle: 135		
Control Type: Actuated-Coordinated		
Maximum v/c Ratio: 0.58		
Intersection Signal Delay (s/veh): 24.6	Intersection LOS: C	
Intersection Capacity Utilization 79.4%	ICU Level of Service D	
Analysis Period (min) 15		

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 1: North Bay Island/Harbor Island Drive/Larry Paskow Way & John F Kennedy Causeway/NE 79th Street



Appendix E
Committed Roadway and Committed Development Documentation

Isle of Dreams

Property Records
in Isle of Dreams

237

Details

Qty of Buildings:	1
Stories:	32
Height:	340
# of Bedrooms:	1 Bed, 2 Bed
Address:	1415 NE 79th Street Cswy
Development Type:	Condominium Subdivision
Status:	On Hold
Class:	High-rise
Building Views:	Water, Skyline

Isle of Dreams

20105

Proposed ITE Land Use Designation[1]	Number of Units	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
		In	Out	Total	In	Out	Total
Multifamily Housing (High-Rise) *Land Use Code: 222*	237 DU	19	60	79	54	35	89
Retail *Land Use Code: 820*	9,000 SF	5	3	8	44	48	92
Total Gross Trips		**24**	**63**	**87**	**98**	**83**	**181**
Internalization [2] 2.3%/17.7% (AM/PM)		-1	-1	-2	-16	-16	-32
Other Modes of Transportation[3] 15.8%		-4	-9	-13	-13	-11	-24
Retail Pass-by (PM)[3] 34%		0	0	0	-11	-11	-22
Net Proposed Trips		**19**	**53**	**72**	**58**	**45**	**103**

[1]Based on ITE Trip Generation, 10th Edition.

[2]Based on ITE Trip Generation Handbook, 3rd Edition.

[3]Based on ITE Trip Generation Handbook, 3rd Edition.

[4]Based on US Census tract 39.17.

AM Peak Hour Trip Generation and Internalization

Shoma N Bay Village-Ilse of Dreams Committed Development

Multifamily High-Rise Land Use 222 237 Units		Retail Land Use 820 9,000 Sq Ft		
In	**Out**	**In**	**Out**	
19	**60**	**5**	**3**	87 ITE Trips
UNBALANCED INTERNALIZATION				
1% *1*		*17%* *1*		
	1			
2% *0*			*14%* *0*	
	0			
Multifamily High-Rise		**Retail**		
In	**Out**	**In**	**Out**	
19	**60**	**5**	**3**	87 Vehicle Trips
BALANCED INTERNALIZATION				
	-1		*-1*	
0				
			0	
0	-1	-1	0	-2 Internal
19	59	4	3	85 External Trips
	1.3%		*12.5%*	*2.3%* % Internal
-3	-9	-1	0	-13 15.8% Transit/Pedestrian
16	**50**	**3**	**3**	**72**
0	0			0 0% Passby Residential
		0	0	0 0% Passby Retail
16	**50**	**3**	**3**	**72 Net New External Trips**

PM Peak Hour Trip Generation and Internalization

Shoma N Bay Village-Ilse of Dreams Committed Development

Multifamily High-Rise Land Use 222 237 Units			Retail Land Use 820 9,000 Sq Ft		
In	**Out**		**In**	**Out**	
54	**35**		**44**	**48**	181 ITE Trips
UNBALANCED INTERNALIZATION					
	42% 15	**4**	*10%* 4		
46% 25		**12**		*26%* 12	
Multifamily High-Rise			**Retail**		
In	**Out**		**In**	**Out**	
54	**35**		**44**	**48**	181 Vehicle Trips
BALANCED INTERNALIZATION					
	-4		*-4*		
-12				*-12*	
-12	-4		-4	-12	-32 Internal
42	31		40	36	149 External Trips
	18.0%			*17.4%*	*17.7%* % Internal
-7	-5		-6	-6	-24 15.8% Transit/Pedestrian
35	**26**		**34**	**30**	**125**
0	0				0 0% Passby Residential
			-11	-11	-22 34% Passby Retail
35	**26**		**23**	**19**	**103 Net New External Trips**

Com Dev
Isle of Dream

25

20105



43

10

22

TRAFFIC IMPACT ANALYSIS FOR

1819 & 1855 79TH STREET KENNEDY CAUSEWAY MIXED-USE DEVELOPMENT

DATE:
December 1, 2022

LOCATION:
North Bay Village, Florida

PREPARED FOR:
North Bay Village Holdings, LLC

PREPARED BY:
NV5, Inc.
14486 Commerce Way
Miami Lakes, Florida 33016
P: 305.666.3563

NV5
nv5.com

PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with NV5, Inc., a corporation authorized to operate as an engineering business, EB-29065, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluations, findings, opinions, conclusions, or technical advice attached hereto for:

PROJECT: 1819 & 1855 79th Street Mixed-Use Development
LOCATION: North Bay Village, Florida
CLIENT: North Bay Village Holdings, LLC

ENGINEER OF RECORD: John Karnowski, PE, Florida License #55261
I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.



12-1-2022

Executive Summary

A new mixed-use development is planned for construction along 79th Street/John F Kennedy Causeway (SR 934) in North Bay Village, Florida. The development will consist of a 345-unit residential tower with 273 hotel rooms, 2,594 square feet of retail space and a 15,499 square foot restaurant. The development will be served by two existing driveways along SR 934.

After accounting for multimodal, pass-by and internal capture reductions, the site is expected to generate a net total of 3,296 new daily trips, with 242 occurring during the AM peak hour (121 inbound, 121 outbound) and 223 occurring during the PM peak hour (120 inbound, 103 outbound). The proposed site is currently occupied by a 118-room hotel and 7,500 square foot restaurant, generating approximately 750 daily trips, 82 of which occur during the AM peak hour (44 inbound, 38 outbound) and 54 during the PM peak hour (29 inbound, 25 outbound).

Overall traffic operations at each study intersection are considered satisfactory in 2022 Existing conditions. The minor street approaches at SR 934 & Hispanola Avenue and SR 934 & E Treasure Drive operate at LOS E or F during both peak hours. With three years of background growth and the consideration of adjacent development, overall operations are expected to remain acceptable in 2024 No-Build conditions, while minor street operations continue to operate at LOS E or worse. Queueing analysis during each scenario indicates that left turn queues along SR 934 regularly exceed the provided storage lengths.

The addition of project traffic is expected to have a nominal impact on the traffic operations at each study intersection. In 2024 Build conditions, intersections are expected to continue to operate adequately overall, with small increases to delay when compared to 2024 No-Build conditions. Both site driveways are expected to operate acceptably, with site traffic posing a negligible effect on other study intersections. Queue analysis indicates that eastbound left-turn queues into the site at Site Driveway 1 increase substantially.

Segment analysis along SR 934 to the east and west of the site during AM and PM peak hours indicates that each portion of SR 934 is expected to operate acceptably in 2022 Existing, 2024 No-Build and 2024 Build conditions.

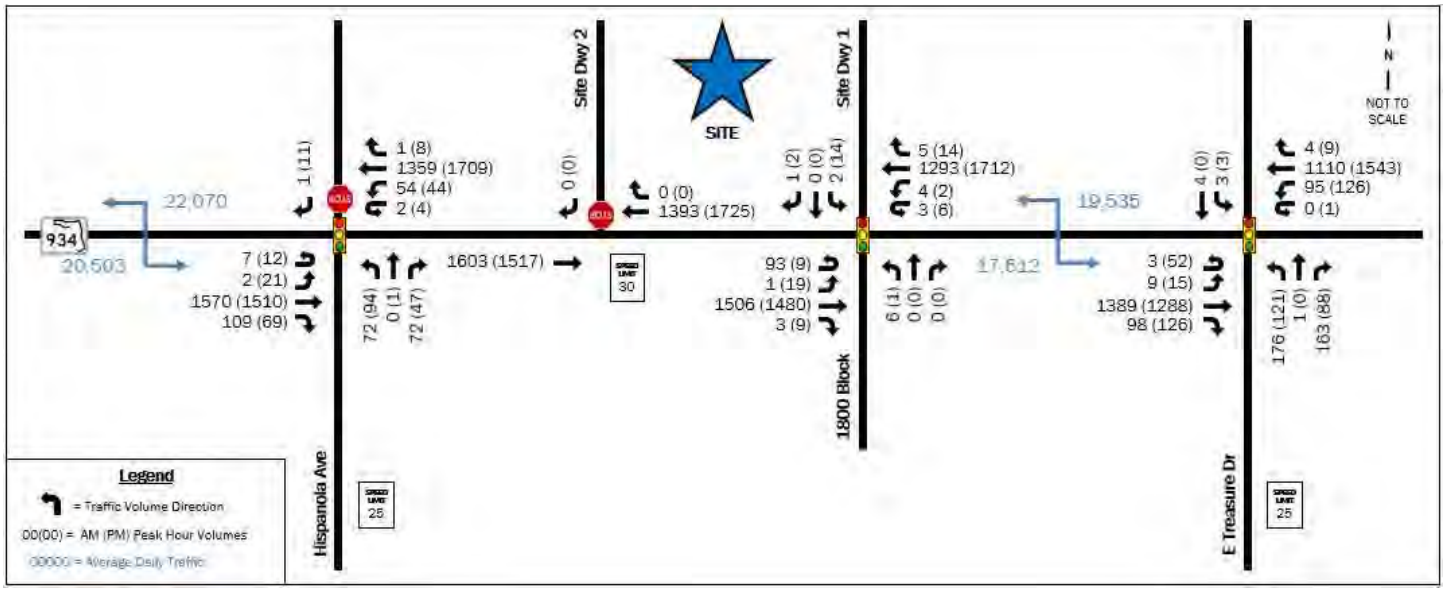
The hotel will use valet parking onsite. Queueing analysis was completed to assess the number of valet attendants required to accommodate demand during the hotel's PM peak hours per the attached site plan. Using standard queueing theory, an estimated six (6) total valet attendants will be needed to serve the hotel's users.

The following mitigation measures are recommended at each study intersection to improve overall and minor street operations. Upon completion, overall and minor street operations at each intersection are deemed acceptable, though queueing continues to extend beyond provided storage bays along SR 934.

- SR 934 & Hispanola Avenue
    - Reduce cycle length from 150 seconds to 120 seconds
- SR 934 & 1800 Block/Site Driveway 1
    - Reduce cycle length from 150 seconds to 120 seconds
    - Add eastbound left protected permitted phasing
    - Extend eastbound left storage bay to 125 feet
- SR 934 & E Treasure Drive
    - Reduce cycle length from 150 seconds to 120 seconds
    - Remove northbound and southbound split phasing

Completion of these improvements is expected to improve each intersection's overall and minor approach operations in 2024 Build Conditions to LOS D or better.

Figure 4: 2024 No-Build Volumes



B.2. Project Trip Generation

The proposed mixed-use development consists of 345 residential units, 273 hotel rooms, 2,594 square feet of retail space, and a 15,499 square foot restaurant. The anticipated trips generated by the development were estimated using the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 11th Edition, 2021. The trip generation also considers internal capture, multi-modal/transit, and pass-by trips.

Internal capture results in a reduction of external vehicle trips as they are generated between the residential/lodging and commercial uses of the development within the site and will not utilize the external roadway network. A 16% reduction factor has been applied to account for internal capture based on NCHRP 684 and ITE methodology.

Transit or any other multi-modal trips are also excluded from the external vehicle trips as they are not contributing to additional vehicular traffic at the site. Some transit trips are expected to access the site via the fixed MDT Route 112/L and North Bay Village Shuttle. The neighboring 1755 79th Street/JFK Causeway (SR 934) mixed-use development features similar land uses and previously utilized a 19.4% reduction in trips attributable to non-motorized based on US Census data, as reported by a national clearinghouse database. As the nearby development includes many of the same land uses, the same reduction has been applied to this site's trip generation.

Pass-by trips are not generated by the development but are instead existing trips along the roadway that are drawn into the development as they are "passing by" on the way to another destination. The ITE Trip Generation Manual, 11th Ed. estimates that 43% of trips entering and exiting the restaurant are expected to be pass-by in nature during the PM peak hour.

Table 1 summarizes the overall project trip generation calculated using the ITE Trip Generation rates. Note that both the fitted curve and average rate are used to estimate trip generation based on the statistical strength of each model; the appropriate equation or rate are indicated below and highlighted on each trip generation sheet included in Appendix F. The pass-by rate table, internal capture worksheets and relevant multimodal data are also included in Appendix F.

Table 1: Project Trip Generation

Land Use	Intensity	Daily	AM Peak			PM Peak		
			Total	In	Out	Total	In	Out
Multi-Family Housing (High-Rise) – LUC 222	345 DU	1,674[1]	93	32[2]	61[2]	110	61[2]	49[2]
Hotel – LUC 310	273 Rooms	2,536[1]	129	72[1]	57[1]	174	89[1]	85[1]
Commercial/Retail Space – LUC 822	2,594 SF	340[1]	6	4[2]	2[2]	17	8[2]	9[2]
High-Turnover Sit-Down Restaurant – LUC 932	15,499 SF	1,662[2]	148	81[2]	67[2]	140	85[2]	55[2]
Total Gross Trips	-	6,212	376	189	187	441	243	198
Ave Internal Capture[3]	*-16%*	*-994*	*-61*	*-31*	*-30*	*-71*	*-39*	*-32*
Mode-Split Reduction	*-19.4%*	*-1,206*	*-73*	*-37*	*-36*	*-86*	*-47*	*-39*
Total Net Trips	-	4,012	242	121	121	284	157	127
Pass-by Trips	*-43%*	*-716*	-	-	-	*-61*	*-37*	*-24*
Total Net New Trips	**-**	**3,296**	**242**	**121**	**121**	**223**	**120**	**103**

[1] Utilizes ITE equation ($R^2 \geq 0.75$)

[2] Utilizes ITE rate ($R^2 < 0.75$)

[3] Varies by time of day and use

The existing site houses a 118-room hotel and the Shuckers restaurant. A summary of the overall trip generation of the existing site is included in Table 2. The existing land use's trip generation estimate utilizes a 5% internal capture rate, as determined from NCHRP 684 methodology. A multimodal factor of 0% is assumed, while the same 43% pass-by factor is utilized for the restaurant located onsite. Trip generation and internal capture worksheets are provided in Appendix F. Comparison of the number of trips from the existing use and the proposed development is shown in Table 3.

Table 2: Existing Site Trip Generation

Land Use	Intensity	Daily	AM Peak			PM Peak		
			Total	In	Out	Total	In	Out
Hotel – LUC 310	118 Rooms	856[1]	52	29[1]	23[1]	59	30[1]	29[1]
High-Turnover Sit-Down Restaurant – LUC 932	7,500 SF	804[2]	72	39[2]	33[2]	68	41[2]	27[2]
Total Gross Trips	-	1,660	124	68	56	127	71	56
Internal Capture	*-5%*	*-242*	*-6*	*-3*	*-3*	*-6*	*-4*	*-2*
Mode-Split Reduction	*-0%*	*-0*	*-0*	*-0*	*-0*	*-0*	*-0*	*-0*
Total Net Trips	-	1,418	118	65	53	121	67	54
Pass-by Trips	*-43%*	*-346*	-	-	-	*-30*	*-18*	*-12*
Total Net New Trips	**-**	**1,072**	**118**	**65**	**53**	**91**	**49**	**42**

[1] Utilizes ITE equation ($R^2 \geq 0.75$)

[2] Utilizes ITE rate ($R^2 < 0.75$)

Table 3: Existing vs Proposed Trip Generation Comparison

Land Use	Intensity	Daily	AM Peak			PM Peak		
			Total	In	Out	Total	In	Out
Existing Use: Total Net New Trips	-	1,072	118	65	53	91	49	42
Proposed Use: Total Net New Trips	-	**3,296**	**242**	**121**	**121**	**223**	**120**	**103**
Difference	**-**	**+2,224**	**+124**	**+56**	**+68**	**+132**	**+71**	**+61**

B.3. Trip Distribution and Assignment

The assignment and directional distribution of new project trips on the transportation network are based on the Miami-Dade Transportation Planning Organization's 2045 Long Range Transportation Plan Direction Trip Distribution Report. The report details 2015 and 2045 estimated traffic patterns. Most of the traffic from the Traffic Analysis Zone on the island is bound for or originates from the west, as shown in Appendix G. This is also evidenced by previous counts, typical traffic patterns and regional development. Trips are expected to travel to and from the following directions:

- Approximately 75% of the traffic is expected to travel to/from the west on SR 934,
- Approximately 25% of the traffic is expected to travel to/from the east on SR 934.

Approximately 90% of site traffic is expected to utilize the eastern signalized Site Driveway 1 (INT 2), with the remaining 10% of site trips entering and exiting at Site Driveway 2 (INT 4). All traffic approaching the site from the west and 15% of traffic entering from the east will enter at Site Driveway 1, while the remaining 10% of traffic entering from the east will use Site Driveway 2. When exiting, 90% of users are expected to exit from Site Driveway 1, with the other 10% using Site Driveway 2.

Pass-by trips are expected to enter at both driveways along SR 934, with 45% traveling eastbound and 55% traveling westbound, as determined by directional splits in the Existing Volumes at the site driveways. All 45% of pass-by trips traveling east will enter at Site Driveway, along with 45% of pass-by trips traveling west. The final 10% of pass-by trips are expected to enter at Site Driveway 2 as they travel west. All pass-by trips are expected to enter and exit via the same driveway.

The site's primary trip distribution and assignment is depicted in Figures 5 and 6, respectively. The pass-by distribution is shown in Figure 7, with the respective trip assignment included in Figure 8. The net trips generated by the proposed site per the anticipated trip distributions are displayed in Figure 9. The 2024 Build Volumes depicted in Figure 10 combine No-Build and overall site traffic volumes.

Figure 5: Primary Trip Distribution

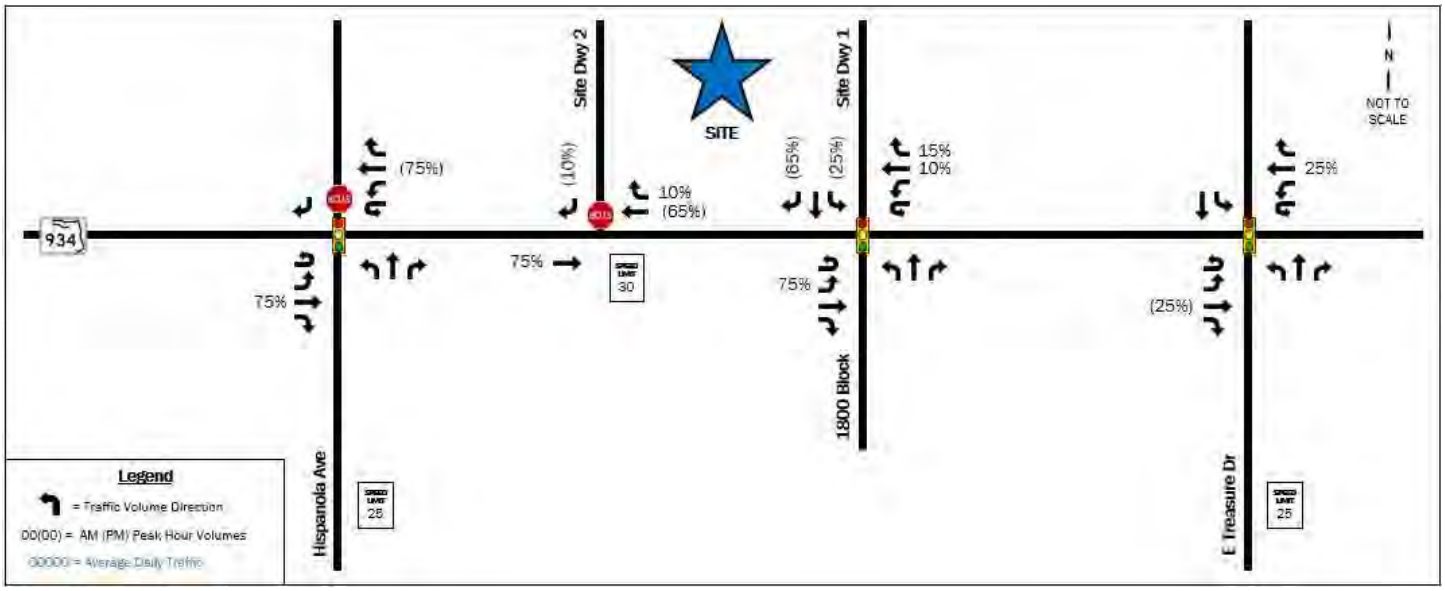
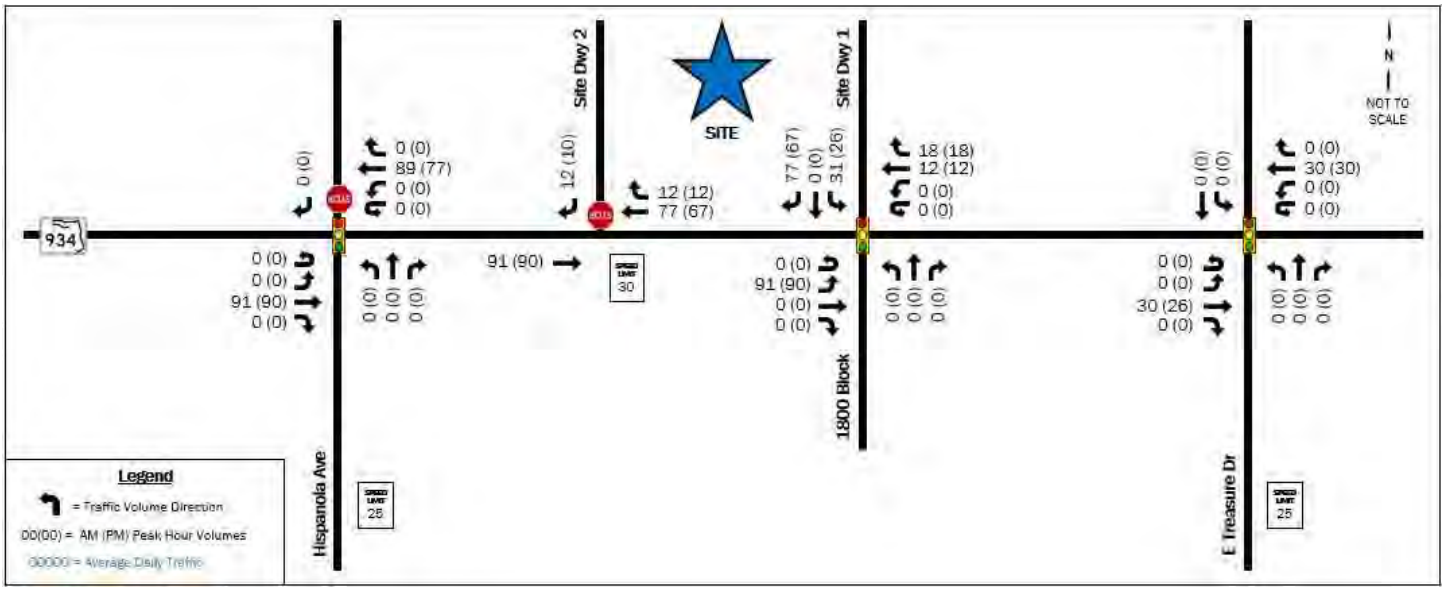


Figure 6: Primary Trip Assignment



Traffic Impact Analysis
for Submittal to the
City of North Bay Village

1755 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FLORIDA



Kimley»Horn

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Updated January 2022
December 23, 2021
January 20221
143438001

1354

Table 1: Trip Generation				
A.M. Peak Hour (P.M. Peak Hour)				
Future Land Use (ITE Code)	**Scale**	**Net New External Trips**	**Entering Trips**	**Exiting Trips**
Proposed Development				
Multifamily Housing (High-Rise) (222)	201 dwelling units	54 (49)	14 (31)	40 (18)
General Office Building (710)	55,370 square feet	60 (47)	52 (6)	8 (41)
Quality Restaurant (931)	19,454 square feet	7 (61)	3 (43)	4 (18)
Net New Vehicle Trips		**121 (157)**	**69 (80)**	**52 (77)**

TRIP DISTRIBUTION AND ASSIGNMENT

The likely distribution of project traffic was forecast for the trips expected to be generated by the proposed development. The trip distribution was based on an interpolated cardinal trip distribution for the project site's traffic analysis zone (TAZ) obtained from the Miami-Dade Transportation Planning Organization's (TPO's) *2045 Long Range Transportation Plan Directional Trip Distribution Report*. The trip distribution for the anticipated build-out year of 2024 was interpolated from the 2015 and 2045 data. The project is located within TAZ 624.The cardinal trip distribution for TAZ 624 provided in Table 2.

Table 2: Cardinal Trip Distribution	
Cardinal Direction	**Percentage of Trips**
North-Northeast	11.0%
East-Northeast	5.0%
East-Southeast	1.0%
South-Southeast	6.0%
South-Southwest	17.0%
West-Southwest	26.0%
West-Northwest	17.0%
North-Northwest	17.0%
Total	**100.0%**

Figure 4 presents the A.M. and P.M. peak hour net new trip distribution and Figure 5 presents the A.M. and P.M. peak hour net new trip assignment for the proposed development. Figure 6 and Figure 7 detail the project's pass-by trip distribution and assignment for the P.M. peak hour. Detailed cardinal distribution calculations are contained in Appendix G.

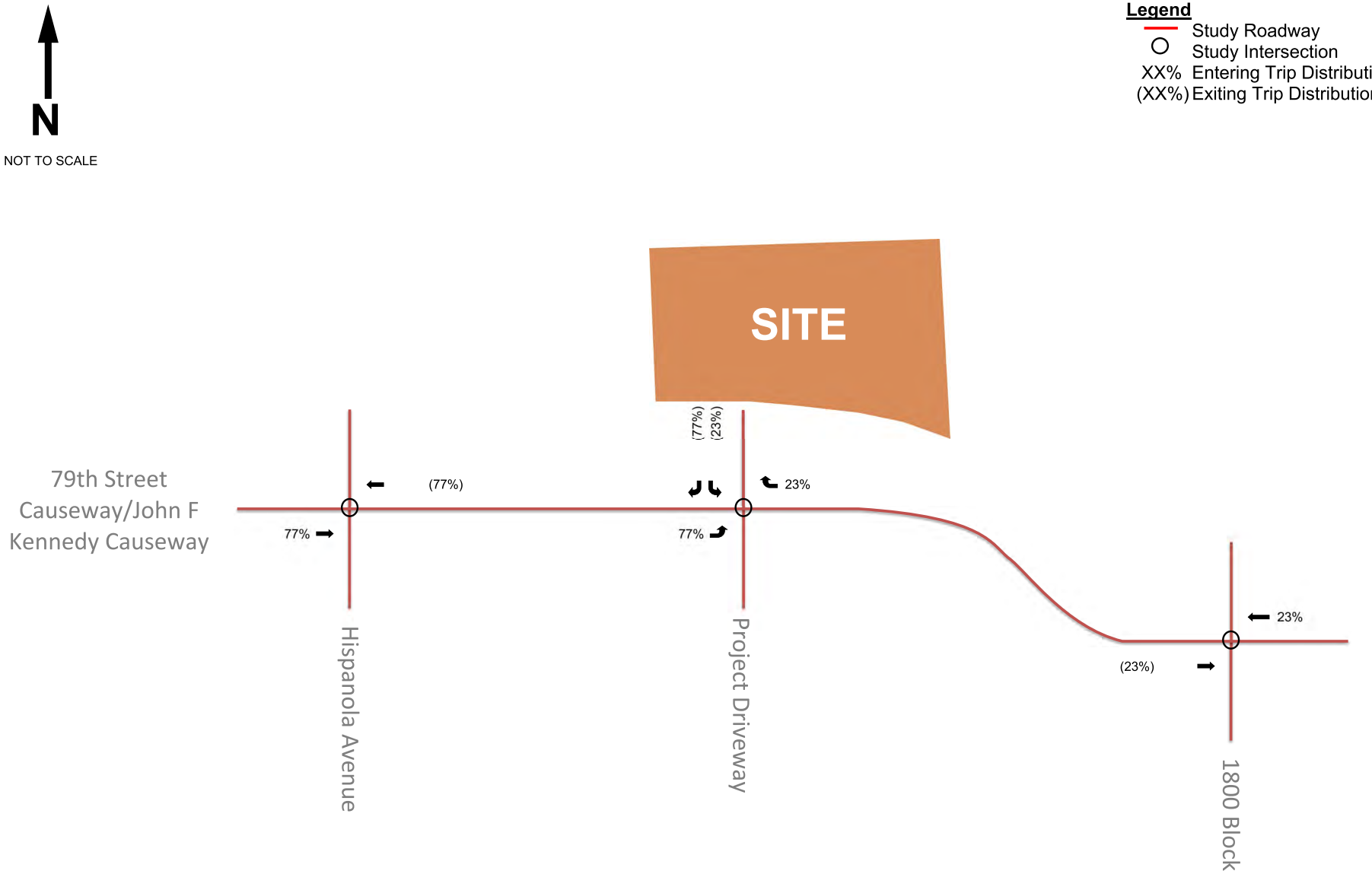

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Figure 4
Peak Hour Project Trip Distribution
1755 Kennedy Causeway
North Bay Village, Florida



Figure 5
Peak Hour Project Trip Assignment
1755 Kennedy Causeway
North Bay Village, Florida

Kimley»Horn

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SHOMA BAY

TRAFFIC STUDY

dpa
Since 1358

Prepared By:
David Plummer & Associates

Prepared For:
Shoma Group

Prepared In:
June 2023

DPA Job #:
20105

EXECUTIVE SUMMARY

The proposed Shoma Bay project is located at 1850 and 1872 79th Street Causeway in North Bay Village, FL. The site is currently occupied by a surface parking lot and a 7,737 SF shopping center. The project proposes a new mixed-use development consisting of 333 residential units, and 50,017 SF of retail space (with a supermarket use). Access to the site will be through an existing left-in / right-in / right-out driveway located on the 79th Street Causeway (John F. Kennedy Causeway) and a proposed full access driveway located on E. Treasure Drive. For the purpose of this traffic analysis, project build-out is anticipated by 2025.

An assessment of the traffic impacts associated with the proposed project was performed in accordance with the requirements of the North Bay Village Comprehensive Plan. The results of the intersection analysis show that the following intersections currently operate and will continue to operate within the North Bay Village LOS standards during the AM and PM peak hours:

- 79th Street Causeway / Project Driveway
- 79th Street Causeway / 1800 Block

The results show that the E. Treasure Drive / 79th Street Causeway intersection experiences delay at the southbound approach during the AM and PM peak hours for existing, future without project, and future with project conditions. It should be noted that the project adds no additional traffic to the southbound approach of the intersection. Furthermore, the southbound approach is a split phase and therefore the additional traffic generated by the project should have no effect on the operations of the southbound approach. At future without project and future with project conditions, the southbound approach of the 1800 Block / 79th Street Causeway intersection shows delays during the AM peak hour. Signal timing adjustments are recommended to improve the southbound delay at the intersection during the AM peak hour. Adding one second of green time to the northbound / southbound phase, improves the LOS of the approach from E to D. The intersection capacity analysis results also show adequate operations at the unsignalized project driveways during the AM and PM peak hours.

The results of the roadway segment analysis show that the following roadway segments currently operate and will continue to operate within the Village's LOS standards during the AM and PM peak hours:

- 79th Street Causeway between the Project Driveway and E. Treasure Drive
- 79th Street Causeway between 1800 Block and the Project Driveway

As part of the study, the mobility and circulation within the study area was evaluated. The study shows that the project area is currently served by Miami-Dade bus route 112 and the North Bay Village Mini-Bus. The project is also located in an area that is conducive for pedestrian activities. Bike lanes are available on both sides of the 79th Street Causeway, ample sidewalks are available along all roadways, and the major intersections adjacent to the site have clearly marked and signalized crosswalks. These conditions surrounding the project facilitate pedestrian activity to and from nearby schools, restaurants, retail, and entertainment; encouraging the use of other modes of transportation and reducing the vehicular impact on the roadway network. An AutoTurn analysis was performed showing the loading area can accommodate WB-67 trucks.

1.0 INTRODUCTION

1.1 Project Background

The proposed Shoma Bay project is located at 1850 and 1872 79th Street Causeway in North Bay Village, FL (See Exhibit 1). The site is currently occupied by a surface parking lot and a 7,737 SF shopping center. The project is proposing a new, mixed-use development consisting of 333 residential units, and 50,017 SF of retail space (with a supermarket use). Access to the site will be through an existing left-in / right-in / right-out driveway located on the 79th Street Causeway (John F. Kennedy Causeway) and a proposed full access driveway located on E. Treasure Drive. See Appendix A for the site plan. For the purpose of this traffic analysis, project build-out is anticipated by 2025.

1.2 Study Objective

The purpose of the Study is to provide a traffic study that meets the requirements of the North Bay Village Comprehensive Plan for the project. This study includes vehicular flow, trip generation, and roadway segment and intersection analyses.

1.3 Study Area and Methodology

The analysis undertaken follows the study methodology for a typical North Bay Village Traffic Study. A synopsis of the methodology is as follows.

Study Area

The study area for the project includes the following two intersections:

- 79th Street Causeway / E. Treasury Drive (Signalized)
- 79th Street Causeway / 1800 Block (Signalized)

The project driveways will also be included in the analysis.

The study area also includes the following roadway links:

- 79th Street Causeway between the Project Driveway and E. Treasure Drive
- 79th Street Causeway between the 1800 Block and the Project Driveway.



Project Location

Exhibit 1

Location Map

NORTH
MAP NOT TO SCALE

4.3 Project Trip Generation

Trip generation for the proposed project was estimated using the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 11th Edition. This manual provides gross trip generation rates and/or equations by land use type. These rates and equations estimate vehicle trip ends at a free-standing site's driveways. See Appendix F for project trip generation worksheets.

The proposed development plan incorporates residential and retail with supermarket land uses, which can satisfy the work trip and retail needs for some residents, employees, and visitors without making a trip off-site. An internalization matrix was developed to establish the appropriate number of internal project trips. Internal capture rates used are also included in Appendix F.

ITE research shows that a certain percent of the trips for the retail with supermarket use and retail without supermarket use are "*pass-by*" trips. These are described as trips "attracted from the traffic passing the site on an adjacent street." These are not new trips, but trips already using the existing roadway network that stop at the proposed use and go back to their original path. Pass-by trips for this use were established based on guidelines provided in ITE's *Trip Generation Manual*, 11th Edition. The average pass-by rate published by ITE for the retail uses and the existing volume of the adjacent street were used to establish the pass-by component.

The study area provides mass transit within walking distance (see Section 5 of this report for additional pedestrian and transit information). Furthermore, the United States Census Bureau shows that 15.8% of the public within the area use other modes of transportation. A 15.8% adjustment was used to account for other modes of transportation. The project trip generation summary is provided in Exhibit 10.

Exhibit 10: Project Trip Generation Summary

Proposed Use

Proposed ITE Land Use Designation[1]	Number of Units	Daily Vehicle Trips	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
			In	Out	Total	In	Out	Total
Multifamily Housing *Land Use Code: 222*	333 DU	1,630	24	68	92	68	42	110
Shopping Plaza *Land Use Code: 821*	50,017 SF	4,726	109	67	176	241	261	502
Total Gross Trips		**6,356**	**133**	**135**	**268**	**309**	**303**	**612**
Internalization [2] AM 0.9% PM 15.9%			-1	-1	-2	-41	-41	-82
Other Modes of Transportation[3]		15.8%	-21	-22	-43	-49	-48	-97
Pass-by Retail (PM)[1]		40.0%	0	0	0	-76	-76	-152
Net Proposed Trips			**111**	**112**	**223**	**143**	**138**	**281**

[1]Based on ITE Trip Generation, 11th Edition

[2]Based on ITE Trip Generation Handbook, 3rd Edition.

[3]Based on US Census tract 39.17.

Existing Use

Existing ITE Land Use Designation[1]	Number of Units	Daily Vehicle Trips	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
			In	Out	Total	In	Out	Total
Strip Retail[2] *Land Use Code: 822*	7,737 SF	556	11	7	18	32	32	64
Total Gross Trips		**556**	**11**	**7**	**18**	**32**	**32**	**64**
Other Modes of Transportation[2]		15.8%	-2	-1	-3	-5	-5	-10
Pass-by Retail (PM)[3]		40.0%	-	-	-	-15	-15	-30
Net Proposed Trips			**9**	**6**	**15**	**12**	**12**	**24**

[1]Based on ITE Trip Generation, 11th Edition.

[2]Based on US Census tract 39.17.

[3]Based on two ITE studies the average pass-by rate for shopping centers <40k SF is 66%, a 40% reduction was used for a more conservative analysis.

New External Trips

	Daily Vehicle Trips	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
		In	Out	Total	In	Out	Total
Proposed	**6,356**	**111**	**112**	**223**	**143**	**138**	**281**
Approved	**556**	**9**	**6**	**15**	**12**	**12**	**24**
Difference	**5,800**	**102**	**106**	**208**	**131**	**126**	**257**

dpa Since 1 1365

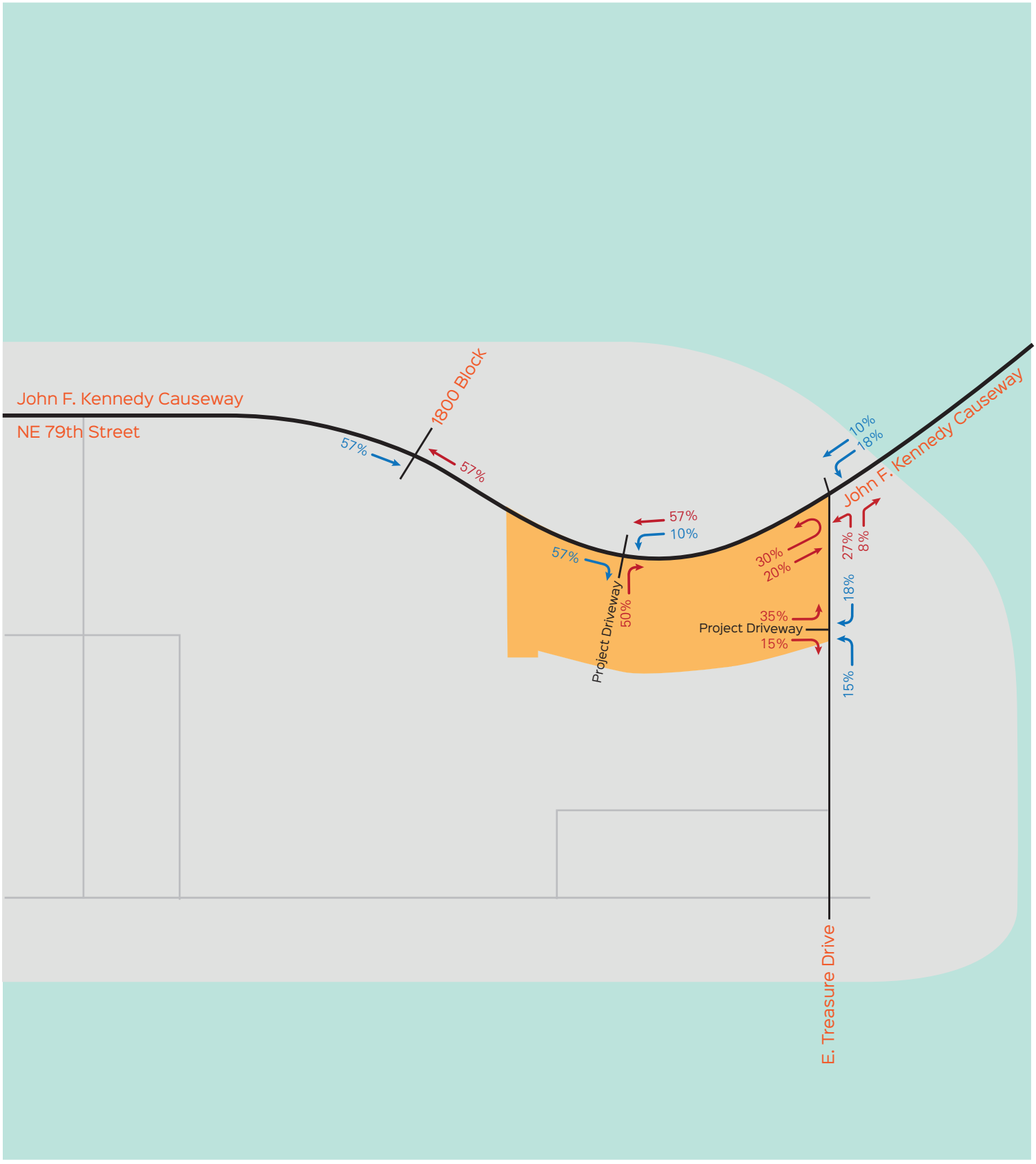
4.4 Project Trip Assignment

Project traffic was distributed and assigned to the study area using the Cardinal Distribution for TAZ 624 shown in Exhibit 11. The Cardinal Distribution gives a generalized distribution of trips from a TAZ to other parts of Miami-Dade County. The distribution can be summarized as follows: 28% to the north, 22% to the south, 7% to the east, and 43% to the west. For estimating trip distribution for the project traffic, consideration was given to conditions such as the roadway network accessed by the project traffic, roadways available to travel in the desired direction, and attractiveness of traveling on a specific roadway. Project trip distribution and assignment for the proposed project is shown in Exhibits 12 and 13 respectively.

Exhibit 11: Cardinal Distribution (TAZ 624)

Direction	Distribution
NNE	10.73%
ENE	5.35%
ESE	1.03%
SSE	6.31%
SSW	16.16%
WSW	25.99%
WNW	17.10%
NNW	17.43%

dpa Since 1 1366

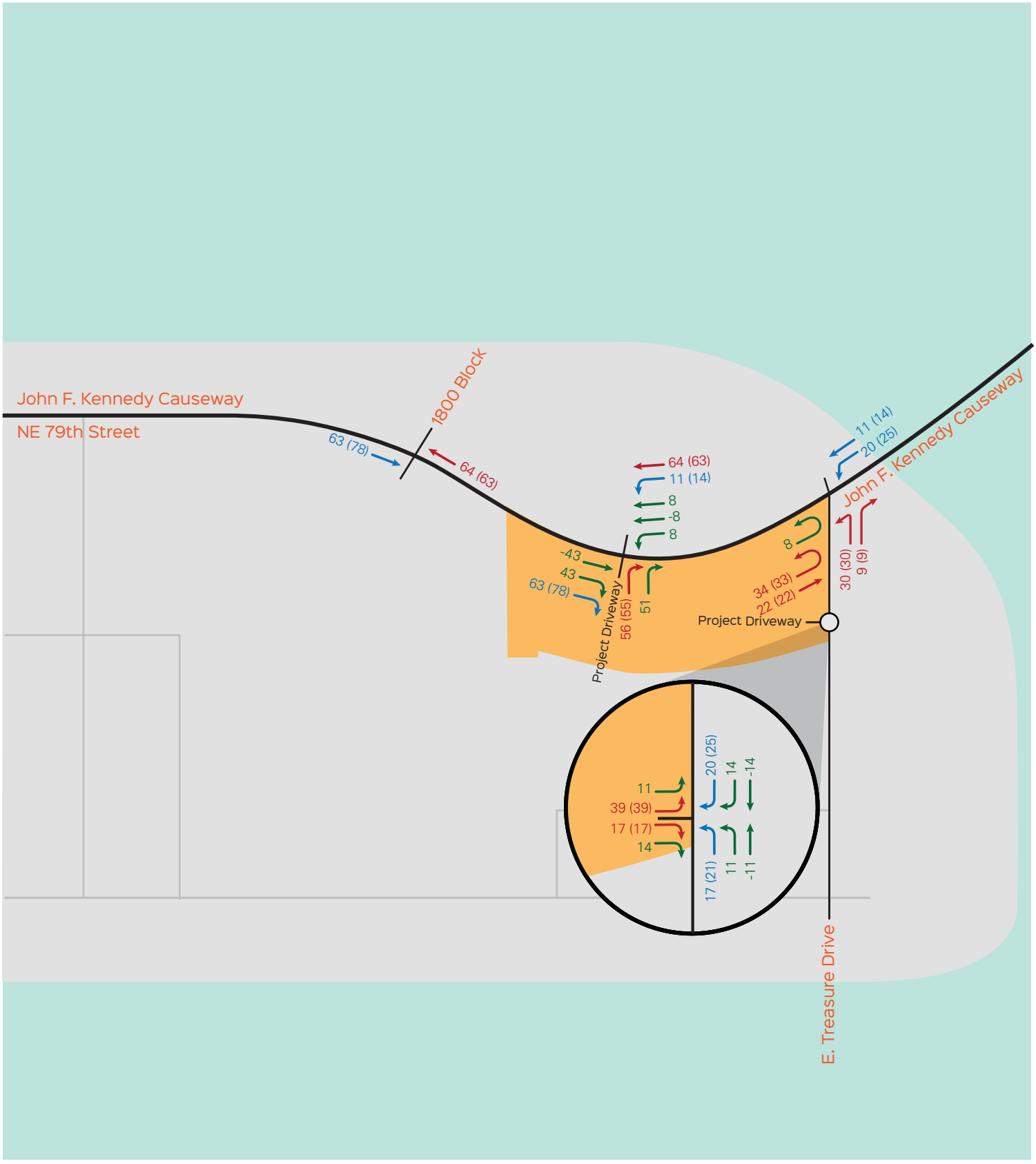


Project Location
% Inbound
% Outbound

Exhibit 12

Project Trip Distribution

NORTH
MAP NOT TO SCALE



Project Location
00 AM
(00) PM
Inbound
Outbound
PM Passby

Exhibit 13

Project Trip Assignment

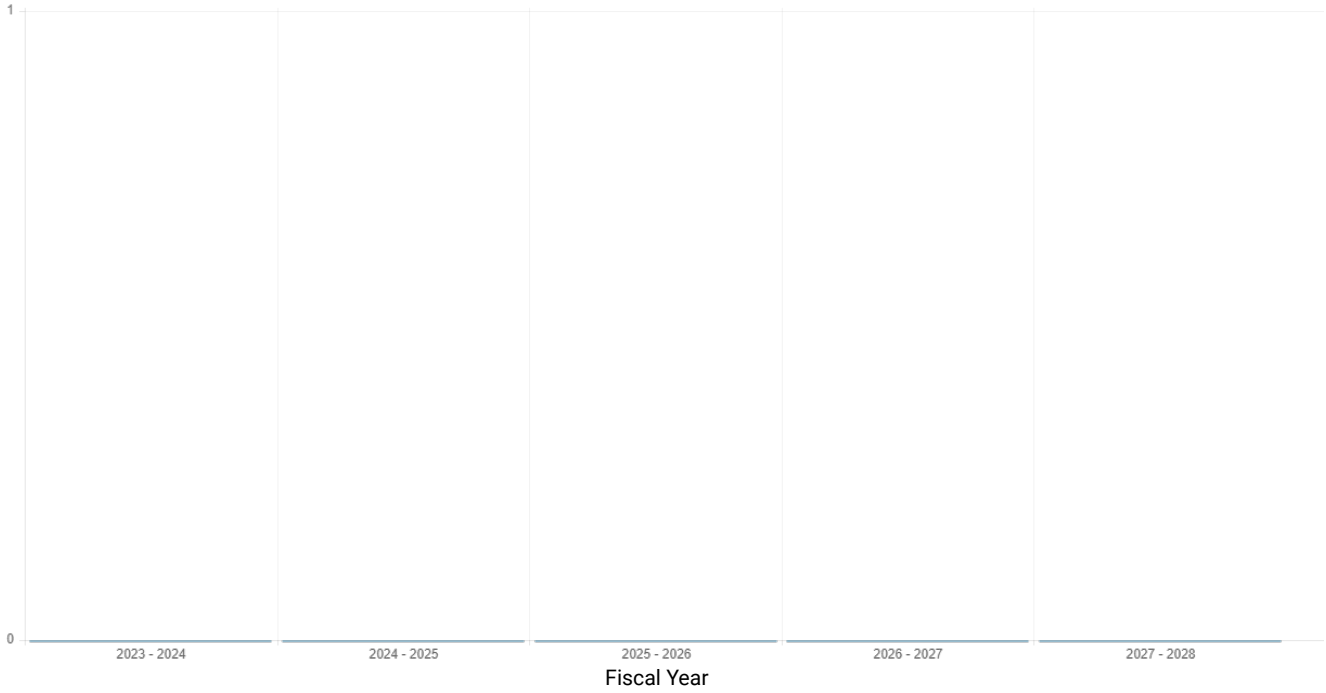
NORTH
MAP NOT TO SCALE

Project Type: Arterial/Collector Road
MPO Project No.: DT4106461
Type of Work: FLEXIBLE PAVEMENT RECONSTRUCT.
TIP Year: 2024
Construction Year:
From: SR 5 / BISCAYNE BLVD
To: BAY DR
Agency: FL Dept. of Transportation
Management Agency: FDOT
Agency Project No: 4106461
Status:
Contact Person:
Contact Email:
Contact Phone:
Description:

Funding Information $(thousands)

Project Phase	Funding	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028
PRELIMINARY ENGINEERING		$0	$0	$0	$0	$0

Funding Chart $(thousands)



SR 934 / NE 79 ST

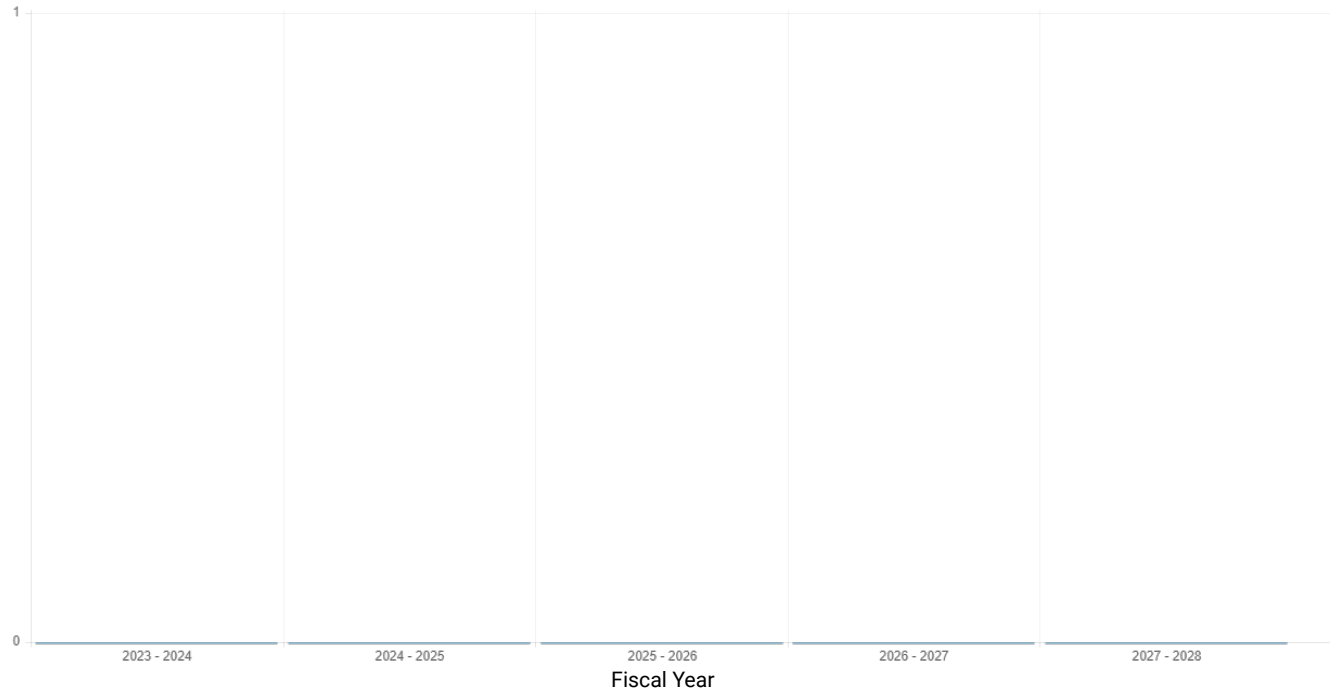
2024 Transportation Improvement Program

Project Type: Arterial/Collector Road
MPO Project No.: DT4106462
Type of Work: PD&E/EMO STUDY
TIP Year: 2024
Construction Year:
From: W OF I-95 (13TH CT)
To: END OF SR 934 / 1 WAY PL
Agency: FL Dept. of Transportation
Management Agency: FDOT
Agency Project No: 4106462
Status:
Contact Person:
Contact Email:
Contact Phone:
Description:

Funding Information $(thousands)

Project Phase	Funding	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028
PROJECT DEVELOPMENT AND ENVIRONMENTAL		$0	$0	$0	$0	$0

Funding Chart $(thousands)



SR 934 / NE / NW 79 ST

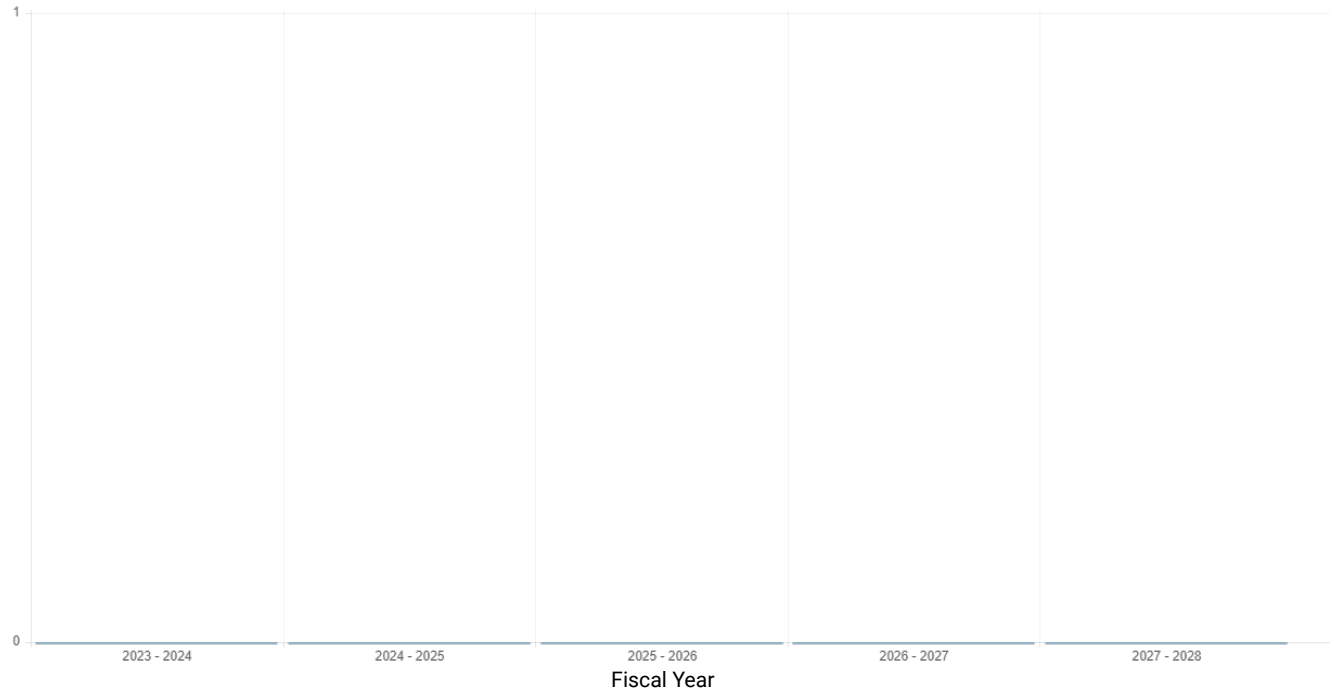
2024 Transportation Improvement Program

Project Type: Arterial/Collector Road
MPO Project No.: DT4106464
Type of Work: PD&E/EMO STUDY
TIP Year: 2024
Construction Year:
From: W OF I-95 (13TH CT)
To: END OF SR 934 / 1 WAY PL
Agency: FL Dept. of Transportation
Management Agency: FDOT
Agency Project No: 4106464
Status:
Contact Person:
Contact Email:
Contact Phone:
Description:

Funding Information $(thousands)

Project Phase	Funding	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028
PROJECT DEVELOPMENT AND ENVIRONMENTAL		$0	$0	$0	$0	$0
PROJECT DEVELOPMENT AND ENVIRONMENTAL		$0	$0	$0	$0	$0
PRELIMINARY ENGINEERING		$0	$0	$0	$0	$0

Funding Chart $(thousands)



SR 934 / NE / NW 81 / 82 ST

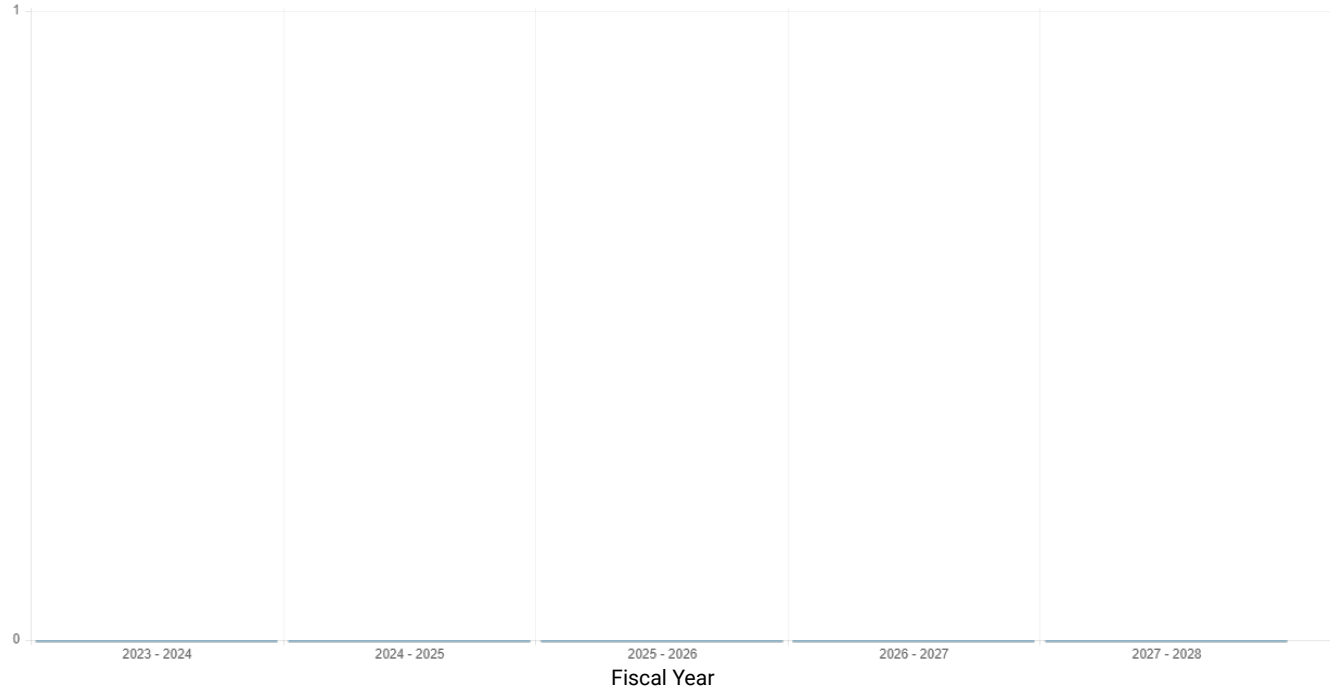
2024 Transportation Improvement Program

Project Type: Arterial/Collector Road
MPO Project No.: DT4106466
Type of Work: ROAD RECONSTRUCTION - 2 LANE
TIP Year: 2024
Construction Year:
From: W OF I-95 (13TH CT)
To: END OF SR 934 / 1 WAY PL
Agency: FL Dept. of Transportation
Management Agency: FDOT
Agency Project No: 4106466
Status:
Contact Person:
Contact Email:
Contact Phone:
Description:

Funding Information $(thousands)

Project Phase	Funding	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028
PRELIMINARY ENGINEERING	ACSU	$0	$0	$0	$0	$0
PRELIMINARY ENGINEERING	DDR	$0	$0	$0	$0	$0
PRELIMINARY ENGINEERING	DIH	$0	$0	$0	$0	$0
PRELIMINARY ENGINEERING	DS	$0	$0	$0	$0	$0
RAILROAD & UTILITIES	SA	$0	$0	$0	$0	$0

Funding Chart $(thousands)



NORTH BAY VILLAGE - ISLAND WALK PHASE I

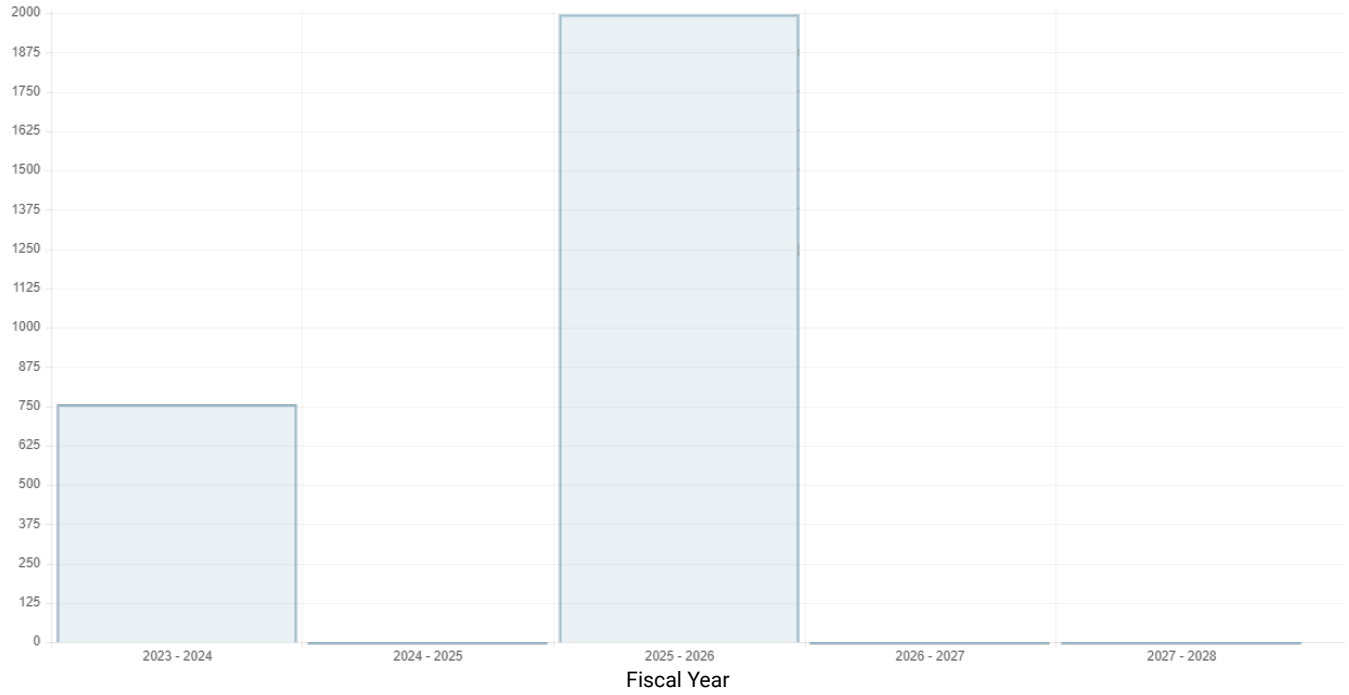
2024 Transportation Improvement Program

Project Type: Pedestrian/Bicycle
MPO Project No.: DT4479691
Type of Work: BIKE PATH/TRAIL
TIP Year: 2024
Construction Year: 2026
From:
To:
Agency: FL Dept. of Transportation
Management Agency: CITY OF NORTH BAY VILLAGE
Agency Project No: 4479691
Status:
Contact Person:
Contact Email:
Contact Phone:
Description:

Funding Information $(thousands)

Project Phase	Funding	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028
CONSTRUCTION	LF	$0	$0	$990	$0	$0
CONSTRUCTION	TALT	$0	$0	$1,005	$0	$0
PRELIMINARY ENGINEERING	LF	$750	$0	$0	$0	$0
PRELIMINARY ENGINEERING	TALT	$5	$0	$0	$0	$0

Funding Chart $(thousands)



NORTH BAY VILLAGE - KENNEDY CAUSEWAY COMPLETE STREETS PROJECT

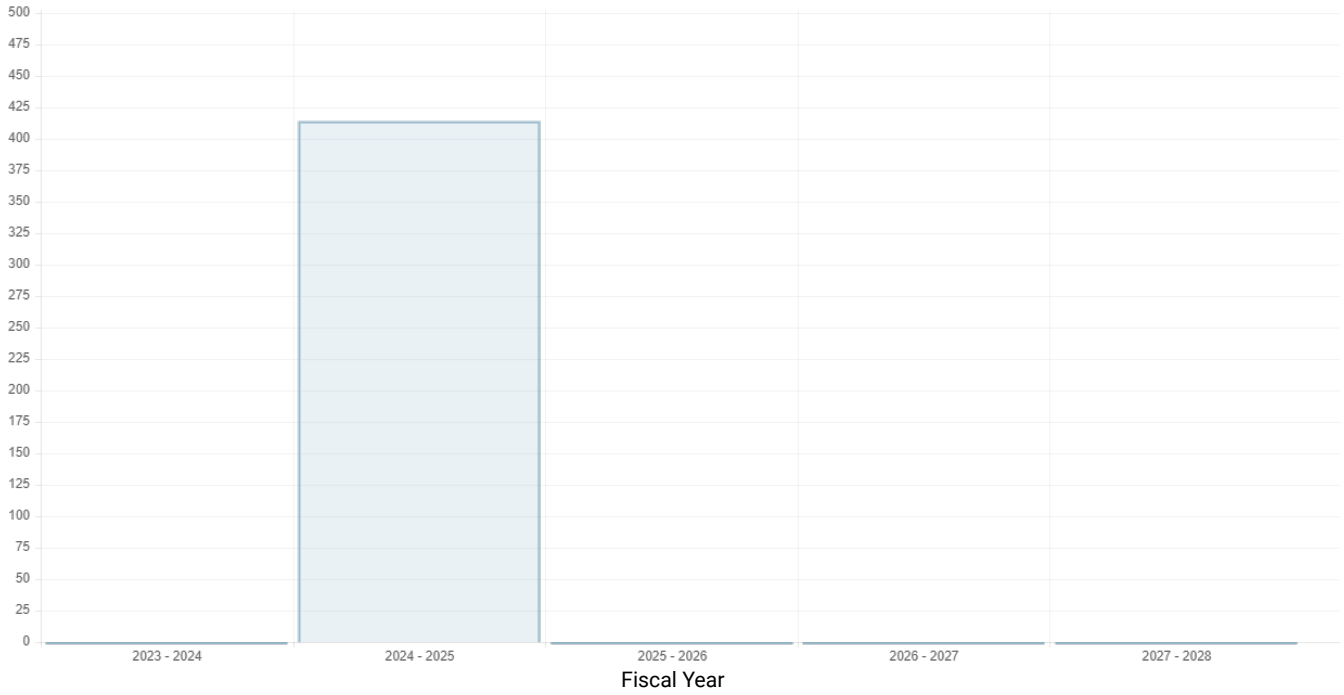
2024 Transportation Improvement Program

Project Type: Pedestrian/Bicycle
MPO Project No.: DT4486291
Type of Work: PEDESTRIAN SAFETY IMPROVEMENT
TIP Year: 2024
Construction Year: 2025
From:
To:
Agency: FL Dept. of Transportation
Management Agency: CITY OF NORTH BAY VILLAGE
Agency Project No: 4486291
Status:
Contact Person:
Contact Email:
Contact Phone:
Description:

Funding Information $(thousands)

Project Phase	Funding	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028
CONSTRUCTION	CIGP	$0	$207	$0	$0	$0
CONSTRUCTION	LF	$0	$207	$0	$0	$0
PRELIMINARY ENGINEERING	CIGP	$0	$0	$0	$0	$0
PRELIMINARY ENGINEERING	LF	$0	$0	$0	$0	$0

Funding Chart $(thousands)



Appendix F
Project Trip Generation

Scenario - 2

Scenario Name: May 2024 Existing
User Group:
Dev. phase: 1
No. of Years to Project Traffic : 0
Analyst Note:
Warning: The time periods among the land uses do not appear to match.

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method / Rate/Equation	Entry / Split%	Exit / Split%	Total
220 - Multifamily Housing (Low-Rise) - Not	General Urban/Suburban	Dwelling Units	87	Weekday	Best Fit (LIN)	316	316	632
Data Source: Trip Generation Manual, 11th Ed					T = 6.41(X) + 75.31	50%	50%	
220(1) - Multifamily Housing (Low-Rise) - Not	General Urban/Suburban	Dwelling Units	87	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.	Best Fit (LIN)	12	38	50
Data Source: Trip Generation Manual, 11th Ed					T = 0.31(X) + 22.85	24%	76%	
220(2) - Multifamily Housing (Low-Rise) - Not	General Urban/Suburban	Dwelling Units	87	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Best Fit (LIN)	37	21	58
Data Source: Trip Generation Manual, 11th Ed					T = 0.43(X) + 20.55	63%	37%	

Scenario - 4

Scenario Name: May 2024 Proposed
User Group:
Dev. phase: 1
No. of Years to Project Traffic : 0
Analyst Note:
Warning: The time periods among the land uses do not appear to match.

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method / Rate/Equation	Entry / Split%	Exit / Split%	Total
222(3) - Multifamily Housing (High-Rise) - Not	General Urban/Suburban	Dwelling Units	364	Weekday	Best Fit (LIN)	873	873	1746
Data Source: Trip Generation Manual, 11th Ed					T = 3.76(X) + 377.04	50%	50%	
222(1) - Multifamily Housing (High-Rise) - Not	General Urban/Suburban	Dwelling Units	364	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.	Best Fit (LIN)	26	73	99
Data Source: Trip Generation Manual, 11th Ed					T = 0.22(X) + 18.85	26%	74%	
222(2) - Multifamily Housing (High-Rise) - Not	General Urban/Suburban	Dwelling Units	364	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Best Fit (LIN)	73	45	118
Data Source: Trip Generation Manual, 11th Ed					T = 0.26(X) + 23.12	62%	38%	

Commuting Characteristics by Sex

United States Census Bureau

Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

	Census Tract 39.18; Miami-Dade County; Florida					
	Total		Male		Female	
Label	Estimate	Margin of Error	Estimate	Margin o	Estimat	Margin of Error
Workers 16 years and over	1,831	±403	933	±197	898	±284
MEANS OF TRANSPORTATION TO WORK						
Car, truck, or van	78.6%	±8.1	76.5%	±10.2	80.7%	±10.2
Drove alone	69.4%	±8.5	70.3%	±10.3	68.4%	±11.4
Carpooled	9.2%	±6.3	6.2%	±4.4	12.4%	±10.3
In 2-person carpool	8.5%	±6.4	5.5%	±4.4	11.6%	±10.4
In 3-person carpool	0.8%	±1.4	0.8%	±1.4	0.8%	±1.4
In 4-or-more person carpool	0.0%	±2.7	0.0%	±5.2	0.0%	±5.4
Workers per car, truck, or van	1.07	±0.04	1.04	±0.03	1.08	±0.07
Public transportation (excluding taxicab)	2.6%	±2.7	4.3%	±4.8	0.8%	±1.1
Walked	0.0%	±2.7	0.0%	±5.2	0.0%	±5.4
Bicycle	0.4%	±0.7	0.8%	±1.4	0.0%	±5.4
Taxicab, motorcycle, or other means	3.0%	±2.5	3.4%	±3.2	2.6%	±2.9
Worked from home	15.5%	±6.9	15.0%	±9.6	15.9%	±9.3
PLACE OF WORK						
Workers 16 years and over who did not work fron	1,548	±403	793	±181	755	±296
VEHICLES AVAILABLE						
PERCENT ALLOCATED						

Table Notes

Commuting Characteristics by Sex

Survey/Program: American Community Survey

Year: 2022

Estimates: 5-Year

Table ID: S0801

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, the decennial census is the official source of population totals for April 1st of eac decennial year. In between censuses, the Census Bureau's Population Estimates Program produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

Information about the American Community Survey (ACS) can be found on the ACS website. Supporting documentation including code lists, subject definitions, data accuracy, and statistical test and a full list of ACS tables and table shells (without estimates) can be found on the Technical Documentation section of the ACS website.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Source: U.S. Census Bureau, 2018-2022 American Community Survey 5-Year Estimates

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.

The 12 selected states are Connecticut, Maine, Massachusetts, Michigan, Minnesota, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, and Wisconsin.

Workers include members of the Armed Forces and civilians who were at work last week.

When information is missing or inconsistent, the Census Bureau logically assigns an acceptable value using the response to a related question or questions. If a logical assignment is not possible data are filled using a statistical process called allocation, which uses a similar individual or household to provide a donor value. The "Allocated" section is the number of respondents who receive an allocated value for a particular subject.

Several means of transportation to work categories were updated in 2019. For more information, see: Change to Means of Transportation.

The 2018-2022 American Community Survey (ACS) data generally reflect the March 2020 Office of Management and Budget (OMB) delineations of metropolitan and micropolitan statistical areas certain instances, the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB delineation lists due to differences in the effective dates of the geograph entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on 2020 Census data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

E nation of Symbols:

-

The estimate could not be computed because there were an insufficient number of sample observations. For a ratio of medians estimate, one or both of the median estimates falls in the lowest interval or highest interval of an open-ended distribution. For a 5-year median estimate, the margin of error associated with a median was larger than the median itself.

N

The estimate or margin of error cannot be displayed because there were an insufficient number of sample cases in the selected geographic area.

(X)

The estimate or margin of error is not applicable or not available.

median-

The median falls in the lowest interval of an open-ended distribution (for example "2,500-")

median+

The median falls in the highest interval of an open-ended distribution (for example "250,000+").

**

The margin of error could not be computed because there were an insufficient number of sample observations.

***

The margin of error could not be computed because the median falls in the lowest interval or highest interval of an open-ended distribution.

*****

A margin of error is not appropriate because the corresponding estimate is controlled to an independent population or housing estimate. Effectively, the corresponding estimate has no sampling error and the margin of error may be treated as zero.

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 04/29/2024

PROPERTY INFORMATION

Folio	23-3209-030-0001 **(Reference)**
Property Address	0 , FL
Owner	REFERENCE ONLY
Mailing Address	
Primary Zone	4100 MULTI-FAMILY - 101+ U/A
Primary Land Use	0000 REFERENCE FOLIO
Beds / Baths /Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	0 Sq.Ft
Year Built	0



ASSESSMENT INFORMATION

Year	2023	2022	2021
Land Value	$0	$0	$0
Building Value	$0	$0	$0
Extra Feature Value	$0	$0	$0
Market Value	$0	$0	$0
Assessed Value	$0	$0	$0

BENEFITS INFORMATION

Benefit	Type	2023	2022	2021

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION

MAJESTIC ISLE CONDO
HARBOR ISLAND PB 44-72
S160FT OF W180FT OF TR B & LOT
63
AS DESC IN DECL OR 10731-1727

TAXABLE VALUE INFORMATION

Year	2023	2022	2021
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

7946 East Dr North Bay Village, FL 33141

Majestic Isles

3 Floors

$137,000 - $535,000

View Mortgage Rates | View Available Units



Total units	For sale	For rent
35	1	INQUIRE

Do you want to talk with a
Majestic Isles Specialist?



Majestic Isles
Building Advisor

CONNECT WITH THE LOCAL REAL ESTATE ADVISOR 800-900-2952

A mortgage that's flexible and affordable.
Equal Housing Lender. Member FDIC.
us bank
Get st
1388

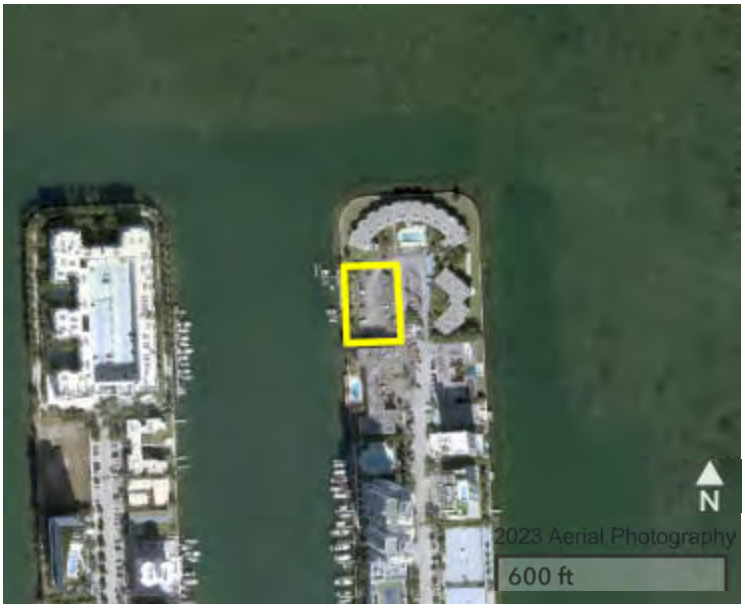
OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 04/29/2024

PROPERTY INFORMATION

Folio	23-3209-001-0021
Property Address	8000 EAST DR NORTH BAY VILLAGE, FL 33141-0000
Owner	BAY-FOUR INC , BISCAYNE SEA CLUB INC
Mailing Address	400 PARK AVE NEW YORK, NY 10022
Primary Zone	4000 MULTI-FAMILY - 63-100 U/A
Primary Land Use	0951 COMMON AREAS
Beds / Baths /Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	28,000 Sq.Ft
Year Built	0



ASSESSMENT INFORMATION

Year	2023	2022	2021
Land Value	$0	$0	$0
Building Value	$0	$0	$0
Extra Feature Value	$0	$0	$0
Market Value	$0	$0	$0
Assessed Value	$0	$0	$0

BENEFITS INFORMATION

Benefit	Type	2023	2022	2021

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION

HARBOR ISLAND PB 44-72
N200FT OF W140FT OF S360FT
OF TR B
LOT SIZE 28000 SQ FT
NAS COMMON AREA FOR BAY WATER CONDO

TAXABLE VALUE INFORMATION

Year	2023	2022	2021
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
10/31/2023	$47,700,000	33980-2397	Unable to process sale due to deed errors

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 04/29/2024

PROPERTY INFORMATION

Folio	23-3209-021-0001 **(Reference)**
Property Address	0 , FL
Owner	REFERENCE ONLY
Mailing Address	
Primary Zone	0100 SINGLE FAMILY - GENERAL
Primary Land Use	0000 REFERENCE FOLIO
Beds / Baths /Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	0 Sq.Ft
Year Built	0



ASSESSMENT INFORMATION

Year	2023	2022	2021
Land Value	$0	$0	$0
Building Value	$0	$0	$0
Extra Feature Value	$0	$0	$0
Market Value	$0	$0	$0
Assessed Value	$0	$0	$0

BENEFITS INFORMATION

Benefit	Type	2023	2022	2021

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION

BISCAYNE SEA CLUB CO-OP
HARBOR ISLAND PB 44-72
ALL TR B LESS S160FT & LESS
BEG 160FTN & 160FTW OF SE COR OF
TR B W40FT N55FT E40FT S55FT TO

TAXABLE VALUE INFORMATION

Year	2023	2022	2021
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Biscayne Sea Club, Inc.



Biscayne Sea Club is a cooperative built in 1955 with a total of fifty one units. It is located on Harbor Island in North Bay Village. The addresses are 8000 - 8010 - 8020 East Drive, North Bay Village, FL 33141.

Biscayne Sea Club is managed by Quest Management Group of Florida. Office phone number is 786-298-2050.

Please see the Documents page for application, documents, rules and regulations and forms.

BOARD OF DIRECTORS 2022

Biscayne Sea Club

Alina Lopez	President
	Secretary
Isaac Acevedo	Building Director
Norma Blanco	Grounds Director
Pasquale Varone	Treasurer

Bay Four, Inc

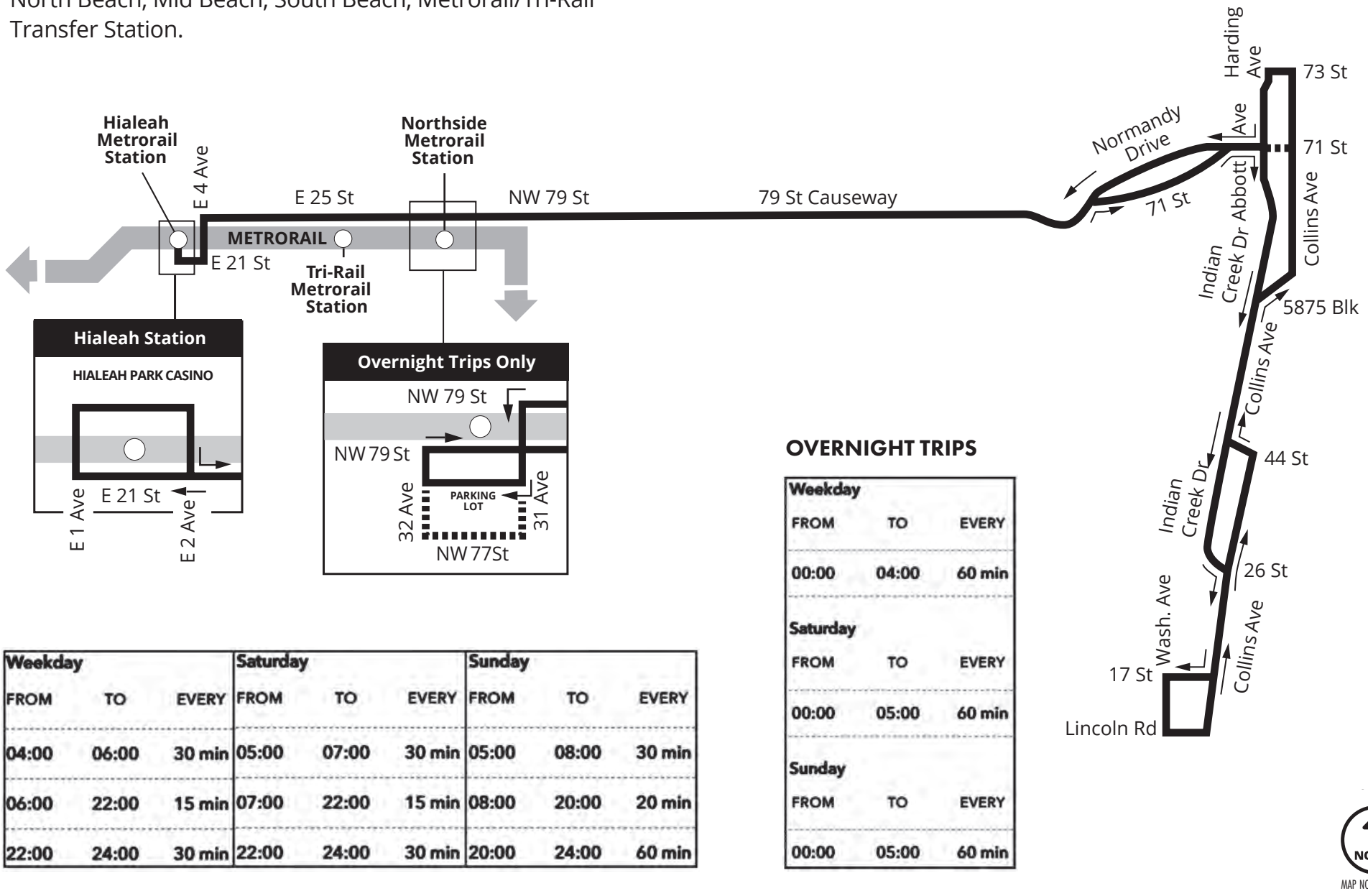
Allan Maquieira	President
Mauricio Escobar	Sec/Treasurer
Alina Lopez	Vice President
Isaac Acevedo	Director
	Director

Appendix G
Transit Documentation

ROUTE 79

HIALEAH STATION TO MIAMI BEACH BEACH VIA 79TH ST

Weekday and weekend service from Hialeah Station to Miami Beach via 79 St. Route serves Northside Station, North Beach, Mid Beach, South Beach, Metrorail/Tri-Rail Transfer Station.



Weekday			Saturday			Sunday		
FROM	TO	EVERY	FROM	TO	EVERY	FROM	TO	EVERY
04:00	06:00	30 min	05:00	07:00	30 min	05:00	08:00	30 min
06:00	22:00	15 min	07:00	22:00	15 min	08:00	20:00	20 min
22:00	24:00	30 min	22:00	24:00	30 min	20:00	24:00	60 min

OVERNIGHT TRIPS

Weekday		
FROM	TO	EVERY
00:00	04:00	60 min
Saturday		
FROM	TO	EVERY
00:00	05:00	60 min
Sunday		
FROM	TO	EVERY
00:00	05:00	60 min

NORTH

MAP NOT TO SCALE

SERVICE FREQUENCIES

FRECUENCIAS DE SERVICIO / FREKANS SÈVIS YO

	FROM DESDE / DE	TO HASTA / A	EVERY CADA / CHAK
WEEKDAY DIAS LABORABLES LASEMÈN	**5:45 a.m.**	**8:15 a.m.**	**24 min**
	4:00 p.m.	**6:00 p.m.**	**24 min**

Frequencies are approximate and may vary depending on traffic and road conditions.
Las frecuencias son aproximadas, pues dependen del tráfico y otras condiciones de las vías.
Asosye yo apwoksimatif epi yo ka varye selon kondisyon sikilasyon sou wout yo.



Language Assistance: Miami-Dade Transit (MDT) is committed to providing information about its transit services to passengers with limited English as part of its non-discrimination program. MDT publishes route information in Spanish and Haitian Creole and offers assistance in both languages at our Call Center at 3-1-1 or 305- 468-5900. For more information, call MDT's Office of Civil Rights & Labor Relations at 786-469-5486.

Miami-Dade County provides equal access and equal opportunity in employment and does not discriminate on the basis of disability in its programs or services. Auxiliary aids and services for communication are available with five days' advance notice. For material in alternate format (audiotape, Braille or computer disk), a signlanguage interpreter or other accommodations, please contact: Miami-Dade Transit, Office of Civil Rights and Labor Relations, 701 NW 1st Court, Suite 1700, Miami, FL 33136. Attention: ADA Coordinator. Telephone: 786-469-5225, Fax: 786-469-5589. E-mail: DTPW-ADA@miamidade.gov.

Español: El Departamento de Transporte Público de Miami-Dade (MDT, su sigla en inglés) está dedicado a proveer información sobre sus servicios a los pasajeros que no hablan inglés. MDT publica información sobre sus rutas de autobús en español y creole haitiano y ofrece asistencia en ambos idiomas en nuestro Centro de Llamadas en el 3-1-1 o 305-468-5900. Para más informacion, llame la Oficina de Derechos Humanos y Relaciones Laborales de MDT al 786-469-5486.

El Condado de Miami-Dade ofrece igualdad de acceso y de oportunidades en el empleo y no practica la discriminación por discapacidad, en sus programas o servicios. Los dispositivos y servicios de ayuda auditiva para la comunicación están disponibles previa solicitud, con cinco días de anticipación. Para obtener materiales en formato alternativo (cinta de audio, Braille o disco de computadora), para solicitar un intérprete del lenguaje de las señas u otros servicios similares sírvase llamar a: Transporte de Miami-Dade, Oficina de Derechos Civiles y Relaciones Laborales, 701 NW 1st Court, Suite 1700, Miami, FL 33136. Atención: ADA Coordinator. Teléfono: 786-469-5225, Fax: 786-469-5589. Correo electrónico: DTPW-ADA@miamidade.gov.

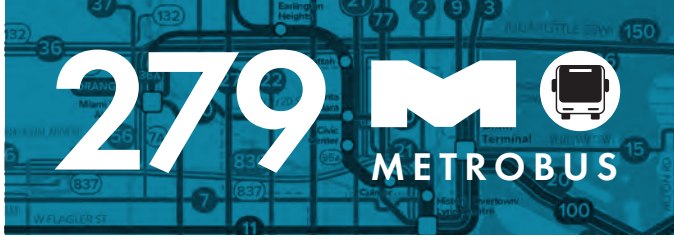
Kreyòl Ayisyen: Miami-Dade Transit (MDT) angaje li a bay pasaje ak konesans limite an Anglè yo tout enfòmasyon sou sèvis transpò piblik nan lang pa yo. MDT pibliye enfòmasyon sou trajè otobis yo an Espanyòl ak an Kreyòl Ayisyen epi li bay asistans nan toude lang yo nan Sant Repons nou an 3-1-1 oswa 305-468-5900. Pou plis enfòmasyon, rele Biwo Dwa Sivik ak Relasyon Travay MDT la nan 786-469-5486.

Konte Miami-Dade bay aksè ak opòtinite egal ego nan anplwa epi li pa fè diskriminasyon baze sou enfi mite nan pwogram li yo ak sèvis li yo. Aparèy ak sèvis kominikasyon pou moun ki pa tande/wè byen yo disponib ak yon preyavi senk jou. Pou jwenn dokiman nan lòt fòma (tep odyo, Bray oswa disk konpit), sèvis yon entèprèt ki pale lang siy oswa lòt akomodasyon, tanpri kontakte: Miami-Dade Transit, Biwo Dwa Civil ak Relasyon Travay, 701 NW 1st Court, Suite 1700, Miami, FL 33136. Atansyon: ADA Coordinator. Telefòn: 786-469-5225, Faks: 786-469-5589. Imel: DTPW-ADA@miamidade.gov.

miamidade.gov/transportation

Information • Información • Enfòmasyon
311 (305.468.5900) TTY/Florida Relay: **711**

@GoMiamiDade **GO Miami-Dade Transit**



MARCH 2024 MARZO 2024 | MAS 2024

79 STREET MAX

- Limited-stop weekday morning and afternoon service.
- Travels from Northside Metrorail station to 73 St & Collins Ave on Miami Beach along NW/NE 79 St and the 79th Street Causeway.

- Servicio con paradas limitadas en las mañanas y las tardes de los días laborables.
- Va desde la estación Northside del Metrorail hasta 73 St y Collins Ave en Miami Beach, pasando por NW/NE 79 St y 79th Street Causeway.

- Sèvis arè limite nan maten ak apremidi nan lasemèn.
- Vwayaje soti nan estasyon Northside Metrorail pou rive nan 73 St & Collins Ave sou Miami Beach sou NW/NE 79 St ak 79th Street Causeway.

MORE INFORMATION
MÁS INFORMACIÓN | PLIS ENFÒMASYON

DRIVE LESS. LIVE MORE.™

MIAMI-DADE COUNTY
DEPARTMENT OF TRANSPORTATION AND PUBLIC 1394

279

79 STREET MAX



NBAYVL North Bay Village Shuttle

Get The App

The NBAYVL bus line North Bay Village Shuttle has one route. For regular weekdays, their operation hours are:
(1) North Bay Village Shuttle: 7:00 AM - 6:00 PM
Use the Moovit App to find the closest NBAYVL bus station near you and find out when is the next NBAYVL bus arriving.

Direction: North Bay Village Shuttle

29 stops
VIEW LINE SCHEDULE

- City Of North Bay Village Public Works
- Bay Villlage Condo West
- Buccaneer Av@S Treasure Dr
- N Treasure Dr@W Treasure Dr
- N Treasure Dr@Hispanola Av
- Bay Village Condo East
- Treasures on Bay
- Treasure Island Elementary North
- 79 Stcy & E Treasure Dr
- 79 Stcy & Op # 1800
- 79 Stcy & Hispanola Av
- 79 Stcy & Adventure Av
- 79 Stcy & Harbor Island Dr
- Old City Hall
- The Lido
- Biscayne Sea Club
- Blu Rentals
- Vogel Park
- Island Market
- Beach View@79 St Pkwy
- Beach View@Bay Terrace
- Bay Terrace@Miami View Dr

NBAYVL bus Time Schedule

North Bay Village Shuttle Route Timetable:

Sunday	Not Operational
Monday	7:00 AM - 6:00 PM
Tuesday	7:00 AM - 6:00 PM
Wednesday	7:00 AM - 6:00 PM
Thursday	7:00 AM - 6:00 PM
Friday	7:00 AM - 6:00 PM
Saturday	Not Operational

NBAYVL bus Info

Direction: North Bay Village Shuttle
Stops: 29
Trip Duration: 55 min
Line Summary:

Miami View Dr@ 79 St Pkwy

79 Stcy & Adventure Av

Village Hall

79 Stcy & # 1800

79 Stcy & E Treasure Dr

Treasure Island Elementary South

City Of North Bay Village Public Works



NBAYVL bus time schedules and route maps are available in an offline PDF at moovitapp.com. Use the Moovit App to see live bus times, train schedule or subway schedule, and step-by-step directions for all public transit in Miami.

About Moovit • MaaS Solutions • Supported Countries • Mooviter Community

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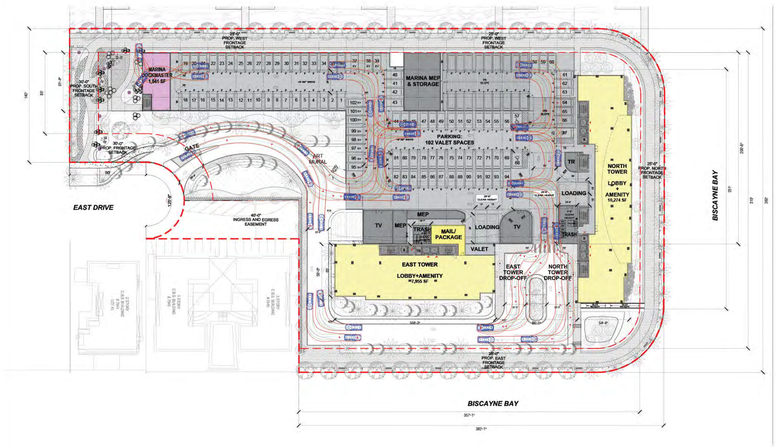
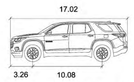
Check Live Arrival Times

Use Web App | Download on the App Store | GET IT ON Google Play

Appendix H
AutoTURN Analysis

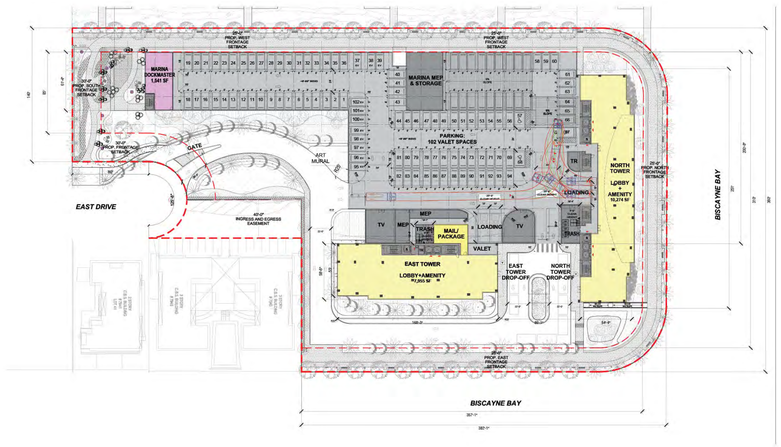


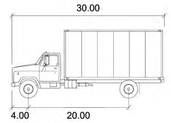


Chevrolet Traverse 2018

	feet
Width	: 6.55
Track	: 6.35
Lock to Lock Time	: 6.0
Steering Angle	: 36.6

PASSENGER VEHICLE GA-RAGE CIRCULATION GROUND LEVEL

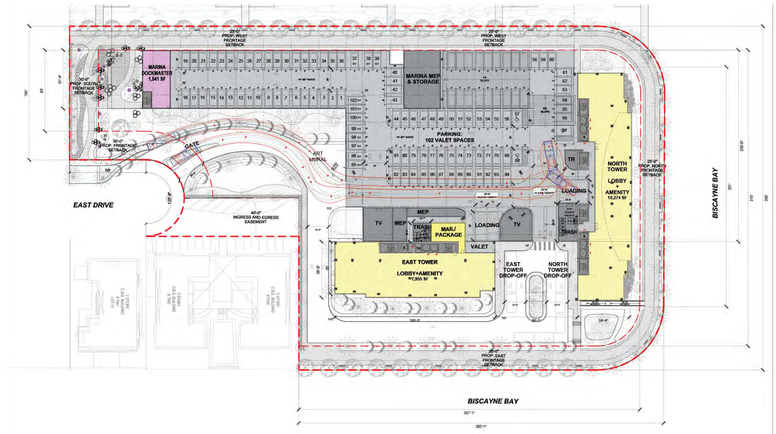


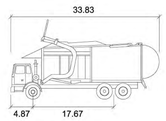


SU-30

	feet
Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 31.8

SU-30 LOADING CIRCULATION GROUND LEVEL

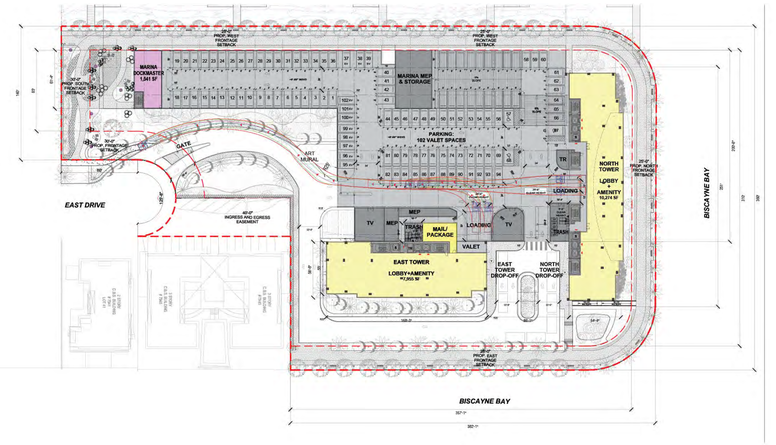


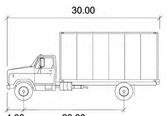


Wayne Titan

	feet
Width	: 8.46
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 45.0

REFUSE TRUCK LOADING CIRCILATION GROUND LEVEL

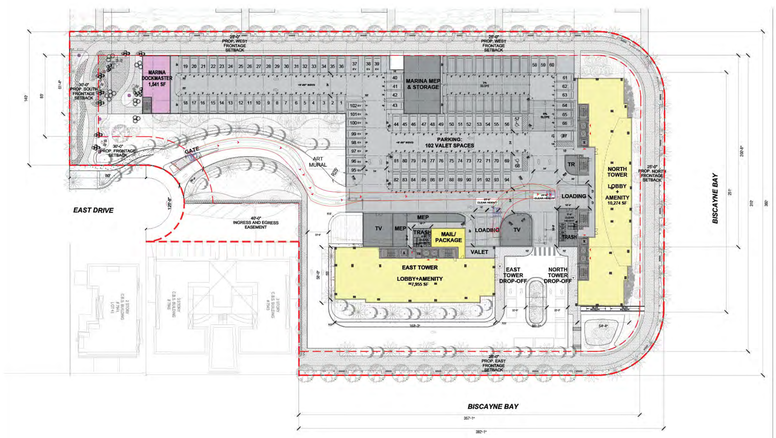


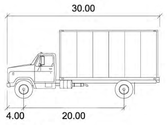


SU-30

	feet
Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 31.8

SU-30 LOADING CIRCULATION GROUND LEVEL





SU-30

	feet
Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 31.8

SU-30 LOADING CIRCULATION GROUND LEVEL

LEGEND

- VEHICLE OVERHANG
- VEHICLE PATH CENTERLINE \DIRECTION OF TRAVEL
- FRONT TIRES
- REAR TIRES

ARQUITECTONICA
2900 Oak Avenue, Miami, FL 33133
T: 305.372.1812

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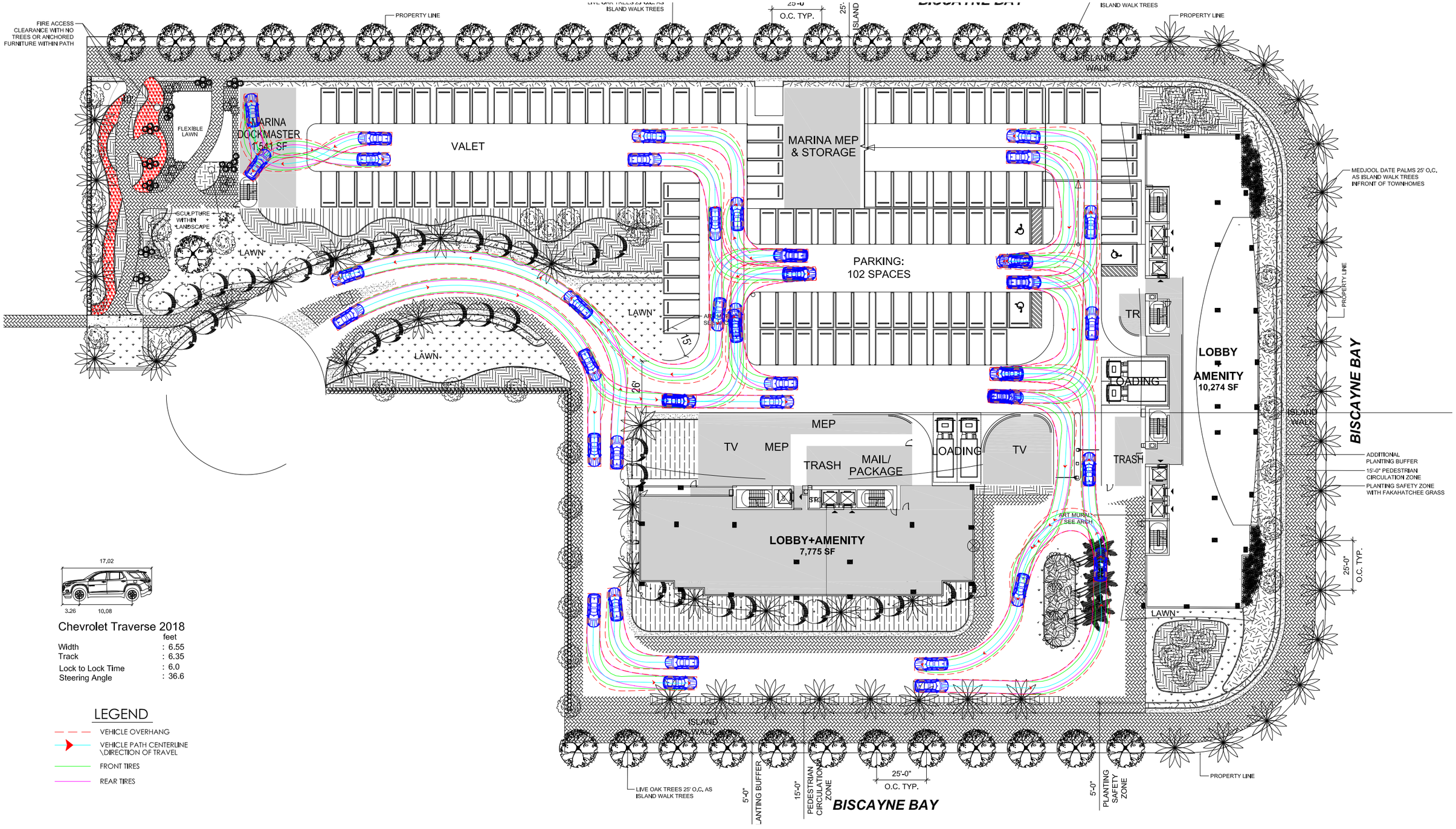
HARBOR ISLAND DEVELOPING COMPANY, LLC
2850 TIGERTAIL AVE, SUITE 800
MIAMI, FL 33133

HARBOR ISLAND
8000 EAST DRIVE
NORTH BAY VILLAGE, FL

MANEUVERABILITY STUDY

DATE:
03/26/2025

A0-14



Chevrolet Traverse 2018

	feet
Width	: 6.55
Track	: 6.35
Lock to Lock Time	: 6.0
Steering Angle	: 36.6

LEGEND

- VEHICLE OVERHANG
- VEHICLE PATH CENTERLINE \DIRECTION OF TRAVEL
- FRONT TIRES
- REAR TIRES

DAVID PLUMMER & ASSOCIATES,INC.
TRAFFIC ENGINEERING ∘ CIVIL ENGINEERING ∘ TRANSPORTATION PLANNING
CORAL GABLES FORT MYERS
1750 PONCE DE LEON BLVD. CORAL GABLES FL 33134 TEL: (305) 447-0900 EMAIL: WWW.DPA@DPLUMMER.COM
CERTIFICATE OF AUTHORIZATION EB 2690

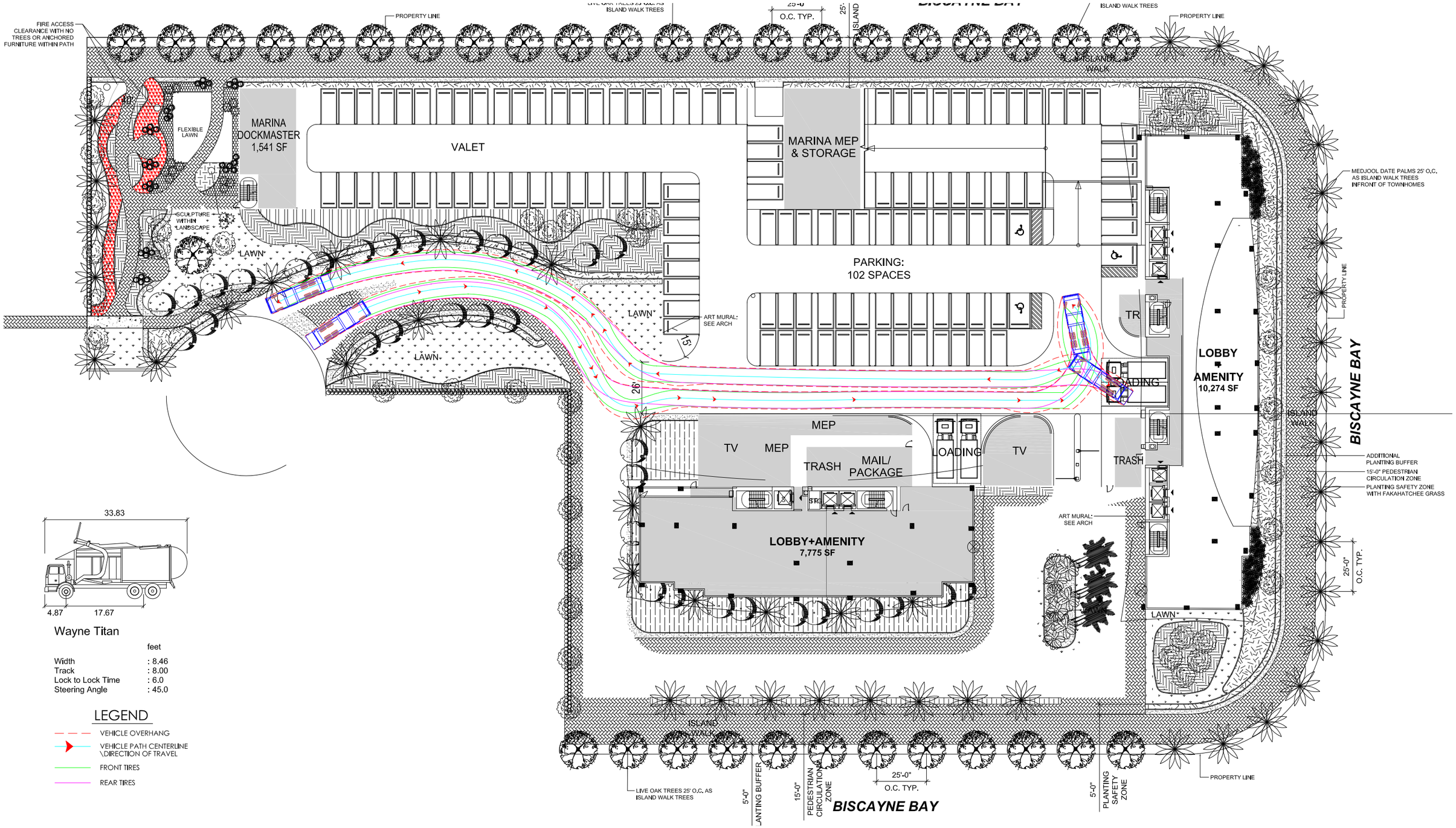
HARBOR ISLAND
8000,8010,8020 , EAST DRIVE
NORTH BAY VILLAGE, FL

PASSENGER VEHICLE GARAGE CIRCULATION GROUND LEVEL

DATE: 10/16/2024

N

SCALE: N.T.S.



Wayne Titan

	feet
Width	: 8.46
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 45.0

LEGEND

- VEHICLE OVERHANG
- VEHICLE PATH CENTERLINE \DIRECTION OF TRAVEL
- FRONT TIRES
- REAR TIRES

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CORAL GABLES FORT MYERS
1750 PONCE DE LEON BLVD. CORAL GABLES FL 33134 TEL: (305) 447-0900 EMAIL: WWW.DPA@DPLUMMER.COM
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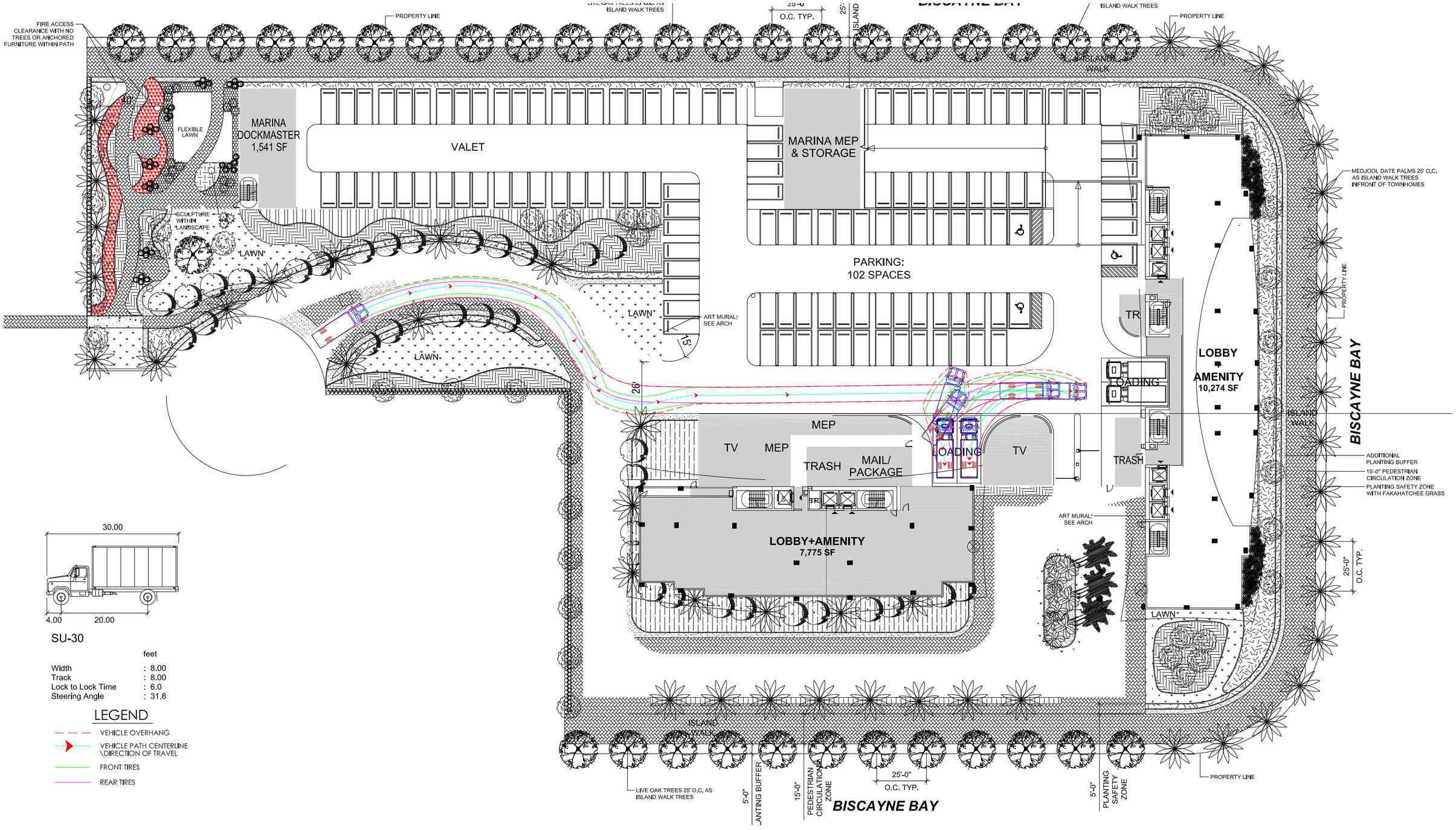
HARBOR ISLAND
8000,8010,8020 , EAST DRIVE
NORTH BAY VILLAGE, FL

REFUSE TRUCK LOADING CIRCULATION GROUND LEVEL

DATE: 10/16/2024

N

SCALE: N.T.S.



SU-30

	feet
Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 31.8

LEGEND

- VEHICLE OVERHANG
- VEHICLE PATH CENTERLINE \DIRECTION OF TRAVEL
- FRONT TIRES
- REAR TIRES

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CERTIFICATE OF AUTHORIZATION EB 2690

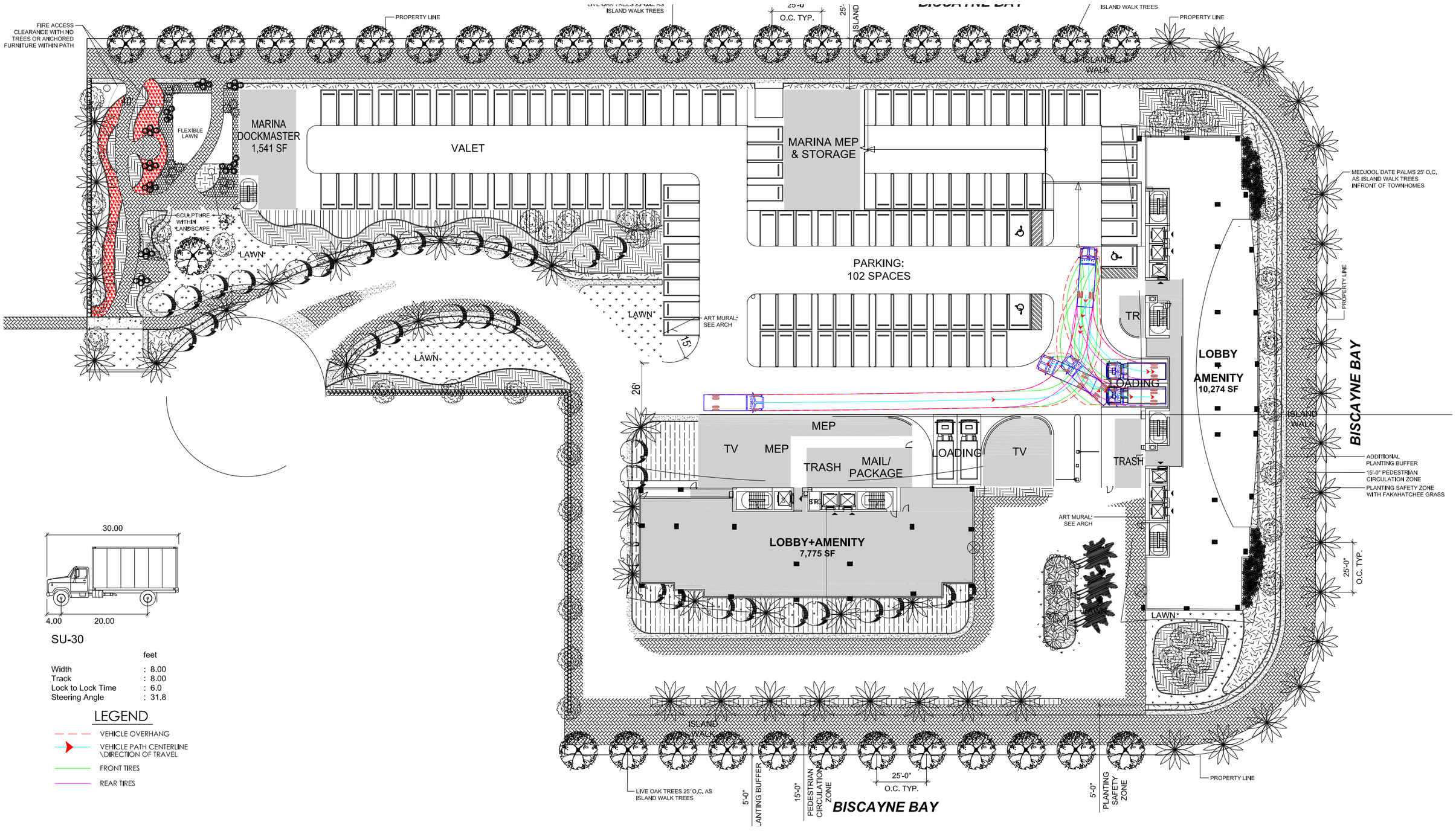
HARBOR ISLAND
8000,8010,8020 , EAST DRIVE
NORTH BAY VILLAGE, FL

SU-30
LOADING CIRCULATION
GROUND LEVEL

DATE:
10/16/2024

N

SCALE: N.T.S.



SU-30

	feet
Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 31.8

LEGEND

- VEHICLE OVERHANG
- VEHICLE PATH CENTERLINE \DIRECTION OF TRAVEL
- FRONT TIRES
- REAR TIRES

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CORAL GABLES FORT MYERS
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CERTIFICATE OF AUTHORIZATION EB 2690

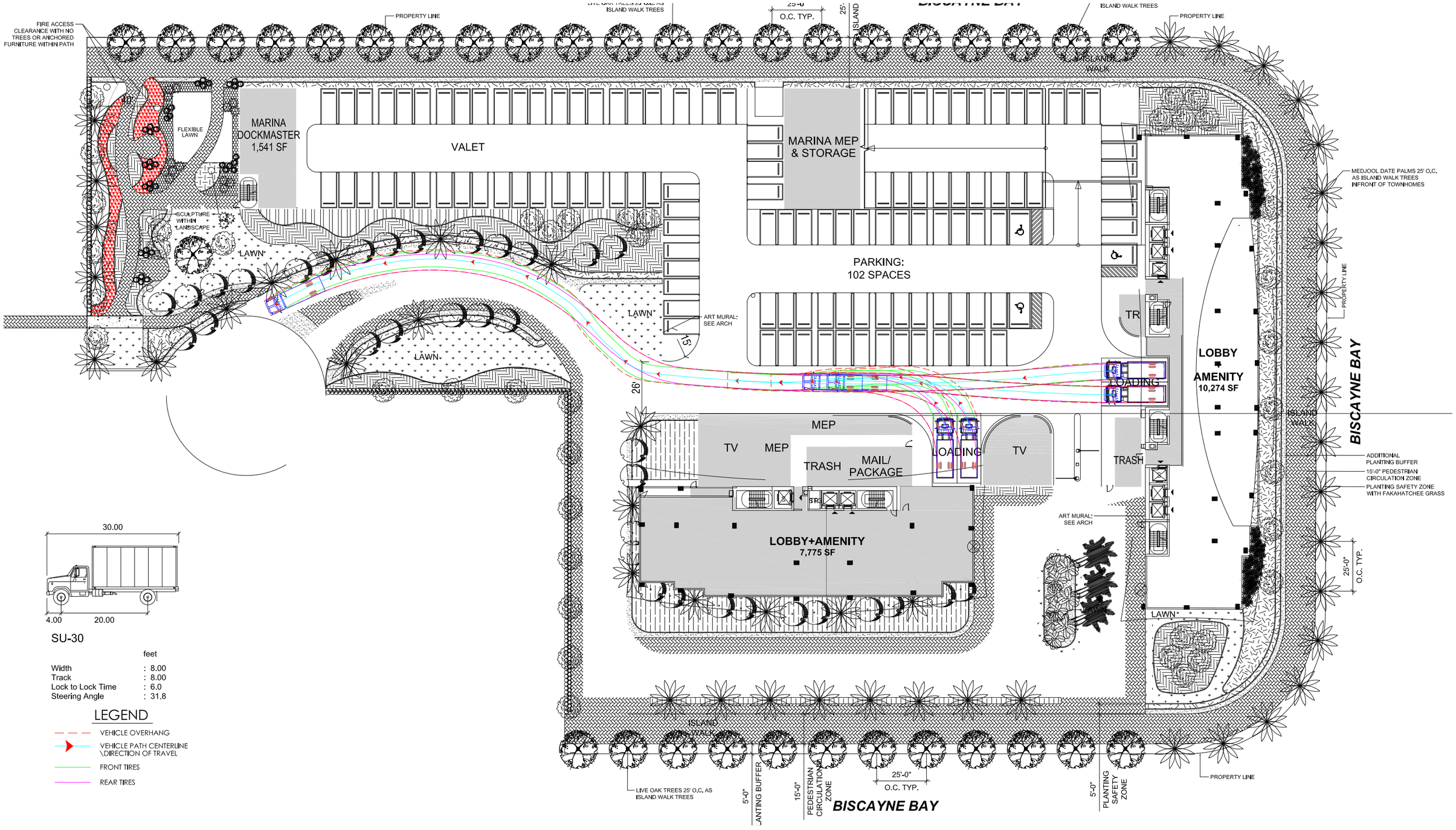
HARBOR ISLAND
8000,8010,8020 , EAST DRIVE
NORTH BAY VILLAGE, FL

SU-30
LOADING CIRCULATION
GROUND LEVEL

DATE:
10/16/2024

N

SCALE: N.T.S.



SU-30

	feet
Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 31.8

LEGEND

- VEHICLE OVERHANG
- VEHICLE PATH CENTERLINE \DIRECTION OF TRAVEL
- FRONT TIRES
- REAR TIRES

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HARBOR ISLAND
8000,8010,8020 , EAST DRIVE
NORTH BAY VILLAGE, FL

SU-30
LOADING CIRCULATION
GROUND LEVEL

DATE:
10/16/2024

N

SCALE: N.T.S.

Appendix I
Queuing Analysis

Scenario - 5

Scenario Name: Queuing Analysis
User Group:
Dev. phase: 1
No. of Years to Project Traffic : 0
Analyst Note:
Warning: The time periods among the land uses do not appear to match.

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method Rate/Equation	Entry Split%	Exit Split%	Total
222(1) - Multifamily Housing (High-Rise) - Not	General	Dwelling Units	364	Weekday, AM Peak	Best Fit (LIN)	28	98	126
Data Source: Trip Generation Manual, 11th Ed	Urban/Suburban			Hour of Generator	T = 0.29(X) + 20.35	22%	78%	
222(2) - Multifamily Housing (High-Rise) - Not	General	Dwelling Units	364	Weekday, PM Peak	Best Fit (LIN)	91	56	147
Data Source: Trip Generation Manual, 11th Ed	Urban/Suburban			Hour of Generator	T = 0.35(X) + 19.12	62%	38%	

Shops at Merrick Park
Aurora Parking Garage

Garage Entrance Processing Time

Date: 2-May-17
Time: 5 - 6 pm

Car	Processing Time (sec)	Transaction Type	Car	Processing Time (sec)	Transaction Type
1	6.32	T	21	6.92	T
2	9.57	T	22	6.27	T
3	7.47	T	23	6.58	T
4	6.18	T	24	6.16	T
5	8.54	T	25	4.64	C
6	6.61	C	26	3.84	C
7	4.2	C	27	3.43	C
8	6.6	T	28	7.18	C
9	10.66	T	29	3.74	C
10	9.94	T	30	7.23	T
11	4.77	C	31	3.2	C
12	6.51	T	32	3.11	C
13	6.33	T	33	7.17	T
14	5.4	T	34	9.4	T
15	6.28	T	35	5.84	C
16	3.24	C	36	3.57	C
17	3.37	C			
18	7.97	T			
19	3.04	C			
20	6.07	T			

T= Ticket Dispenser
C= Card Reader

Ticket Dispenser Average	7.31 sec
Card Reader Average	4.25 sec
Combined Average	6.04 sec

location, a 5% probability of back-up onto the adjacent street is judged to be acceptable. Demand on the system for design is expected to be 110 vehicles in a 45-minute period. Average service time was expected to be 2.2 minutes. Is the queue storage adequate?

Such problems can be quickly solved using Equation (8–9b) given in Table 8-10 and repeated below for convenience.

$$M = \left[\frac{\ln P(x > M) - \ln Q_M}{\ln \rho}\right] - 1$$

where:

M = queue length which is exceeded p percent of the time
N = number of service channels (drive-in positions)
Q = service rate per channel (vehicles per hour)
$\rho = \dfrac{\text{demand rate}}{\text{service rate}} = \dfrac{q}{NQ}$ = utilization factor
q = demand rate on the system (vehicles per hour)
Q_M = tabled values of the relationship between queue length, number of channels, and utilization factor (see Table 8.11)

TABLE 8-11
Table of Q_M Values

ρ	$N = 1$	2	3	4	6	8	10
0.0	0.0000	0.0000	0.0000	0.0000			
0.1	.1000	.0182	.0037	.0008	.0000	0.0000	0.0000
.2	.2000	.0666	.0247	.0096	.0015	.0002	.0000
.3	.3000	.1385	.0700	.0370	.0111	.0036	.0011
.4	.4000	.2286	.1411	.0907	.0400	.0185	.0088
.5	.5000	.3333	.2368	.1739	.0991	.0591	.0360
.6	.6000	.4501	.3548	.2870	.1965	.1395	.1013
.7	.7000	.5766	.4923	.4286	.3359	.2706	.2218
.8	.8000	.7111	.6472	.5964	.5178	.4576	.4093
.9	.9000	.8526	.8172	.7878	.7401	.7014	.6687
1.0	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000

$\rho = \dfrac{q}{NQ} = \dfrac{\text{arrival rate, total}}{\text{(number of channels)(service rate per channel)}}$
N = number of channels (service positions)

Solution

Step 1: $Q = \dfrac{60 \text{ min/hr}}{2.2 \text{ min/service}} = 27.3$ services per hour

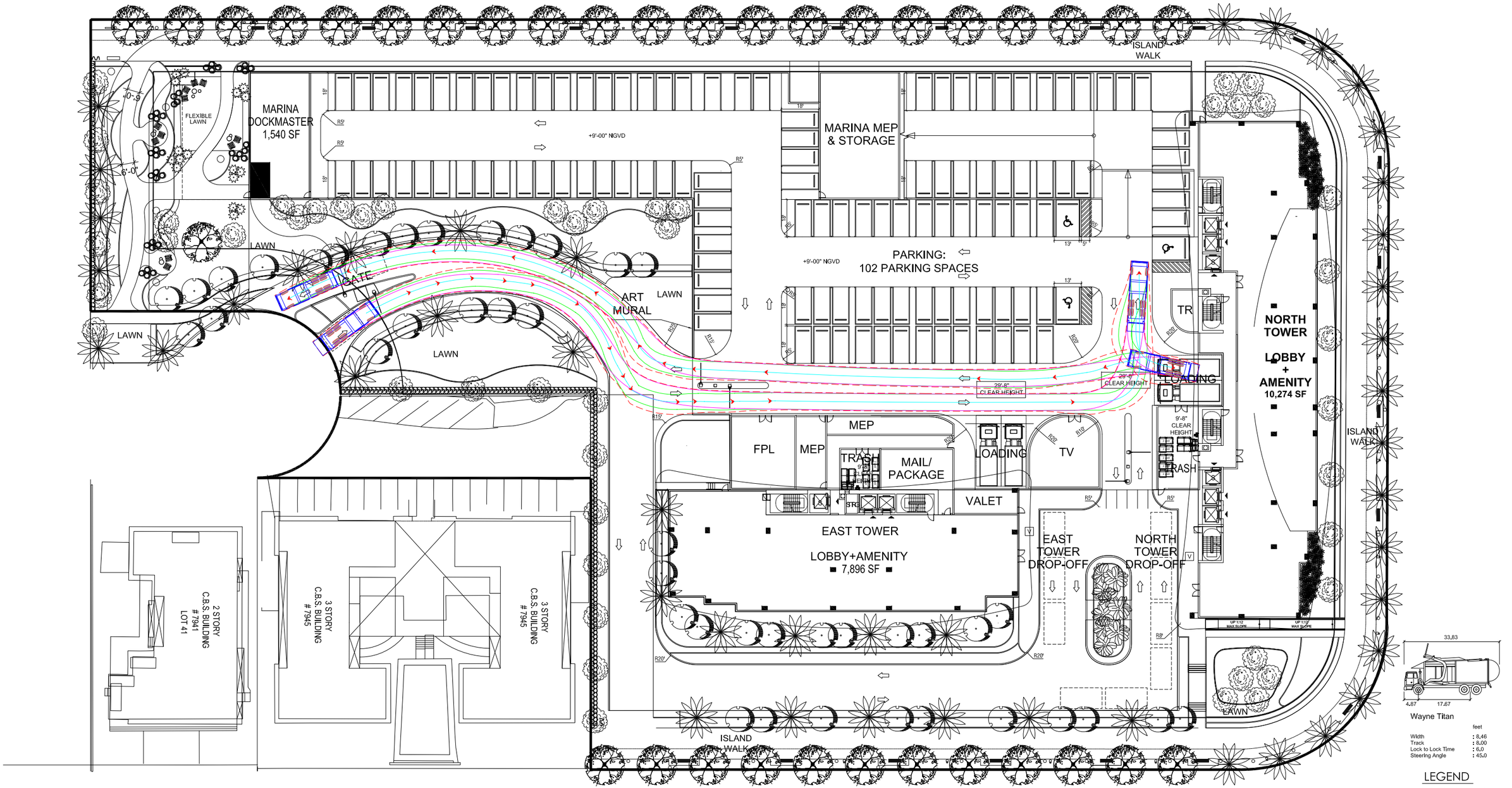
Step 2: $q = (110 \text{ veh}/45 \text{ min}) \times (60 \text{ min/hr}) = 146.7$ vehicles per hour

Step 3: $\rho = \dfrac{q}{NQ} = \dfrac{146.7}{(6)(27.3)} = 0.8956$

Step 4: $Q_M = 0.7303$ by interpolation between 0.8 and 0.9 for $N = 6$ from the table of Q_M values (see Table 8-11).

Step 5: The acceptable probability of the queue, M, being longer than the storage, 18 spaces in this example, was stated to be 5%. $P(x > M) = 0.05$, and:

$$M = \left[\frac{\ln 0.05 - \ln 0.7303}{\ln 0.8956}\right] - 1 = \left[\frac{-2.996 - (-0.314)}{-0.110}\right] - 1$$
$$= 24.38 - 1 = 23.38, \text{ say } 23 \text{ vehicles.}$$



DAVID PLUMMER & ASSOCIATES,INC.
TRAFFIC ENGINEERING ∘ CIVIL ENGINEERING ∘ TRANSPORTATION PLANNING
CORAL GABLES FORT MYERS
1750 PONCE DE LEON BLVD. CORAL GABLES FL 33134 TEL: (305) 447-0900 EMAIL: WWW.DPA@DPLUMMER.COM
CERTIFICATE OF AUTHORIZATION EB 2690

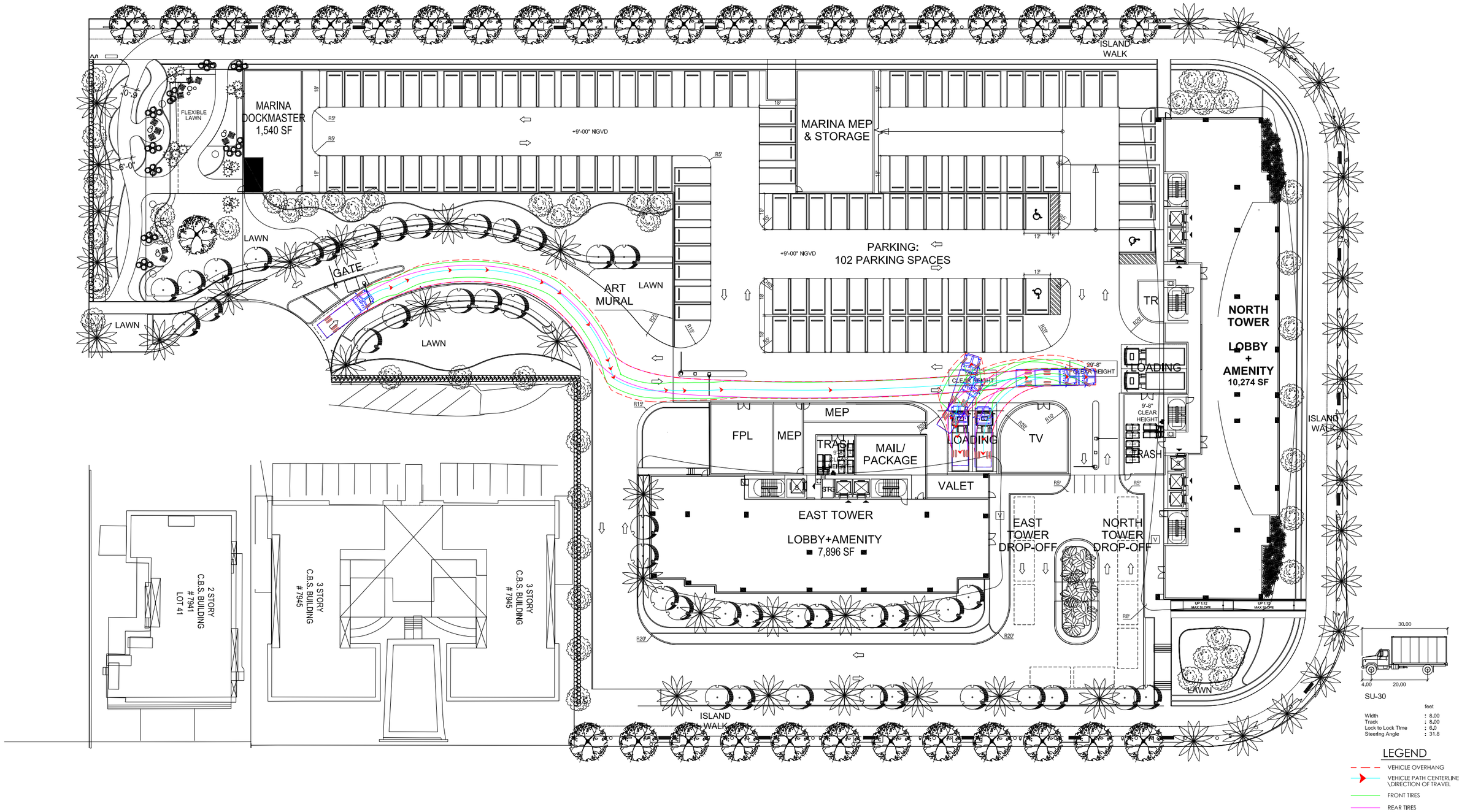
HARBOR ISLAND
8000,8010,8020 , EAST DRIVE
NORTH BAY VILLAGE, FL

REFUSE TRUCK LOADING CIRCULATION GROUND LEVEL

DATE: 06/25/2025

N

SCALE: N.T.S.



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CERTIFICATE OF AUTHORIZATION EB 2690

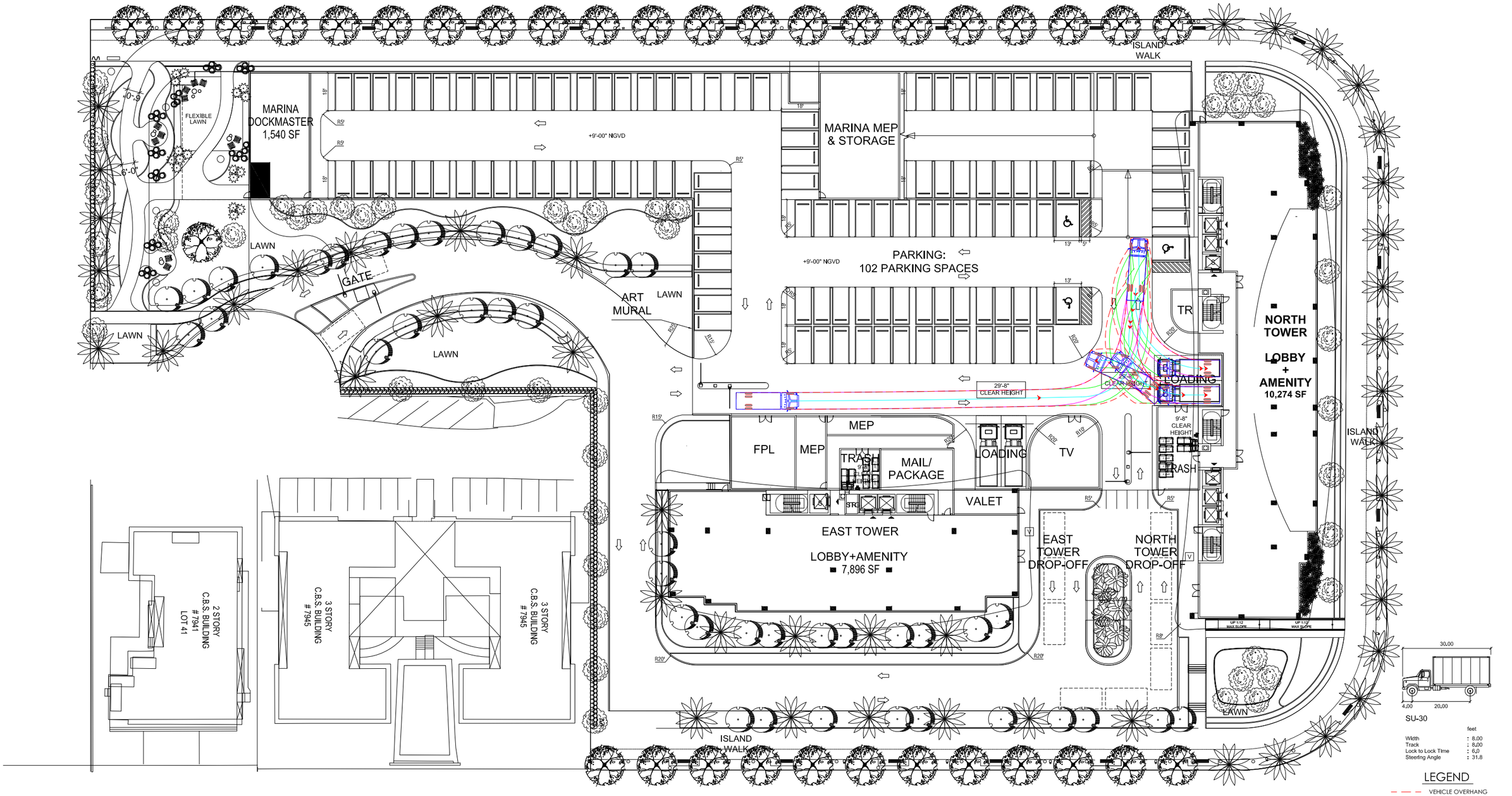
HARBOR ISLAND
8000,8010,8020 , EAST DRIVE
NORTH BAY VILLAGE, FL

SU-30
LOADING CIRCULATION
GROUND LEVEL

DATE:
06/25/2025

N

SCALE: N.T.S.



DAVID PLUMMER & ASSOCIATES,INC.
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CORAL GABLES FORT MYERS
1750 PONCE DE LEON BLVD. CORAL GABLES FL 33134 TEL: (305) 447-0900 EMAIL: WWW.DPA@DPLUMMER.COM
CERTIFICATE OF AUTHORIZATION EB 2690

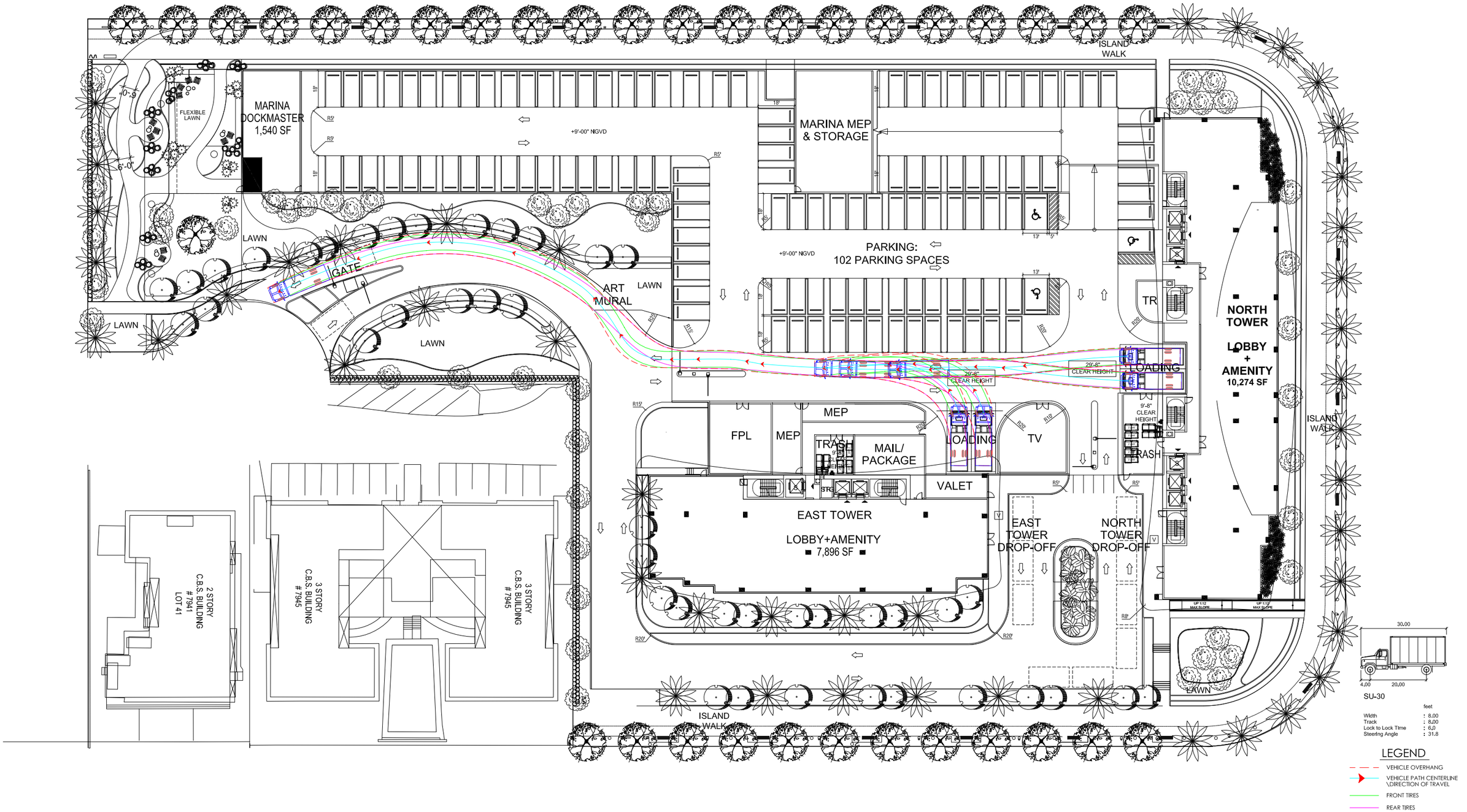
HARBOR ISLAND
8000,8010,8020 , EAST DRIVE
NORTH BAY VILLAGE, FL

SU-30
LOADING CIRCULATION
GROUND LEVEL

DATE:
06/25/2025

N

SCALE: N.T.S.



DAVID PLUMMER & ASSOCIATES,INC.
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CORAL GABLES FORT MYERS
1750 PONCE DE LEON BLVD. CORAL GABLES FL 33134 TEL: (305) 447-0900 EMAIL: WWW.DPA@DPLUMMER.COM
CERTIFICATE OF AUTHORIZATION EB 2690

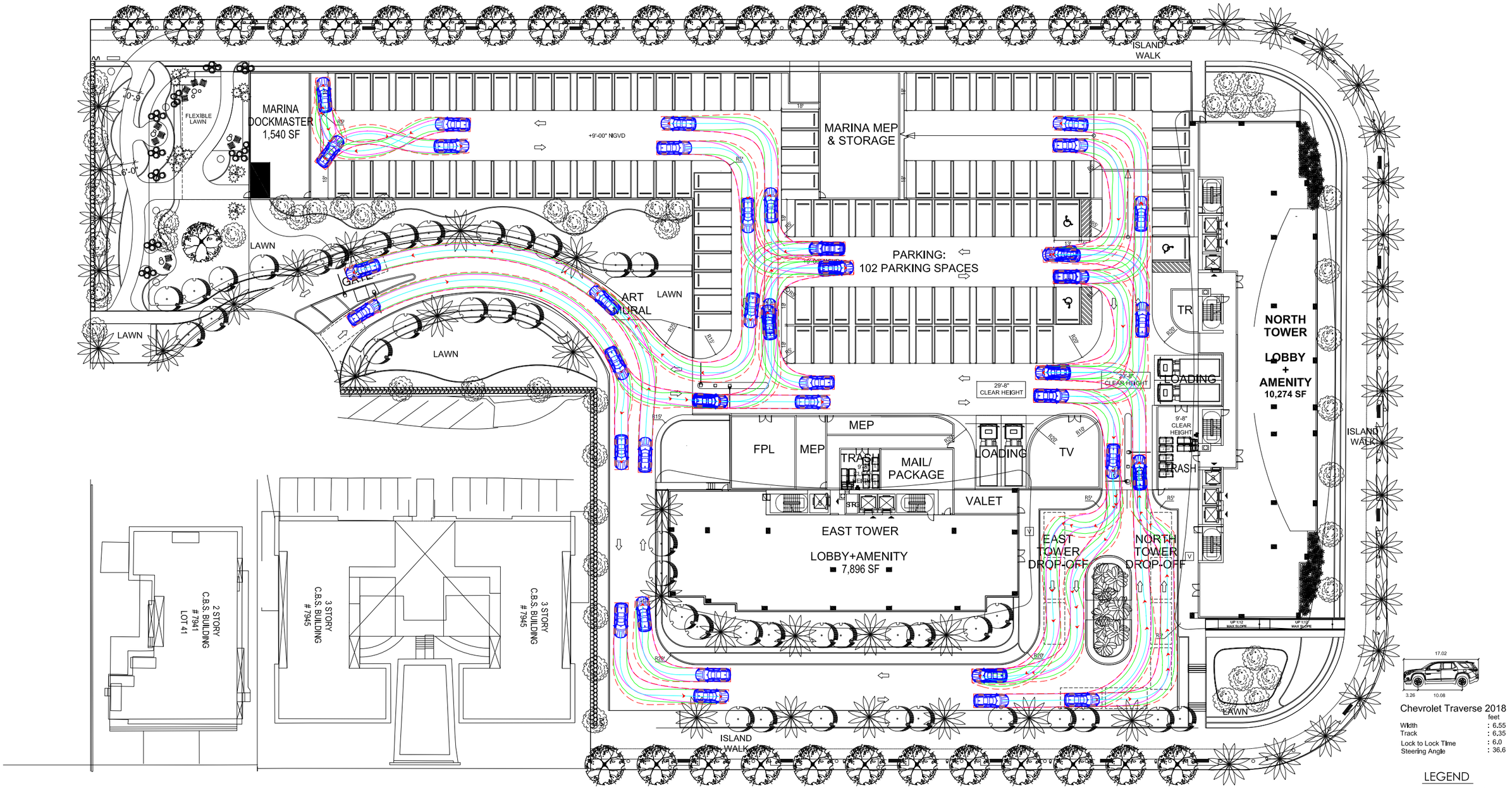
HARBOR ISLAND
8000,8010,8020 , EAST DRIVE
NORTH BAY VILLAGE, FL

SU-30
LOADING CIRCULATION
GROUND LEVEL

DATE:
06/25/2025

N

SCALE: N.T.S.



DAVID PLUMMER & ASSOCIATES,INC.
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CORAL GABLES FORT MYERS
1750 PONCE DE LEON BLVD. CORAL GABLES FL 33134 TEL: (305) 447-0900 EMAIL: WWW.DPA@DPLUMMER.COM
CERTIFICATE OF AUTHORIZATION EB 2690

HARBOR ISLAND
8000,8010,8020 , EAST DRIVE
NORTH BAY VILLAGE, FL

PASSENGER VEHICLE GARAGE CIRCULATION GROUND LEVEL

DATE: 06/25/2025

N

SCALE: N.T.S.

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY HARBOR ISLAND DEVELOPMENT COMPANY LLC TO PERMIT A RESIDENTIAL DEVELOPMENT CONSISTING OF TWO MULTIFAMILY RESIDENTIAL TOWERS, A PARKING STRUCTURE, MARINA, AND CIVIC SPACE, LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030); PROVIDING FOR FINDINGS, CONDITIONS, LIMITATION OF APPROVAL, IMPLEMENTATION, AND AN EFFECTIVE DATE.

WHEREAS, Harbor Island Development Company LLC (the "Applicant"), the beneficial owner of 8000 East Drive and 7946 East Drive, North Bay Village, Florida (collectively, the "Property"), legally described in the attached Exhibit "A" and depicted in the attached Exhibit "B", that comprises 4.12 acres, submitted an application for a special area plan (SAP) and site plan approval (the "Application") pursuant to section 4.19 of the ULDC; and

WHEREAS, pursuant to Resolution No. 2024-076, the Applicant purchased 76 residential dwelling units from the Village through the transfer of density rights program set forth in Section 8.13 of the Village's Unified Land Development Code (the "ULDC"); and

WHEREAS, the Application proposes a project consisting of up to 364 residential units with approximately 774 parking spaces, with an Island Walk along the waterfront perimeter of the Property, and a waterfront public park (the "Project"); and

WHEREAS, the site plan for the Project is attached hereto as Exhibit "C"; and

WHEREAS, the Project is to be constructed in the "8000 East Special Area Plan," which has been approved by Ordinance No. 2025-___, which provides for an optional set of development regulations, set forth in "Appendix D, 8000 East Special Area Plan," which may be voluntarily employed to guide the development of the Property; and

WHEREAS, Village staff reviewed the Project and found its proposed density, intensity, and uses consistent with the 8000 East SAP, the "High Density Multifamily Residential" Future Land Use category of the Comprehensive Plan and other relevant goals, objectives and policies in the Future Land Use Element, and recommends approval subject to the conditions herein; and

WHEREAS, pursuant to Section 8.15 of the ULDC, Village Staff and the Applicant have agreed on the terms of a development agreement, which memorializes density,

height bonus requirements, building area in the Project, and other requirements and commitments of the Applicant (the "Development Agreement"); and

WHEREAS, after a duly noticed public hearing held on July 2, 2025, the Planning and Zoning Board, recommended approval of the Site Plan request subject to staff conditions; and

WHEREAS, the Village Commission conducted a duly noticed public hearing on _____, 2025 in accordance with the law to hear the application; and

WHEREAS, the Mayor and Village Commission find the proposed Site Plan is [consistent/not consistent] with the Comprehensive Plan and ULDC; furthers the purpose, goals, objectives, and policies of same; and is in the best interest of the Village.

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

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

Section 2. Decision; Conditions. Pursuant to Section 5.8 and Appendix D of the ULDC, the site plan to construct the Project (as shown in Exhibit "C") consisting of consisting of up to 364 residential units with approximately 774 parking spaces, with an Island Walk along the waterfront perimeter of the Property, and a waterfront public park, is hereby [approved/denied/approved] subject to the provisions set forth in the Development Agreement approved pursuant to Resolution No. _____. All such provisions in the Development Agreement are conditions to this site plan approval, and failure to adhere to such provisions may result in revocation of this site plan approval.

Section 3. Findings of Fact. The Mayor and Village Commission make the following findings of fact based upon the substantial competent evidence provided:

> The requested site plan [meets/does not meet] the applicable Site Plan Review Standards provided in Section 5.8. The requested site plan approval [is/is not] contrary to the public interest or detrimental to the community and [is/is not] compatible with the surrounding land uses while maintaining the basic intent and purpose of the zoning and land use regulations. The Project [supports/does not support] the goals, objectives, and policies of the North Bay Village Comprehensive Plan. The Project [is/is not] compatible with surrounding intensities and densities of development, [provides/does not provide] access to adequate light and air for surrounding properties; and [creates/does not create] a pedestrian-friendly experience at the ground level.

Section 4. Limitation of Approval. The issuance of this development permit does not in any way create a vested right(s) on the part of the Applicant to obtain a permit from a county, state, or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a county, state or federal agency or undertakes actions that result in a violation of county, state, or federal law.

Section 5. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution.

Section 6. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

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

Mayor Rachel Streitfeld	___
Vice Mayor Goran Cuk	___
Commissioner Doris Acosta	___
Commissioner Richard Chervony	___
Commissioner Andrew Rotondaro	___

PASSED AND ADOPTED on this ___ day of _____ 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

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

Exhibit "A"
LEGAL DESCRIPTION

Address: 8000 East Drive and 7946 East Drive

Folio Number: 23-3209-001-0020 (f/k/a 23-3209-001-0024) and 723-3209-001-0030)

==

TRACT B LESS THE SOUTH 160 FEET OF HARBOR ISLAND ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 44, PAGE 72 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

THE WEST 40 FEET OF THE EAST 1/2 OF THE SOUTH 160.00 FEET OF TRACT B HARBOR ISLAND ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 44, PAGE 72 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

LOT 63 AND THE SOUTH 160 FEET OF THE WEST ONE HALF OF TRACT "B" OF "HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Exhibit “B”

SKETCH

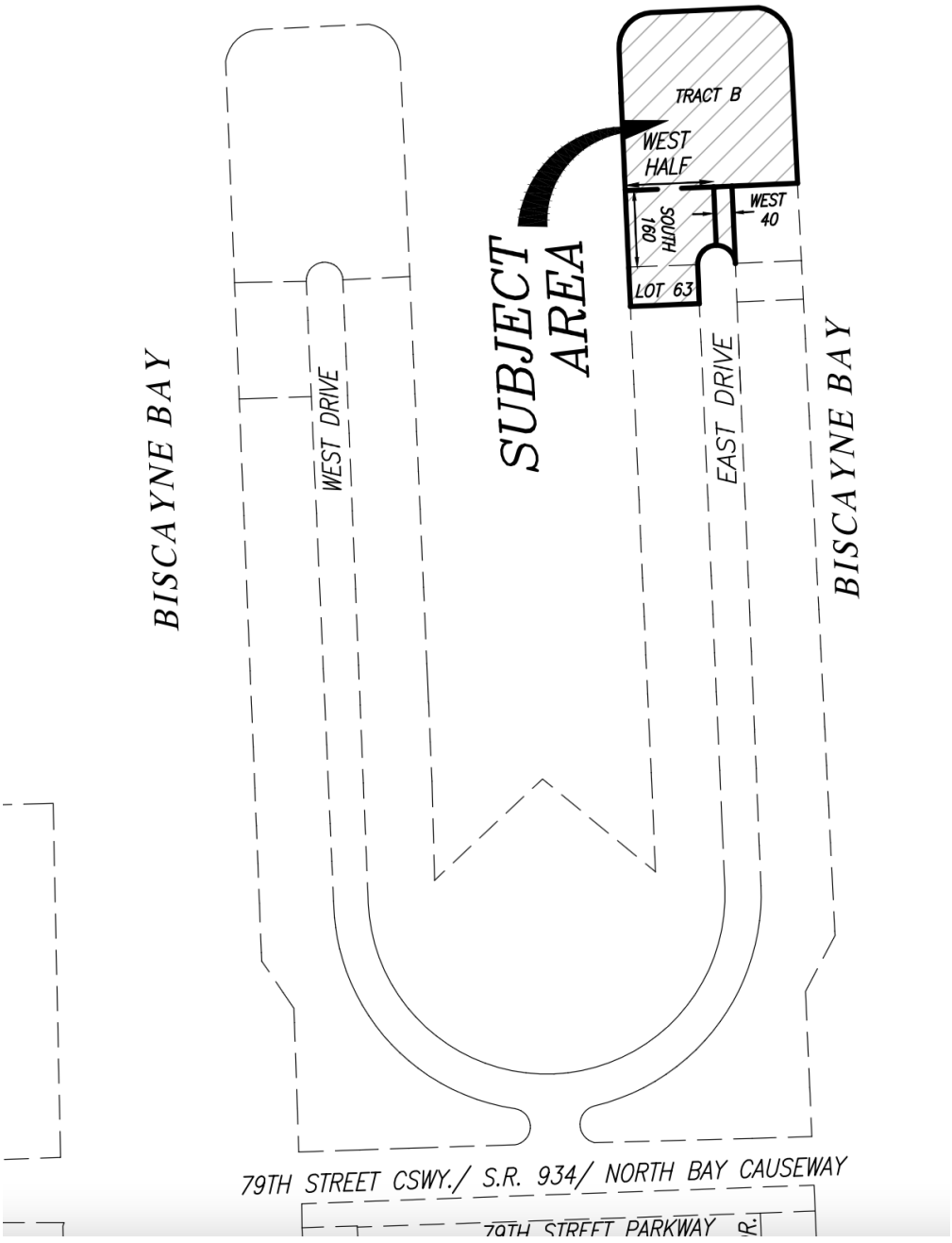


Exhibit “C”

SITE PLAN

(Attached)

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that North Bay Village will hold Public Hearings at Village Hall, Commission Chambers, 1666 Kennedy Causeway, Suite 101, North Bay Village, FL 33141, as follows:

Planning & Zoning Board
July 2, 2025, at 6:00 PM

Village Commission
July 15, 2025, at 6:00 PM *(Ordinance on First Reading)*
**A Second Reading / Public Hearing will be required*

The purpose of the Public Hearings is to consider a Special Area Plan (SAP) application for the subject location:

APPLICANT: Harbor Island Development Company, LLC

LOCATION: 7946 and 8000 East Drive, North Bay Village, FL 33141[1]

SITE PLAN, SPECIAL AREA PLAN, REZONING, AND TEXT AMENDMENT APPLICATION:
The applicant is seeking the Village's review and approval to move forward with a multi-family development on two parcels located at 7946 and 8000 East Drive, totaling approximately 4.12 acres. The proposed project includes 364 residential units with one to four-bedroom configurations, a marina, and a 9,000-square-foot public waterfront park and civic space. The Special Area Plan application seeks a rezoning and modifications to the Unified Land Development Code specific to the properties.

All interested parties are encouraged to participate by either appearing at the public hearing(s) or by sending written comments in advance of the hearing (s) to:

North Bay Village
Office of the Village Clerk
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Email: publicomments@nbvillage.com

The Board or Commission may continue or defer the hearing to a new date and time certain without further notice provided the date and time of the continuance or deferral is announced at the hearing. Information regarding the proposed request and/or project is available at the Village Clerk's office during normal business hours. The Village Clerk can be reached at 305-756-7171. The meeting agenda and supporting documentation will be available online at https://northbayvillage-fl.gov/agendas-minutes/

Pursuant to Section 286.0105, Florida Statutes if any person decides to appeal any decision made by the Board or Commission with respect to any matter considered at the meeting or hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990 (ADA), persons needing special accommodations to participate in these proceedings should contact the Village Clerk's Office for assistance at (305) 756-7171, no later than four (4) business days prior to such proceeding.

Alba L. Chang, CMC
Village Clerk

[1] The parcels are identified as Folios 23-3209-001-0030 and 23-3209-001-0020 by the Miami-Dade County Property Appraiser.

The Zoning Specialists Group, Inc.

June 20, 2025

North Bay Village
Planning & Zoning Department
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

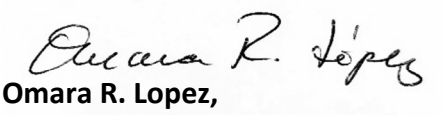
To whom it may concern:

This is to notify your office that on Friday June 20th, 2025, the following notice was mailed out:

Planning & Zoning Board Village Commission
July 2, 2025, at 6:00 PM July 15, 2025, at 6:00 PM *(Ordinance on First Reading)*
**A Second Reading / Public Hearing will be required*
The purpose of the Public Hearings is to consider a Special Area Plan (SAP) application for the subject location:
APPLICANT: Harbor Island Development Company, LLC
LOCATION: 7946 and 8000 East Drive, North Bay Village, FL 33141
SITE PLAN, SPECIAL AREA PLAN, REZONING, AND TEXT AMENDMENT APPLICATION:
The applicant is seeking the Village's review and approval to move forward with a multi-family development on two parcels located at 7946 and 8000 East Drive, totaling approximately 4.12 acres. The proposed project includes 364 residential units with one to four-bedroom configurations, a marina, and a 9,000-square-foot public waterfront park and civic space. The Special Area Plan application seeks a rezoning and modifications to the Unified Land Development Code specific to the properties.

Total number pieces: 210

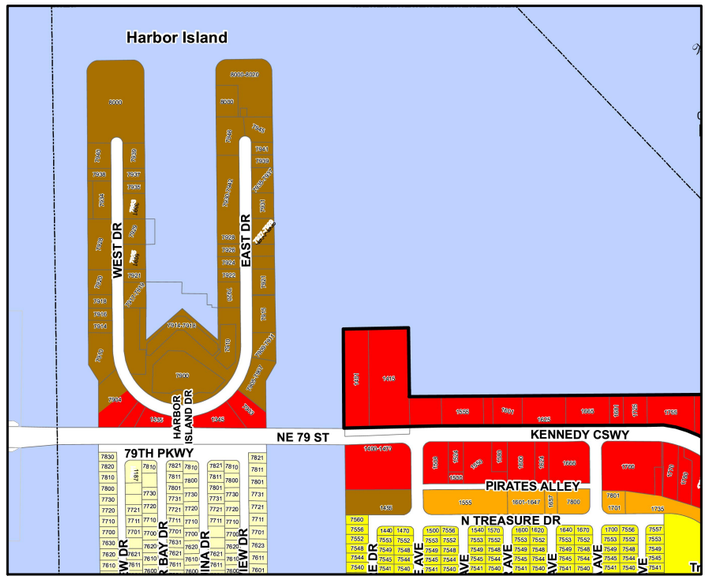
Sincerely,
The Zoning Specialists Group, Inc.



Omara R. Lopez,
For the Firm

7729 NW 146th Street • Miami Lakes, FL 33016
Phone: 305 828-1210
www.thezoningspecialistsgroup.com

NORTH BAY VILLAGE ZONING MAP



LOCATION: 7946 and 8000 East Drive, North Bay Village, FL 33141

FOLIO NUMBERS: 23-3209-001-0020 and -0030

PREPARED FOR: HARBOR ISLAND DEVELOPMENT COMPANY LLC.

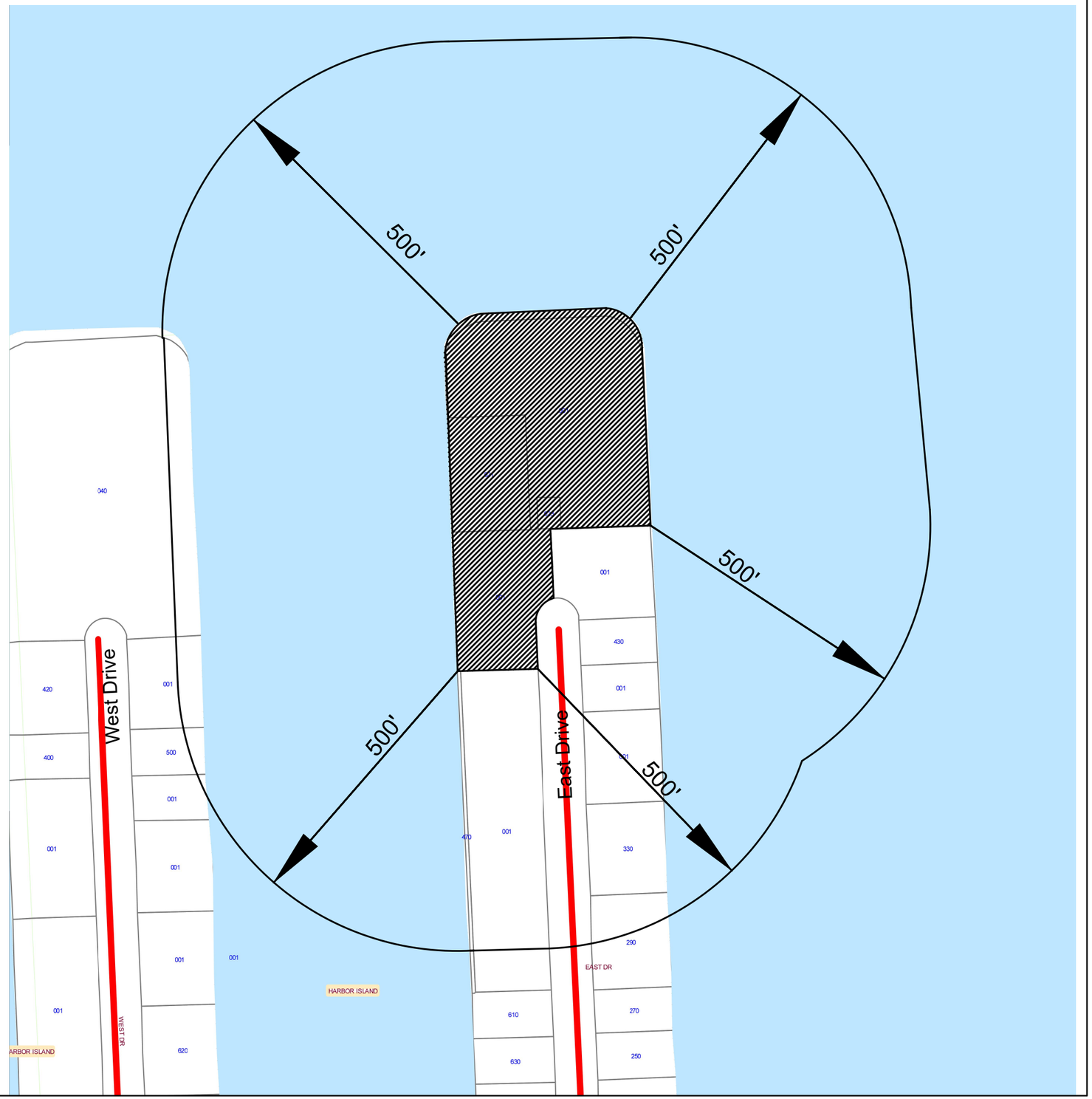
ORDER: 250515
DATE: May 22, 2025

N
W E
S

SCALE: 1"= 200'

The Zoning Specialists Group, Inc.
7729 NW 146th Street
Miami Lakes FL 33016
Ph: (305) 828-1210
www.thezoningspecialistsgroup.com

500-FOOT RADIUS MAP:



The Zoning Specialists Group, Inc.

May 22, 2025

North Bay Village
Planning & Zoning Department
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

RE: Property Owners List within 500 feet of:

LOCATION: 7946 and 8000 East Drive, North Bay Village, FL 33141
FOLIO NUMBERS: 23-3209-001-0020 and -0030

PREPARED FOR: HARBOR ISLAND DEVELOPMENT COMPANY LLC.
ORDER: 250515

Total number of property owners without repetition: 210

This is to certify that the attached ownership list, map and mailing matrix is a complete and accurate representation of the real estate property and property owners within 500 feet of the subject property listed above. This reflects the most current records on the file in Miami-Dade County Tax Assessor's Office.

Sincerely,
THE ZONING SPECIALISTS GROUP, INC.

Omara R. Lopez
For the Firm

OWNERS LIST

THE FOLLOWING ARE PROPERTY OWNERS WITHIN A 500-FOOT RADIUS OF THE FOLLOWING LEGALLY DESCRIBED PROPERTY

LOCATION: 7946 and 8000 East Drive, North Bay Village, FL 33141
FOLIO NUMBERS: 23-3209-001-0020 and -0030

PREPARED FOR: HARBOR ISLAND DEVELOPMENT COMPANY LLC.
ORDER: 250515

Eloquence On The Bay Condo Unit 1103 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #1103 Folio number: 2332090600420	Adrian Calabuig Orsi Los Cipreses 46 Los Bosques Colina Rm, Chile
8-9 53 42 Harbor Island PB 44-72 Lots 27 & 29 Property address: 7927 East Dr Folio number: 2332090010290	7927/7931 East Drive Property Holdings LLC PO Box 96702 Maple Ontario L6a0a2, Canada
Harbor Island PB 44-72 Lots 31 & 33 Property address: 7931 East Dr Folio number: 2332090010330	7927/7931 East Drive Property Holdings LLC PO Box 96702 Maple Ontario L6a0a2, Canada
Cielo On The Bay Condo Unit 1104 Bldg 4 Undiv 2.7047686% Int In Common E Property address: 7935 East Dr, #1104 Folio number: 2332090590280	John Garcea Trs Garcea Family Vacation Tr Mable Maria Garcea Trs 432 Moore Rd Province Manitoba R2p 2W4, Canada
Eloquence On The Bay Condo Unit 1601 Undiv 1.591% Int In Common Elements Property address: 7928 East Dr, #1601 Folio number: 2332090600140	Nf Karmali Bros LLC 50 Parisienne Rd Woodbridge On L4h 0V4, Canada
Eloquence On The Bay Condo Unit 1203 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #1203 Folio number: 2332090600430	John Tsoumaris 100 Union St Toronto Ontario, Canada
Eloquence On The Bay Condo Unit 406 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #406 Folio number: 2332090600800	Michael Vitale Joanna Liberata Vitale 32 Manor Glen Cres Mount Albert On L0g 1M0, Canada
Eloquence On The Bay Condo Unit 1208 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #1208 Folio number: 2332090601160	Sonny Martorana Trs Sonny Martorana Liv Trust Janie Ethier Trs 1081 Proulx Pointe Calumet Qc J0n 1G3, Canada

Eloquence On The Bay Condo Unit 305 Undiv 0.899% Int In Common Elements
Property address: 7928 East Dr, #305
Folio number: 2332090600640

Jason Wu Angela Samakovlis
PO Box 479
Subiaco Western Australia 6904,
Australia

Harbor Island PB 44-72 All Of Trac B Less S160ft
Property address: 8000 East Dr
Folio number: 2332090010020

Treasure Island Dev Co LLC
400 Park Ave
New York, NY 10022-4406

Harbor Island PB 44-72 The West 40Ft Of The S160ft Of E180ft Of Tr B
Property address: 8000 East Dr
Folio number: 2332090010024

Bay Four Inc
20700 W Dixie Hwy
Miami, FL 33180-1146

8-9 53 42 Harbor Island PB 44-72 S160ft Of W180ft Of Tr B & Lot 63
Property address: 7946 East Dr
Folio number: 2332090010030

Nbv Majestic Isles LLC
333 SE 2nd Ave Ste 4400
Miami, FL 33131-2184

8-9 53 42 4.51 Ac Harbor Island PB 44-72 Tract C

Property address: 8000 West Dr
Folio number: 2332090010040

8000 West Drive Ground Owner LLC
C/O Safehold Inc
1114 Avenue Of The Americas
New York, NY 10036-7703

8-9 53 42 Harbor Island PB 44-72 Lot 41
Property address: 7941 East Dr
Folio number: 2332090010430

Robmar Miami LLC
PO Box 403489
Miami Beach, FL 33140-1489

Harbor Island PB 44-72 Lot 68
Property address: 7937 West Dr
Folio number: 2332090010500

Jacob Waterfront Properties LLC
1177 NW 81st St
Miami, FL 33150-2739

Chateau Isle Co-Op Harbor Island PB 44-72 Lots 64 & 66
Property address:
Folio number: 2332090220001

Chateau Isle Inc
P.O. Box 668083
Miami, FL 33166

Harbor Island PB 44-72 Lots 64 & 66 Chateau Isle Co-Op Apt 101
Property address: 7941 West Dr, #101
Folio number: 2332090220010

Patricia Diaz Jennifer Davidson
7941 West Dr Apt 101
Miami, FL 33139

Harbor Island PB 44-72 Lots 64 & 66 Chateau Isle Co-Op Apt 102
Property address: 7941 West Dr, #102
Folio number: 2332090220020

Edward Van Ekeris
7941 West Dr Apt 102
North Bay Village, FL 33141-5589

Harbor Island PB 44-72 Lots 64 & 66 Chateau Isle Co-Op Apt 103
Property address: 7939 West Dr, #103
Folio number: 2332090220030

Carl Scott Hummel
7939 West Dr Apt 103
North Bay Village, FL 33141-5588

Harbor Island PB 44-72 Lots 64 & 66 Chateau Isle Co-Op Apt 104
Property address: 7939 West Dr, #104
Folio number: 2332090220040

Satoko Umeda
7939 West Dr Apt 104
North Bay Village, FL 33141-5588

Harbor Island PB 44-72 Lots 64 & 66 Chateau Isle Co-Op Apt 201
Property address: 7941 West Dr, #201
Folio number: 2332090220050

Roberto Jose Cutillas Garcia
1902 Orchard Dr
Apopka, FL 32712-2404

Harbor Island PB 44-72 Lots 64 & 66 Chateau Isle Co-Op Apt 202
Property address: 7941 West Dr, #202
Folio number: 2332090220060

Alan I Weiner Miriam Weiner
7941 West Dr Apt 202
North Bay Village, FL 33141-5589

Harbor Island PB 44-72 Lots 64 & 66 Chateau Isle Co-Op Apt 203
Property address: 7939 West Dr, #203
Folio number: 2332090220070

Jose Luis Moll Diaz
7939 West Dr Apt 203
North Bay Village, FL 33141-5588

Harbor Island PB 44-72 Lots 64 & 66 Chateau Isle Co-Op Apt 204
Property address: 7939 West Dr, #204
Folio number: 2332090220080

Carolina Burgos
7939 West Dr Apt 204
North Bay Village, FL 33141-5588

Harbor Island PB 44-72 Lots 64 & 66 Chateau Isle Co-Op Apt 301
Property address: 7941 West Dr, #301
Folio number: 2332090220090

Allan M Maquieira
7941 West Dr Apt 301
North Bay Village, FL 33141-5589

Harbor Island PB 44-72 Lots 64 & 66 Chateau Isle Co-Op Apt 302
Property address: 7941 West Dr, #302
Folio number: 2332090220100

Alan L Andai
7941 West Dr Apt 302
North Bay Village, FL 33141-5589

Harbor Island PB 44-72 Lots 64 & 66 Chateau Isle Co-Op Apt 303
Property address: 7939 West Dr, #303
Folio number: 2332090220110

Jaime Baker
7939 West Dr Apt 303
North Bay Village, FL 33141-5588

Harbor Island PB 44-72 Lots 64 & 66 Chateau Isle Co-Op Apt 304
Property address: 7939 West Dr, #304
Folio number: 2332090220120

Edgar Abada
7939 West Dr Apt 304
North Bay Village, FL 33141-5588

Bays Water Condo Harbor Island PB 44-72 The S160ft Of The E140ft Of Tr B

Property address:
Folio number: 2332090320001

Bays Water Condo Assn
C/O Nautica Management
PO Box 41-4331
Miami Beach, FL 33141

Bays Water Condo Unit 101 Undiv 5.29% Int In Common Elements
Property address: 7945 East Dr, #101
Folio number: 2332090320010

Lilian Tereza Saud Jose A Saud
7945 East Dr Apt 101
North Bay Village, FL 33141-3303

Bays Water Condo Unit 201 Undiv 5.29% Int In Common Elements
Property address: 7945 East Dr, #201
Folio number: 2332090320020

Sondra Shumaker
7945 East Dr Apt 201
North Bay Village, FL 33141-3304

Bays Water Condo Unit 301 Undiv 5.29% Int In Common Elements
Property address: 7945 East Dr, #301
Folio number: 2332090320030

Luis Lentijo
7945 East Dr Apt 301
North Bay Village, FL 33141-3305

Bays Water Condo Unit 102 Undiv 4.75% Int In Common Elements
Property address: 7945 East Dr, #102
Folio number: 2332090320040

Juan Castro
7945 East Dr Apt 102
North Bay Village, FL 33141-3303

Bays Water Condo Unit 202 Undiv 4.75% Int In Common Elements
Property address: 7945 East Dr, #202
Folio number: 2332090320050

Hannah Lombardo
7945 East Dr Apt 202
North Bay Village, FL 33141-3304

Bays Water Condo Unit 302 Undiv 4.75% Int In Common Elements
Property address: 7945 East Dr, #302
Folio number: 2332090320060

Real Deal LLC
150 SE 2nd Ave Ste 1408
Miami, FL 33131-1582

Bays Water Condo Unit 104 Undiv 5.03% Int In Common Elements
Property address: 7945 East Dr, #104
Folio number: 2332090320070

Nelly & Ana Watson
7945 East Dr Apt 104
North Bay Village, FL 33141-3303

Bays Water Condo Unit 204 Undiv 4.81% Int In Common Elements
Property address: 7945 East Dr, #204
Folio number: 2332090320080

Domus Ap LLC
7945 East Dr Apt 204
North Bay Village, FL 33141-3304

Bays Water Condo Unit 304 Undiv 4.81% Int In Common Elements
Property address: 7945 East Dr, #304
Folio number: 2332090320090

Jennifer Esther Garcia
7945 East Dr Apt 304
North Bay Village, FL 33141-3306

Bays Water Condo Unit 105 Undiv 3.38% Int In Common Elements

Property address: 7945 East Dr, #105
Folio number: 2332090320100

Gladys V Rodriguez Perez
Roberto R Rodriguez Ana Ibis Lanier
1356 Biarritz Dr
Miami Beach, FL 33141-3636

Bays Water Condo Unit 205 Undiv 5.77% Int In Common Elements
Property address: 7945 East Dr, #205
Folio number: 2332090320110

Marcelo Netto Carlos A Rodrigues
7945 East Dr Apt 205
North Bay Village, FL 33141-3305

Bays Water Condo Unit 305 Undiv 5.77% Int In Common Elements
Property address: 7945 East Dr, #305
Folio number: 2332090320120

Katharina Oos
7945 East Dr Apt 305
North Bay Village, FL 33141-3306

Bays Water Condo Unit 106 Undiv 3.00 % Int In Common Elements
Property address: 7945 East Dr, #106
Folio number: 2332090320130

Osmany Prada
1385 Marseille Dr
Miami Beach, FL 33141-3606

Bays Water Condo Unit 206 Undiv 3.22 % Int In Common Elements
Property address: 7945 East Dr, #206
Folio number: 2332090320140

Michael Cariglio
9056 Byron Ave
Surfside, FL 33154-3238

Bays Water Condo Unit 306 Undiv 3.22% Int In Common Elements
Property address: 7945 East Dr, #306
Folio number: 2332090320150

Alpha LLC
7945 East Dr Apt 306
North Bay Village, FL 33141-3306

Bays Water Condo Unit 107 Undiv 3.00% Int In Common Elements
Property address: 7945 East Dr, #107
Folio number: 2332090320160

Emma J Salgado
7945 East Dr Apt 107
North Bay Village, FL 33141-3303

Bays Water Condo Unit 207 Undiv 3.00% Int In Common Elements
Property address: 7945 East Dr, #207
Folio number: 2332090320170

Mgp Shipping Line LLC
7900 Tatum Waterway Dr Apt 502
Miami Beach, FL 33141-1940

Bays Water Condo Unit 307 Undiv 3.00% Int In Common Elements
Property address: 7945 East Dr, #307
Folio number: 2332090320180

Sondra S Shumaker
7945 East Dr Apt 307
North Bay Village, FL 33141-3306

Bays Water Condo Unit 108 Undiv 5.29% Int In Common Elements
Property address: 7945 East Dr, #108
Folio number: 2332090320190

Pamela Seniza
7945 East Dr Apt 108
North Bay Village, FL 33141-3303

Bays Water Condo Unit 208 Undiv 3.00% Int In Common Elements
Property address: 7945 East Dr, #208
Folio number: 2332090320200

Marc Adam Stanions
7263 Lombardy St
Boynton Beach, FL 33472-7343

Bays Water Condo Unit 308 Undiv 3.00% Int In Common Elements
Property address: 7945 East Dr, #308
Folio number: 2332090320210

Lydia Perzoff
80 S Shore Dr Apt 311
Miami Beach, FL 33141-6708

Bays Water Condo Unit 209 Undiv 5.29% Int In Common Elements
Property address: 7945 East Dr, #209
Folio number: 2332090320220

Soumia Khaldoun
3677 Thomas Ave
Miami, FL 33133-5709

Bays Water Condo Unit 309 Undiv 5.29% Int In Common Elements
Property address: 7945 East Dr, #309
Folio number: 2332090320230

Nicholas R Lawrence Emily E Lawrence
7945 East Dr Apt 309
North Bay Village, FL 33141-3306

West Bay Condo Harobor Island PB 44-72 Lot 70
Property address:
Folio number: 2332090380001

West Bay Condo Assn
7935 West Dr Apt 4
North Bay Village, FL 33141-5586

West Bay Condo Unit 1 Undiv 14.66 Int In Common Elements
Property address: 7935 West Dr, #1
Folio number: 2332090380010

Nicola F Brisuela
1525 Normandy Dr
Miami Beach, FL 33141-4701

West Bay Condo Unit 2 Undiv 7.49 Int In Common Elements
Property address: 7935 West Dr, #2
Folio number: 2332090380020

Pedro Linares Zelaya
7935 West Dr Apt 2
North Bay Village, FL 33141-5586

West Bay Condo Unit 3 Undiv 8.1 Int In Common Elements
Property address: 7935 West Dr, #3
Folio number: 2332090380030

Gloria E Bailen
7935 West Dr Apt 3
North Bay Village, FL 33141-5586

West Bay Condo Unit 4 Undiv 17.83 Int In Common Elements
Property address: 7935 West Dr, #4
Folio number: 2332090380040

Mercedes Brito
7935 West Dr Apt 4
North Bay Village, FL 33141-5586

West Bay Condo Unit 5 Undiv 14.66 Int In Common Elements
Property address: 7935 West Dr, #5
Folio number: 2332090380050

7935 W Dr Unit 5 LLC
1825 Bay Dr
Miami Beach, FL 33141-4707

West Bay Condo Unit 6 Undiv 11.33 Int In Common Elements
Property address: 7935 West Dr, #6
Folio number: 2332090380060

Liliam Brito
7935 West Dr Apt 6
North Bay Village, FL 33141-5590

West Bay Condo Unit 7 Undiv 8.1 Int In Common Elements
Property address: 7935 West Dr, #7
Folio number: 2332090380070

7935 West Drive Unit 7 LLC
1825 Bay Dr
Miami Beach, FL 33141-4707

West Bay Condo Unit 8 Undiv 17.83 Int In Common Elements
Property address: 7935 West Dr, #8
Folio number: 2332090380080

Melisa Brito
7935 West Dr Apt 8
North Bay Village, FL 33141-5590

Adagio Condo Unit 1 Undiv 0.056872038% Int In Common Elements
Property address: 7939 East Dr, #1
Folio number: 2332090560010

Nbv Tower LLC
3585 NE 207th St #C9-800610
Miami, FL 33280-7074

Adagio Condo Unit 2 Undiv 0.055155428% Int In Common Elements
Property address: 7939 East Dr, #2
Folio number: 2332090560020

Nbv Tower LLC
3585 NE 207th St #C9-800610
Miami, FL 33280-7074

Adagio Condo Unit 3 Undiv 0.056872038% Int In Common Elements
Property address: 7939 East Dr, #3
Folio number: 2332090560030

Nbv Tower LLC
3585 NE 207th St #C9-800610
Miami, FL 33280-7074

Adagio Condo Unit 4 Undiv 0.56872038% Int In Common Elements5
Property address: 7939 East Dr, #4
Folio number: 2332090560040

Nbv Tower LLC
3585 NE 207th St #C9-800610
Miami, FL 33280-7074

Adagio Condo Unit 5 Undiv 0.055155428% Int In Common Elements
Property address: 7939 East Dr, #5
Folio number: 2332090560050

Nbv Tower LLC
3585 NE 207th St #C9-800610
Miami, FL 33280-7074

Adagio Condo Unit 6 Undiv 0.056872038% Int In Common Elements
Property address: 7939 East Dr, #6
Folio number: 2332090560060

Nbv Tower LLC
3585 NE 207th St #C9-800610
Miami, FL 33280-7074

Adagio Condo Unit 7 Undiv 0.056872038% Int In Common Elements
Property address: 7939 East Dr, #7
Folio number: 2332090560070

Nbv Tower LLC
3585 NE 207th St #C9-800610
Miami, FL 33280-7074

Adagio Condo Unit 8 Undiv 0.055155428% Int In Common Elements Property address: 7939 East Dr, #8 Folio number: 2332090560080	Nbv Tower LLC 3585 NE 207th St #C9-800610 Miami, FL 33280-7074
Adagio Condo Unit 9 Undiv 0.056872038% Int In Common Elements Property address: 7939 East Dr, #9 Folio number: 2332090560090	Nbv Tower LLC 3585 NE 207th St #C9-800610 Miami, FL 33280-7074
Adagio Condo Unit 10 Undiv 0.056872038% Int In Common Elements Property address: 7939 East Dr, #10 Folio number: 2332090560100	Nbv Tower LLC 3585 NE 207th St #C9-800610 Miami, FL 33280-7074
Adagio Condo Unit 11 Undiv 0.055155428% Int In Common Elements Property address: 7939 East Dr, #11 Folio number: 2332090560110	Nbv Tower LLC 3585 NE 207th St #C9-800610 Miami, FL 33280-7074
Adagio Condo Unit 12 Undiv 0.056872038% Int In Common Elements Property address: 7939 East Dr, #12 Folio number: 2332090560120	Nbv Tower LLC 3585 NE 207th St #C9-800610 Miami, FL 33280-7074
Adagio Condo Unit 13 Undiv 0.078665522% Int In Common Elements Property address: 7939 East Dr, #13 Folio number: 2332090560130	Nbv Tower LLC 3585 NE 207th St #C9-800610 Miami, FL 33280-7074
Adagio Condo Unit 14 Undiv 0.078665522% Int In Common Elements Property address: 7939 East Dr, #14 Folio number: 2332090560140	Nbv Tower LLC 3585 NE 207th St #C9-800610 Miami, FL 33280-7074
Adagio Condo Unit 15 Undiv 0.16707094% Int In Common Elements Property address: 7939 East Dr, #15 Folio number: 2332090560150	Nbv Tower LLC 3585 NE 207th St #C9-800610 Miami, FL 33280-7074
Cielo On The Bay Condo Harbor Island PB 44-72 Lots 35 & 37 As Desc In De Property address: 7935 East Dr Folio number: 2332090590001	Cielo On The Bay Condo Assn 7935 East Dr. #100 Office North Bay Village, FL 33141-3686
Cielo On The Bay Condo Unit 401 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #401 Folio number: 2332090590010	Aurelio E Fernandez Trs Fernandez Family Trust Berta Fernandez Trs 730 Egret Pointe Vero Beach, FL 32963-2164
Cielo On The Bay Condo Unit 501 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #501 Folio number: 2332090590020	Pinecrest Industries LLC 10820 NW 29th St Doral, FL 33172-2149
Cielo On The Bay Condo Unit 601 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #601 Folio number: 2332090590030	Danilo Junior Ribeiro De Avila 7935 East Dr Apt 601 North Bay Village, FL 33141-3686

Cielo On The Bay Condo Unit 701 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #701 Folio number: 2332090590040	Antonio Urdaneta Gisela Camacho Urdaneta 7935 East Dr Apt 701 North Bay Village, FL 33141-3686
Cielo On The Bay Condo Unit 801 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #801 Folio number: 2332090590050	Miguel Dorcasberro Claudia Gonzalez Dorcasberro 7935 East Dr Apt 1201 North Bay Village, FL 33141-3687
Cielo On The Bay Condo Unit 901 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #901 Folio number: 2332090590060	Roberto Legrand 7935 East Dr Apt 901 North Bay Village, FL 33141-3693
Cielo On The Bay Condo Unit 1001 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #1001 Folio number: 2332090590070	Blue Moon Trust 6000 Collins Ave Apt 122 Miami Beach, FL 33140-2371
Cielo On The Bay Condo Unit 1101 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #1101 Folio number: 2332090590080	Ronald E Temkin Trs Ronald E Temkin Legacy Tr No 4 Maria T Temkin Trs 616 Atlantic Shores Blvd Ste A Hallandale Beach, FL 33009-2533
Cielo On The Bay Condo Unit 1201 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #1201 Folio number: 2332090590090	Miguel D Orcasberro Claudia Gonzalez Burgos 7935 East Dr Apt 1201 North Bay Village, FL 33141-3687
Cielo On The Bay Condo Unit 1401 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #1401 Folio number: 2332090590100	Andy Gaertner Aurelia Gaertner 7935 East Dr Apt 1401 North Bay Village, FL 33141-3732
Cielo On The Bay Condo Unit 1501 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #1501 Folio number: 2332090590110	Radovan Bubanj Natalie Masnyj 7935 East Dr Apt 1501 North Bay Village, FL 33141-3732
Cielo On The Bay Condo Unit 402 Bldg 2 Undiv 2.8723467% Int In Common El Property address: 7935 East Dr, #402 Folio number: 2332090590120	Joseph E Imbriglia Carolyn G Imbriglia 683 Stoneylonesome Rd Stahlstown, PA 15687-1339
Cielo On The Bay Condo Unit 602 Bldg 2 Undiv 2.8723467% Int In Common El Property address: 7935 East Dr, #602 Folio number: 2332090590130	Ian Blake Nahmias 7935 East Dr Apt 602 North Bay Village, FL 33141-3686
Cielo On The Bay Condo Unit 802 Bldg 2 Undiv 2.8723467% Int In Common El Property address: 7935 East Dr, #802 Folio number: 2332090590140	Centennial Bank Trs C/O Centennial Bank Tr Department Paradise Palms Lan 7935 East Dr Apt 802 North Bay Village, FL 33141-3733

Cielo On The Bay Condo Unit 1002 Bldg 2 Undiv 2.8723467% Int In Common E Property address: 7935 East Dr, #1002 Folio number: 2332090590150	Anoland Infanzon Licea Fabio Ruiz Valdes 7935 East Dr Apt 1002 North Bay Village, FL 33141-3687
Cielo On The Bay Condo Unit 1202 Bldg 2 Undiv 2.8723467% Int In Common E Property address: 7935 East Dr, #1202 Folio number: 2332090590160	Philip Villegas 5908 SW 89th Ter Gainesville, FL 32608-5576
Cielo On The Bay Condo Unit 403 Bldg 3 Undiv 2.7694479% Int In Common El Property address: 7935 East Dr, #403 Folio number: 2332090590170	Terence J Gogarty Leslie W Adams 7935 East Dr Apt 403 North Bay Village, FL 33141-3686
Cielo On The Bay Condo Unit 603 Bldg 3 Undiv 2.7694479% Int In Common El Property address: 7935 East Dr, #603 Folio number: 2332090590180	Giuseppe Zappala Arjona Isabella Arjona 7935 East Dr Apt 603 North Bay Village, FL 33141-3686
Cielo On The Bay Condo Unit 803 Undiv 2.7694479% Int In Common Elements Property address: 7935 East Dr, #803 Folio number: 2332090590190	David Tayar Maxine Mendelssohn 7935 East Dr Apt 803 North Bay Village, FL 33141-3693
Cielo On The Bay Condo Units 1003 & 1004 Bldg 3 Undiv 2.7694479% & 2.704 Property address: 7935 East Dr, #1003 Folio number: 2332090590200	Cocket And Tubbs LLC 4770 Biscayne Blvd Ste 900 Miami, FL 33137-3232
Cielo On The Bay Condo Unit 1203 Bldg 3 Undiv 2.7694479% Int In Common E Property address: 7935 East Dr, #1203 Folio number: 2332090590210	Ana Beatrice Bustamante De Garcia Melissa Maria Bustamante Guirola PO Box 25364 Miami, FL 33102-5364
Cielo On The Bay Condo Unit 404 Bldg 4 Undiv 2.7047686% Int In Common El Property address: 7935 East Dr, #404 Folio number: 2332090590220	Lisa Halloran 7935 East Dr Apt 404 North Bay Village, FL 33141-3686
Cielo On The Bay Condo Unit 504 Bldg 4 Undiv 2.7047686% Int In Common El Property address: 7935 East Dr, #504 Folio number: 2332090590230	Sarah Krikorian Oconnell Michael Patrick Oconnell 7935 East Dr Apt 504 North Bay Village, FL 33141-3686
Cielo On The Bay Condo Unit 604 Undiv 2.7047686% Int In Common Elements Property address: 7935 East Dr, #604 Folio number: 2332090590240	Joan C Duarte Luis F Duarte 7935 East Dr Apt 604 North Bay Village, FL 33141-3686
Cielo On The Bay Condo Unit 704 Undiv 2.7047686% Int In Common Elements Property address: 7935 East Dr, #704 Folio number: 2332090590250	Bernard Agache Luciana Agache 7935 East Dr Apt 704 North Bay Village, FL 33141-3686

Cielo On The Bay Condo Unit 804 Bldg 4 Undiv 2.7047686% Int In Common El Property address: 7935 East Dr, #804 Folio number: 2332090590260	Habitus Sobe LLC 3020 NW 125th Ave Apt 314 Sunrise, FL 33323-6319
Cielo On The Bay Condo Unit 904 Bldg 4 Undiv 2.7047686% Int In Common El Property address: 7935 East Dr, #904 Folio number: 2332090590270	Miami Heaven LLC 7935 East Dr Apt 904 North Bay Village, FL 33141-3693
Cielo On The Bay Condo Unit 1204 Undiv 2.7047686% Int In Common Elements Property address: 7935 East Dr, #1204 Folio number: 2332090590290	Phoenix Property LLC 407 Lincoln Rd Ph NE Miami Beach, FL 33139-3021
Cielo On The Bay Condo Unit 1404 Bldg 4 Undiv 2.7047686% Int In Common E Property address: 7935 East Dr, #1404 Folio number: 2332090590300	Roberto Ruiz Mercedes Melendez 7935 East Dr Apt 1404 North Bay Village, FL 33141-3732
Cielo On The Bay Condo Unit 1504 Bldg 4 Undiv 2.7047686% Int In Common E Property address: 7935 East Dr, #1504 Folio number: 2332090590310	Hsdc Sunrise 1 LLC 777 Brickell Ave Ste 1114 Miami, FL 33131-2867
Cielo On The Bay Condo Unit Phi Bldg 5 Undiv 2.8076674% Int In Common El Property address: 7935 East Dr, #Phi Folio number: 2332090590320	Virginia Easley Johnson 7935 East Dr Apt Ph1 North Bay Village, FL 33141-3732
Cielo On The Bay Condo Unit 1502 Bldg 5 Undiv 2.8723467% Int In Common E Property address: 7935 East Dr, #1502 Folio number: 2332090590330	Mark S Kolta 7935 East Dr Apt Ph2 North Bay Village, FL 33141-3732
Cielo On The Bay Condo Unit 1503 Bldg 5 Undiv 2.7694479% Int In Common E Property address: 7935 East Dr, #1503 Folio number: 2332090590340	Fugen Ozvardar Trs Fugen Ozvardar Qual Domestic Marital Tr 7935 East Dr Apt Ph3 North Bay Village, FL 33141-3732
Cielo On The Bay Condo Unit Ph4 Bldg 5 Undiv 2.7047686% Int In Common El Property address: 7935 East Dr, #Ph4 Folio number: 2332090590350	Tajammal Ali Erica Norris 7935 East Dr Apt Ph4 North Bay Village, FL 33141-3732
Eloquence On The Bay Condo Harbor Island PB 44-72 Lots 65 Thru 77 & Subm Property address: Folio number: 2332090600001	Eloquence On The Bay Condo Assn 7928 East Drive, Mgmt Office North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 101 Undiv 1.004% Int In Common Elements Property address: 7928 East Dr, #101 Folio number: 2332090600010	Liam John Kehoe 7928 East Dr Apt 101 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 301 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #301 Folio number: 2332090600020	Bijan Manesh Katayoun Mobaraki Manesh 9815 Potomac Manors Dr Potomac, MD 20854-4924

Eloquence On The Bay Condo Unit 401 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #401 Folio number: 2332090600030	Lucas Daniel Alvarez 7928 East Dr Apt 401 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 501 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #501 Folio number: 2332090600040	Nenad Kokanovic 7928 East Dr Apt 501 North Bay Village, FL 33141-5686
Eloquence On The Bay Condo Unit 601 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #601 Folio number: 2332090600050	Eric R Danilchuk Trs Eric R Danilchuk 2002 Family Tr 7928 East Dr Apt 601 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 701 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #701 Folio number: 2332090600060	Rmely LLC 849 Tanglewood Cir Weston, FL 33327-1840
Eloquence On The Bay Condo Unit 801 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #801 Folio number: 2332090600070	James Antoine Lucas 7928 East Dr Apt 801 North Bay Village, FL 33141-5682
Eloquence On The Bay Condo Unit 901 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #901 Folio number: 2332090600080	Cmrt Miami LLC C/O Lisette Pie Salazar Pa 200 Crandon Blvd Ste 311 Key Biscayne, FL 33149-1614
Eloquence On The Bay Condo Unit 1001 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #1001 Folio number: 2332090600090	Wallace C Wittkoff Claudia B Wittkoff 7928 East Dr Apt 1001 North Bay Village, FL 33141-5682
Eloquence On The Bay Condo Unit 1101 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #1101 Folio number: 2332090600100	Jennifer Kaminski 7928 East Dr Apt 1101 North Bay Village, FL 33141-5683
Eloquence On The Bay Condo Unit 1201 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #1201 Folio number: 2332090600110	Ballmar Ltd C/O Patricia Musa 16137 Biscayne Blvd Aventura, FL 33160-4337
Eloquence On The Bay Condo Unit 1401 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #1401 Folio number: 2332090600120	Gilbert A Sand Trs Gilbert A Sand Trust 7928 East Dr Apt 1401 North Bay Village, FL 33141-5683
Eloquence On The Bay Condo Unit 1501 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #1501 Folio number: 2332090600130	Tucatupy804 Corp 4855 W Hillsboro Blvd Ste B3 Coconut Creek, FL 33073-4356
Eloquence On The Bay Condo Unit 1801 Undiv 1.591% Int In Common Elements Property address: 7928 East Dr, #1801 Folio number: 2332090600150	David Deroussis Veronique Deroussis 7928 East Dr Apt 1801 North Bay Village, FL 33141-5684

Eloquence On The Bay Condo Unit 2001 Undiv 2.277% Int In Common Elements Property address: 7928 East Dr, #2001 Folio number: 2332090600160	Yiannis Dumas Veronica Dumas 7928 East Dr Apt 2001 North Bay Village, FL 33141-5837
Eloquence On The Bay Condo Unit 102 Undiv 1.072% Int In Common Elements Property address: 7928 East Dr, #102 Folio number: 2332090600170	Andrea Schuessler 7928 East Dr Apt 102 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 302 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #302 Folio number: 2332090600180	Regina Vasquez 7928 East Dr Apt 302 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 402 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #402 Folio number: 2332090600190	Andrew Vera Melissa Vera 7928 East Dr Apt 402 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 502 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #502 Folio number: 2332090600200	P11 Group LLC 3543 SW 1st Ave Miami, FL 33145-3905
Eloquence On The Bay Condo Unit 602 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #602 Folio number: 2332090600210	Oedekoven Caine Miami LLC 7928 East Dr Apt 602 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 702 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #702 Folio number: 2332090600220	Sergio Menendez Aponte Andrea Menendez Aponte 7928 East Dr Apt 702 North Bay Village, FL 33141-5682
Eloquence On The Bay Condo Unit 802 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #802 Folio number: 2332090600230	Newstein Seven LLC 1123 Bay Dr Miami Beach, FL 33141-3624
Eloquence On The Bay Condo Unit 902 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #902 Folio number: 2332090600240	Jaw 358 LLC 7929 West Dr Apt 1202 North Bay Village, FL 33141-3356
Eloquence On The Bay Condo Unit 1002 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #1002 Folio number: 2332090600250	Paul Cassuto 7928 East Dr Apt 1002 North Bay Village, FL 33141-5682
Eloquence On The Bay Condo Unit 1102 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #1102 Folio number: 2332090600260	Nicholas Walter Bazar Sarabeth Beitchman 7928 East Dr Apt 1102 North Bay Village, FL 33141-5683
Eloquence On The Bay Condo Unit 1202 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #1202 Folio number: 2332090600270	Christian A Gonzalez Prieto 1121 Arlington Blvd Apt 717 Arlington, VA 22209-3212

Eloquence On The Bay Condo Unit 1402 Undiv 0.710% Int In Common Elements
Property address: 7928 East Dr, #1402
Folio number: 2332090600280

Eofh & Partners Investment LLC
3300 NE 188th St Apt 412
Miami, FL 33180-3372

Eloquence On The Bay Condo Unit 1502 Undiv 0.710% Int In Common Elements
Property address: 7928 East Dr, #1502
Folio number: 2332090600290

Heather Nutting
7928 East Dr Apt 1502
North Bay Village, FL 33141-5688

Eloquence On The Bay Condo Unit 1602 Undiv 1.025% Int In Common Elements
Property address: 7928 East Dr, #1602
Folio number: 2332090600300

Spb Mia LLC C/O Recalde Law Firm Pa
10800 Biscayne Blvd Ste 440
Miami, FL 33161-7806

Eloquence On The Bay Condo Unit 1802 Undiv 1.025% Int In Common Elements
Property address: 7928 East Dr, #1802
Folio number: 2332090600310

Clemente Felipe Vera
Enza Mongiovi Vera
7928 East Dr Apt 1802
North Bay Village, FL 33141-5684

Eloquence On The Bay Condo Unit 2002 Undiv 2.266% Int In Common Elements
Property address: 7928 East Dr, #2002
Folio number: 2332090600320

Abraha Taddese
7928 East Dr 2002 Ph2
North Bay Village, FL 33141

Eloquence On The Bay Condo Unit 103 Undiv 1.057% Int In Common Elements
Property address: 7928 East Dr, #103
Folio number: 2332090600330

Raquel Hussey Trs Paul S Hussey Trust
7928 East Dr Apt 103
North Bay Village, FL 33141-5681

Eloquence On The Bay Condo Unit 303 Undiv 0.528% Int In Common Elements
Property address: 7928 East Dr, #303
Folio number: 2332090600340

Fabio Armando Giorgio Parisi
Federica Balestrieri
7928 East Dr Apt 303
North Bay Village, FL 33141-5681

Eloquence On The Bay Condo Unit 403 Undiv 0.528% Int In Common Elements
Property address: 7928 East Dr, #403
Folio number: 2332090600350

Robeto R Guiulfo Patricia J Guiulfo
Andrea Guiulfo
1226 Iris Ct
Weston, FL 33326-3632

Eloquence On The Bay Condo Unit 503 Undiv 0.528% Int In Common Elements
Property address: 7928 East Dr, #503
Folio number: 2332090600360

Alejandro Lilo Victorero
7928 East Dr Apt 503
North Bay Village, FL 33141-5686

Eloquence On The Bay Condo Unit 603 Undiv 0.528% Int In Common Elements
Property address: 7928 East Dr, #603
Folio number: 2332090600370

Latelier IV Corp
2750 NE 185th St Ste 202
Miami, FL 33180-2877

Eloquence On The Bay Condo Unit 703 Undiv 0.528% Int In Common Elements
Property address: 7928 East Dr, #703
Folio number: 2332090600380

Montrex Logistics LLC
2719 Hollywood Blvd Ste B264
Hollywood, FL 33020-4821

Eloquence On The Bay Condo Unit 803 Undiv 0.528% Int In Common Elements
Property address: 7928 East Dr, #803
Folio number: 2332090600390

Christof Pignet
869 Elvira Ave
Nashville, TN 37216-3006

Eloquence On The Bay Condo Unit 903 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #903 Folio number: 2332090600400	Celestine Serafine LLC 11420 N Kendall Dr Ste 207 Miami, FL 33176-1039
Eloquence On The Bay Condo Unit 1003 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #1003 Folio number: 2332090600410	Maria Belen Dousdebes 7928 East Dr Apt 1003 North Bay Village, FL 33141-5682
Eloquence On The Bay Condo Unit 1403 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #1403 Folio number: 2332090600440	Kathleen Schubert 579 Sagamore Ave Unit 106 Portsmouth, NH 03801-5573
Eloquence On The Bay Condo Unit 1503 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #1503 Folio number: 2332090600450	Avtun Eymen Le Rem Ozlem Eymen Turabi 7928 East Dr Apt 1503 North Bay Village, FL 33141-5688
Eloquence On The Bay Condo Unit 1603 Undiv 1.004% Int In Common Elements Property address: 7928 East Dr, #1603 Folio number: 2332090600460	Jose V Sanchez Christy Lynette Raynor 7928 East Dr Apt 1603 North Bay Village, FL 33141-5684
Eloquence On The Bay Condo Unit 1803 Undiv 1.004% Int In Common Elements Property address: 7928 East Dr, #1803 Folio number: 2332090600470	Gunther Schnitzer Alejandra Olvera Garcia 7928 East Dr Apt 1803 North Bay Village, FL 33141-5684
Eloquence On The Bay Condo Unit 104 Undiv 1.004% Int In Common Elements Property address: 7928 East Dr, #104 Folio number: 2332090600480	Eric Nam 7928 East Dr Apt 104 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 304 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #304 Folio number: 2332090600490	Camilo Balzan 7928 East Dr Apt 304 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 404 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #404 Folio number: 2332090600500	Mario Andres Mustafa 7928 East Dr Apt 404 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 504 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #504 Folio number: 2332090600510	Bryan Flick 3555 Flamingo Dr Miami Beach, FL 33140-3922
Eloquence On The Bay Condo Unit 604 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #604 Folio number: 2332090600520	Kyle Allen 7928 East Dr Apt 604 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 704 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #704 Folio number: 2332090600530	Vazquez & Ordonez Investments LLC 7928 East Dr Apt 704 North Bay Village, FL 33141-5682

Eloquence On The Bay Condo Unit 804 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #804 Folio number: 2332090600540	Homer Lee Hickson 7928 East Dr Apt 804 North Bay Village, FL 33141-5682
Eloquence On The Bay Condo Unit 904 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #904 Folio number: 2332090600550	Gabriela Sanchez Vegas 7930 East Dr #904 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 1004 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #1004 Folio number: 2332090600560	Eloquence1510 LLC 785 Crandon Blvd Apt 306 Key Biscayne, FL 33149-2589
Eloquence On The Bay Condo Unit 1104 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #1104 Folio number: 2332090600570	Promotora De Construccion C/O Manuel J Vadillo LLP Saltillo S De R L De 11402 NW 41st St Ste 202 Doral, FL 33178-4861
Eloquence On The Bay Condo Unit 1204 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #1204 Folio number: 2332090600580	Luis Homero Vivas Sardi Trs The Luis Homero Vivas Sardi Rev Tr 7928 East Dr Apt 1204 North Bay Village, FL 33141-5683
Eloquence On The Bay Condo Unit 1404 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #1404 Folio number: 2332090600590	Jose Reyes 2 Victor St Lodi, NJ 07644-2510
Eloquence On The Bay Condo Unit 1504 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #1504 Folio number: 2332090600600	Concepcion Pierina Camino Alejandra Campins 7928 East Dr Apt 1504 North Bay Village, FL 33141-5688
Eloquence On The Bay Condo Unit 1604 Undiv 1.593% Int In Common Elements Property address: 7928 East Dr, #1604 Folio number: 2332090600610	Eloquence 1604 LLC 9655 E Bay Harbor Dr Apt 7N Bay Harbor Islands, FL 33154-2122
Eloquence On The Bay Condo Unit 1804 Undiv 1.593% Int In Common Elements Property address: 7928 East Dr, #1804 Folio number: 2332090600620	Pietro Magliocca 7928 East Dr Apt 1804 North Bay Village, FL 33141-5684
Eloquence On The Bay Condo Unit 105 Undiv 1.021% Int In Common Elements Property address: 7928 East Dr, #105 Folio number: 2332090600630	Ariel Cubides 1908 NW 79th Ave Doral, FL 33126-1100
Eloquence On The Bay Condo Unit 405 Undiv 0.899% Int In Common Elements Property address: 7928 East Dr, #405 Folio number: 2332090600650	Marisol Archila Ruiz De Mendez 7928 East Dr Apt 405 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 505 Undiv 0.899% Int In Common Elements Property address: 7928 East Dr, #505 Folio number: 2332090600660	Marial Investments Corp 7928 East Dr Apt 505 North Bay Village, FL 33141-5686

Eloquence On The Bay Condo Unit 605 Undiv 0.899% Int In Common Elements Property address: 7928 East Dr, #605 Folio number: 2332090600670	Boris Darchy Jocelyne Darchy 970 NE 87th St Miami, FL 33138-3636
Eloquence On The Bay Condo Unit 705 Undiv 0.899% Int In Common Elements Property address: 7928 East Dr, #705 Folio number: 2332090600680	705 North Bay Village LLC 2301 Collins Ave Apt 739 Miami Beach, FL 33139-1631
Eloquence On The Bay Condo Unit 805 Undiv 0.899% Int In Common Elements Property address: 7928 East Dr, #805 Folio number: 2332090600690	Osmany Palma Virlenys Hernandez Palma 7928 East Dr Apt 805 North Bay Village, FL 33141-5682
Eloquence On The Bay Condo Unit 905 Undiv 0.899% Int In Common Elements Property address: 7928 East Dr, #905 Folio number: 2332090600700	Viela Investment LLC 20200 W Dixie Hwy 1203 Aventura, FL 33180
Eloquence On The Bay Condo Unit 1005 Undiv 0.899% Int In Common Elements Property address: 7928 East Dr, #1005 Folio number: 2332090600710	3F Ato Investments Corp 3111 N University Dr Ste 105 Coral Springs, FL 33065-5049
Eloquence On The Bay Condo Unit 1105 Undiv 0.899% Int In Common Elements Property address: 7928 East Dr, #1105 Folio number: 2332090600720	Panagiotis Nakos Alexandra Poliadis 7928 East Dr Apt 1105 North Bay Village, FL 33141-5683
Eloquence On The Bay Condo Unit 1205 Undiv 0.899% Int In Common Elements Property address: 7928 East Dr, #1205 Folio number: 2332090600730	Mohammed Saad A Allehidan Jtrs Saad Abdulrahman M Allhaidan Jtrs 7930 East 1205 Drive #1205 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 1405 Undiv 0.899% Int In Common Elements Property address: 7930 East Dr, #1405 Folio number: 2332090600740	Thomas Kuhles 7930 East Dr #1405 North Bay Village, FL 33141-3311
Eloquence On The Bay Condo Unit 1505 Undiv 0.899% Int In Common Elements Property address: 7930 East Dr, #1505 Folio number: 2332090600750	Juan C Sanchez 7930 East Dr #1505 North Bay Village, FL 33141-3311
Eloquence On The Bay Condo Unit 1605 Undiv 1.624% Int In Common Elements Property address: 7930 East Dr, #1605 Folio number: 2332090600760	Allan David Koltun Kimberly Robinson 7930 East Dr 1605 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 1805 Undiv 1.624% Int In Common Elements Property address: 7930 East Dr, #1805 Folio number: 2332090600770	Alexander Shvarts Susanna Roitman 7930 East Dr 1805 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 106 Undiv 1.591% Int In Common Elements Property address: 7928 East Dr, #106 Folio number: 2332090600780	Nathaniel V Stevens 7928 East Dr Apt 106 North Bay Village, FL 33141-5681

Eloquence On The Bay Condo Unit 306 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #306 Folio number: 2332090600790	Osmany Palma 7928 East Dr Apt 306 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 506 Undiv 0.528% Int In Common Elements Property address: 7930 East Dr, #506 Folio number: 2332090600810	Xia Xia Terranova 7930 East Dr 506 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 606 Undiv 0.528% Int In Common Elements Property address: 7930 East Dr, #606 Folio number: 2332090600820	Kelly Eicher 7930 East Dr 606 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 706 Undiv 0.528% Int In Common Elements Property address: 7930 East Dr, #706 Folio number: 2332090600830	Cosmos Solid Asset LLC 8877 Collins Ave Apt 305 Surfside, FL 33154-3519
Eloquence On The Bay Condo Unit 806 Undiv 0.528% Int In Common Elements Property address: 7930 East Dr, #806 Folio number: 2332090600840	Elizabeth Attias Duarte Atilio Martinez Rojas 7930 East Dr #806 North Bay Village, FL 33141-3311
Eloquence On The Bay Condo Unit 906 Undiv 0.528% Int In Common Elements Property address: 7930 East Dr, #906 Folio number: 2332090600850	Miami Paradise Investment LLC 16400 Collins Ave Apt 1743 Sunny Isles Beach, FL 33160-4566
Eloquence On The Bay Condo Unit 1006 Undiv 0.528% Int In Common Elements Property address: 7930 East Dr, #1006 Folio number: 2332090600860	Selena Varela Serra 7930 East Dr 1006 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 1106 Undiv 0.528% Int In Common Elements Property address: 7930 East Dr, #1106 Folio number: 2332090600870	Sopranico Corp 1110 Brickell Ave Miami, FL 33131-3132
Eloquence On The Bay Condo Unit 1206 Undiv 0.528% Int In Common Elements Property address: 7930 East Dr, #1206 Folio number: 2332090600880	Paul Radu 7930 East Dr 1206 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 1406 Undiv 0.528% Int In Common Elements Property address: 7930 East Dr, #1406 Folio number: 2332090600890	Ariel Cubides 7930 East Dr #1406 North Bay Village, FL 33141-3311
Eloquence On The Bay Condo Unit 1506 Undiv 0.528% Int In Common Elements Property address: 7930 East Dr, #1506 Folio number: 2332090600900	Ariel Cubides 14039 SW 14th St Miami, FL 33184-2708
Eloquence On The Bay Condo Unit 1606 Undiv 1.004% Int In Common Elements Property address: 7930 East Dr, #1606 Folio number: 2332090600910	Balada Capital LLC 7928 East Dr Apt 1606 North Bay Village, FL 33141-5684

Eloquence On The Bay Condo Unit 1806 Undiv 1.004% Int In Common Elements
Property address: 7930 East Dr, #1806
Folio number: 2332090600920

Nicholas J Debetta
7928 East Dr Apt 1806
North Bay Village, FL 33141-5684

Eloquence On The Bay Condo Unit 307 Undiv 0.536% Int In Common Elements
Property address: 7930 East Dr, #307
Folio number: 2332090600930

Suiza Property Condominium LLC
20801 Biscayne Blvd
Miami, FL 33180-1430

Eloquence On The Bay Condo Unit 407 Undiv 0.536% Int In Common Elements
Property address: 7930 East Dr, #407
Folio number: 2332090600940

Cerro Largo Investor Inc
1687 NE 123rd St
North Miami, FL 33181-2702

Eloquence On The Bay Condo Unit 507 Undiv 0.536% Int In Common Elements
Property address: 7930 East Dr, #507
Folio number: 2332090600950

Magu Group LLC
16192 Coastal Hwy
Lewes, DE 19958-3608

Eloquence On The Bay Condo Unit 607 Undiv 0.536% Int In Common Elements
Property address: 7930 East Dr, #607
Folio number: 2332090600960

Daniel Jeremie Benattar
7930 East Dr Unit 607
North Bay Village, FL 33141

Eloquence On The Bay Condo Unit 707 Undiv 0.536% Int In Common Elements
Property address: 7930 East Dr, #707
Folio number: 2332090600970

Marias One LLC
5805 Waterford District Dr Ste 220
Miami, FL 33126-2056

Eloquence On The Bay Condo Unit 807 Undiv 0.536% Int In Common Elements
Property address: 7930 East Dr, #807
Folio number: 2332090600980

Pier Luigi Dossena
7930 East Dr #807
North Bay Village, FL 33141

Eloquence On The Bay Condo Unit 907 Undiv 0.536% Int In Common Elements
Property address: 7930 East Dr, #907
Folio number: 2332090600990

Miami Paradise Investment LLC
16400 Collins Ave Apt 1743
Sunny Isles Beach, FL 33160-4566

Eloquence On The Bay Condo Unit 1007 Undiv 0.536% Int In Common Elements
Property address: 7930 East Dr, #1007
Folio number: 2332090601000

Inveruinon Gloria & Leo 2013 LLC
PO Box 490469
Key Biscayne, FL 33149-0469

Eloquence On The Bay Condo Unit 1107 Undiv 0.536% Int In Common Elements
Property address: 7930 East Dr, #1107
Folio number: 2332090601010

Katherine C G Schoonbaert Mejia
7930 East Dr #1107
North Bay Village, FL 33141-3311

Eloquence On The Bay Condo Unit 1207 Undiv 0.536% Int In Common Elements
Property address: 7930 East Dr, #1207
Folio number: 2332090601020

Piti One LLC
5931 NW 173rd Dr Unit 9
Hialeah, FL 33015-5107

Eloquence On The Bay Condo Unit 1407 Undiv 0.536% Int In Common Elements
Property address: 7930 East Dr, #1407
Folio number: 2332090601030

Walid A Jaziri Trs
Walid Jaziri 2016 Revoc Tr
108 New London Tpke
Norwich, CT 06360-2645

Eloquence On The Bay Condo Unit 1507 Undiv 0.536% Int In Common Elements Property address: 7930 East Dr, #1507 Folio number: 2332090601040	Monica N Fallone Luis E Mancera Basalo 7930 East Dr 1507 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 1607 Undiv 1.025% Int In Common Elements Property address: 7930 East Dr, #1607 Folio number: 2332090601050	Eloquencia En La Bahia LLC 2751 N Miami Ave Miami, FL 33127-4439
Eloquence On The Bay Condo Unit 1807 Undiv 1.025% Int In Common Elements Property address: 7930 East Dr, #1807 Folio number: 2332090601060	Elocuencia En La Bahia LLC 2751 N Miami Ave Miami, FL 33127-4439
Eloquence On The Bay Condo Unit 308 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #308 Folio number: 2332090601070	Luisa F Angulo Gartner Andres Felipe Garcia Nieto 7930 East Dr 308 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 408 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #408 Folio number: 2332090601080	Diessa Usa LLC 7928 East Dr Apt 408 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 508 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #508 Folio number: 2332090601090	Omar Diaz 7930 East Dr #508 North Bay Village, FL 33141-3311
Eloquence On The Bay Condo Unit 608 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #608 Folio number: 2332090601100	Charles Bonney Ache 7930 East Dr 608 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 708 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #708 Folio number: 2332090601110	Sergio Menedez Aponte Andrea Menedez Aponte 7930 East Dr #708 Miami, FL 33141
Eloquence On The Bay Condo Unit 808 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #808 Folio number: 2332090601120	Juez And Juez Investments Corporation 7135 Collins Ave Apt 336 Miami Beach, FL 33141-3227
Eloquence On The Bay Condo Unit 908 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #908 Folio number: 2332090601130	Stephen W Lees & Barbara Horton Lees Le Rem Stephen W Lees Trs 7928 East Dr Apt 908 North Bay Village, FL 33141-5682
Eloquence On The Bay Condo Unit 1008 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #1008 Folio number: 2332090601140	Oscar Restrepo Blanca Restrepo 7930 East Dr #1008 North Bay Village, FL 33141-3311
Eloquence On The Bay Condo Unit 1108 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #1108 Folio number: 2332090601150	Nueva Era 20 LLC 16192 Coastal Hwy Lewes, DE 19958-3608

Eloquence On The Bay Condo Unit 1408 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #1408 Folio number: 2332090601170	Fredrick Jacinto Lopez Angela M Larusso Lopez 7930 East Dr #1408 North Bay Village, FL 33141-3311
Eloquence On The Bay Condo Unit 1508 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #1508 Folio number: 2332090601180	Fabio Parisi Federica Balestrieri 7928 East Dr North Bay Village, FL 33141-5685
Eloquence On The Bay Condo Unit 1608 Undiv 1.591% Int In Common Elements Property address: 7928 East Dr, #1608 Folio number: 2332090601190	Paul M Sperling Trs Sperling Family Trust R Brenda Sperling Trs 7928 East Dr Apt 1608 North Bay Village, FL 33141-5684
Eloquence On The Bay Condo Unit 1808 Undiv 1.591% Int In Common Elements Property address: 7930 East Dr, #1808 Folio number: 2332090601200	American Pie LLC 3370 Mary St Miami, FL 33133-5215

Adrian Calabuig Orsi
Los Cipreses 46 Los Bosques
Colina Rm, Chile

7927/7931 East Drive
Property Holdings LLC
PO Box 96702
Maple Ontario L6a0a2, Canada

John Garcea Trs Garcea Family
Vacation Tr Mable Maria Garcea Trs
432 Moore Rd
Province Manitoba R2p 2W4, Canada

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50 Parisienne Rd
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Toronto Ontario, Canada

Michael Vitale
Joanna Liberata Vitale
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Sonny Martorana Trs Sonny
Martorana Liv Trust Janie Ethier Trs
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Australia

Treasure Island Dev Co LLC
400 Park Ave
New York, NY 10022-4406

Bay Four Inc
20700 W Dixie Hwy
Miami, FL 33180-1146

Nbv Majestic Isles LLC
333 SE 2nd Ave Ste 4400
Miami, FL 33131-2184

8000 West Drive Ground Owner LLC
C/O Safehold Inc
1114 Avenue Of The Americas
New York, NY 10036-7703

Robmar Miami LLC
PO Box 403489
Miami Beach, FL 33140-1489

Jacob Waterfront Properties LLC
1177 NW 81st St
Miami, FL 33150-2739

Chateau Isle Inc
P.O. Box 668083
Miami, FL 33166

Patricia Diaz Jennifer Davidson
7941 West Dr Apt 101
Miami, FL 33139

Edward Van Ekeris
7941 West Dr Apt 102
North Bay Village, FL 33141-5589

Carl Scott Hummel
7939 West Dr Apt 103
North Bay Village, FL 33141-5588

Satoko Umeda
7939 West Dr Apt 104
North Bay Village, FL 33141-5588

Roberto Jose Cutillas Garcia
1902 Orchard Dr
Apopka, FL 32712-2404

Alan I Weiner Miriam Weiner
7941 West Dr Apt 202
North Bay Village, FL 33141-5589

Jose Luis Moll Diaz
7939 West Dr Apt 203
North Bay Village, FL 33141-5588

Carolina Burgos
7939 West Dr Apt 204
North Bay Village, FL 33141-5588

Allan M Maquieira
7941 West Dr Apt 301
North Bay Village, FL 33141-5589

Alan L Andai
7941 West Dr Apt 302
North Bay Village, FL 33141-5589

Jaime Baker
7939 West Dr Apt 303
North Bay Village, FL 33141-5588

Edgar Abada
7939 West Dr Apt 304
North Bay Village, FL 33141-5588

Bays Water Condo Assn
C/O Nautica Management
PO Box 41-4331
Miami Beach, FL 33141

Lilian Tereza Saud Jose A Saud
7945 East Dr Apt 101
North Bay Village, FL 33141-3303

Sondra Shumaker
7945 East Dr Apt 201
North Bay Village, FL 33141-3304

Luis Lentijo
7945 East Dr Apt 301
North Bay Village, FL 33141-3305

Juan Castro
7945 East Dr Apt 102
North Bay Village, FL 33141-3303

Hannah Lombardo
7945 East Dr Apt 202
North Bay Village, FL 33141-3304

Real Deal LLC
150 SE 2nd Ave Ste 1408
Miami, FL 33131-1582

Nelly & Ana Watson
7945 East Dr Apt 104
North Bay Village, FL 33141-3303

Domus Ap LLC
7945 East Dr Apt 204
North Bay Village, FL 33141-3304

Jennifer Esther Garcia
7945 East Dr Apt 304
North Bay Village, FL 33141-3306

Gladys V Rodriguez Perez
Roberto R Rodriguez Ana Ibis Lanier
1356 Biarritz Dr
Miami Beach, FL 33141-3636

Marcelo Netto
Carlos A Rodrigues
7945 East Dr Apt 205
North Bay Village, FL 33141-3305

Katharina Oos
7945 East Dr Apt 305
North Bay Village, FL 33141-3306

Osmany Prada
1385 Marseille Dr
Miami Beach, FL 33141-3606

Michael Cariglio
9056 Byron Ave
Surfside, FL 33154-3238

Alpha LLC
7945 East Dr Apt 306
North Bay Village, FL 33141-3306

Emma J Salgado
7945 East Dr Apt 107
North Bay Village, FL 33141-3303

Mgp Shipping Line LLC
7900 Tatum Waterway Dr Apt 502
Miami Beach, FL 33141-1940

Sondra S Shumaker
7945 East Dr Apt 307
North Bay Village, FL 33141-3306

Pamela Seniza
7945 East Dr Apt 108
North Bay Village, FL 33141-3303

Marc Adam Stanions
7263 Lombardy St
Boynton Beach, FL 33472-7343

Lydia Perzoff
80 S Shore Dr Apt 311
Miami Beach, FL 33141-6708

Soumia Khaldoun
3677 Thomas Ave
Miami, FL 33133-5709

Nicholas R Lawrence
Emily E Lawrence
7945 East Dr Apt 309
North Bay Village, FL 33141-3306

West Bay Condo Assn
7935 West Dr Apt 4
North Bay Village, FL 33141-5586

Nicola F Brisuela
1525 Normandy Dr
Miami Beach, FL 33141-4701

Pedro Linares Zelaya
7935 West Dr Apt 2
North Bay Village, FL 33141-5586

Gloria E Bailen
7935 West Dr Apt 3
North Bay Village, FL 33141-5586

Mercedes Brito
7935 West Dr Apt 4
North Bay Village, FL 33141-5586

7935 W Dr Unit 5 LLC
1825 Bay Dr
Miami Beach, FL 33141-4707

Liliam Brito
7935 West Dr Apt 6
North Bay Village, FL 33141-5590

7935 West Drive Unit 7 LLC
1825 Bay Dr
Miami Beach, FL 33141-4707

Melisa Brito
7935 West Dr Apt 8
North Bay Village, FL 33141-5590

Nbv Tower LLC
3585 NE 207th St #C9-800610
Miami, FL 33280-7074

Cielo On The Bay Condo Assn
7935 East Dr. #100 Office
North Bay Village, FL 33141-3686

Aurelio E Fernandez Trs Fernandez Family Trust Berta Fernandez Trs
730 Egret Pointe
Vero Beach, FL 32963-2164

Pinecrest Industries LLC
10820 NW 29th St
Doral, FL 33172-2149

Danilo Junior Ribeiro De Avila
7935 East Dr Apt 601
North Bay Village, FL 33141-3686

Antonio Urdaneta
Gisela Camacho Urdaneta
7935 East Dr Apt 701
North Bay Village, FL 33141-3686

Miguel Dorcasberro
Claudia Gonzalez Dorcasberro
7935 East Dr Apt 1201
North Bay Village, FL 33141-3687

Roberto Legrand
7935 East Dr Apt 901
North Bay Village, FL 33141-3693

Blue Moon Trust
6000 Collins Ave Apt 122
Miami Beach, FL 33140-2371

Ronald E Temkin Trs Ronald E Temkin Legacy Tr No 4 Maria T Temkin Trs
616 Atlantic Shores Blvd Ste A
Hallandale Beach, FL 33009-2533

Miguel D Orcasberro
Claudia Gonzalez Burgos
7935 East Dr Apt 1201
North Bay Village, FL 33141-3687

Andy Gaertner Aurelia Gaertner
7935 East Dr Apt 1401
North Bay Village, FL 33141-3732

Radovan Bubanj Natalie Masnyj
7935 East Dr Apt 1501
North Bay Village, FL 33141-3732

Joseph E Imbriglia Carolyn G Imbriglia
683 Stoneylonesome Rd
Stahlstown, PA 15687-1339

Ian Blake Nahmias
7935 East Dr Apt 602
North Bay Village, FL 33141-3686

Centennial Bank Trs C/O Centennial Bank Tr Dep Paradise Palms Lan
7935 East Dr Apt 802
North Bay Village, FL 33141-3733

Anoland Infanzon Licea
Fabio Ruiz Valdes
7935 East Dr Apt 1002
North Bay Village, FL 33141-3687

Philip Villegas
5908 SW 89th Ter
Gainesville, FL 32608-5576

Terence J Gogarty Leslie W Adams
7935 East Dr Apt 403
North Bay Village, FL 33141-3686

Giuseppe Zappala Arjona
Isabella Arjona
7935 East Dr Apt 603
North Bay Village, FL 33141-3686

David Tayar Maxine Mendelssohn
7935 East Dr Apt 803
North Bay Village, FL 33141-3693

Cocket And Tubbs LLC
4770 Biscayne Blvd Ste 900
Miami, FL 33137-3232

Ana Beatrice Bustamante De Garcia
Melissa Maria Bustamante Guirola
PO Box 25364
Miami, FL 33102-5364

Lisa Halloran
7935 East Dr Apt 404
North Bay Village, FL 33141-3686

Sarah Krikorian Oconnell
Michael Patrick Oconnell
7935 East Dr Apt 504
North Bay Village, FL 33141-3686

Joan C Duarte Luis F Duarte
7935 East Dr Apt 604
North Bay Village, FL 33141-3686

Bernard Agache Luciana Agache
7935 East Dr Apt 704
North Bay Village, FL 33141-3686

Habitus Sobe LLC
3020 NW 125th Ave Apt 314
Sunrise, FL 33323-6319

Miami Heaven LLC
7935 East Dr Apt 904
North Bay Village, FL 33141-3693

Phoenix Property LLC
407 Lincoln Rd Ph NE
Miami Beach, FL 33139-3021

Roberto Ruiz Mercedes Melendez
7935 East Dr Apt 1404
North Bay Village, FL 33141-3732

Hsdc Sunrise 1 LLC
777 Brickell Ave Ste 1114
Miami, FL 33131-2867

Virginia Easley Johnson
7935 East Dr Apt Ph1
North Bay Village, FL 33141-3732

Mark S Kolta
7935 East Dr Apt Ph2
North Bay Village, FL 33141-3732

Fugen Ozvardar Trs Fugen Ozvardar
Qual Domestic Marital Tr
7935 East Dr Apt Ph3
North Bay Village, FL 33141-3732

Tajammal Ali Erica Norris
7935 East Dr Apt Ph4
North Bay Village, FL 33141-3732

Eloquence On The Bay Condo Assn
7928 East Drive, Mgmt Office
North Bay Village, FL 33141

Liam John Kehoe
7928 East Dr Apt 101
North Bay Village, FL 33141-5681

Bijan Manesh Katayoun
Mobaraki Manesh
9815 Potomac Manors Dr
Potomac, MD 20854-4924

Lucas Daniel Alvarez
7928 East Dr Apt 401
North Bay Village, FL 33141-5681

Nenad Kokanovic
7928 East Dr Apt 501
North Bay Village, FL 33141-5686

Eric R Danilchuk Trs
Eric R Danilchuk 2002 Family Tr
7928 East Dr Apt 601
North Bay Village, FL 33141-5681

Rmely LLC
849 Tanglewood Cir
Weston, FL 33327-1840

James Antoine Lucas
7928 East Dr Apt 801
North Bay Village, FL 33141-5682

Cmrt Miami LLC
C/O Lisette Pie Salazar Pa
200 Crandon Blvd Ste 311
Key Biscayne, FL 33149-1614

Wallace C Wittkoff
Claudia B Wittkoff
7928 East Dr Apt 1001
North Bay Village, FL 33141-5682

Jennifer Kaminski
7928 East Dr Apt 1101
North Bay Village, FL 33141-5683

Ballmar Ltd C/O Patricia Musa
16137 Biscayne Blvd
Aventura, FL 33160-4337

Gilbert A Sand Trs Gilbert A Sand Trust
7928 East Dr Apt 1401
North Bay Village, FL 33141-5683

Tucatupy804 Corp
4855 W Hillsboro Blvd Ste B3
Coconut Creek, FL 33073-4356

David Deroussis
Veronique Deroussis
7928 East Dr Apt 1801
North Bay Village, FL 33141-5684

Yiannis Dumas Veronica Dumas
7928 East Dr Apt 2001
North Bay Village, FL 33141-5837

Andrea Schuessler
7928 East Dr Apt 102
North Bay Village, FL 33141-5681

Regina Vasquez
7928 East Dr Apt 302
North Bay Village, FL 33141-5681

Andrew Vera Melissa Vera
7928 East Dr Apt 402
North Bay Village, FL 33141-5681

P11 Group LLC
3543 SW 1st Ave
Miami, FL 33145-3905

Oedekoven Caine Miami LLC
7928 East Dr Apt 602
North Bay Village, FL 33141-5681

Sergio Menendez Aponte
Andrea Menendez Aponte
7928 East Dr Apt 702
North Bay Village, FL 33141-5682

Newstein Seven LLC
1123 Bay Dr
Miami Beach, FL 33141-3624

Jaw 358 LLC
7929 West Dr Apt 1202
North Bay Village, FL 33141-3356

Paul Cassuto
7928 East Dr Apt 1002
North Bay Village, FL 33141-5682

Nicholas Walter Bazar
Sarabeth Beitchman
7928 East Dr Apt 1102
North Bay Village, FL 33141-5683

Christian A Gonzalez Prieto
1121 Arlington Blvd Apt 717
Arlington, VA 22209-3212

Eofh & Partners Investment LLC
3300 NE 188th St Apt 412
Miami, FL 33180-3372

Heather Nutting
7928 East Dr Apt 1502
North Bay Village, FL 33141-5688

Spb Mia LLC
C/O Recalde Law Firm Pa
10800 Biscayne Blvd Ste 440
Miami, FL 33161-7806

Clemente Felipe Vera
Enza Mongiovi Vera
7928 East Dr Apt 1802
North Bay Village, FL 33141-5684

Abraha Taddese
7928 East Dr 2002 Ph2
North Bay Village, FL 33141

Raquel Hussey Trs
Paul S Hussey Trust
7928 East Dr Apt 103
North Bay Village, FL 33141-5681

Fabio Armando Giorgio Parisi
Federica Balestrieri
7928 East Dr Apt 303
North Bay Village, FL 33141-5681

Robeto R Guiulfo
Patricia J Guiulfo Andrea Guiulfo
1226 Iris Ct
Weston, FL 33326-3632

Alejandro Lilo Victorero
7928 East Dr Apt 503
North Bay Village, FL 33141-5686

Latelier IV Corp
2750 NE 185th St Ste 202
Miami, FL 33180-2877

Montrex Logistics LLC
2719 Hollywood Blvd Ste B264
Hollywood, FL 33020-4821

Christof Pignet
869 Elvira Ave
Nashville, TN 37216-3006

Celestine Serafine LLC
11420 N Kendall Dr Ste 207
Miami, FL 33176-1039

Maria Belen Dousdebes
7928 East Dr Apt 1003
North Bay Village, FL 33141-5682

Kathleen Schubert
579 Sagamore Ave Unit 106
Portsmouth, NH 03801-5573

Avtun Eymen Le
Rem Ozlem Eymen Turabi
7928 East Dr Apt 1503
North Bay Village, FL 33141-5688

Jose V Sanchez
Christy Lynette Raynor
7928 East Dr Apt 1603
North Bay Village, FL 33141-5684

Gunther Schnitzer
Alejandra Olvera Garcia
7928 East Dr Apt 1803
North Bay Village, FL 33141-5684

Eric Nam
7928 East Dr Apt 104
North Bay Village, FL 33141

Camilo Balzan
7928 East Dr Apt 304
North Bay Village, FL 33141-5681

Mario Andres Mustafa
7928 East Dr Apt 404
North Bay Village, FL 33141-5681

Bryan Flick
3555 Flamingo Dr
Miami Beach, FL 33140-3922

Kyle Allen
7928 East Dr Apt 604
North Bay Village, FL 33141-5681

Vazquez & Ordonez
Investments LLC
7928 East Dr Apt 704
North Bay Village, FL 33141-5682

Homer Lee Hickson
7928 East Dr Apt 804
North Bay Village, FL 33141-5682

Gabriela Sanchez Vegas
7930 East Dr #904
North Bay Village, FL 33141

Eloquence1510 LLC
785 Crandon Blvd Apt 306
Key Biscayne, FL 33149-2589

Promotora De Construccion C/O
Manuel J Vadillo LLP Saltillo S De R L
11402 NW 41st St Ste 202
Doral, FL 33178-4861

Luis Homero Vivas Sardi Trs
The Luis Homero Vivas Sardi Rev Tr
7928 East Dr Apt 1204
North Bay Village, FL 33141-5683

Jose Reyes
2 Victor St
Lodi, NJ 07644-2510

Concepcion Pierina Camino
Alejandra Campins
7928 East Dr Apt 1504
North Bay Village, FL 33141-5688

Eloquence 1604 LLC
9655 E Bay Harbor Dr Apt 7N
Bay Harbor Islands, FL 33154-2122

Pietro Magliocca
7928 East Dr Apt 1804
North Bay Village, FL 33141-5684

Ariel Cubides
1908 NW 79th Ave
Doral, FL 33126-1100

Marisol Archila Ruiz De Mendez
7928 East Dr Apt 405
North Bay Village, FL 33141-5681

Marial Investments Corp
7928 East Dr Apt 505
North Bay Village, FL 33141-5686

Boris Darchy Jocelyne Darchy
970 NE 87th St
Miami, FL 33138-3636

705 North Bay Village LLC
2301 Collins Ave Apt 739
Miami Beach, FL 33139-1631

Osmany Palma
Virlenys Hernandez Palma
7928 East Dr Apt 805
North Bay Village, FL 33141-5682

Viela Investment LLC
20200 W Dixie Hwy 1203
Aventura, FL 33180

3F Ato Investments Corp
3111 N University Dr Ste 105
Coral Springs, FL 33065-5049

Panagiotis Nakos
Alexandra Poliadis
7928 East Dr Apt 1105
North Bay Village, FL 33141-5683

Mohammed Saad A Allehidan Jtrs
Saad Abdulrahman M Allhaidan Jtrs
7930 East 1205 Drive #1205
North Bay Village, FL 33141

Thomas Kuhles
7930 East Dr #1405
North Bay Village, FL 33141-3311

Juan C Sanchez
7930 East Dr #1505
North Bay Village, FL 33141-3311

Allan David Koltun
Kimberly Robinson
7930 East Dr 1605
North Bay Village, FL 33141

Alexander Shvarts
Susanna Roitman
7930 East Dr 1805
North Bay Village, FL 33141

Nathaniel V Stevens
7928 East Dr Apt 106
North Bay Village, FL 33141-5681

Osmany Palma
7928 East Dr Apt 306
North Bay Village, FL 33141-5681

Xia Xia Terranova
7930 East Dr 506
North Bay Village, FL 33141

Kelly Eicher
7930 East Dr 606
North Bay Village, FL 33141

Cosmos Solid Asset LLC
8877 Collins Ave Apt 305
Surfside, FL 33154-3519

Elizabeth Attias Duarte
Atilio Martinez Rojas
7930 East Dr #806
North Bay Village, FL 33141-3311

Miami Paradise Investment LLC
16400 Collins Ave Apt 1743
Sunny Isles Beach, FL 33160-4566

Selena Varela Serra
7930 East Dr 1006
North Bay Village, FL 33141

Sopranico Corp
1110 Brickell Ave
Miami, FL 33131-3132

Paul Radu
7930 East Dr 1206
North Bay Village, FL 33141

Ariel Cubides
7930 East Dr #1406
North Bay Village, FL 33141-3311

Ariel Cubides
14039 SW 14th St
Miami, FL 33184-2708

Balada Capital LLC
7928 East Dr Apt 1606
North Bay Village, FL 33141-5684

Nicholas J Debetta
7928 East Dr Apt 1806
North Bay Village, FL 33141-5684

Suiza Property Condominium LLC
20801 Biscayne Blvd
Miami, FL 33180-1430

Cerro Largo Investor Inc
1687 NE 123rd St
North Miami, FL 33181-2702

Magu Group LLC
16192 Coastal Hwy
Lewes, DE 19958-3608

Daniel Jeremie Benattar
7930 East Dr Unit 607
North Bay Village, FL 33141

Marias One LLC
5805 Waterford District Dr Ste 220
Miami, FL 33126-2056

Pier Luigi Dossena
7930 East Dr #807
North Bay Village, FL 33141

Inveruinon Gloria & Leo 2013 LLC
PO Box 490469
Key Biscayne, FL 33149-0469

Katherine C G Schoonbaert Mejia
7930 East Dr #1107
North Bay Village, FL 33141-3311

Piti One LLC
5931 NW 173rd Dr Unit 9
Hialeah, FL 33015-5107

Walid A Jaziri Trs
Walid Jaziri 2016 Revoc Tr
108 New London Tpke
Norwich, CT 06360-2645

Monica N Fallone
Luis E Mancera Basalo
7930 East Dr 1507
North Bay Village, FL 33141

Eloquencia En La Bahia LLC
2751 N Miami Ave
Miami, FL 33127-4439

Elocuencia En La Bahia LLC
2751 N Miami Ave
Miami, FL 33127-4439

Luisa F Angulo Gartner
Andres Felipe Garcia Nieto
7930 East Dr 308
North Bay Village, FL 33141

Diessa Usa LLC
7928 East Dr Apt 408
North Bay Village, FL 33141-5681

Omar Diaz
7930 East Dr #508
North Bay Village, FL 33141-3311

Charles Bonney Ache
7930 East Dr 608
North Bay Village, FL 33141

Sergio Menedez Aponte
Andrea Menedez Aponte
7930 East Dr #708
Miami, FL 33141

Juez And Juez
Investments Corporation
7135 Collins Ave Apt 336
Miami Beach, FL 33141-3227

Stephen W Lees Le Barbara Horton
Lees Le Rem Stephen W Lees Trs
7928 East Dr Apt 908
North Bay Village, FL 33141-5682

Oscar Restrepo Blanca Restrepo
7930 East Dr #1008
North Bay Village, FL 33141-3311

Nueva Era 20 LLC
16192 Coastal Hwy
Lewes, DE 19958-3608

Fredrick Jacinto Lopez Angela M
Larusso Lopez
7930 East Dr #1408
North Bay Village, FL 33141-3311

Fabio Parisi Federica Balestrieri
7928 East Dr
North Bay Village, FL 33141-5685

Paul M Sperling Trs Sperling Family
Trust R Brenda Sperling Trs
7928 East Dr Apt 1608
North Bay Village, FL 33141-5684

American Pie LLC
3370 Mary St
Miami, FL 33133-5215

Jun 20, 2025 at 3:53:43 PM
7945 East Dr
North Bay Village FL 33141
United States

Moving Gate Can Cause
Serious Injury or Death
KEEP CLEAR! Gate may move at any time without prior warning.
Do not let children operate the gate or play in the gate area.
This entrance is for vehicles only.
Pedestrians must use separate entrance.

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that North Bay Village will hold Public Hearings at Village Hall, Commission Chambers, 1666 Kennedy Causeway, Suite 101, North Bay Village, FL 33141, as follows:

Planning & Zoning Board
July 2, 2025, at 6:00 PM

Village Commission
July 15, 2025, at 6:00 PM *(Ordinance on First Reading)*
**A Second Reading / Public Hearing will be required*

The purpose of the Public Hearings is to consider a Special Area Plan (SAP) application for the subject location:

APPLICANT: Harbor Island Development Company, LLC

LOCATION: 7946 and 8000 East Drive, North Bay Village, FL 33141[1]

SITE PLAN, SPECIAL AREA PLAN, REZONING, AND TEXT AMENDMENT APPLICATION:
The applicant is seeking the Village's review and approval to move forward with a multi-family development on two parcels located at 7946 and 8000 East Drive, totaling approximately 4.12 acres. The proposed project includes 364 residential units with one to four-bedroom configurations, a marina, and a 9,000-square-foot public waterfront park and civic space. The Special Area Plan application seeks a rezoning and modifications to the Unified Land Development Code specific to the properties.

All interested parties are encouraged to participate by either appearing at the public hearing(s) or by sending written comments in advance of the hearing (s) to:

North Bay Village
Office of the Village Clerk
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Email: publiccomments@nbvillage.com

The Board or Commission may continue or defer the hearing to a new date and time certain without further notice provided the date and time of the continuance or deferral is announced at the hearing. Information regarding the proposed request and/or project is available at the Village Clerk's office during normal business hours. The Village Clerk can be reached at 305-756-7171. The meeting agenda and supporting documentation will be available online at https://northbayvillage-fl.gov/agendas-minutes/

Pursuant to Section 286.0105, Florida Statutes if any person decides to appeal any decision made by the Board or Commission with respect to any matter considered at the meeting or hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990 (ADA), persons needing special accommodations to participate in these proceedings should contact the Village Clerk's Office for assistance at (305) 756-7171, no later than four (4) business days prior to such proceeding.

Alba L. Chang, CMC
Village Clerk

[1] The parcels are identified as Folios 23-3205-001-0030 and 23-3209-001-0020 by the Miami-Dade County Property Appraiser.

Jun 20, 2025 at 3:56:03 PM
7946 East Dr
North Bay Village FL 33141
United States

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

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Planning & Zoning Board
July 2, 2025, at 6:00 PM

Village Commission
July 15, 2025, at 6:00 PM *(Ordinance on First Reading)*
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APPLICANT: Harbor Island Development Company, LLC

LOCATION: 7946 and 8000 East Drive, North Bay Village, FL 33141[1]

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North Bay Village
Office of the Village Clerk
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Email: publiccomments@nbvillage.com

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Alba L. Chang, CMC
Village Clerk

[1]The parcels are identified as Folios 23-3209-001-0030 and 23-3209-001-0020 by the Miami-Dade County Property Appraiser.

NO TRESPASSING

THIS PROPERTY IS PROTECTED BY VIDEO SURVEILLANCE

TRESPASSERS WILL BE PROSECUTED

Dxsigns LANTU-RE204

1454

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON JULY 2, 2025, AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE BOARD WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/ APPROVING WITH CONDITIONS/DENYING] A VARIANCE APPLICATION BY DEMIS ALAIN RODRIGUEZ FOR PROPERTY LOCATED AT 7821 BEACH VIEW DRIVE (FOLIO NO. 23-3209-008-0230) TO ALLOW A FENCE HEIGHT OF NINE (9) FEET WITHIN THE REQUIRED REAR SETBACKS, WHERE SECTION 8.17.F.2.A OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) LIMITS WALL AND FENCE HEIGHTS TO SIX (6) FEET; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE ZONING OF CERTAIN PARCELS LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 f/k/a 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030), FROM RM-70 TO “8000 EAST DRIVE SPECIAL AREA PLAN”; AMENDING THE CODE TO CREATE “APPENDIX D, 8000 EAST DRIVE SPECIAL AREA PLAN” TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, BINDING EFFECT, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY PRH-MP NORTH BAY VENTURE LLC TO PERMIT A RESIDENTIAL DEVELOPMENT CONSISTING OF TWO MULTIFAMILY RESIDENTIAL TOWERS, A PARKING STRUCTURE, MARINA, AND CIVIC SPACE, LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 f/k/a 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030); PROVIDING FOR FINDINGS, CONDITIONS, LIMITATION OF APPROVAL, IMPLEMENTATION, AND AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

PARTICIPATE IN THE MEETING VIA ZOOM: MEETING ID: 839 8967 2951
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 1-929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC
VILLAGE CLERK

Legal Ads and Public Notices

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North Bay Village X Clear Filters

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Notice of Public Hearing - Planning & Zoning Board

North Bay Village | Publish Date: Jun 17, 2025

PUBLIC NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON JULY 2, 2025, 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:

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 SEPTEMBER 16, 2025 AT 6:30 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE ZONING OF CERTAIN PARCELS LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030), FROM RM-70 HIGH DENSITY MULTIPLE FAMILY RESIDENTIAL DISTRICT TO "8000 EAST SPECIAL AREA PLAN"; AMENDING THE UNIFIED LAND DEVELOPMENT CODE TO CREATE "APPENDIX D, 8000 EAST SPECIAL AREA PLAN" TO PROVIDE SPECIFIC ZONING REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY HARBOR ISLAND DEVELOPMENT COMPANY LLC TO PERMIT A RESIDENTIAL DEVELOPMENT CONSISTING OF TWO MULTIFAMILY RESIDENTIAL TOWERS, A PARKING STRUCTURE, MARINA, AND CIVIC SPACE, LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030); PROVIDING FOR FINDINGS, CONDITIONS, LIMITATION OF APPROVAL, IMPLEMENTATION, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH HARBOR ISLAND DEVELOPMENT COMPANY LLC FOR THE PROPERTIES LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030) RELATING TO THE DEVELOPMENT OF A RESIDENTIAL DEVELOPMENT CONSISTING OF TWO MULTIFAMILY RESIDENTIAL TOWERS, A PARKING STRUCTURE, MARINA, AND CIVIC SPACE PURSUANT TO SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION, PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING "APPENDIX A, SUNBEAM NBV SPECIAL AREA PLAN" OF THE UNIFIED LAND DEVELOPMENT CODE TO ADDRESS WORKFORCE HOUSING REQUIREMENTS AMONG OTHER PROVISIONS, APPLICABLE TO PROPERTIES ZONED "SUNBEAM SPECIAL AREA PLAN"; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT, PURSUANT TO SECTIONS 163.3221 THROUGH 163.3243, FLORIDA STATUTES, AND SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE, TO REPLACE THE PREVIOUSLY APPROVED SUNBEAM DEVELOPMENT AGREEMENT GOVERNING THE DEVELOPMENT OF A MIXED-USE PROJECT CONSISTING OF RESIDENTIAL, OFFICE, COMMERCIAL, HOTEL/LODGING, AND CIVIC USES ON CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBERS 23-3209-000-0010, 23-3209-000-0200, 23-3209-000-0201, 23-3209-000-0020, 23-3209-000-0030, 23-3209-000-0031, 23-3209-000-0040, 23-3209-000-0161, 23-3209-010-0240, AND 23-3209-010-0270, LEGALLY DESCRIBED IN EXHIBIT "A" TO THE PREVIOUSLY APPROVED DEVELOPMENT AGREEMENT; PROVIDING FOR AUTHORIZATION, PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/ APPROVING WITH CONDITIONS/DENYING] A VARIANCE APPLICATION BY JULIO CESAR ALONSO CHOCHO FOR PROPERTY LOCATED AT 1540 N TREASURE DR (FOLIO NO. 23-3209-009-0770) TO ALLOW A POOL WITHIN THE REQUIRED REAR/EASEMENT AND SIDE SETBACKS, WHERE SECTION 8.17.M.2.B OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) REQUIRES A SETBACK OF AT LEAST 7.5 FEET FROM THE REAR EASEMENT AND 15 FEET FROM SIDE PROPERTY LINE; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE YOU MAY JOIN THE ZOOM MEETING AT: **MEETING ID:** 891 2658 3746
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

Notice of Public Hearing - Regular Commission Meeting

North Bay Village | Publish Date: Sep 2, 2025

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON SEPTEMBER 16, 2025 AT 6:30 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

The Zoning Specialists Group, Inc.

September 2, 2025

North Bay Village
Planning & Zoning Department
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

To whom it may concern:

This is to notify your office that on Tuesday September 2nd, 2025, the following notice was mailed out:

Village Commission
September 16, 2025, at 6:30 PM *(Ordinance on Second Reading)*
The purpose of the Public Hearings is to consider a Special Area Plan (SAP) application for the subject location:
APPLICANT: Harbor Island Development Company, LLC
LOCATION: 7946 and 8000 East Drive, North Bay Village, FL 33141
SITE PLAN, SPECIAL AREA PLAN, REZONING, AND TEXT AMENDMENT APPLICATION:
The applicant is seeking the Village's review and approval to move forward with a multi-family development on two parcels located at 7946 and 8000 East Drive, totaling approximately 4.12 acres. The proposed project includes 364 residential units with one to four-bedroom configurations, a marina, and a 9,000-square-foot public waterfront park and civic space. The Special Area Plan application seeks a rezoning and modifications to the Unified Land Development Code specific to the properties.
Total number pieces: 210

Sincerely,
The Zoning Specialists Group, Inc.

Omara R. Lopez,
For the Firm

7729 NW 146th Street • Miami Lakes, FL 33016
Phone: 305 828-1210
www.thezoningspecialistsgroup.com

Sep 4, 2025 at 1:25:08 PM
7946 East Dr
North Bay Village FL 33141
United States

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that North Bay Village will hold Public Hearings at Village Hall, Commission Chambers, 1666 Kennedy Causeway, Suite 101, North Bay Village, FL 33141, as follows:

Village Commission
September 16, 2025, at 6:30 PM (Ordinance on Second Reading)

The purpose of the Public Hearings is to consider a Special Area Plan (SAP) application for the subject location:

APPLICANT: Harbor Island Development Company, LLC

LOCATION: 7946 and 8000 East Drive, North Bay Village, FL 33141

SITE PLAN, SPECIAL AREA PLAN, REZONING, AND TEXT AMENDMENT APPLICATION:
The applicant is seeking the Village's review and approval to move forward with a multi-family development on two parcels located at 7946 and 8000 East Drive, totaling approximately 4.12 acres. The proposed project includes 360 residential units with one to three-bedroom configurations, a marina, and a 9,000-square-foot public waterfront park and civic space. The Special Area Plan application seeks a rezoning and modifications to the Unified Land Development Code specific to the properties.

All interested parties are encouraged to participate by either appearing at the public hearing(s) or by sending written comments in advance of the hearing to:

North Bay Village
Office of the Village Clerk
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Email: [illegible]

The Board or Commission may continue or defer the hearing to a new date and time certain without further notice provided the date and time of the continuance or deferral is announced at the hearing. Information regarding the proposed request and/or project is available at the Village Clerk's office during normal business hours. The Village Clerk can be reached at 305-756-7171. The meeting agenda and supporting documentation will be available online at https://northbay-village-fl.gov/agendas-minutes/

Pursuant to Section 286.0105, Florida Statutes if any person decides to appeal any decision made by the Board or Commission with respect to any matter considered at the meeting or hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990 (ADA), persons needing special accommodations to participate in these proceedings should contact the Village Clerk's Office for assistance at (305) 756-7171, no later than four (4) business days prior to such proceeding.

Alba L. Clong, CMC
Village Clerk

NORTH BAY VILLAGE
HEART OF THE BAY

Sep 4, 2025 at 1:27:35 PM
7945 East Dr
North Bay Village FL 33141
United States

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that North Bay Village will hold Public Hearings at Village Hall, Commission Chambers, 1666 Kennedy Causeway, Suite 101, North Bay Village, FL 33141, as follows:

Village Commission
September 16, 2025, at 6:30 PM *(Ordinance on Second Reading)*

The purpose of the Public Hearings is to consider a Special Area Plan (SAP) application for the subject location:

APPLICANT: Harbor Island Development Company, LLC

LOCATION: 7946 and 8000 East Drive, North Bay Village, FL 33141[1]

SITE PLAN, SPECIAL AREA PLAN, REZONING, AND TEXT AMENDMENT APPLICATION: The applicant is seeking the Village's review and approval to move forward with a multi-family development on two parcels located at 7946 and 8000 East Drive, totaling approximately 4.12 acres. The proposed project includes 364 residential units with one to four-bedroom configurations, a marina, and a 9,000-square-foot public waterfront park and civic space. The Special Area Plan application seeks a rezoning and modifications to the Unified Land Development Code specific to the properties.

All interested parties are encouraged to participate by either appearing at the public hearing(s) or by sending written comments in advance of the hearing (s) to:

North Bay Village
Office of the Village Clerk
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Email: publicomments@nbvillage.com

The Board or Commission may continue or defer the hearing to a new date and time certain without further notice provided the date and time of the continuance or deferral is announced at the hearing. Information regarding the proposed request and/or project is available at the Village Clerk's office during normal business hours. The Village Clerk can be reached at 305-756-7171. The meeting agenda and supporting documentation will be available online at https://northbayvillage-fl.gov/agendas-minutes/

Pursuant to Section 286.0105, Florida Statutes if any person decides to appeal any decision made by the Board or Commission with respect to any matter considered at the meeting or hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990 (ADA), persons needing special accommodations to participate in these proceedings should contact the Village Clerk's Office for assistance at (305) 756-7171, no later than four (4) business days prior to such proceeding.

Alba L. Chang, CMC
Village Clerk

[1] The parcels are identified as Folios 23-3209-001-0030, 23-3209-001-0020, and 23-3209-001-0024 by the Miami-Dade County Property Appraiser.

ITEM NO. 12.D

North Bay Village
Recommendation Memorandum

DATE: September 16, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH HARBOR ISLAND DEVELOPMENT COMPANY LLC FOR THE PROPERTIES LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030) RELATING TO THE DEVELOPMENT OF A RESIDENTIAL DEVELOPMENT CONSISTING OF TWO MULTIFAMILY RESIDENTIAL TOWERS, A PARKING STRUCTURE, MARINA, AND CIVIC SPACE PURSUANT TO SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION, PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission consider the proposed Development Agreement with Harbor Island Development Company, LLC.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's approval of a Development Agreement with Harbor Island Development, LLC in connection with the development at 8000 East Drive.

The property is also the subject of an Ordinance seeking approval of a Special Area Plan, and a Resolution seeking approval of a site plan. The proposed development consists of 364 residential units, approximately 798 structured parking spaces, 38 boat slips, and other amenities. The development proposes two towers at a maximum roof height of 498 feet. The Development Agreement is required pursuant to Sec. 8.15 of the ULDC.

The density of the project is approximately 83 units per acre due to the Developer's previous purchase of 76 transferable development rights (TDRs) from the Village for $7.6M. As part of

the Developer's bid for the TDRs, they prepaid $2.4M towards increased height. The Village becomes fully entitled to the pre-payment funds if the project is approved before January 2026.

The Development Agreement includes use and development restrictions in connection with the operation of the development, access, and marina use, among other limitations. It also provides for the following concessions, among others:

1. Dedication or conveyance of 9,000 square feet of contiguous open space (not counting the Island Walk), with at least 6,000 square feet of such property being unroofed;
2. Dedication of an easement and improvement of the Island Walk along the entire waterfront border of the property;
3. A publicly accessible kayak launch adjacent to the public open space;
4. The immediate vesting of the $2.4M pre-payment in connection with increased height;
5. An additional payment for the height of $2,022,600 in connection with the increased height, payable within 90 days of approval;
6. A $500,000 community contribution due at the building permit;
7. A traffic contribution of $60,000 towards the enhancement of the Harbor Island entrance intersection due at building permit; and
8. A $100,000 pre-payment of impact fees due by April 24, 2026.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

TBD

PERSONNEL IMPACT

None

ATTACHMENTS

Resolution - Development Agreement - 8000 East.docx
Development Agreement 9-9-25.docx
Notice of Public Hearing - MDC -legal Ads 09.02.2025.pdf

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH HARBOR ISLAND DEVELOPMENT COMPANY LLC FOR THE PROPERTIES LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030) RELATING TO THE DEVELOPMENT OF A RESIDENTIAL DEVELOPMENT CONSISTING OF TWO MULTIFAMILY RESIDENTIAL TOWERS, A PARKING STRUCTURE, MARINA, AND CIVIC SPACE PURSUANT TO SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION, PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Harbor Island Development Company LLC (the "Applicant"), the beneficial owner of 8000 East Drive and 7946 East Drive, North Bay Village, Florida (collectively, the "Property"), legally described in the attached Exhibit "A" and depicted in the attached Exhibit "B", that comprises 4.12 acres, submitted an application for a special area plan (SAP) and site plan approval (the "Application") pursuant to section 4.19 of the ULDC; and

WHEREAS, pursuant to Resolution No. 2024-076, the Applicant purchased 76 residential dwelling units ("TDRs") from the Village through the transfer of density rights program set forth in Section 8.13 of the Village's Unified Land Development Code (the "ULDC"); and

WHEREAS, the Application proposes a project consisting of up to 364 residential units with approximately 774 parking spaces, with an Island Walk along the waterfront perimeter of the Property, and a waterfront public park (the "Project"); and

WHEREAS, on _____, the Village Commission adopted Ordinance No. 2025-___, approving the "800 East Special Area Plan" ("8000 East SAP"), which rezoned the Property and amended the land development regulations applicable to the Property; and

WHEREAS, on _____, the Village Commission adopted Resolution No. 2025-XX approving the Site Plan application for the Property, which authorizes development of the Project subject to conditions, including but not limited to the approval of a development agreement (the "Site Plan")(the Site Plan is attached to the Development Agreement as Exhibit B); and

WHEREAS, the Project is to be constructed in the "8000 East Special Area Plan," which has been approved by Ordinance No. 2025-___, which provides for an optional set of development regulations, set forth in "Appendix D, 8000 East Special Area Plan," which may be voluntarily employed to guide the development of the Property; and

WHEREAS, Section 8.15 of the Village's Unified Land Development Code provides that prior to the approval of a site plan that includes TDRs, the Village and the owner of the subject property shall agree on tentative terms for a standard development agreement, which shall be presented to the Village Commission as support documentation for the site approval request; and

WHEREAS, pursuant to Section 8.15 of the ULDC, the Village and the Applicant have agreed to enter into a development agreement, substantially in the form attached hereto as Exhibit "A" (the "8000 East Development Agreement"), which memorializes entitlements, density bonus requirements, building area in the Project, and other requirements; and

WHEREAS, the Village Commission finds that the 8000 East Development Agreement is consistent with the Village's Comprehensive Plan and Unified Land Development Code; and

WHEREAS, the Village Commission finds that it is in the public interest to address the issues covered by the 8000 East Development Agreement in a comprehensive manner and at public hearings in compliance with all applicable laws, ordinances, plans, rules, and regulations of the Village while allowing the Applicant to proceed in the development of the Property in accordance with existing laws and policies, substantially in accordance with the terms set forth in the 8000 East Development Agreement; and

WHEREAS, the Village Commission finds that entering into the 8000 East Development Agreement is in the best interest and welfare of the residents of the Village, and desires to approve the 8000 East Development Agreement and authorize the Village Manager to execute the 8000 East Development Agreement with the Applicant in substantially the form attached hereto as Exhibit "A."

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

Section 1. Recitals. That the foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

Section 2. Approval. That pursuant to Section 8.15, the Village Commission hereby approves the 8000 East Development Agreement with the Applicant.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the 8000 East Development Agreement in substantially the form attached hereto as Exhibit "A" with the Applicant, subject to the Village Attorney's approval as to form, content, and legal sufficiency.

Section 4. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution and the 8000 East Development Agreement.

Section 5. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

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

Mayor Rachel Streitfeld	___
Vice Mayor Goran Cuk	___
Commissioner Doris Acosta	___
Commissioner Richard Chervony	___
Commissioner Andrew Rotondaro	___

PASSED AND ADOPTED on this ___ day of _____, 2025.

_____
Rachel Streitfeld, Esq., Mayor

ATTEST:

_____
Alba Chang, CMC, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT “A”
DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this_____ day of_____, 2025, by and between Harbor Island Development Company LLC, a Florida limited liability company (the "Developer") and North Bay Village, Florida, a Florida municipal corporation (the "Village").

WITNESSETH:

WHEREAS, the Developer is the owner of the real property located at 7946 East Drive and 8000 East Drive within the boundaries of the Village, identified by folio nos. 23-3209-001-0020, 23-3209-001-0030, and 23-3209-001-0024 by the Miami-Dade Property Appraiser, and legally described in the attached Exhibit "A" (the "Property"); and

WHEREAS, the Property is currently designated "High Density Multi-Family Residential" on the Village's Comprehensive Plan Future Land Use Map and zoned "8000 East Special Area Plan" pursuant to the Approval Ordinance as hereinafter defined (the "8000 East SAP"), which amended the ULDC; and

WHEREAS, the Developer and the Village mutually desire that the Property be developed according to the site plan approved by Resolution No._____ on_____, which provides for a multifamily condominium project named "8000 East Drive" consisting of 364 residential units, approximately 798 structured parking spaces, 42 boat slips, and other amenities (the "Project"); and

WHEREAS, the 8000 East SAP provides for the Property to be developed as a multi-family residential development with greater integration of public improvements and infrastructure, to enable greater connectivity, to encourage a variety of building heights and massing and to provide high quality design elements and greater flexibility in development while providing public amenities, view corridors, and interaction with Biscayne Bay though the inclusion of an Island Walk; and

WHEREAS, the Developer intends on developing the Project in phases; and

WHEREAS, the Developer and the Village desire to establish certain terms and conditions relating to the proposed development of the Property and wish to establish certainty as to the ultimate development of the Project, as provided pursuant to Section 8.15 and Chapter 15 of the Village's Unified Land Development Code (the "ULDC").

NOW, THEREFORE, in consideration of the conditions, covenants, and mutual promises hereinafter set forth, the Developer and the Village agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to the Agreement are hereby deemed a part hereof.

2. Definitions.

a. "Approval Ordinance" also referred to as the "8000 East Special Area Plan"

means Ordinance No. _____ adopted on _____, 2025, which approved the 8000 East Special Rea Plan as set forth in Appendix D to the ULDC.

b. "Comprehensive Plan" means the Village's comprehensive plan meeting the requirements of Chapter 163, F.S.

c. "Site Plan" is that Development plan prepared by Arquitectonica, Kimley-Horn and Associates, Inc., and Witkin Hults + Partners, as more fully described in Section 6 of this Agreement, as approved by the Approval Resolution.

d. "Developer" means the person undertaking the development of the Property, as defined in the preamble to this Agreement, or any successors or assigns thereof that (a) acquire an interest in any portion of the Property from the Developer pursuant to sale or ground lease for the purpose of the development and resale or sublease and (b) is specifically assigned rights as Developer hereunder by the Developer pursuant to an express written assignment. This term does not include the future fee simple homeowners of any individual lot or unit within the Development. Upon execution and recording of such assignment, the assignee will be deemed the Developer hereunder to the extent set forth in such assignment. In any such assignment, the assignor Developer shall not be released from its obligations under this Agreement except by written release executed by the Village.

e. "Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), F.S.; provided, however, that activities and uses set forth in Section 163.3221(4)(b), F.S., shall not constitute Development.

f. "Development Permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

g. "Effective Date" is the latter of the date of execution of this Agreement by the Developer or the Village.

h. "Governing Body" means the board of county commissioners of a county, the commission or council of an incorporated municipality, or any other chief governing body of a unit of local government.

i. "Land" means the earth, water, and air, above, below, or on the surface and includes any improvements or structures customarily regarded as land.

j. "Land Development Regulations" means ordinances, rules, and policies in

effect on the Effective Date, which have been enacted and implemented by the Village for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of, or construction upon, Land.

k. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of Land.

l. "Local Government" means any county or municipality or any special district or local government entity established pursuant to law which exercises regulatory authority over the Property, and grants development permits for land development.

m. Master Building Permit" means a building permit for above-grade vertical construction of the shell of a principal building approved under the Project Approval, as herein defined.

n. "Project" means the development approved pursuant to the Project Approval.

o. "Project Approval" is defined in Section 5 of this Agreement.

p. "Property" is that certain 4.121-acre site, located at 8000 East Drive and 7946 East Drive, as more particularly described in Exhibit "A" attached hereto.

q. "Public Facilities" means major capital improvements required to properly service the Project, including, but not limited to, sanitary sewer, drainage, and potable water.

r. "Utility" includes any person, firm, corporation, association, or political subdivision, whether private, municipal, county, or cooperative, which is engaged in the sale, generation, provision, or delivery of gas, electricity, heat, oil, water sewer service, telephone service, telegraph service, radio service, or telecommunication service.

3. Intent. It is the intent of the Developer and the Village that this Agreement should be construed and implemented so as to effectuate the requirements of Section 8.13 and Chapter 15 of the ULDC. The Village's Laws, Comprehensive Plan, Land Development Regulations, other regulations (including imposition of impact fees and community contribution fees) and policies governing the development of the Property in effect at the time of execution shall govern the development of the land for the Term (and any extension of the Term) of this Agreement. The Property shall not be subject to down zoning, unit density reduction, or any other limitation upon the development rights or the operation of this Agreement. However, nothing herein shall prohibit, or in any way limit or restrict, an increase in development density or intensity or the application of less restrictive development parameters within the Project in a manner consistent with any subsequently adopted Comprehensive Plan amendments, Land Development

Regulations, Laws, or any other change in regulations subsequently enacted by the Village that are applicable to the Property.

4. Effective Date and Duration.

a. This Agreement shall become effective on the Effective Date. The Agreement shall be recorded in the public records of Miami-Dade County, Florida, at the Developer's expense, and shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of four (4) years from the Effective Date (the "Term"), provided that Developer may request two one-(1)-year extensions for a total term of six (6) years, subject to extensions of the Project Approval allowed by law. The extension shall be approved by the Village Manager if the Developer makes the request at least 60 days prior to the end of the term, and the Developer is otherwise compliant with the terms of this Agreement and has an active Master Building Permit application. The operational requirements and limitations set forth in this Agreement shall survive expiration of the Term provided a temporary or final certificate of occupancy for any portion of the Project is issued, and all successors in interest to the Developer shall be bound by such conditions for the life of the Project.

b. The expiration date of the Agreement shall be upon the expiration of the Term from the Effective Date (the "Expiration Date").

c. The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the pendency of any Local Government initiated moratorium, litigation or challenges that materially limit the ability of the Developer to continue the development of the Project.

d. If the Project Approval (as defined below) expires as provided in Section 4.a of this Agreement, this Agreement shall automatically terminate.

e. *Parcels.* The Village agrees that during the Term of this Agreement the Developer may increase or decrease the number of parcels that make up the Property so long as the size of the Property is not increased or decreased, except for dedications and conveyances.

5. Permitted Development Uses and Building Intensities.

a. Permitted Development Uses. Concurrently with the adoption and acceptance of this Agreement, the Developer has proffered and the Village has approved a Site Plan pursuant to Resolution No. _____on _____, a copy of which is attached as Exhibit "B" as the binding development plan for the Property (the "Project Approval"). In granting the Project Approval, the Village has determined and hereby concurs that the Project is consistent with the Village's Comprehensive Plan and that the Project Approval accords with the Land Development Regulations. Upon execution of this Agreement and for the Term, subject to the terms herein, the Village confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval, the Village's Comprehensive Plan, and the Land Development Regulations.

b. Density, Building Heights, Setbacks and Intensities. The maximum density, heights, setbacks, and intensities for any development on the Property shall be regulated

by the Project Approval, the Land Development Regulations (including the provisions for administrative approval of minor modifications), and the applicable provisions of the Comprehensive Plan.

6. Project Approval. The Project shall be in conformance with the following:

a. Boundary Survey prepared by Schwebke-Shiskin & Associates, Inc. dated December 13, 2023; and

b. Plans prepared by Arquitectonica, Kimley- Horn and Associates, Inc., and Witkin Hults + Partners, including the following pages:

i. Architectural plans prepared by Arquitectonica International Corporation dated July 28, 2025 signed and sealed by Sherri Gutierrez, AIA:

- A0-00-A0-14, dated July 28, 2025
- A1-00-A1-10, dated July 28, 2025
- A2-01-A2-04, dated July 28, 2025
- A3-01-A3-05, dated July 28, 2025
- A5-01-A5-02, dated July 28, 2025
- A9-01-A9-06, dated July 28, 2025

ii. Landscape Plans prepared by Witkin Hults + Partners dated May 15, 2025 signed and sealed by Steven C. Eaves, LA.

- TD-1 (23-3209-030-001), dated May 15, 2025
- TD-2 - TD-3 (23-3209-030-001), dated July 25, 2025
- TD-1 - TD-3 (23-3209-001-021, 23-3209-001-023, 23-3209-021-001), dated July 25, 2025
- L-1 - L-4, dated July 25, 2025

iii. Civil Engineering Plans prepared by Kimley-Horn and Associates, Inc. dated June 26, 2025 by Alberto Antonio Mora. P.E.

- C-100 - C-101, dated July 25, 2025
- C-200 - C-203, dated July 25, 2025
- C-301 - C-301, dated July 25, 2025
- C-401 - C-409, dated July 25, 2025
  C-500 - C-502, dated July 25, 2025

iv. Marina and Seawall plans prepared by Ocean Consulting, LLC.

- C-3, dated July 25, 2025
- S-1 (8000 East Drive) dated June 20, 2025
- S-1 (7946 East Drive) dated June 16, 2025

c. The Village expressly acknowledges that the heights proposed for the Project are consistent with the heights permitted by the Land Development Regulations and Comprehensive Plan, as amended by the Approval Ordinance.

d. The Developer may increase the densities and intensities of the Project consistent with the changes to the Comprehensive Plan, Land Development Regulations, federal, state, and county laws or ordinances or the expansion of the Property on a pro-rata basis.

e. The Village expressly acknowledges that the Civic Space provided for in the Site Plan satisfies Developer's obligation to provide at least 5% of its aggregated lot area as Civic Space.

7. Conditions of Approval.

a. *Additional Bonus Height Terms*.

i. Pursuant to the approved Ordinance, the Property is allowed a total maximum height of 498 feet for the Project. The Developer shall design, develop, improve, and dedicate or convey, at the Developer's discretion, to the Village a minimum 9,000 square foot waterfront public space as indicated in the Site Plan (the "Public Open Space") and maintain insurance over the public open space that names the Village as additional insured. The Public Open Space shall be exclusive of, and contiguous to, the Island Walk Easement. The dedication, grant of easement, or conveyance, at the Developer's discretion, shall be effectuated by written, recorded instrument in form and substance acceptable to the Village Manager and Village Attorney. Prior to dedication or conveyance, the Developer shall execute a covenant over the remainder of the Property providing for the perpetual maintenance of, and insurance over, the Public Open Space in form and substance acceptable to the Village Manager and Village Attorney. The Public Open Space shall contain a minimum of 6,000 square feet of unroofed space. Any roofed space shall not be gated or enclosed, and the lowest roof shall provide a clearance height of at least 15 feet as measured from the improved floor directly underneath such roof. The Developer may improve the air space above the roof with habitable or non-habitable improvements of the Project. Final design details of the Public Open Space including configuration, materials, and landscaping shall be reviewed by the Village pursuant to SAP permit. The Developer acknowledges and agrees that the Public Open Space is provided to obtain the additional height over the maximum height otherwise permitted in RM-70, and accordingly the value of the Public Open Space shall not be set off against Park Impact Fees.

ii. Bonus Height. Under the TDR Purchase, the Developer has made a $2,400,000.00 Partial Advance Bonus Height Payment towards any additional height for the Project. The Developer shall pay the remaining base bonus height payment balance of $2,022,600.00 to the Village within ninety (90) days of the Approval Resolution. The height payments shall be deemed Community Contribution Fees with

no restrictions on the Village's use. The bonus height benefit shall run with the Property upon payment in full of the Bonus Height payment.

b. *Transferrable Development Rights*. The Developer, pursuant to Resolution No. 2024-076 and the Purchase and Sale Agreement Relating to Transfer of Development Rights between the Village and Treasure Island Development Company LLC, dated September 13, 2024 (the "TDR Purchase"), has paid $7,600,000 for seventy-six (76) Transferrable Developments Rights to be used on the Project. The parties acknowledge that the 76 TDRs have already been acquired and benefit the Property and may be resold in compliance with the Village Code of Ordinances.

c. *Community Contribution*. The Developer shall make a contribution to the Village in the amount of $500,00.00 on or before the issuance of the first building permit in furtherance of the Project.

d. *Parking*. The Project includes approximately 798 parking spaces, 16 ADA spaces, and 58 bicycle rack parking spaces as set forth on sheet A0-04 of the Project Approval plans

e. *External Agency Approvals*. Prior to Master Building Permit:

   i. The Developer shall submit verification from Miami-Dade County's Shoreline Development Review Committee that the Project has been reviewed and approved.

   ii. As applicable, the Developer must receive, and submit to the Village, plan approvals from DERM, WASD, and the Miami-Dade County Fire Department, as well as a Tree Removal Permit.

f. The Developer shall provide documentation of compliance with the applicable Level of Service requirements prior to the first building permit, not including a demolition permit. The Developer shall design and permit any improvements to public facilities necessary to meet the Village's Level of Service requirements prior to the first Master Building Permit, and complete such improvements prior to the first certificate of occupancy, whether temporary or final, except for improvements to public facilities which are already programed for completion by a government agency or other development.

g. *Unity of Title*. The Developer shall provide a unity of title or covenant in lieu of unity of title, in a form acceptable to the Village Attorney, for all parcels prior to the issuance of the Master Building Permit. The unity of title or covenant in lieu of unity of title shall be recorded in the Public Records of Miami-Dade County, Florida, at the expense of the Developer.

h. *Marina*.

   i. The marina in waterways adjacent to the Property shall be limited to a maximum 38 slips. Any boat slips developed shall be solely for residents and/or owners of units within the Property. Slips or other dock space shall not be leased or conveyed to any person or entity

that is not an owner of a unit within the Property. No commercial uses, such as retail sales or charters, shall be permitted in any portion of the marina.

ii. The marina (including any pilings associated with the docks or piers) may extend no more than 115 feet into Jerusalem Harbor.

iii. The Developer shall provide a part-time dockmaster to serve the marina to ensure safe and orderly access to slips by residents and their guests.

iv. The Project shall obtain and maintain at all times the applicable operating permits from FDEP or DERM. Operation of the marina without the applicable operating permits shall constitute a default under this Agreement in addition to being subject to any enforcement action by other agencies.

v. The Project shall employ appropriate personnel, third parties, or equipment to clean up minor spills of oil, fuel, or the like.

vi. No fueling activities or repairs of any kind shall be conducted at the marina.

i. *Kayak Launch*. As depicted in the Site Plan, the Developer shall provide a drop off or ramp for paddle board/kayak access to the water. The access point shall be maintained open to public use during Island Walk Permitted Times (as that term is defined in Section 10).

j. Infrastructure/Drainage

i. The Developers shall provide up to date documentation of compliance with the applicable Level of Service (LOS) requirements at the time of application for any building permit.

ii. Specifications of the permeability coefficient of proposed pervious paving materials shall be submitted for approval by the Village Public Works Department prior to Master Building Permit approval. The pervious area diagram and calculations shall be revised to demonstrate compliance with the requirement that at least 30% pervious area is provided within the front yard of the site, as required by Section 8.10.D.4.f. The front yard area shall be clearly labeled on the diagram and separately calculated.

iii. Drainage installed in and serving the right-of-way as part of right-of-way improvements adjacent to the Property shall comply with the North Bay Village Stormwater Master Plan.

iv. To the extent the Property's area allows under generally accepted engineering standards, Applicant shall install additional injection wells to meet stormwater retention calculations based on the updated NOAA Atlas 14 data set.

v. Drainage wells shall be ensheathed in a steel casing at least 18 inches in diameter.

vi. Wastewater. The Developer acknowledges that existing water and sewer facilities within the right-of-way adjacent to the Property are aging, may not provide sufficient capacity to serve the Project, and/or may not be in the condition to connect to the Project without upgrades. Prior to Master Building Permit for any portion of the Project, the Developer shall demonstrate to the Village Manager's reasonable satisfaction that existing water and sewer facilities within the public right-of-way can be connected to the Project without degrading the facilities or the service offered to other properties on Harbor Island. In the event of a dispute between Developer and Village Manager regarding the sufficiency of the sewer improvements, a third-party peer review will be conducted. Developer shall be responsible for obtaining approvals from outside agencies that are requires (e.g. sewer allocation, fire flow, water allocation, etc.). The Developer shall upgrade existing water and sewer infrastructure as necessary to ensure levels of service and minimum acceptable fire flow rates are maintained after connection. The Developer shall be entitled to a credit against water and sewer impact fees for improvements it makes to public water and sewer facilities. In the event that the existing condition of the water and sewer mains prevent connection, the Village shall be responsible for improving said condition to enable connection.

k. *Sea Wall*.

i. The Developer shall reconstruct the sea wall surrounding the Property in accordance with all applicable standards.

ii. The sea wall shall contain sustainability improvements to improve water quality, such as, for example, a living seal wall, biomimicry, reef arches, or other sustainability feature subject to County, FDEP, DERM, and Army Corps of Engineers approval as well as the approval of any other authority having jurisdiction.

l. *Traffic*.

i. Developer is to provide evidence of compliance with recommendations of approved traffic study and compliance with traffic level of service standards prior to issuance of a Master Building Permit. Traffic analysis and queuing analysis of the intersection of East and West Drives and the through-way to 79th street causeway to address potential intersection modifications to substantially reduce stacking conflicts attributed to this Project. The analysis shall include and model the traffic associated with the Project together with all projects approved to date including Village Hall. If the queuing analysis predicts a choke point that results in (i) more than a three (3)- minute wait time for vehicles to exit Harbor Island at any time, or (ii) vehicle queuing onto 79th Street Causeway for more than thirty (30) second intervals for vehicles entering Harbor

Island, the Developer may, in lieu of providing evidence of satisfaction of these two requirements, contribute $60,000 to the Village on or before issuance of the Master Building Permit towards for analysis, design, and/or construction of improvements to the intersection.

ii. The Developer shall provide a queuing analysis demonstrating driveway throat entrance gate is sufficient for expected peak hour access without spilling onto public right-of-way. The Developer shall modify plans as necessary to ensure there is no spillage from its Property onto East Drive prior to Master Building Permit.

iii. Provide a Valet Operations Analysis. The arrival rate for any Valet parking queueing analysis shall be based on the sum of the peak hour entering and exiting trip generation estimates.

iv. Provide a description of the proposed waste management and recycling operations, including confirmation of dumpster locations, required clearance, and an auto-turn exhibit showing access and egress of the design vehicle, including vehicle dimensions.

v. Incorporate the use of raised pavers or crosswalk markings as a means to provide traffic calming at key pedestrian crossings within the site.

vi. The proposed parking structure shall comply with the standards of Section 9.3 of the ULDC.

vii. Parking in front of the Public Open Space is precluded and standing vehicles shall not exceed twenty (20) minutes. Developer may install signage acceptable to the Village Manager to satisfy this requirement.

viii. Add the following standard notes to the plans:

- The asphalt surface course shall not be placed until as-built drawings of the lime rock base have been submitted and approved by the Engineer-of-Record and the Village Engineer or designee.
-
- All sidewalk, pavement, and grass strip restoration will be completed in accordance with North Bay Village requirements.

m. Certificate of Occupancy. The Developer may obtain a temporary certificate of occupancy for a period not to exceed ninety (90) days, subject to up to two extensions granted by the Building Official for a total period of 270 days. Thereafter, the temporary certificate of occupancy may be further extended for period of up to ninety (90) days only upon payment of a delay penalty of $100,000 for each extension.

n. Landscape/Public Realm:

i. Structural soil along the seawall and in all planting areas five feet (5') wide or less shall be substituted by soil cells tied to drainage for to improve performance and support stormwater credit.

ii. Photometric plans signed and sealed by a Registered Architect or Engineer, showing all utilities, shall be submitted prior to the

issuance of a Master Building Permit.

iii. All loading spaces, services areas, outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall be concealed from view from any frontage or sidewalk by streetscreens, walls, hedges, fences, or opaque gates.Walls, hedges, fences, and gates shall not exceed a height of 3.5 feet within the primary and secondary frontages of the site. Elsewhere, walls, hedges fences and gates shall not exceed a height of 8 feet.

iv. Any blank walls over 25 feet in length and other unattractive areas of the site or building shall be heavily screened with landscaping, landscape screening, art, ornamental metal, or other aesthetic finish. Additionally, landscape screening, art, ornamental metal, or other aesthetic finish shall be utilized around the proposed dumpsters, FPL transformers, propane tanks, A/C units, generators, above ground utilities, and irrigation pump.

v. The dedication of the Public Open Space and 18-foot Island Walk easements to the Village shall be recorded with Miami-Dade County prior to the issuance of a master building permit.

vi. The public-access waterfront walkway and major public access points around the site shall be marked with a standard Island Walk identification sign, to be specified by the Village.

o. *Additional Conditions*. Prior to Master Building Permit issuance, the Developer shall:

i. Submit an updated survey showing existing drainage lines.

ii. Provide engineering cross-sections throughout the site, including at the driveway, showing elevations, slopes, berms, swales, and pavement details. All dimensions shall be coordinated with the plan view.

iii. Revise the plans to show, label, and dimension all curb ramps, and reference the applicable FDOT ramp type with supporting details. Sidewalks within the right-of-way shall match the existing pattern consistent with adjacent developments.

iv. Submit documentation of review and approval for all proposed fire hydrant locations by Miami-Dade County Fire Rescue. The Village, acting in its capacity as the water and sewer authority, shall review water main plans in advance of Miami-Dade County Fire Rescue.

v. Revise the plans to include invert and rim elevations for all drainage structures, identify any utility conflicts, and provide directional indicators (N, S, E, W) on the drainage well details for pipe connections.

vi. Submit a stormwater pollution prevention plan with supporting details. The plan shall include a turbidity barrier at the outfall and

standard BMPs (e.g., silt fence, construction entrance, and inlet protection) for both on-site and off-site areas.

vii. Submit drainage conflict details showing that all drainage pipes have a minimum cover of eighteen (18) inches.

viii. Submit evidence of a fire flow test to verify the availability of required fire flow.

ix. Provide a fixture unit count to support water meter sizing.

x. Provide profiles for all proposed water and sewer mains located within the right-of-way.Identify bacteriological sampling points at locations determined by the regulatory agency with jurisdiction.

xi. Identify top-of-pipe elevations of the water main every 100 feet.

xii. Confirm that Public Works approves the type of water meters.

xiii. Provide top-of-pipe and bottom-of-pipe elevations for all utility crossings in the water and sewer profiles. All other conflicts with the stormwater managements system shall be added to a conflict table.

xiv. Provide details in plumbing submittal for gravel bedding for pipes and manholes, with a minimum 6-inch thickness required for all gravity sewer pipes and manholes.

xv. Add the following standard note to the plans: "Ownership and maintenance of the sanitary system by the Village is limited to the mains from manhole to manhole and expressly excludes sewer lateral services. The sewer lateral service from the gravity main into the building is to be maintained by the property owner."

xvi. Sanitary sewer in-ground structures shall meet Miami-Dade Water and Sewer standards.

a. *Miscellaneou*s.

i. All cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted, and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and payments, and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.

ii. Material non-compliance with the foregoing shall be cause for the Village's termination of this Agreement.

8. Local Development Permits.

a. The Developer may need to apply to the Village for certain additional development permits in order for the Developer to complete the Project in a manner consistent with the Project Approval, the Land Development Regulations, and the Comprehensive Plan. Those development permits include, but are not limited to:

i. Water, sewer, paving and drainage, and other infrastructure permits;

ii. Covenants, Covenant in Lieu of Unity of Title, or Unity of Title, or acceptance or release of existing unities or covenants;

iii. Building permits;

iv. Certificates of occupancy; and

v. Any other official action of the Village and/or Miami-Dade County, Florida, having the effect of permitting the development of the Property.

Village agrees to expedite the review and approval of all necessary permits and plan review under its authority.

b. As reflected in the Approval Ordinance, the Project shall be exempt from platting and the Village Manager shall issue any such administrative determination for waiver of plat as may be necessary to record or otherwise memorialize the waiver. Developer shall enter into a Unity of Title or Covenant in Lieu of Unity of Title to consolidate the Project site.

9. Seawall Funding. The Developer shall obtain appropriate permits for and construct a new sea wall in accordance with all applicable requirements prior to issuance of the Master Building Permit. Should grant funding become available prior to construction of the sea wall, and such funding not be committed elsewhere (in the sole discretion of the Village), the Village agrees to explore opportunities with the Developer to participate in funding a portion of the sea wall construction under terms acceptable to the Village.

a. *Grant 1 (Design/Permitting) and Grant 2 (Construction): Florida Inland Navigation District Program.* The Village will serve as applicant for an application prepared by the Developer to apply for a grant specifically applicable to design and permitting of the Project seawall and Island Walk and for a subsequent grant for construction of the same amenities. Standard Grant disbursement agreements shall be prepared by the Village.

i. *Administrative expenses.* If the Project receives seawall grant funding, Developer shall reimburse the Village for reasonable administrative expenses incurred in implementing the grant funding process for the Project, including without limitation grant-writing, grant administration and oversight, and legal fees: provided that the amount of reimbursement of such expense shall be hourly and shall not exceed 8% of the total amount of the grant funds. The village shall provide relevant backup documentation for all costs incurred.

ii. *Easement*. Prior to the Village being able to administer grant funding to the Project, the Owner shall enter into the Island Walk Easement with the Village in a form mutually agreed upon by the Parties and consistent with the ULDC regarding such Island Walk Easements.

10. Island Walk.

a. Prior to Master Building Permit, the Developer shall execute and record an Island Walk Easement in form and substance acceptable to Village Manager and Village Attorney.

b. The Island Walk easement shall grant access to the public over, across, and through an eighteen (18) foot-wide portion of the Property adjacent to the seawall for the sole purpose of providing for public pedestrian traffic through and above the Island Walk (the "Island Walk"). The Island Walk will remain an open space pedestrian walkway with landscaping and other amenities to be determined through an SAP Permit and will remain reasonably available for access and non-exclusive use by the general public 7 AM until 10 PM every day, or such other times as provided in the Village's rules or regulations applicable to the Island Walk as a whole (the "Village Rules"), as may be established or amended from time to time by the Village Commission after a public hearing for which a courtesy notice shall be mailed to the last known address of the Developer ("Permitted Times").

i. The requirements of this section and the easement provided herein shall only become operative upon the issuance of a temporary certificate of occupancy ("TCO") for any portion of the Project. In the event of a phased Project, the portion of Island Walk corresponding to that portion of the Project which is issued a TCO shall become operative at that time . This section shall not be construed or interpreted to require the provision of an Island Walk before issuance of a TCO for a Project Phase.

ii. Public use of the Island Walk under this easement is subject to the Village Rules. The Village Rules include the following conditions and limitations:

The Developer may restrict or prevent access to the Island Walk to members of the general public as Developer may deem appropriate: to avoid or enforce against loitering, creating a nuisance, trespass, or other violations of the rules or regulations governing the Island Walk; during certain times as exceptions to the Permitted Times for special events or other special functions (the "Special Functions"), provided notice of the Special Function is provided to the Village Manager at least ten (10) days prior to the proposed Special Function, and the Village Manager does not object on the basis of health or safety concerns within three (3) business days of the notice, and the Special Functions Limitations (as defined below) are complied with; outside of Permitted Times; during construction of the Island Walk or adjacent improvements (for only those portions of the easement area directly impacted by construction), or to otherwise protect the safety of persons or property.

iii. The Island Walk within the boundaries of the Property is privately owned and shall not be deemed, by reason of the Project Approval or this Agreement, to be a public forum, limited public forum, or any other type of public forum for purposes of the exercise of rights pursuant to the First Amendment to the United States Constitution or any companion provision under the Florida Constitution, nor shall the Developer be deemed a public actor by virtue of its operation of the Island Walk;

c. The Island Walk and its use shall be and remain subject to rules and regulations as Developer may impose, so long as such rules do not conflict with the Village Rules;

d. The use of the Island Walk by the public shall be limited to Permitted Times, other than during Special Functions, which Special Functions shall not occur more than six (6) times per year, and each time for no more than six (6) consecutive hours within Permitted Times (the "Special Functions Limitations"). However, this subsection shall not be construed to in anyway limit Developer's ability to apply for special event permits under the applicable provisions of the ULDC

e. The Developer shall have the right (but not the obligation) to conduct such surveillance and security functions and activities as the Developer deems appropriate for the protection of persons or property;

f. Use of the Island Walk shall be subject to temporary disruption as Developer may reasonably designate in connection with construction, maintenance, or repairs conducted on portions of the Property;

g. Use of the Island Walk shall be in its then "AS IS" condition and any party using the Island Walk does so at their own risk and to the extent permitted by Florida Law.

h. Developer shall be responsible for initial construction, maintenance, and repair of the Island Walk, except for any damage arising from special events held by the Village, which shall be the responsibility of the Village to repair. For avoidance of doubt, regular public use shall not be considered a special event or events.

i. Developer may, in its sole discretion, assign its rights and responsibilities relating to the Island Walk to a Governmental Entity.

j. The Village shall have the right, upon thirty (30) days' notice to the Developer with a reasonable opportunity to cure, but not the obligation, to maintain or repair the Island Walk. Any monies expended by the Village to maintain or repair the Island Walk shall be due and payable by the Developer within ninety (90) days of being invoiced by the Village. The failure to timely pay the costs of maintenance and/or repair shall be deemed a lien over the Property for the past due amounts, and the Village may file any documentation of the lien against the title for the

Property. Condominium documents prepared for the Property shall specifically acknowledge and authorize the lien rights of the Village.

k. The Developer shall provide signage for public accessways to the Island Walk, subject to Village Manager approval as to shape, size, text, and configuration, consistent with other Island Walk signage provided within the Village. The public-access waterfront walkway and major public access points around the site shall be marked with any other standard Island Walk identification sign, to be specified by the Village.

11. Necessity of Complying with Local Regulations Relative to Development Permits. The Developer and the Village agree that the failure of this Agreement to address a particular permit, condition, fee, term, or restriction in effect on the Effective Date of this Agreement shall not relieve Developer of the necessity of complying with the regulations governing said permitting requirements, conditions, fees, terms, or restrictions as long as compliance with said regulations and requirements do not require the Developer to develop the Property in a manner that is materially inconsistent with the Project Approval. Developer agrees to provide all subdivision, water, sewer, paving and drainage, and any other infrastructure improvements required to develop, serve, and maintain the Property consistent with the Project Approval. Developer acknowledges that Miami-Dade County or any of its agencies, and any other state and local agencies with jurisdiction over the Property or the Project are not parties to this Agreement. The Developer's inability to obtain additional development permits from any such jurisdiction or agency without materially modifying the Project Approval will not excuse its material noncompliance with the Project Approval or this Agreement and the Village shall have no obligation whatsoever to modify or amend the Project Approval or this Agreement, or return any monies paid by the Developer, in such instance. Monitoring of construction by off duty police shall only be required when there is work on or queuing of vehicles for more than ten (10) minutes in the right-of-way, such as with continuous concrete pours.

12. Impact Fees. The impact fees that are in effect as of the effective date of this Agreement and that would apply to the development of the Project are specifically provided in Exhibit "C." It is agreed and understood by the parties that no other impact fees other than those listed in Exhibit "C" will apply to the development of the Project. No new impact fees or increases to the fees in existence as of the Effective Date adopted by the Village shall be applied to the development of the Project during the term. The Village and Developer shall coordinate their efforts to derive the maximum benefits of any impact fee payments in favor of the Project and the Village. Nothing in this Agreement shall be construed as a waiver by the Developer of its right to pursue impact fee credits for any and all work performed by the Developer for which impact fee credits can be awarded.

a. On or before April 24, 2026, the Developer shall pay Village the sum of $100,000 as a partial pre-payment of impact fees. The pre-paid impact fees shall be applied against impact fees owed in the following manner; first, police impact fees; second, park open space impact fees; and third, park improvement impact fees. The Village confirms that it will use the pre-paid impact fees in compliance with Section 163.31801, Florida Statutes

(2025) and the Village's enabling ordinances. The Developer waives any claim against said impact fees based in whole or in part on the manner, time, or purpose for which these monies are spent by the Village, and the Village reserves the right to use these funds to address its infrastructure needs as it determines in its sole and absolute discretion. Developer shall be entitled to a credit against impact fees in the amount pre-paid pursuant to this Section 12 that may be applied against impact fees due for any development until such time as the balance of the credit has been exhausted. Under no circumstances shall the Developer be entitled to a refund of pre-paid impact fees, and Developer waives any potential refund of any pre-payments under this Section.

13. Reservation of Development Rights. For the Term, the Village hereby agrees that it shall permit the development of the Project in accordance with the Project Approval, the Land Development Regulations, the Comprehensive Plan, and the existing laws and policies as of the Effective Date of this Agreement that are or may be applicable to the Property, subject to the conditions of this Agreement. Nothing herein shall be construed to limit or prohibit the Village from enforcing duly adopted ordinances and resolutions that may affect the operational requirements, obligations, and conditions of any uses permitted under the Project Approval, .provided such ordinances or resolutions do not prevent the development of the land uses, intensities, and densities set forth in this Agreement or restrict the operations of uses on the Property in conflict with the SAP. The Property shall not be subject to downzoning, unit density reduction, or any other limitation upon the development rights in effect upon the Effective Date of this Agreement and during the Term of this Agreement. However, nothing herein shall prohibit an increase in development density or intensity within the Project in a manner consistent with the Comprehensive Plan and the Land Development Regulations, in the event that they are amended to permit such increase during the Term of this Agreement, provided that an increase in density shall result in pro rata adjustments to the impact fee benefits to the Village provided in Section 12 of this Agreement.

The expiration of this Agreement, for whatever reason, shall not be considered a waiver of, or limitation upon, the rights, including, but not limited to, any claims of vested rights or equitable estoppel, obtained or held by the Developer or its successors or assigns to continue development of the Project in conformity with the Project Approval and all prior or subsequent Development Permits or development orders granted by the Village, including, but not limited to, those rights granted under the Comprehensive Plan and the Land Development Regulations, as in effect on the Effective Date or as subsequently amended, provided a Master Building Permit, phased building permit, or other permit allowing for vertical construction has been obtained prior for the phase for which vested rights have been asserted, on or before the expiration of the Term, and such permit is thereafter maintained in active status. Notwithstanding the foregoing, the Parties acknowledge that the failure of the Developer to timely obtain a building permit, pursuant to Section 4(a) of this Agreement, may result in the expiration of the site plan and the forfeiture of certain fees paid in furtherance of the Project Approval. Such expiration, without extension, will result in the termination of this Agreement

14. Alternative Plans Review and Inspections. The Village acknowledges that the Developer may, at its option, contract with a private provider to provide building code inspection

services for this Project as permitted by Section 553.791, Florida Statutes (2024).

15. Phased Permitting. Pursuant to Section 105.13 of the North Bay Village Building Code (consistent with the Florida Building Code) the Village shall allow Developer to apply for phased building permits and foundation permits.

16. Marina. The Project's marina shall be ancillary to and limited to the use of owners and residents of the Project. The Village shall assist as necessary with regards to any required regulatory and proprietary approvals.

17. Shoreline Development Approval. If required by the County, the Developer shall seek and obtain approval from the Shoreline Development Review Committee of Miami-Dade County, Florida (the "SDRC"). The Village shall provide written confirmation of the Village's development approvals to the Shoreline Development Review Committee of Miami-Dade County, Florida upon the written request of the Developer or Miami-Dade County. Should SDRC impose additional conditions as part of their review, said conditions shall be incorporated and reflected into an application for a SAP Permit, without the need to modify this Agreement or Site Plan, as long as they do not decrease the size of the Island Walk, View Corridors, and Island Walk access points as shown in the Site Plan.

18. Termination. In the event Developer defaults, the Village may revoke this Agreement after providing notice of the instance of noncompliance and its intent to revoke and/or terminate within sixty (60) calendar days. The Developer shall be given an opportunity to cure any cited noncompliance within the sixty (60) day period following notice. The Developer's failure to cure such noncompliance prior to the lapse of the sixty (60) day period shall afford the Village, at its sole option, the absolute right to terminate this Agreement.

19. Binding Effect. The obligations imposed pursuant to this Agreement upon the Developer and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees, and assigns, and a copy of this Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, at the sole cost and expense of the Developer, upon execution of this Agreement.

20. Governing Laws.

a. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developer and the Village agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement.

b. This Agreement is effectuated pursuant solely to Sections 4.19 and 8.15 of the ULDC, and was not enacted, nor should be construed or interpreted, as a Development Agreement under the Florida Local Government Development Act pursuant to Sections 163.3220 through 163.3243, Florida Statutes (2020) (the "Act"), as the same may be amended from time to time. Rights and obligations provided or imposed by the Act shall not

be applicable to the Developer or Village.

c. Further, as it relates to the enforcement and/or interpretation of this Agreement, each party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action, or counterclaim arising out of or relating to

i. this Agreement, including any exhibits attached to this Agreement;

ii. any other document or instrument hereafter executed and delivered in connection with this Agreement; or

iii. the transactions contemplated by this Agreement. This waiver shall survive the termination or expiration of this Agreement. This waiver shall not be applicable to any other matter relating to the Property, including but not limited to matters of eminent domain or the assertion of private property rights by the Developer under the United States Constitution and the Florida State Constitution and applicable statutory and common law.

21. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

If to Village at: Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL

With a copy to: Village Attorney
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL

Haydee Sera, Esq. and Anthony L. Recio, Esq.
Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2800 Ponce de Leon Blvd., 12th Floor
Coral Gables, FL 33134

If to Developer at: Harbor Island Development Company LLC
Attn: Mr. Amro Zakarni
2850 Tigertail Ave, Suite 800
Miami, FL 33133

With a copy to: Mario Garcia-Serra, Esq.
Gunster, Yoakley & Stewart, P.A.
600 Brickell Avenue, Suite 3500
Miami, FL 33131

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. Mail. Any party may change its notice address by providing written notice to the other parties of the new address as provided in this section. The terms of this section shall survive the termination of this Agreement.

22. Enforcement and Interpretation. In determining the enforcement of this Agreement, the order of precedence of documents shall be first, this Agreement; second, the Project Approval; third, the ULDC (including Appendix D), and fourth, the North Bay Village Comprehensive Plan. As such, should there be any conflict(s) with respect to the interpretation and/or enforcement of this Agreement and any of the subordinate documents, then the terms of this Agreement shall prevail.

23. Force Majeure. Any one or more of the following events will be a "Force Majeure" under this Agreement: strikes, lockouts, acts of God, unusual delay in obtaining or inability to obtain labor or materials due to governmental requirements, enemy action, civil commotion, fire, hurricane, sabotage, casualty, pandemic, epidemic, or other similar causes beyond the reasonable control of a party. A party's insolvency or financial condition or anything that causes a default in any Project financing or difficulty in obtaining financing will not constitute a Force Majeure. Neither the Village nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of or in default of any of its obligations, including, but not limited to, the preparation of the Property for development, or the beginning, progress, or completion of construction of the owner improvements or the offsite improvements, in the event of a Force Majeure, and the applicable time period shall be extended for the period of unavoidable delay caused by the Force Majeure.

24. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

25. Entire Agreement. This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations, or warranties other than as set forth herein.

26. Modification, Amendment, and Release. This Agreement may not be modified, amended, or released, except by written instrument signed by the Village Manager and the Developer (and/or its assigns, which may include, but not be limited to a Community Development District and/or master property owners' association with appropriate authority over the Property), provided that such modification, amendment, release has been approved by the Village Commission after public hearing.

27. Enforcement. Subject to the termination provisions of Section 18 and without limiting the Village's termination rights, this Agreement may be enforced by either Party by action against any parties or person violating, or attempting to violate, any covenants set forth in

this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his/her/its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both. The provisions of this section shall survive the termination of this Agreement.

28. Cumulative Remedies. Nothing contained herein shall prevent the Developer or the Village from exercising any rights and remedies either party may have under law.

29. Sovereign Immunity. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Town's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

30. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

31. Attorney's Fees. Enforcement of this Agreement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his/her/its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both. The provisions of this Section shall survive the termination of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

In the presence of:

VILLAGE:
NORTH BAY VILLAGE, FLORIDA,
a Florida Municipal Corporation

_____
Witness #1 Print Name: _____

Address: _____

_____
Witness #2 Print Name: _____

Address: _____

By: _____
Village Manager

Dated this ____ day of _____, 2025.

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this____ day of_____, 2025, by _____, as_____of North Bay Village, a Florida municipal corporation, on behalf of the Village. He/She is personally known to me or has produced _____as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

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

DEVELOPER:

In the presence of:

HARBOR ISLAND DEVELOPMENT COMPANY LLC, a Florida Limited Liability Company:

_____ _____

Witness #1 Print Name: _____ Print Name: _____

Title: _____

Address: _____ Dated this ____ day of _____, 2025.

_____

Witness #2 Print Name: _____

Address: _____

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this____ day of_____, 2025, by _____, as_____of Harbor Island Development Company, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced _____as identification and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

_____

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

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Address: 8000 East Drive and 7946 East Drive, North Bay Village, Florida

Folio Numbers: 23-3209-001-0020
23-3209-001-0030
23-3209-001-0024

PARCEL 1:

TRACT B, LESS THE SOUTH 160.00 FEET THEREOF, HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44 AT PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

THE WEST 40.00 FEET OF THE EAST 1/2 OF THE SOUTH 160.0 FEET OF TRACT "B", HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44 AT PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL 2:

LOT 63, AND THE SOUTH 160 FEET OF THE WEST 1/2 OF TRACT B OF HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44 AT PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT "B"

RESOLUTION NO.

EXHIBIT “C”

IMPACT FEES

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 SEPTEMBER 16, 2025 AT 6:30 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE ZONING OF CERTAIN PARCELS LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030), FROM RM-70 HIGH DENSITY MULTIPLE FAMILY RESIDENTIAL DISTRICT TO "8000 EAST SPECIAL AREA PLAN"; AMENDING THE UNIFIED LAND DEVELOPMENT CODE TO CREATE "APPENDIX D, 8000 EAST SPECIAL AREA PLAN" TO PROVIDE SPECIFIC ZONING REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY HARBOR ISLAND DEVELOPMENT COMPANY LLC TO PERMIT A RESIDENTIAL DEVELOPMENT CONSISTING OF TWO MULTIFAMILY RESIDENTIAL TOWERS, A PARKING STRUCTURE, MARINA, AND CIVIC SPACE, LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030); PROVIDING FOR FINDINGS, CONDITIONS, LIMITATION OF APPROVAL, IMPLEMENTATION, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH HARBOR ISLAND DEVELOPMENT COMPANY LLC FOR THE PROPERTIES LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030) RELATING TO THE DEVELOPMENT OF A RESIDENTIAL DEVELOPMENT CONSISTING OF TWO MULTIFAMILY RESIDENTIAL TOWERS, A PARKING STRUCTURE, MARINA, AND CIVIC SPACE PURSUANT TO SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION, PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING "APPENDIX A, SUNBEAM NBV SPECIAL AREA PLAN" OF THE UNIFIED LAND DEVELOPMENT CODE TO ADDRESS WORKFORCE HOUSING REQUIREMENTS AMONG OTHER PROVISIONS, APPLICABLE TO PROPERTIES ZONED "SUNBEAM SPECIAL AREA PLAN"; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT, PURSUANT TO SECTIONS 163.3221 THROUGH 163.3243, FLORIDA STATUTES, AND SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE, TO REPLACE THE PREVIOUSLY APPROVED SUNBEAM DEVELOPMENT AGREEMENT GOVERNING THE DEVELOPMENT OF A MIXED-USE PROJECT CONSISTING OF RESIDENTIAL, OFFICE, COMMERCIAL, HOTEL/LODGING, AND CIVIC USES ON CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBERS 23-3209-000-0010, 23-3209-000-0200, 23-3209-000-0201, 23-3209-000-0020, 23-3209-000-0030, 23-3209-000-0031, 23-3209-000-0040, 23-3209-000-0161, 23-3209-010-0240, AND 23-3209-010-0270, LEGALLY DESCRIBED IN EXHIBIT "A" TO THE PREVIOUSLY APPROVED DEVELOPMENT AGREEMENT; PROVIDING FOR AUTHORIZATION, PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/ APPROVING WITH CONDITIONS/DENYING] A VARIANCE APPLICATION BY JULIO CESAR ALONSO CHOCHO FOR PROPERTY LOCATED AT 1540 N TREASURE DR (FOLIO NO. 23-3209-009-0770) TO ALLOW A POOL WITHIN THE REQUIRED REAR/EASEMENT AND SIDE SETBACKS, WHERE SECTION 8.17.M.2.B OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) REQUIRES A SETBACK OF AT LEAST 7.5 FEET FROM THE REAR EASEMENT AND 15 FEET FROM SIDE PROPERTY LINE; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE YOU MAY JOIN THE ZOOM MEETING AT: **MEETING ID:** 891 2658 3746
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

Notice of Public Hearing - Regular Commission Meeting

North Bay Village | Publish Date: Sep 2, 2025

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON SEPTEMBER 16, 2025 AT 6:30 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

ITEM NO. 12.E

North Bay Village
Recommendation Memorandum

DATE: September 16, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT, PURSUANT TO SECTIONS 163.3221 THROUGH 163.3243, FLORIDA STATUTES, AND SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE, TO REPLACE THE PREVIOUSLY APPROVED SUNBEAM DEVELOPMENT AGREEMENT GOVERNING THE DEVELOPMENT OF A MIXED-USE PROJECT CONSISTING OF RESIDENTIAL, OFFICE, COMMERCIAL, HOTEL/LODGING, AND CIVIC USES ON CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBERS 23-3209-000-0010, 23-3209-000-0200, 23-3209-000-0201, 23-3209-000-0020, 23-3209-000-0030, 23-3209-000-0031, 23-3209-000-0040, 23-3209-000-0161, 23-3209-010-0240, AND 23-3209-010-0270, LEGALLY DESCRIBED IN EXHIBIT "A" TO THE PREVIOUSLY APPROVED DEVELOPMENT AGREEMENT; PROVIDING FOR AUTHORIZATION, PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission consider the proposed Development Agreement with Sunbeam Television Corp., Sunbeam 1601 1601 79th St. LLC, Sunbeam Properties, Inc., and Sunbeam 1600-1624 79th St. LLC, collectively referred to as "Sunbeam NBV"

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's input to amend and restate a Development Agreement with Sunbeam Television Corp., Sunbeam 1601 1601 79th St. LLC, Sunbeam Properties, Inc., and Sunbeam 1600-1624 79th St. LLC, collectively referred to as "Sunbeam NBV".

On October 11, 2022, the Village Commission adopted Ordinance No. 2022-011, which created the “Sunbeam NBV Special Area Plan” zoning designation (the “SAP”), adopted the “Appendix A, Sunbeam Special Area Plan” regulations (the “SAP Regulations”), and rezoned the properties identified by folio numbers 23-3209-000-0010, 23-3209-000-0200, 23-3209-000-0201, 23-3209-000-0020, 23-3209-000-0030, 23-3209-000-0031, 23-3209-000-0040, 23-3209-000-0161, 23-3209-010-0240, and 23-3209-010-0270 (the “SAP Property”) to “Sunbeam Special Area Plan”. Subsequently, the Village entered into a Development Agreement, pursuant to Resolution No. 2022-086.

The Applicant is seeking to amend the Special Area Plan (SAP) and the Development Agreement to:

(i) clarify that the density bonus program and community contribution fees associated with the SAP shall be subject to the terms of the amended Sunbeam North Bay Village SAP Development Agreement to be considered, including a community benefits package as follows:
1. The conveyance of the properties located at 7560 West Treasure Drive and 1601-1657 North Treasure Drive.
2. Community Contribution of $200,000 toward the construction of a park on North Treasure Properties; and
4. 1601-1657 North Treasure Drive must include a park together with any other governmental uses. The park is named "Ansin Family Park"
(ii) increase the permissible height of rooftop structures and equipment to 30 feet, and the percentage of rooftop area that can be devoted to such structures and equipment to 50%;
(iii) increase the permissible pedestal height of buildings within the Sunbeam NBV North portion of the SAP Property to ten stories or 120 feet; and
(iv) establish permitted construction hours, from dawn to dusk, Monday through Saturday, except that loud construction noise shall be prohibited:
(1) before 8 a.m. Monday through Friday,
(2) after 5 p.m. Monday through Saturday, and
(3) before 9 a.m. on Saturday, subject to a prohibition on construction activities on Sundays or national holidays unless there is an emergency as determined by the Village Manager.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
TBD

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution - DA - Sunbeam Amendment - FR Commission.docx
Development Agreement 9-8-25- FR Version.pdf
Notice of Public Hearing - MDC -legal Ads 09.02.2025.pdf
Notice to Consider a DA - MH .pdf

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT, PURSUANT TO SECTIONS 163.3221 THROUGH 163.3243, FLORIDA STATUTES, AND SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE, TO REPLACE THE PREVIOUSLY APPROVED SUNBEAM DEVELOPMENT AGREEMENT GOVERNING THE DEVELOPMENT OF A MIXED-USE PROJECT CONSISTING OF RESIDENTIAL, OFFICE, COMMERCIAL, HOTEL/LODGING, AND CIVIC USES ON CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBERS 23-3209-000-0010, 23-3209-000-0200, 23-3209-000-0201, 23-3209-000-0020, 23-3209-000-0030, 23-3209-000-0031, 23-3209-000-0040, 23-3209-000-0161, 23-3209-010-0240, AND 23-3209-010-0270, LEGALLY DESCRIBED IN EXHIBIT "A" TO THE PREVIOUSLY APPROVED DEVELOPMENT AGREEMENT; PROVIDING FOR AUTHORIZATION, PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 11, 2022, the North Bay Village (the "Village") Commission adopted Ordinance No. 2022-011, which created the "Sunbeam NBV Special Area Plan" zoning designation (the "SAP"), adopted the "Appendix A, Sunbeam Special Area Plan" regulations (the "SAP Regulations"), and rezoned the properties identified by folio numbers 23-3209-000-0010, 23-3209-000-0200, 23-3209-000-0201, 23-3209-000-0020, 23-3209-000-0030, 23-3209-000-0031, 23-3209-000-0040, 23-3209-000-0161, 23-3209-010-0240, and 23-3209-010-0270 (the "SAP Property") to "Sunbeam Special Area Plan", based on an application submitted by Sunbeam Television Corp., Sunbeam 1601 79th St., LLC, Sunbeam Properties, Inc., and Sunbeam 1600-1624 79th St., LLC, collectively referred to as "Sunbeam NBV" ("the "Applicant"); and

WHEREAS, in connection with the development of the SAP Property under SAP Regulations, the Applicant and the Village entered into Development Agreement recorded in Official Records Book 33702 at Page 1 of the Public Records of Miami-Dade County (the "Original Development Agreement"), pursuant to Resolution No. 2022-086; and

WHEREAS, the Applicant has applied to the Village seeking to amend the SAP Regulations to: (i) clarify that the density bonus program and community contribution fees associated with the SAP shall be subject to the terms of the *amended* Sunbeam North Bay Village SAP Development Agreement to be considered contemporaneous with the Village Commission's consideration of this Ordinance; (ii) increase the permissible height of rooftop structures and equipment to 30 feet, and the percentage of rooftop area that can be devoted to such structures and equipment to 50%; (iii) increase the permissible pedestal height of buildings within the Sunbeam NBV North portion of the SAP Property

to ten stories or 120 feet; and (iv) establish permitted construction hours, from dawn to dusk, Monday through Saturday, except that loud construction noise shall be prohibited: (1) before 8 a.m. Monday through Friday, (2) after 5 p.m. Monday through Saturday, and (3) before 9 a.m. on Saturday, subject to a prohibition on construction activities on Sundays or national holidays unless there is an emergency as determined by the Village Manager; and

WHEREAS, on _____, the Village Commission adopted Ordinance No. 2025-___, approving the amendments to the SAP Regulations proposed in the Application; and

WHEREAS, pursuant to Section 8.15 and Chapter 15 of the Unified Land Development Code (the "ULDC"), and Sections 163.3221 through 163.3243, Florida Statutes, the Village and the Applicant have agreed to enter into an Amended and Restated Development Agreement, substantially in the form attached hereto as Exhibit "A" (the "Sunbeam Amended Agreement"), which memorializes entitlements, density bonus requirements, building area in the SAP, and other requirements, and amends, restates, and supersedes the Original Development Agreement; and

WHEREAS, in accordance with Section 163.3225, Florida Statutes, the Village Commission conducted two duly noticed public hearings on _____ and _____ to consider the Sunbeam Amended Agreement; and

WHEREAS, the Village Commission finds that the Sunbeam Amended Agreement is consistent with the Village's Comprehensive Plan and Unified Land Development Code; and

WHEREAS, the Village Commission finds that it is in the public interest to address the issues covered by the Sunbeam Amended Agreement in a comprehensive manner and at public hearings in compliance with all applicable laws, ordinances, plans, rules, and regulations of the Village while allowing the Applicant to proceed in the development of the SAP Property in accordance with existing laws and policies, substantially in accordance with the terms set forth in the Sunbeam Amended Agreement; and

WHEREAS, the Village Commission finds that entering into the Sunbeam Amended Agreement is in the best interest and welfare of the residents of the Village, and desires to approve the Sunbeam Amended Agreement and authorize the Village Manager to execute the Sunbeam Amended Agreement with the Applicant in substantially the form attached hereto as Exhibit "A."

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

Section 1. Recitals. That the foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

Section 2. Approval. That pursuant to Section 8.15 and Chapter 15 of the ULDC, and Sections 163.3221 through 163.3243, Florida Statutes, the Village Commission hereby approves the Sunbeam Amended Agreement with the Applicant.

Section 3. **Authorization.** That the Village Commission hereby authorizes the Village Manager to execute the Sunbeam Amended Agreement in substantially the form attached hereto as Exhibit "A" with the Applicant, subject to the Village Attorney's approval as to form, content, and legal sufficiency.

Section 4. **Implementation.** The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution and the Sunbeam Amended Agreement.

Section 5. **Effective Date.** This Resolution shall be in force and take effect immediately upon its passage and adoption.

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

Mayor Rachel Streitfeld	___
Vice Mayor Goran Cuk	___
Commissioner Doris Acosta	___
Commissioner Richard Chervony	___
Commissioner Andrew Rotondaro	___

PASSED AND ADOPTED on this ___ day of ____, 2025.

_____
Rachel Streitfeld, Esq., Mayor

ATTEST:

_____
Alba Chang, CMC, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT “A”
DEVELOPMENT AGREEMENT

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT, ~~(hereinafter the "Agreement") is~~ originally made and entered into as of March 13, 2023 (the "Effective Date") ~~this 13th day of March, 2023,~~ by and between the owners of real property listed below and their subsequent successors and/or assigns, (collectively the "Developer" or "Sunbeam"), and North Bay Village, Florida, a Florida municipal corporation (the "Village") (the "Agreement"), is hereby amended and restated in full this ____ day of _____ 2025 (the "Amendment Date").

RECITALS

WHEREAS, the Developer is the owner of the following parcels of real property:

- 23-3209-000-0010 Sunbeam Television Corp.
- 23-3209-000-0200 Sunbeam Television Corp.
- 23-3209-000-0201 Sunbeam Television Corp.
- 23-3209-000-0020 Sunbeam Television Corp.
- 23-3209-000-0030 Sunbeam Television Corp.
- 23-3209-000-0031 Sunbeam 1601 79th ST LLC.
- 23-3209-000-0040 Sunbeam 1601 79th ST LLC.
- 23-3209-000-0161 Sunbeam Properties, Inc.
- 23-3209-010-0240 Sunbeam 1600-1624 79th ST LLC.
- 23-3209-010-0270 Sunbeam 1600-1624 79th ST LLC.

located within the boundaries of the Village, the legal descriptions of which are attached hereto and made a part hereof as Exhibit "A" (the "Property"); and

WHEREAS, the Property is currently designated "Commercial" on the Village's Comprehensive Plan Future Land Use Map and zoned "Sunbeam Special Area Plan" ~~T6-24 and T6-30 transect zones~~ pursuant to the Village's Land Development Regulations (as herein defined); and

WHEREAS, pursuant to Ordinance No. 2022-11 and Resolution No. ____, Sunbeam obtained approval to develop the Property with ~~the Developer and the Village mutually desire that the Property be developed with~~ a mixed-use development (the "Project") under regulations set forth in the "Appendix A, Sunbeam Special Area Plan" regulations (the "SAP Regulations") ~~as set forth in the Special Area Plan and Site Plan application submitted to the Village on March 24, 2022 (the "Project")~~; and

WHEREAS, on October 11, 2022, pursuant to Resolution No. 2022-086, Sunbeam and the Village entered into a Development Agreement (the "Original Development Agreement") that was recorded in Official Records Book 33702, at Page 1, of the Public Records of Miami-Dade County, Florida; and

WHEREAS, the Developer has applied to the Village seeking to amend the SAP Regulations to: (i) clarify that the density bonus program and community contribution fees associated with the SAP shall be subject to the terms of the *amended* Sunbeam North Bay Village

SAP Development Agreement to be considered contemporaneous with the Village Commission's consideration of this Ordinance; (ii) increase the permissible height of rooftop structures and equipment to 30 feet, and the percentage of rooftop area that can be devoted to such structures and equipment to 50%; (iii) increase the permissible pedestal height of buildings within the Sunbeam NBV North portion of the SAP Property to ten stories or 120 feet; and (iv) establish permitted construction hours, from dawn to dusk, Monday through Saturday, except that loud construction noise shall be prohibited: (1) before 8 a.m. Monday through Friday, (2) after 5 p.m. Monday through Saturday, and (3) before 9 a.m. on Saturday, subject to a prohibition on construction activities on Sundays or national holidays unless there is an emergency as determined by the Village Manager; and

WHEREAS, the Developer and the Village mutually desire to amend the Original Development Agreement to reflect the amendments described in the Amendment Application, and preserve unchanged~~establish certain~~ terms and conditions relating to the proposed development of the Property and wish to establish certainty as to the ultimate development of the Project, as provided pursuant to Section 8.15, Chapter 15 and Appendix A of the Village's Unified Land Development Code (the "ULDC"); and

WHEREAS, the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2022), authorizes local governments to enter into development agreements with developers to encourage a stronger long term commitment to the comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to developers and municipalities in the approval of development and assurances that they may proceed in accordance with the existing laws and

policies, subject to the conditions of such development agreements and

WHEREAS, the purpose of this Development Agreement is to define the manner in which the Property shall be developed and the conditions that will govern the Property's development, to satisfy concurrency for the Property for the term of this Development Agreement, and to establish the respective rights and obligations of the Developer and the Village regarding development of the Property and operations thereon.

NOW, THEREFORE, in consideration of the conditions, covenants, and mutual promises contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Developer and the Village agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to the Agreement are hereby deemed a part hereof.
2. Definitions.
    a. "Approval Ordinance" means Ordinance No. 2022-011 adopted on October 11, 2022, which approved the Sunbeam NBV Special Area Plan as set forth in Appendix A to the ULDC, as amended by Ordinance No. _____. ~~See Exhibit B-1.~~
    b. "Approval Resolution" means Resolution No. 2022-085 adopted on October 11, 2022, which approved the Site Plan, as further defined below. ~~See Exhibit B-2.~~
    c. "Building Official" shall have the meaning set forth in Chapter 2 of the 2020 Florida Building Code, Building, 7th Edition: "Building Official" means the officer or other designated authority charged with the administration and enforcement of this code, or a duly authorized representative. For purposes of this Agreement, "Building Official" also means that person appointed to head the building department in accordance with Section 4.14 of the Code of Ordinances of North Bay Village or that person's designee.
    d. "Civic Space" means any portion or portions of the Project designed to encourage the uses enumerated in Section A.4.A.5 of the ULDC (2022) to be established and/or conducted.
    e. "Comprehensive Plan" means the Village's comprehensive plan meeting the requirements of Chapter 163, Florida Statutes (2022).
    f. "Developer" shall have the meaning set forth in Section 163.3221(3), Florida Statutes (2022): "Developer" means any person, including a governmental agency, undertaking any development. For purposes of this Agreement, "Developer" also means the person undertaking the development of the Property, as defined in the preamble to this Agreement, or any successors or assigns thereof that (a) acquire an interest in any portion of the Property from the Developer pursuant to sale or ground lease for the purpose of the development and resale or sublease and (b) is/are specifically assigned rights as Developer hereunder by the Developer pursuant to an express written assignment. This term does not include the future fee simple owners of any individual lot or unit within the Project. Upon execution and recording of such assignment, the assignee will be deemed the Developer hereunder to the extent set forth in such assignment.
    g. "Development" shall have the meaning set forth in Section 163.3221(4), Florida

Statutes (2022): "Development" means the carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels. For purposes of this Agreement, "Development" also means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), Florida Statutes (2022) provided, however, that activities and uses set forth in Section 163.3221(4)(b), Florida Statutes (2022), shall not constitute Development.

h. "Development Permit" shall have the meaning set forth in Section 163.3221 (5), Florida Statutes (2022) as modified herein: "Development Permit" includes any building permit, zoning permit, subdivision approval, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land. For purposes of this Agreement, "Development Permit" also includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government, including actions of the Village Manager, Planning and Zoning Official and/or Building Official, having the effect of permitting the development of land, including an SAP Permit, and Site Plan Modification Permit as defined by Appendix A of the ULDC (2022), except that amendments to the Special Area Plan or the Project Approval shall not be considered a Development Permit.

i. "Exhibits" shall refer to the following Exhibits to this Agreement:

1. Exhibit "A" – Legal Description
2. Exhibit "B" – Community Contribution Fees
3. Exhibit "C" – Impact Fees
4. Exhibit "D" – Form of Island Walk Easement
5. Exhibit "E" – Public Facilities
6. Exhibit "F" – Florida Hometown Heroes Loan Program
7. Exhibit "G" – Concept Plan
8. Exhibit "H" – Island Walk Signage

~~h.~~

~~i. "Effective Date" is the later of the date of execution of this Agreement by the Developer or the Village.~~

i.. "Governing Body" means the Village Commission.

j. "Governmental Entity" means an agency of the state, a regional or a local government created by the State Constitution or by general or special act, any county or municipality, or any other entity that independently exercises governmental authority.

k. "Island Walk" means a non-exclusive minimum 18-foot-wide easement, granted in accordance with Paragraph 9 of this Agreement, within a minimum 25-foot setback serving as a waterfront promenade as envisioned in the "NBVIO0 Report"

prepared by DPZ CoDesign dated April 10, 2020, and more particularly defined in Section A.3.A.2.g(2) of the ULDC (2022).

l. "Land" shall have the meaning set forth in Section 163.3221(7), Florida Statutes (2022): "Land" means the earth, water, and air, above, below, or on the surface and includes and improvements or structures customarily regarded as land.

m. "Land Development Regulations" shall have the meaning set forth in Section 163.3221 (8), Florida Statutes (2022): "Land Development Regulations" means ordinances enacted by governing bodies for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the development of land. For purposes of this Agreement, "Land Development

Regulations" also means ordinances, resolutions, rules, and policies in effect on the Effective Date, which have been enacted and implemented by the Village for the regulation of any aspect of development and includes any local government zoning, rezoning, Special Area Plan, sustainability code, subdivision, building construction, or sign regulation or any other regulations controlling the development of, or construction upon, Land.

n. "Laws" shall have the meaning set forth in Section 163.3221(9), Florida Statutes (2022): "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of land. For purposes of this Agreement, "Laws" also means all ordinances, resolutions, regulations, comprehensive plans, special area plans, land development regulations, and rules adopted by a local government affecting the development of Land.

o. "Local Government" means the Village. The term does not include any other governmental entity or agency that may have jurisdiction over the Property or any aspect of the Project.

p. "Open Space" means any parcel or area of land or water essentially unimproved by permanent buildings and mostly 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. Open space may also be provided at elevated levels of structures and shall provide prominent access to the general public during hours of operation of such areas (to be determined in the sole discretion of the Developer).

q. "Planning and Zoning Official" shall means that person appointed to head the planning and zoning department in accordance with Section 4.13 of the Code of Ordinance of North Bay Village or that person's designee.

r. "Project" means the Development approved pursuant to the Project Approval.

s. "Project Approval" means the Approval Ordinance and the Approval Resolution collectively.

t. "Partial Stabilization" means the completion of construction of the first of either the "Sunbeam NBV North – West" or the "Sunbeam NBV North – East" quadrants as defined in the Site Plan page 1.07 and the leasing of at least ninety percent (90%) of the commercial spaces thereon by third-party tenants for ninety (90) consecutive days.

u. "Property" is that certain 12.912-acre site as more particularly described in Exhibit "A" attached hereto and may be expanded or contracted through the acquisition or sale of parcels by the Developer.

v. "SAP Permit" means the permit issued for the implementation of phases and/or individual projects, buildings and structures and/or site improvements granted administratively pursuant to the Project Approval and in accordance with Section A.1.H and Section 5.9 of the ULDC (2022).

w. "Site Plan" is that site plan approved by the Approval Resolution entitled "Sunbeam NBV SAP Site Plan" consisting of 12 sheets.

x. "Site Plan Modification Permit" means the permit issued to authorize modifications to a previously approved SAP Permit.

y. "Special Area Plan" means the special area plan approved by the Commission which may also be known as the "Sunbeam NBV Special Area Plan" and referenced in Appendix A of the ULDC (2022).

z. "Village Manager" means that person serving as the chief administrative officer of the Village in accordance with Section 4.01 of the Charter of North Bay Village or that person's designee.

3. Intent. It is the intent of the Developer and the Village that this Agreement should be construed and implemented consistent with the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2022), so as to effectuate the requirements of Section 8.13, Chapter 15 and Appendix A of the ULDC (2022) and the Site Plan. The Village's Laws, Comprehensive Plan, Land Development Regulations, other regulations (including the imposition of impact fees and community contribution fees) and policies governing the development of the Property in effect at the time of execution shall govern the development of the land for the Term (and any extension of the Term) of this Agreement. The Property shall not be subject to downzoning, unit density reduction, or any other limitation upon the development rights or the operation of the Project in effect upon the Effective Date of this Agreement and during the Term of this Agreement. However, nothing herein shall prohibit, or in any way limit or restrict, an increase in development density or intensity or the application of less restrictive development parameters within the Project in a manner consistent with any subsequently adopted Comprehensive Plan amendments, Land Development Regulations, Laws, or any other change in regulations subsequently enacted by the Village that are applicable to the Property.

4. Effective Date, Duration, and Annual Review.

a. This Agreement shall become effective on the Effective Date. The Agreement shall be recorded in the public records of Miami-Dade County, Florida and shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of thirty (30) years from the Effective Date (the "Term").

b. The term of this Agreement may be extended for an additional term of fifteen (15) years subject to Village Commission Approval after public hearing in accordance with the provisions of the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2022).

c. The expiration date of the Agreement shall be upon the expiration of the Term (and any extension of the Term) from the Effective Date (the "Expiration Date").

d. Annual Review. The Developer shall provide the Village with an annual written status report due on or before the anniversary date of the Effective Date to facilitate annual review of this Agreement as set forth in Section 163.3235, Florida Statutes (2022). The annual status report shall list the obligations of this

Agreement and set forth the Developer's efforts to satisfy them, including at minimum (i) a running accounting of payments and contributions made to the Village; (ii) development status of facilities and events the Developer has committed to provide; and (iii) a running ledger of floor area (broken down by residential, hotel, retail and office), dwelling units, workforce housing dwelling units, short term rental units, hotel units, and parking spaces. The Village shall annually review the annual status report to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the Village Commission finds, on the basis of substantial competent evidence, that there has been a failure to comply with the material terms of this Agreement, the notice, cure, and mediation procedures of Paragraph 32 shall be invoked, following which the Village may avail itself of the remedies provided in Section 163.3235, Florida Statutes (2022).

e. The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the pendency of any government-initiated moratorium, litigation or challenges that materially limit the ability of the Developer to develop the Project. For purposes of clarity, the Village acknowledges that the timeframes set forth in the Agreement shall be considered tolled for the period from March 13, 2023 through April 24, 2024 to reflect the sewer moratorium (the "Sewer Moratorium"). Additional tolling may occur during the Term of this Agreement. Notwithstanding the foregoing, this provision shall not relieve Developer of annual compliance with Paragraph 4.d above.

f. The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the unavailability of infrastructure required to be operational to provide service(s) to the Project, where such infrastructure requires improvements that are not the obligation of the Developer under this Agreement, the Project Approval, or any Development Permit. For the purposes of clarity, the Village acknowledges that the timeframes set forth in this Agreement shall be considered tolled for the period from March 13, 2023 through April 24, 2024 to reflect the Sewer Moratorium. Additional tolling may occur during the Term of this Agreement. Notwithstanding the foregoing, this provision shall not relieve Developer of annual compliance with Paragraph 4.d above.

g. ~~The Village is considering the adoption of a Comprehensive Plan amendment that shifts evaluation of traffic levels of service from trip-based concurrency to a Traffic Concurrency Exception Area or similar program/option to eliminate requirements to evaluate the Project from trip-based concurrency (the "Traffic Concurrency Amendment") for roads within the Village that abut the Property, including but not limited to 79th Street Causeway. At the same time, the Village recognizes that there is currently a sewer moratorium (the "Moratorium") that may impact the ability of the Developer to obtain building permits until such time as the Moratorium is lifted. Developer's financial obligations under Paragraphs 7.e.ii, 11.d, and 12.b shall be due upon the earlier to occur of the adoption of the Traffic Concurrency Amendment or the lifting of the Moratorium. Additionally, until such time as the Moratorium is lifted thereby providing sewer capacity for the entire build-out of the Project, all of Developer's non-financial obligations under Paragraphs 4.a, 4.b, 4.c, 6.e, 7.c, 9, and 24 shall not be due. Notwithstanding the foregoing,~~ The Village hereby acknowledges that the

Commented [AR1]: This already happened

Developer has satisfied all of its financial obligations under Paragraphs 7.e.ii, 11.d, and 12.b. Developer acknowledges that the Village shall withhold issuance of permits for the construction of new buildings within the Project until such time as Developer has made the financial contributions in Paragraph~~s 7.e.ii, 11.d, 12.b, and~~ 12.c.

5. Permitted Development Uses and Building Intensities.

   a. Permitted Development Uses. Concurrently with the adoption and acceptance of this Agreement, the Developer has proffered, and the Village has approved, a Site Plan pursuant to the Project Approval. In granting the Project Approval, the Village has determined and hereby concurs that the Project is consistent with the Village's Comprehensive Plan including but not limited to level of service and that the Project Approval accords with the Land Development Regulations as modified by the Project Approval. Upon execution of this Agreement and for the Term (and any extension of the Term), subject to the terms herein, the Village confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval, the Village's Comprehensive Plan, and the Land Development Regulations, subject to obtaining an SAP Permit for individual components of the Project.

   b. Density, Building Heights, Setbacks and Intensities. The maximum density, heights, setbacks, and intensities for any development on the Property shall be regulated by the Project Approval, the Land Development Regulations (including the provisions for administrative approval of SAP Permits and Site Plan Modification Permits), and the applicable provisions of the Comprehensive Plan.

   c. Reservation of Trips. The Village acknowledges that as of the date of Project Approval 79th Street Causeway has, as calculated by Institute of Traffic Engineers Trip Generation Manual, 9th Ed., 1,338 daily, p.m. peak hour trips at a LOS D available for the development of the Project. The Village hereby reserves, as calculated by Institute of Traffic Engineers Trip Generation Manual, 9th Ed., 1,300 daily, p.m. peak hour trips on the 79th Street Causeway for the Project. Upon adoption of the Traffic Concurrency Amendment this subparagraph is null and void, and the Project shall be exempt from the transportation concurrency requirements of Chapter 5 Division 2 of the ULDC (2022).

   d. Through the approval of the Special Area Plan and this Agreement by the Village Commission, the Village recognizes the Property as one contiguous parcel for all purposes related to the Property's development, including, without limitation, with respect to entitlements, traffic flow permitted on a parcel or from one parcel to the other, parking, landscaping, civic space, open space, signage, workforce housing, and the sharing of approved uses and densities between the parcels and free transfer of densities and uses on a parcel or from one parcel to the other subject to the terms of the Project Approval. To assist the Village in tracking development rights, Developer agrees to maintain an allocation table setting forth the number of units, floor area, parking, landscaping, civic space, and open space allocated to each parcel. Prior to any SAP Permit or building permit, Developer shall provide Village with an update to the allocation table. The Village agrees that during the Term (and any extension of the Term) of this Agreement the Developer may increase or decrease the external boundaries and total lot area of the Property and the Developer acknowledges that such change shall require an amendment to the Project Approval and this Agreement, except that changes to incorporate either or both of the properties identified as Miami-Dade Property

Tax Folio Nos. 23-3209-010-0220 and 23-3209-010-0180, located at 1580 Kennedy Causeway and 1550 Kennedy Causeway, respectively (the "Additive Properties"), into the Project, shall not reduce the rights or increase the obligations set forth in the Project Approval and this Agreement as to the Property as of the Effective Date of this Agreement. For avoidance of doubt, if incorporated into the Project, either or both of the Additive Properties may be subject to newly imposed, site-specific conditions, restrictions and obligations, but shall in no way affect the rights and obligations of the Project Approval and the Agreement as both apply to the Property as of the effective Date of this Agreement. For purposes of clarification, a transfer or an increase or decrease in the number of parcels of property that does not affect the boundaries of the Project does not require approval of the Village. If the Developer acquires additional property that abuts or is in the vicinity of the boundaries of the Project but does not seek to include it within the Project, no amendment to the Project Approval shall be required.

6. Project Scope and Consistency with Village's Comprehensive Plan and Land Development Regulations.

   a. The Site Plan and Special Area Plan adopted by the Village Commission pursuant to and limited by the Project Approval is hereby incorporated into the terms of this Agreement. The Project consists of:

      1. Up to 1,936 units at a density of 150 residential units per acre ~~inclusive of at least six percent (6%) of the units of workforce housing. At all times a minimum of six percent (6%) shall be set aside for Workforce Housing~~.
      2. Up to 7,311,807 square feet of floor area at a maximum floor lot ratio of 13.0 FLR comprised of a mix of residential, office and commercial uses.
      3. Structures of varying heights (not exceeding 650 feet on portions of the Property north of 79th Street Causeway and 450 feet on portions of the Property south of the 79th Street Causeway) and setbacks as depicted on the Site Plan.
      4. Required open space and civic space.

   ~~b.~~ The Village expressly acknowledges that the density and intensity proposed for the Project is consistent with the densities and intensities permitted by the existing Land Development Regulations, are consistent with the Village's adopted Comprehensive Plan, and~~, except for transportation which may be addressed through adoption of a Traffic Concurrency Amendment at the discretion of the Village and sanitary sewer which will be addressed by the Village's actions to lift the Moratorium,~~ meet minimum levels of service required under the Comprehensive Plan for those facilities under the Village's control. ~~In the event the Village adopts a Traffic Concurrency Amendment, the Village shall consider the Project as having met minimum levels of service for transportation required under the Comprehensive Plan. Upon the lifting of the Moratorium, the Village shall consider the Project as having met minimum levels of service~~

b. ~~required for sanitary sewer under the Comprehensive Plan.~~ Notwithstanding the Village's concurrency determination, nothing herein shall relieve the Developer from the obligation to make solid waste, water, wastewater or stormwater infrastructure improvements deemed necessary by the Village or other governmental agency to ensure adequate service is available to the Project without degrading service to other users of the system. In the event Developer is required by the Village to make solid waste, water, wastewater or stormwater infrastructure improvements that exceed what is required solely to serve the Project, Developer shall receive an impact fee credit for the difference between what Developer is required to install and what Developer would have installed if the infrastructure was solely serving the Project.

c. The Village expressly acknowledges the Site Plan approved by the Village Commission satisfies all Village site plan requirements for a special area plan, including but not limited to those set forth in Sections 15.1, 5.8 and Chapter 5 Division 2 of the ULDC (2022), if applicable.

d. The Village expressly acknowledges that the uses proposed for the Project are consistent with the uses permitted by the Land Development Regulations as modified by the Project Approval and are consistent with the Village's adopted Comprehensive Plan.

e. Subject to the Developer executing and recording a unity of title or covenant in lieu of a unity of title in a form acceptable to the Village Attorney, the Village expressly acknowledges and agrees, that the Developer may reassign property boundaries and/or increase or decrease the size of any parcel, or combine or eliminate parcel(s) situated within the boundaries of the Property, provided that such reassignment does not create a non-conforming lot, and further agrees that said reassignment shall not constitute a "subdivision" as that term has been defined by Section 177.031(18), Florida Statutes (2022) or Section 28-1(i) of the Miami-Dade County Code of Ordinances and Developer shall not be required to re-plat the Property. Developer understands that the Village cannot bind Miami- Dade County and the County's interpretation of its subdivision code will control whether and to what extent platting is required.

f. The Village expressly acknowledges that the heights proposed for the Project are consistent with the heights permitted by the Land Development Regulations as modified by the Project Approval and are consistent with the Village's adopted Comprehensive Plan.

g. The Village expressly acknowledges that hotel units may include kitchenettes as permitted by the existing Land Development Regulations and are consistent with the Village's adopted Comprehensive Plan.

h. The Developer agrees that no more than fifty percent (50%) of the constructed residential units may be rented or leased for periods of less than 30 days or one calendar month provided: (i) they are registered with the Village in compliance with the Village Code, and (ii) located only north of 79th Street Causeway. Developer agrees not to lease residential units south of 79th Street Causeway for periods of less than 30 days or one calendar month.

i. The Village expressly acknowledges that the Developer may construct structured

parking of more than five (5) stories within the maximum permitted pedestal height of 100 feet provided that such structured parking is cladded with habitable space of a minimum depth of twenty (20) feet, a green wall, or artistic screening acceptable to the Village Manager, and that the construction of structured parking of five (5) stories or more is permitted by the existing Land Development Regulations as modified by the Project Approval and is consistent with the Village's adopted Comprehensive Plan.

j. The Developer may increase the densities and intensities of the Project consistent with changes to the Comprehensive Plan, ULDC, federal, state and county laws or ordinances or the expansion of the Property. To the extent the area subject to the Special Area Plan is contracted, the Project's aggregate density and intensity will be decreased at a ratio of 150 dwelling units per acre and 13.0 floor lot ratio, respectively, together with all other applicable development capacity formulas.

7. Conditions of Approval.

   a. Development Permits and subsequent applications required pursuant to Paragraph 8, including but not limited to building permits, SAP Permits, and Site Plan Modification Permits, will be submitted for each structure as required by Section 5.2 of the ULDC (2022) and Section A.1.H of the ULDC (2022). All applications shall only be required to submit the materials enumerated in Section 5.5 of the ULDC (2022); however, the requirements of Sections 5.6 and 5.8 of the ULDC (2022), if applicable, shall be determined to have been met as a result of the Project Approval referenced in this Agreement.

   b. All Development Permits and subsequent applications required pursuant to Paragraph 8, including but not limited to building permits, SAP Permits, and Site Plan Modification Permits, under the jurisdiction of the Village and related to the Project shall be administratively reviewed, and if determined by the Village Manager to have met the requirements of Appendix A of the ULDC (2022), approved.

   c. Prior to the first building permit for any portion of the Property, the Developer shall have designated at least seven and a half percent (7.5%) of the Project's aggregated lot area to Civic Space uses. The Village acknowledges and agrees that the area of the Island Walk not required by Section 8.17 of the ULDC (2022), specifically any portion of the Island Walk located landward of the 18-foot Island Walk easement described in Paragraph 9 below; any portion of the Island Walk located on Miami-Dade Property Tax Folio Nos. 23-3209-000-0200 (Channel 7) and 23-3209-000-0161 (Grove By the Bay), located at 1401 Kennedy Causeway and 1400 79th Street Causeway, respectively; and the portion of view corridors accessible to the general public during daylight hours (including, but not limited to those portions of pedestrian walkways, pedestrian bridges and observation decks that are on the Property) shall be included in the measurement of the required Civic Space. From time to time, Developer may change the locations of the areas that are designated as civic space provided that at no time the designated civic space is less than seven and a half percent (7.5%) of the Project's aggregated lot area. In no way shall the preceding be interpreted to amend Developer's

obligations regarding the Island Walk as described in this Agreement. Developer understands that there are civic advantages to having the Island Walk completed as soon as reasonably possible. With that in mind, Developer shall make good faith, commercially reasonable efforts to construct and open the Island Walk in the "Sunbeam – NBV South-West" quadrant as defined in the Site Plan within five (5) years of the Effective Date, and fifty percent (50%) of the total Island Walk for the Project within ten (10) years of the Effective Date. However, the parties acknowledge that such dates may be impacted by (i) safety and security during construction, (ii) seawall construction, (iii) existing permitted uses, and (iv) interim use by the Miami-Dade Fire Department. In addition, a fenced and landscaped dog park of at least 5,000 square feet shall be constructed on a portion of the Property south of 79th Street Causeway within five (5) years of the Effective Date. Said dog park shall be included in the measurement of the required Civic Space.

d. The Village expressly acknowledges that the Developer has received a residential density bonus pursuant to Section 15.2.H of the ULDC (2022) and the Developer acknowledges that consideration for said residential density bonus is the obligation to either: (i) allocate at least six percent (6%) of all residential units for workforce housing required by Section 15.2.H.4.a of the ULDC (2022) and Paragraph 12 of this Agreement; or (ii) proffer a community benefits package to the Village that will require ~~the Developer to~~:

    1. Within ninety (90) days of the Amendment Date, the Developer shall tender an executed, recordable warranty deed to the Village for the property located at 7560 West Treasure Drive (identified as Miami-Dade Property Tax Folio No. 23-3209-009-0460), subject only to ~~which the Village shall accept notwithstanding~~ any (i) open permits, (ii) ~~or~~ code enforcement cases ~~tied to said property~~, and (iii) a deed restriction or ~~and subject to a~~ covenant restricting the use of the property to governmental uses~~.~~;
    2. Within ninety (90) days of the Amendment Date, the Developer shall tender an executed, recordable warranty deed ~~tender a deed~~ to the Village for the properties located at 1601-1657 North Treasure Drive (identified as Miami-Dade Property Tax Folio Nos. 23-3209-010-0050 and 23-3209-010-0040) (the "North Treasure Properties"), subject only to any (i) open permits, (ii) code enforcement cases, and (iii) a deed restriction or covenant restricting the use of the property to a park and other governmental uses, provided a park is initially or concurrently constructed by the Village on at least a portion of the North Treasure Properties. ~~which the Village shall accept notwithstanding any open permits or code enforcement cases tied to said properties~~.
    ~~2.~~3. Within ninety (90) days of the Amendment Date~~the same time period~~, the Developer shall ~~agrees to~~ contribute $200,000 toward the construction of a park on ~~said properties~~the North Treasure Properties, on the condition that the ~~provided that the~~ park is named "Ansin Family Park" and a mutually-acceptable plaque is installed

to identify the park and commemorate Sidney D. Ansin and Edmund N. Ansin; and

~~3.~~4. Concurrent with the issuance of a building permit for a residential building to be constructed at 1401 79th Street Causeway (identified as Miami-Dade Property Tax Folio No. 23-3209-000-0161), the Developer shall ~~to~~ contribute an "in-lieu" fee to the Village's workforce housing fund to satisfy the six percent (6%) workforce housing requirement for said building. Said "in-lieu" fee shall be calculated in accordance with Section 8.10.2 of the ULDC (2025). ~~Paragraph 21 of this Agreement shall be the equivalent of the Workforce Housing Density Bonus Agreement and the Village has determined that said paragraph meets the requirements of Section 15.2.H of the ULDC (2022). At all times a minimum of 6% of the total units available shall be set aside for Workforce Housing. Developer shall determine the location of workforce housing units on the Property so long as at least fifty percent (50%) of the residential buildings throughout the Property shall contain one or more workforce housing units.~~

Upon Developer satisfying the conditions of Paragraphs 7.d.ii.1, 7.d.ii.2, 7.d.ii.3 and 7.d.ii.4~~3~~ above, each of which may be performed independently of the other, Developer shall have been deemed to have satisfied its workforce housing obligations under this Agreement and the ULDC.

e. Public facilities.

1. Right of Way Improvements for 79th Street Causeway. Developer shall, in conjunction with the work allowed under each SAP Permit, obtain a permit to work in the state right-of-way from the Florida Department of Transportation (FDOT) and shall restore all disturbed portions of the right-of-way of the north and south sides of 79th Street Causeway abutting the portion of the Project covered by an SAP Permit, to the right-of-way restoration requirements approved by FDOT for 79th Street Causeway at the time of right-of-way restoration. Developer shall use best efforts to ensure that the construction of major infrastructure within any rights-of-way that are needed to serve the entire Project, such as water and sewer mains and laying of conduit for fiber optic, electrical, and any other lines ("Developer's Infrastructure"), shall occur within the same major infrastructure construction period in order to minimize disruption to pedestrian and vehicular traffic. In the event the Village and/or FDOT makes major infrastructure improvements to the 79th Street Causeway, Developer shall use best efforts to ensure that the construction of Developer's Infrastructure occurs while the Village and/or FDOT is making such major infrastructure improvements.

2. Causeway. Subject to Paragraph 4.g, within ninety (90) days of the Effective Date of this Agreement, Developer shall pay to the Village the sum of $400,000 as a contribution to enhance landscaping, beautification initiatives, and/or the design and construction of new public bus shelters on or near 79th Street Causeway.

3. A description of public facilities that will service the Project is attached as Exhibit E.

f. Employee Parking Plan. Developer will submit a conceptual employee parking plan, satisfactory to the Village Manager, to limit spillover parking impacts on residential streets, prior to issuance of a Temporary Certificate of Occupancy for any new non-residential building.

g. Public Use and Events. After the Project has received its final certificate of occupancy, the Developer shall host, within a portion of the public spaces of the Project, events open to the general public at least four times per year. During Project development and after the construction of the temporary fire station, the Developer and Village will meet annually to review opportunities for activation of the "Crab House Property" (folio no. 23-3209-000-0020) provided that said activation (i) does not conflict with construction activities, including but not limited to staging and parking, (ii) ensures life safety in and around active construction sites, and (iii) avoids adverse impacts to the operation of the temporary fire station described in Paragraph 11.j.

h. Branding. Where Developer includes the location of the Project in marketing materials (including, but not limited to, logos, branding, marketing materials, signs, press releases, digital video, and references online, in print, or otherwise), the materials shall indicate the location as "North Bay Village," and/or "NBV," and/or "The Heart of the Bay."

i. Community Information. Developer shall maintain a website for the Project providing sufficient detail about the Project status to inform Village residents. The website shall provide information regarding the Project Approval, Special Area Plan Permit applications and approvals, building permit approvals, timing and extent of anticipated right-of-way closures, anticipated utility service interruptions (if any), anticipated openings of the Project, and scheduled public events occurring within the Project, where practicable. The website shall be updated on a quarterly basis.

j. Operating Standards. Upon Partial Stabilization, the following operating standards shall apply to all new construction. The Village and Developer agree that market conditions may change over time and the Village agrees that Developer may request the Village modify the following operating standards to reflect the then current market conditions, as demonstrated by Developer by competent market data showing that market conditions make compliance with the operating standards commercially unreasonable, and that the Village will not unreasonably deny such request supported by such evidence.

i. Hotel component.

1. Within one (1) year after issuance of the final Certificate of Occupancy or within two (2) years after issuance of a temporary Certificate of Occupancy for the hotel component of the Project, whichever occurs first, the Developer shall use good faith, commercially reasonable efforts to cause the hotel component to be operated so that it meets the sufficient number of the standards required to qualify for at least a four-diamond rating from the American Automobile Association ("AAA"); or, if the AAA's rating

system or the AAA does not exist in substantially the same manner as it did on the Effective Date of this Agreement, then the most analogous system shall be used. The Village Manager may grant extensions of time for compliance with the above requirement.

2. Thereafter, the Developer shall use good faith, commercially reasonable efforts to cause the hotel component to be operated at a level eligible to be rated by AAA as a four-diamond hotel or its equivalent throughout the term of this Agreement.
3. The hotel may provide banquet and meeting spaces to meet the needs for large banquets, conferences, and other events.
4. The hotel may have a spa that is operated at the same standard of quality as the hotel.
5. The Developer shall use good faith, commercially reasonable efforts to ensure that the hotel uses high-quality materials on its exterior and interior, in keeping with the standards required for hotels having a four-diamond rating by AA or its equivalent.

ii. Retail Component

1. The Developer shall use good faith, commercially reasonable efforts to develop the retail portions of the Project as a first class retail destination consistent with this Agreement and the Project Approval, and shall be kept in good order, condition, repair, and maintenance, with reasonable wear and tear excepted.
2. The Developer shall provide private security for the Project.
3. The Developer shall use good faith, commercially reasonable efforts to cause at least 75% of the gross leasable area of the retail space to be leased to tenants under executed leases within one (1) year after issuance of the last temporary Certificate of Occupancy for the retail component. The Developer shall use good faith, commercially reasonable efforts to maintain executed leases with tenants for a minimum of 75% of the gross leasable area of the retail space.
4. The Developer acknowledges and agrees that active and attractive retail uses that are of interest to and service the Project residents, hotel guests, office workers, and the immediate neighborhood and can garner reason for the general public and tourist to consider North Bay Village as a destination for dining, shopping, and entertainment activity are of importance to the Village as part of its vision for this Project.
5. The Developer shall use good faith, commercially reasonable efforts to ensure that the retail component should include fashion specialty stores, lifestyle retailers, restaurants and cafes, other specialty product shops, services, and other high appeal commerce.
6. The Developer shall use good faith, commercially reasonable efforts to ensure that all of the retailers will operate in compliance with design criteria requiring attractive retail transparent windows assuring clear views into their operations. They will feature

professional creative signage within guidelines of the Project design criteria to assure compatibility with the Village requirements, the Project Approval, this Agreement, and the Project's overall architecture.

iii. Restaurant Component.

1. The Developer shall use good faith, commercially reasonable efforts to ensure that the restaurants will be a mix that includes but is not limited to fine dining, family/casual full table service restaurants, quick service restaurants, and grab and go restaurants.
2. Restaurant service at some or all of its restaurants will be provided to the general public during the same or greater hours as the retail stores provided however that restaurants shall be permitted to close periodically for special events or private parties.
3. All restaurants will maintain a high standard of appearance, cleanliness, quality and service.
4. All restaurants will feature professional signage compatible with the Project Approval, this Agreement, and applicable Village standards.

iv. Office Component.

1. The Developer shall use good faith, commercially reasonable efforts to ensure that the office component is Class A office space.
2. The Developer shall use good faith, commercially reasonable efforts to ensure that the office component shall be designed and advertised as no less than Class A office space, and shall be operated and maintained as such.
3. The Developer shall use good faith, commercially reasonable efforts to ensure that the interior and exterior of the office component shall have high quality finishes that shall be maintained and may be periodically updated to maintain positions as no less than Class A office space.
4. The Village and Developer agree that for purposes of this

Agreement, Class A office space shall be determined by comparing commercial leased office space in the market area generally comprised of the neighborhoods of Bal Harbour, Bay Harbor Islands, Keystone Point, Sans Souci, North Beach and Miami Shores and more specifically defined as that area bounded on the north by 125th Street/Broad Causeway, on the east by the Atlantic Ocean, on the south by NW/NE 54th Street, and on the west by I-95.

k. Employment.

i. Construction. The Developer shall cause contractors and subcontractors to use commercially reasonable best efforts to promote employment opportunities for local Miami-Dade County residents and seek to achieve a project goal of having at least twenty five percent (25%) of all construction labor hours performed by Miami-Dade County residents.

ii. Operations. The Developer shall cause its commercial tenants to use commercially reasonable best efforts to promote employment for Village residents in the hotel, retail, and restaurant components of the Project.

l. Architectural Quality. Within the Sunbeam NBV SAP all buildings shall respond to the existing urban context and natural features of Biscayne Bay. The building facades at street level shall recognize the pedestrian experience and at the upper levels take advantage of the opportunities for long views. All buildings shall have articulated building facades of high-quality finishes and construction. Use of architectural style, details and color should be distinctive from the surrounding area. For the development of buildings above thirty (30) stories in height, the buildings shall be "iconic" of exceptional architectural merit.

m. Concept Plan. Developer shall develop the Property in substantial compliance with the concept plan displayed by Developer at the presentation before the Village Commission on October 11, 2022, attached hereto as Exhibit "G."

n. Parking Participation Contribution. Commencing upon the Developer's first instance of charging invitees or guests for non-residential parking to occur after ten (10) years from the Effective Date:

1. Developer shall bi-annually pay the Village an amount equal to $1 per fee event for non-residential parking within the Project. As used in this section, a "fee event" shall occur whenever a vehicle belonging to a non-resident or invitee of the Project pays a fee for accessing the parking garage and stationing a vehicle on the Property. Where parking is offered at no charge to the end user directly or through validation no fee event shall be considered to have occurred. Where parking is offered at a reduced charge to the end user, a fee event shall be considered to have occurred.

ii. Developer shall on or before ninety (90) days following the close of each fiscal year deliver to the Village a certified statement of its annual gross

receipts and charge-offs for parking, and number of parking fee events ("Parking Figures") prepared by an independent certified public accountant ("CPA"), admitted to practice in the State of Florida, reflecting Parking Figures for the preceding fiscal year. The CPA statement shall render an unqualified opinion, based on the result of the audit, relative to the Developer's accounting of Parking Figures. Developer will allow Village auditors, during regular business hours after reasonable notice, to audit, inspect and examine the Developer's fiscal books and records and tax returns, insofar as they relate to Parking Figures, to confirm the Developer's compliance with this Paragraph 7.n. In the event of an under- or over-payment of the contribution based on parking fee events for the preceding year, the party owing sums shall, within thirty (30) days, remit to the other party the amount owed. In the event the Developer owes an amount representing greater than five- percent (5%) of the contribution due for the preceding year, the Developer shall pay a penalty of one and one half percent per month on the outstanding balance until paid and pay all expenses of collection by the Village, including court costs and reasonable attorneys' fees.

o. Enhanced Storm water Retention. Prior to the issuance of the first building permit, Developer and Village shall cooperate to determine mutually acceptable stormwater retention engineering standards that exceed current requirements in order to protect properties adjacent to the Property, including rights-of-way, from the potential stormwater run-off from the Property. Developer shall design and construct the improvements of the Project subject to the enhanced standards.

8. Local Development Permits. The Village may need to administratively approve certain additional development permits in order for the Developer to complete the Project in a manner consistent with the Project Approval, the Special Area Plan, the Land Development Regulations, and the Comprehensive Plan. Review and approvals shall be made administratively and in accordance with the provisions of Section 166.033, Florida Statutes (2022), provided the request for approval or application is consistent with the Project Approval, the Special Area Plan, the Land Development Regulations, and the Comprehensive Plan. Those development permits include, but are not limited to:

   a. Water, sewer, paving and drainage, and other infrastructure permits;

   b. Covenants, Covenant in Lieu of Unity of Title, or Unity of Title, or acceptance or release of existing unities or covenants, if applicable;

   c. Building permits;

   d. SAP Permits;

   e. Site Plan Modification Permits; and

   f. Certificates of occupancy.

Developer acknowledges that Miami-Dade County or any of its agencies, and any other state and local agencies with jurisdiction over the Property or the Project are not parties to this Agreement. The Developer's inability to obtain additional development permits from any

such jurisdiction or agency without materially modifying the Project Approval will not excuse its material noncompliance with the Project Approval or this Agreement, but the Village shall reasonably consider, but have no obligation to approve, conforming modifications or amendments to the Project Approval or this Agreement, consistent with the intent of each, in order to enable the Developer to address the requirements of other jurisdictions. Under no circumstances will the Village be required to return any monies paid by Developer that have been encumbered or spent. In the event that material modifications required to meet the requirements of other jurisdictions are not approved, the Village agrees to return previously paid monies that have not been encumbered or spent.

9. Island Walk. The Developer shall grant a non-exclusive minimum eighteen foot (18') wide easement to the Village or other Governmental Entity for the Island Walk. The easement (~~a~~ which shall be substantially in the form ~~of which is~~ attached as Exhibit D) shall contain a covenant and restriction that the Island Walk will be and remain an open space boardwalk with landscaping and other amenities to be determined through an SAP Permit and shall remain reasonably available for access and use by the public, from 6 AM to midnight, except where an abutting commercial establishment closes later, the closing time should extend commensurate to the commercial establishment's closing hours ("Permitted Times") which will expressly allow the non-exclusive use of the Island Walk by general members of the public; subject to the Village's regulations for the Island Walk, and further subject always however, to the following continuing conditions and limitations:

   (a) The non-exclusive use of the Island Walk by general members of the public shall not create, and shall never be construed or interpreted to create a dedication to the public; notwithstanding the foregoing however, members of the public shall have non-exclusive use of the Island Walk solely for ingress and egress over the Island Walk for pedestrian traffic, subject to the provisions of this paragraph;

   (b) The Developer shall have the exclusive ability to restrict or prevent access to the Island Walk to any specific member(s) of the public as they may deem appropriate to avoid loitering, creating a nuisance, restricting access during certain times as exceptions to the Permitted Times ("Special Functions") and/or otherwise violating the rules and regulations adopted with respect to the Island Walk and Developer retains at all times the right and ability to seek to enforce the foregoing and laws related to trespass;

   (c) The Island Walk is a privately owned (non-governmentally owned) property and shall not be, nor shall it ever be by reason of any provision or provisions of this Agreement a public forum, limited public forum, or any other type of public forum as may exist now or in the future for purposes of the exercise of rights pursuant to the First Amendment to the United States Constitution and any companion provision under the Florida Constitution;~~.~~

   (d) The Island Walk and its use shall be and remain subject to rules and regulations as Developer may impose;

   (e) The use of the Island Walk by the public shall be limited to Permitted Times, other than during Special Functions;

   (f) Developer may reasonably limit use or preclude use of the general members

of the public on the Island Walk for Special Functions;

(g) Developer shall have the right (but not the obligation) to conduct such surveillance and security functions and activities as the Developer deems appropriate;

(h) Use of the Island Walk shall be subject to temporary disruption as Developer may reasonably designate in connection with activities Developer conducts, such as construction or repairs, and other activities conducted on portions of the Property;

(i) Use of the Island Walk shall be in its then "AS IS" condition and any party using the Island Walk does so at their own risk and, to the extent permitted by Florida Law;

(j) Developer shall construct the Island Walk at a minimum elevation of 7.5 feet NGVD and provide sufficient transitions on its Property to adjacent properties at time of construction. After construction of the Island Walk any required change to the transitions due to modifications being made by an abutting property owner shall be the sole responsibility of the abutting property owner;~~,~~

(k) Developer shall not be denied access at any time across the Island Walk non-exclusive easement except in connection with the Village's temporary and limited exercise of its police power in connection with emergency response, emergency repairs, or crime scene investigation;~~,~~

(l) Developer may assign its rights and responsibilities relating to the Island Walk to a Governmental Entity; and~~,~~

(m) Developer understands that there are civic advantages to having the Island Walk completed as soon as reasonably possible. With that in mind, Developer shall make good faith, commercially reasonable efforts to construct and open the Island Walk in the "Sunbeam - NBV South-West" quadrant within five (5) years of the Effective Date, and fifty percent (50%) of the total Island Walk for the Project within ten (10) years of the Effective Date. However, the parties acknowledge that such dates may be impacted by (i) safety and security during construction, (ii) seawall construction, (iii) existing permitted uses, and (iv) interim use by the Miami-Dade Fire Department.

The Island Walk shall be constructed and maintained at the Developer's, or valid successor entity's, sole cost. To the extent permitted by Florida Law, Developer or a successor entity shall either (1) execute an indemnification agreement holding the Village harmless from claims of parties raised in connection with the Island Walk, in a form reasonably acceptable to the Village Attorney; or (2) obtain and keep current appropriate insurance policies that name the Village as an additional insured under terms reasonably acceptable to the Village's risk manager. All signage for public accessways to the Island Walk shall be constructed in substantial accordance with Exhibit "H" and shall be lit at night.

10. Necessity of Complying with Local Regulations Relative to Development Permits. The Developer and the Village agree that the failure of this Agreement to address a particular permit, condition, fee, term, or restriction in effect on the Effective Date of this

Agreement shall not relieve Developer of the necessity of complying with the regulations governing said permitting requirements, conditions, fees, terms, or restrictions as long as compliance with said regulations and requirements do not require the Developer to develop the Property in a manner that is materially inconsistent with the Project Approval and this Agreement. Further, if federal, state and county laws or ordinances are enacted after the execution of this Agreement which are applicable and preclude Developer's compliance with the terms of this Agreement, then this Agreement shall be construed to the extent possible, in whole or part to comply with relevant federal, state and county laws or ordinances so as to not create a default of this Agreement by Developer.

11. Impact Fees, Payment in Lieu Thereof.

a. The impact fees imposed by the Village that are in effect as of the Eeffective Ddate of this Agreement and that would apply to the development of the Project are specifically provided in Exhibit "C." The Village warrants that the impact fees were calculated and adopted in accordance with Section 163.31801, Florida Statutes (2022).

b. It is agreed and understood by the parties that no other impact fees imposed by the Village other than those listed in Exhibit "C" will apply to the development of the Project.

c. The Village shall waive all impact fees associated with the development of any workforce housing units.

d. Payment in Lieu of Impact Fees and Waiver. Subject to Paragraph 4.g, within thirty (30) days of the Village confirming in writing that there is sufficient capacity to serve the Property at the total number of units and floor area set forth in Paragraphs 6a.1 and 6.a.2 of this Agreement, Developer shall pay to the Village the sum of $6,880,000.00 as a partial payment in lieu of impact fees, which sum shall be applied against impact fees owed (when due) in the following manner; the first $1,000,000 shall be applied generally against parks and recreation impact fees (park open space and park improvement impact fees in equal shares); and thereafter second, police impact fees; third, remaining park open space impact fees; fourth, remaining park improvement impact fees; fifth, water impact fees; and sixth, wastewater impact fees. The Village confirms that it will use the payment in lieu of impact fees in compliance with Section 163.31801, Florida Statutes (2022) and the Village's enabling ordinances. The Developer waives any claim against said payment in lieu of impact fees based in whole or in part on the manner, time, or purpose for which these monies are spent by the Village, and the Village reserves the right to use these funds to address its infrastructure needs as it determines in its sole and absolute discretion, provided that if a court of competent jurisdiction finds that a payment in lieu of impact fees to be unlawful, then any payments made pursuant to this subparagraph shall be reclassified as impact fees and spent by the Village in accordance with applicable law. Developer shall be entitled to a credit against impact fees in the amount paid in lieu of impact fees pursuant to this Paragraph 11.d that may be applied against impact fees due for any development until such time as the

balance of the credit has been exhausted. Under no circumstances shall the Developer be entitled to a refund of the payment in lieu of impact fees and Developer waives any potential refund of any payments in lieu of impact fees under this Paragraph 11.d.

e. No new impact fees or increases to the fees in existence as of the Effective Date shall be adopted by the Village or otherwise be applied to the development of the Project during the Term or any extension of the Term. In the event that the Village decreases any impact fee after the Effective Date of this Agreement, the Village shall apply the decreased impact fee to the Project.

f. In accordance with Section 163.31801 (4)(e) Florida Statutes (2022), unless otherwise provided for in this Agreement, the collection of impact fees shall not occur earlier than the date of issuance of the building permit for the structure that is subject to the fee.

g. The Village agrees that all impact fees paid by the Developer shall be expended no later than seven (7) years from the date of remittance. Any unexpended impact fees shall be refunded to the Developer.

h. The Village and Developer shall coordinate their efforts to derive the maximum benefits of any impact fee payments in favor of the Project and the Village. To the extent allowed under the Village Code, the Developer shall be entitled to impact fee credits for any and all work performed by or donations, including land dedication, site planning and design, or construction, made by the Developer after the Effective Date of this Agreement for which impact fee credits can be awarded.

i. Special Fire Service Contribution. To assist the Village with funding construction of a new Miami-Dade County Fire Station No. 27 within the municipal boundaries of the Village, the Developer shall contribute One Million Three Hundred and Seventy-Five Thousand Dollars ($1,375,000.00) to the Village within 90 days of the Effective Date of this Agreement. The contribution shall be credited against building permit fees or contributions in lieu of building permit fees as described in Paragraph 13.

j. Temporary Fire Services Location. Developer has offered, subject to the execution of a lease between the Developer and Miami-Dade County, the portion of its Property located at 1551 79th~~th~~ Street Causeway for a temporary fire and emergency medical services location for a period of four (4) years from the Effective Date of this Agreement.

12. Density and Community Contribution Fees ("CCF").

a. The maximum density allowed on the Property shall consist of the following components:

Type	Density	Units	CCF per unit(l)	Total CCF

Base	70 dua	903	None	$0
Tier I	71-120dua	645	$5,000	$3,225,000
Tier 2	121-142 dua	285	$10,000	$2,850,000
Voluntary Contribution (2)	143-150 dua	103	$40,000	$4,120,000
Total	150 dua	1,936		$10,195,000

(1) The CCF that are in effect as of the effective date of this Agreement and that would apply to the development of the Project are specifically provided in Section 15.2.H.4.a of the ULDC (2022) and detailed in Exhibit "~~D~~B". The CCF described above represents a reduction of CCF in accordance with Resolution No. 2021-10.

(2) CCF fees have been calculated based on a density of 142 units per acre. In lieu of the CCF due for the 103 dwelling units that result from an increase in density from 142 to 150 units per acre, the Developer has agreed to contribute $4,120,000.0 as set forth in Paragraph 12.b.

The Village shall review the Comprehensive Plan and Land Development Regulations, and if necessary, may consider any amendments necessary to effectuate the terms of this Paragraph 12.

b. Subject to Paragraph 4.g, Developer shall pay to the Village the sum of $4,120,000, in lieu of the CCF that would be due for 103 dwelling units resulting from the increase from 142 dwelling units per acre to 150 dwelling units per acre.

c. Within 90 days of the Effective Date of this Agreement, Developer shall pay the Village the sum of $1,518,750 representing 25% of the total CCF due for Tier I and Tier 2, which payment shall extend the Project Approval through the Term or any extension of the Term of this Agreement subject to compliance with all terms of the Project Approval and this Agreement. Thereafter, prior to obtaining each building permit for base, Tier 1, or Tier 2 residential dwelling units, Developer shall pay the remaining CCF of $2,485.68 per residential dwelling unit (the "Per Unit Fee") to be constructed under such building permit, said amount representing 75% of the CCF due for Tier I and Tier 2 on a per unit basis (75% of total CCF for Tier 1 and Tier 2 up to 142 units per acre divided by 1,833 units).

d. If additional property is added to the Project Approval subsequent to its initial adoption, any additional units sought through bonus density shall not be subject to the reductions set forth in Resolution No. 2021-10.

e. It is agreed and understood by the parties that no community contribution fees other than those described in this Paragraph 12 will apply to the development of the Project.

f. No new community contribution fees or increases to the fees in existence as of the Effective Date shall be adopted by the Village or otherwise be applied to the Project during the Term (and any extension to the Term).

13. Alternative Plans Review and Inspections. The Village acknowledges that it is the intent of the Developer to contract with a private provider to provide building code inspection services with regard to this Project and will make payment directly to the private provider for the provision of such services as permitted by Section 553.791, Florida Statutes

(2022). As a result of the use of a private provider, the Village shall reduce the permit fee by the amount of the actual cost savings realized by the Village for any services not performed. Private providers shall provide timely reports of plan review and inspections to the Village. To the extent permitted by Florida Law, Developer shall pay a contribution in lieu of building permit fees for administration, building code compliance, and supervising/monitoring of the work of private providers which shall be based on the cost that is actually incurred, including the labor cost of the personnel providing the service, by the Village or attributable to the Village for the clerical and supervisory assistance required, or both. All contributions in lieu of building permit fees paid by the Developer shall be credited against building permit fees that would otherwise be charged by the Village for each building permit.

14. Marina. Subject to the Village and Developer entering into a mutually acceptable agreement for revenue sharing of 5% of the gross revenue of Developer, its affiliates, subsidiaries, successors, or assigns (including third-party marina operators), from (i) marina dockage mooring fees, and (ii) other marina-related activities on submerged lands adjacent to the Property ("Marina Agreement"), the Village acknowledges that it is the intent of the Developer to finance, build, operate and maintain a marina on submerged lands adjacent to the Property for the benefit of the general public and the Project and the Village shall actively assist the Developer in seeking approvals for a marina on state submerged lands adjacent to the Property. Upon execution of a Marina Agreement acceptable to the Village, the Village confirms its desire for the Developer to take any and all actions necessary to attain submerged land rights and permits for a marina adjacent to the Property and to incorporate the marina into the Project and the Village will use reasonable efforts to assist the Developer in this program, including being the applicant for the marina and applying for county, state or federal grants, subject to Developer's responsibility to obtain all required approvals from other agencies or entities with jurisdiction. The Village shall withhold permits for marina facilities until such time as the Village and Developer enter into a Marina Agreement. Developer may partner with any other governmental or institutional agency other than the Village provided the Village and Developer have executed a Marina Agreement. Developer may partner with any entity or governmental or institutional agency prior to execution of a Marina Agreement subject to Village approval, which shall not be unreasonably withheld. The Village agrees that Developer may partner with any of the following entities without Village approval: educational institutions such as the University of Miami, Florida International University, Nova Southeastern University and Florida Atlantic University; Waterkeepers; Friends of the Everglades; any reputable water taxi company. The Village has no obligation whatsoever to identify or obtain any such approvals. Any reasonable costs incurred by the Village in its efforts to further the intent of this Paragraph, including but not limited to consultant retention, consultant work, legal, and project-specific clerical and administrative work, shall be reimbursed by Developer within thirty (30) days of the Village's delivery of an invoice to the Developer. Third party consultants shall not be retained without the prior consent of the Developer. If the Developer and the Village cannot mutually agree on a third party consultant, the Village may elect not to proceed with further efforts contemplated by this Paragraph.

15. Ferry. The Village acknowledges that it is the intent of the Developer to seek an operator for a ferry to provide multi-modal transportation to and from the Property for benefit of

the general public and the Project. The Village confirms its desire for the Developer to take any and all actions necessary to attract an operator for a ferry and the Village will use reasonable efforts to assist the Developer in this program, including being the applicant for any ferry stop(s) and applying for county, state or federal grants, subject to Developer's responsibility to obtain all required approvals from other agencies or entities with jurisdiction. The Village has no obligation whatsoever to identify or obtain any such approvals. Any reasonable costs incurred by the Village in its efforts to further the intent of this Paragraph, including but not limited to consultant retention, consultant work, legal, and project-specific clerical and administrative work, shall be reimbursed by Developer within thirty (30) days of the Village's delivery of an invoice to the Developer. Third party consultants shall not be retained by the Village without the prior consent of the Developer. If the Developer and the Village cannot mutually agree on a third party consultant, the Village may elect not to proceed with further efforts contemplated by this Paragraph.

16. Overwater Pedestrian Walkways. The Village acknowledges that it is the intent of the Developer to finance, build, operate and maintain overwater pedestrian walkways for benefit of the general public and the Project. The Village confirms its desire for the Developer to take any and all actions necessary to build and operate overwater pedestrian walkways and the Village will use reasonable efforts to assist the Developer in this program, including being the applicant for the overwater pedestrian walkways and applying for county, state or federal grants, subject to Developer's responsibility to obtain all required approvals from other agencies or entities with jurisdiction. The Village has no obligation whatsoever to identify or obtain any such approvals. Any reasonable costs incurred by the Village in its efforts to further the intent of this Paragraph, including but not limited to consultant retention, consultant work, legal, and project-specific clerical and administrative work, shall be reimbursed by Developer within thirty (30) days of the Village's delivery of an invoice to the Developer. Third party consultants shall not be retained by the Village without the prior consent of the Developer. If the Developer and the Village cannot mutually agree on a third party consultant, the Village may elect not to proceed with further efforts contemplated by this Paragraph.

17. Pedestrian Bridges. The Village acknowledges that it is the intent of the Developer to construct one or more pedestrian bridges across Kennedy Causeway to provide multi-modal transportation to and from the Property for benefit of the general public and the Project. If the Village Commission confirms its desire for the Developer to take any and all actions, to develop one or more pedestrian bridges across 79th~~th~~ Street Causeway, and the Developer commits to (a) developing any such overpass with a notable, iconic design agreed upon by Village and Developer, and (b) opening such overpass for the use of the general public subject to reasonable rules and regulations, the Village agrees to assist Developer in obtaining approvals for the pedestrian overpass, including being the applicant and applying for county, state or federal grants, necessary to construct one or more pedestrian bridges across Kennedy Causeway and the Village will use reasonable efforts to assist the Developer in this program, subject to Developer's responsibility to obtain all required approvals from other agencies or entities with jurisdiction. The

Village has no obligation whatsoever to identify or obtain any such approvals. Any reasonable costs incurred by the Village in its efforts to further the intent of this Paragraph, including but not limited to consultant retention, consultant work, legal, and project-specific clerical and administrative work, shall be reimbursed by Developer within thirty (30) days of the Village's delivery of an invoice to the Developer. Third party consultants shall not be retained by the Village without the prior consent of the Developer. If the Developer and the Village cannot mutually agree on a third party consultant, the Village may elect not to proceed with further efforts contemplated by this Paragraph.

18. Shoreline Development approval. The Developer shall seek and obtain approval from the Shoreline Development Review Committee of Miami-Dade County, Florida. The Village shall provide written support of the Developer's application to the Shoreline Development Review Committee of Miami-Dade County, Florida.

19. Financing of Improvements and Bond Requirements.

    a. Financing. With respect to the Project improvements which provide a public benefit, specifically those contemplated in Paragraphs 6.a.4, 7.c, 9, 14, 15, 16, 17 and 20 of this Agreement, the Village shall assist the Developer in funding portions of, where practicable in the Village's sole discretion: (1) the creation of a Community Development District or other Governmental Entity; (2) the use of conduit-financing; (3) the use of impact fees and/or community contribution fees generated from this Project or other projects in the Village to the extent specific improvements can be funded by the specific impact fees or community contribution fees; and, (4) application for grants, subject to the Developer's reimbursement of documented expenses incurred by the Village to obtain any such grants.

    b. Bond for Public Facilities. Before the Developer commences public infrastructure or right-of-way improvements, (i) the Developer shall execute, deliver to the Village and record in the public records of Miami-Dade County, a separate payment and performance bond for one hundred ten percent (110%) of the total cost of the improvements made at the time, which bonds shall be in compliance with the terms of Section 255.05, Florida Statutes naming the Village as a beneficiary thereof, as obligee; or (ii) in lieu of such bond, the Developer shall file with the Village an alternative form of security in the form of cash, irrevocable letter of credit, or other security of the type listed in Section 255.05(7) or Part II of Chapter 625, Florida Statutes.

    c. Sea Wall Grant. The Village and Developer shall cooperate to apply grant funding, of up to $3,000,000 that the Village may be eligible for, towards the costs to design and construct improvements to the sea wall abutting the portion of the Property on the north side of 79th Street Causeway to improve resiliency and sustainability (the "Sea Wall Improvements"), so long as applying the grant funding to the Property does not result in an increase in financial costs or significant delays to the Developer's construction of the Sea Wall Improvements or results in the transfer of property rights from the Developer. The sea wall

grant funding is envisioned as a reimbursement of design and construction costs expended to construct the Sea Wall Improvements. Within three (3) days from the Effective Date, the Village shall provide Developer with an estimate of costs and time, and Developer agrees to respond to Village within three days after receiving the estimate to advise the Village whether it considers the costs and timing acceptable. If Developer finds the costs and timing acceptable, the Village and Developer will negotiate further agreements, protocols, or procedures as necessary to effectuate the intent of this Paragraph 19.c. If the Developer finds the costs and timing unacceptable, this Paragraph 19.c will cease to be of any force or effect and neither party shall be bound by its terms. The Village acknowledges that Developer's finding shall be made in Developer's sole discretion and shall not be argued to be bad faith.

20. Community Development District. Pursuant to Chapter 190 Florida Statutes (2022), Developer, at its sole cost and expense, desires to create and Village concurs in the creation of a Community Development District ("CDD"), to be comprised only of owners within the Project boundaries, for the purpose of, without limitation of any rights allowable under Florida Statutes, (i) creating a long term mechanism to ensure the proper operation and maintenance of certain infrastructure and improvements benefitting the Project, (ii) enforcement of non-compliance of maintenance or insurance standards for such improvements, and (iii) financing and managing infrastructure related to and for the benefit of the Project, including but not limited to water and sewer improvements, garages, civic spaces, landscaping and common areas. Among other things, the CDD will develop and publish maintenance standards that shall be imposed on all property owners within the Project. The Village further agrees that it is appropriate to grant the CDD that may hereafter be established with respect to the Project, the right to exercise the powers granted to it by Chapter 190, Florida Statutes (2022), to undertake its own district infrastructure projects inside and outside of its respective boundaries. Developer shall submit a petition to the Village to establish the CDD within two (2) years of the Effective Date of this Agreement. Developer shall establish a Board to control and manage the CDD. Developer understands that to the extent allowed by law, any portion of the Property that becomes public property or otherwise becomes tax exempt shall be exempt from taxes, assessments, user fees, or any other charges imposed by the CDD.

21. Workforce Housing Density Bonus. This paragraph shall meet the requirements of Section 15.2.H of the ULDC (2022).

    a. Definitions supplemental to Paragraph 12 of this Agreement:

        1. "Area Median Income" means the median income level for the Miami- Dade County Metropolitan Statistical Area, as established and defined in the annual schedule published by the Secretary of the U.S. Department of Housing and Urban Development, and adjusted for household size.

ii. "Certificate of Qualification" means a certificate approved by the Village or its designee and used by the Developer to establish a Qualified Household's eligibility to purchase or rent a WHU.

iii. "Control Period" means a 30-year period during which the affordability restrictions shall apply, which period shall commence from the date the Covered Development and Workforce Housing Units are available for public occupancy as evidenced by the issuance of certificate of occupancy or temporary certificate of occupancy for the Covered Development.

iv. "Covered Development" means the WHUs that shall be developed on the Property.

v. "County" means Miami-Dade County.

vi. "Eligible Household" means a household whose total income is between 80% and 140% of Area Median Income.

vii. "Eligible Household Income" means any income derived by any proposed occupants of a WHU who are 18 years of age or order and who will use the WHU as their primary residence.

viii. "Household" means any natural person who occupies a WHU as their primary residence.

ix. "Market Rate Dwelling Units" means all additional dwelling units in a development that are not WHUs as defined herein.

x. "Qualified Household" means an eligible household that has received a certificate of qualification from the Developer, as verified by the Village.

xi. "WHU" means a workforce housing unit.

b.

Notwithstanding Developer's option to satisfy its workforce housing obligations under this Agreement through the community benefits package outlined in Paragraph 7.d.ii above, Developer nevertheless agrees that in the event Developer obtains required approvals by all governmental entities with jurisdiction and is issued a final non-appealable building permit authorizing construction of the marina described in Paragraph 14 with a minimum of 50 slips, within 36 months of obtaining said approvals, the minimum number of WHUs provided by Developer shall be increased by four percentage points, i.e.: (i) to four percent (4%) of all multi-family residential units located within the Project if Developer elects to satisfy its density bonus obligations through Paragraph 7.d.ii above or (ii), ~~At all times, a minimum of 6% of all multi-family residential units located within the Project shall be WHUs, except as provided below:~~

~~Within 36 months of Developer obtaining required approvals by all governmental entities with jurisdiction and issuance of a final non-appealable building permit authorizing construction of the marina described in Paragraph 14 with a minimum of 50 slips, the minimum number of WHUs provided by the Developer shall be increased~~ to 10% of all multi-family residential units located within the Project if Developer elects to satisfy its density bonus obligations through Paragraph 7.d.i. above,

provided that:

1. to the extent Developer elects to satisfy its density bonus obligations through Paragraph 7.d.i above, all WHUs above 6% of all multi-family residential units located within the Project, may be offsite, on property located in North Bay Village that is zoned for multi-family occupancy;
2. to the extent Developer elects to satisfy its density bonus obligations through Paragraph 7.d.ii above, all offsite WHUs shall be new construction owned and operated by the Developer;
3. all WHUs above 5% of all multi-family residential units located within the Project may be constructed as studio or one-bedroom apartments with a minimum of 500 square feet of tenancy; and
4. all WHUs above 5% of all multi-family residential units located within the Project will be made available for Eligible Households with total income between 100% and 140% Area Median Income.

c. To the extent Developer elects to satisfy its density bonus obligations through Paragraph 7.d.i above, Developer agrees that ~~A~~an annual inventory of WHUs shall be provided to the Village and~~. A~~ a minimum of 5% of all multi-family residential units located within the Project will be made available for Eligible Households with total income between 80% and 100% Area Median Income with the balance of the WHUs to be made available for Eligible Households with total income between 100% and 140% Area Median Income.

d. To the extent Developer elects to satisfy its density bonus obligations through Paragraph 7.d.i above, Developer shall determine in its sole discretion the location of workforce housing units on the Property so long as at least fifty percent (50%) of the residential buildings throughout the Property shall contain one or more WHUs. A building that satisfies its WHU requirement by contributing an "in-lieu" fee to the Village's workforce housing fund pursuant to Paragraph 7.d.ii above or Section 8.10.2 of the ULDC (2025) shall be considered to contain a WHU for purposes of this Paragraph.

e. To the extent Developer elects to satisfy its density bonus obligations through Paragraph 7.d.i above, ~~I~~in each building in which WHUs are being built, the WHUs shall be built simultaneously with or prior to the non-WHUs.

f. To the extent Developer elects to satisfy its density bonus obligations through Paragraph 7.d.i above, WHUs shall proportionally contain the same number of bedrooms and quality of construction as non-WHUs in the building in which the WHUs are located.

g. To the extent Developer elects to satisfy its density bonus obligations through Paragraph 7.d.i above, ~~T~~the interior building materials and finishes of the WHUs shall be substantially the same type and quality as the non-WHUs in the building in which the WHUs are located.

h. WHUs shall be leased only to Qualified Households during the Control Period. Qualified Households shall be provided leases of a minimum period of 12 months, which shall comply with all applicable federal and state laws. WHU leases

shall, at minimum, include: (i) provisions that specify the maximum household size allowed in the unit; (ii) a prohibition against subleasing; and (iii) a requirement that qualified household shall report any changes in household size or income during his or her tenancy.

i. The Covered Development may only be rented, before the expiration of the Control Period, by Qualified Households to be used as primary residences for those households. Prospective Eligible Households seeking to rent a WHU shall complete and execute the Certificate of Qualification as part of their unit lease application. Completed copies of the Certificate of Qualification, executed by the Developer or their designee, shall be transmitted to the Village for a verification of eligibility by the Village Manager or designee. Upon determination of eligibility by the Developer, the Developer shall sign the Certificate of Qualification confirming that the Eligible Household is a Qualified Household. The property manager or property owner of the Covered Development shall retain the original Certificate of Qualification on site in the Qualified Household's file and provide a copy of the same to the Village. Copies of documents provided by the Eligible Household evidencing their earnings shall be retained in the Qualified Household's file along with the Certificate of Qualification.

j. A Certificates of Qualification shall be valid for 12 months. The Village hereby authorizes the Developer to issue Certificates of Qualification for execution by a prospective or current Eligible Household, subject to verification by the Village Manager or designee.

k. Before the expiration of the Control Period, WHUs may only be rented at rents that do not exceed the maximum monthly rent limit as determined and published by U.S. Department of Housing and Urban Development for Miami-Dade County.

l. Developer shall comply with all monitoring requirements established by the Village. The Village may conduct, upon 48-hours' notice to the Developer, an on-site inspection of the Covered Development to review client files for income verification. If a Qualified Household's Eligible Household Income increases above the maximum allowed income levels or a rented WHU is found to be non-compliant, the household may choose to remain in the WHU for the remaining term of the lease, and the property owner or manager shall make the next comparable vacant unit at the Covered Development available to an eligible household at the WHU rent.

m. Developer shall, on an annual basis, furnish the Village with an occupancy report, which provides the following information: (a) a list of all occupied WHUs, indicating composition of each resident family, as of the end date of the reporting period; (b) a list of all vacant WHUs, as of the end date of the reporting period; (c) the total number of vacancies that occurred during the reporting period; and (d) the total number of WHUs that were re-rented during the reporting period, stating family size and income. The Developer shall permit Village representatives to conduct on-site inspection of the Covered Development, upon 48-hours' notice, to review tenant files for income verification.

n. On or before January I of each year, Developer shall provide an annual report to

the Village, demonstrating that all of the occupied WHUs are being leased to Eligible Households and shall execute and submit a sworn statement attesting to the veracity and accuracy of the annual report.

o. Developer is permitted to sell the Property at all times, and the Developer hereby agrees that the WHU and rental restriction requirement outlined herein shall run with the land and continue to apply to the Covered Development following any sale or transfer of the Covered Development through the expiration of the Control Period. Any deed for the transfer of one or more WHUs shall expressly state on its face that the unit(s) is/are restricted by this Paragraph 21 of this Development Agreement. The restrictions of this paragraph shall not be made subordinate to the interest of any mortgagee, lender, or lienor, and any interest in WHUs on the Property taken by such mortgagee, lender, or lienor shall be subject to the restrictions and requirements herein.

p. If the Property is converted into a condominium or other "for sale" project (other than by a subsequent owner after a foreclosure sale of a mortgage or deed in lieu of foreclosure transfer of ownership), then prior to entering into the first contract for sale of a WHU as a "for sale" unit, the Developer shall enter into a new covenant in favor of the Village for a "for sale" project in accordance with the current restrictions for such units as established by the Village and shall require all purchasers to abide by the restrictions. Such covenant shall grant to each Qualified Household occupying a WHU, at the time the Developer is required to provide a notice of intended conversion in accordance with Section 718.608, Florida Statutes (2022), a right of first refusal to purchase the WHU. Such covenant shall also grant to the Village, among other things, the Village's right of first refusal to purchase any or all of the WHUs in the event that a Qualified Household does not purchase the WHU within six months from the first date Developer or its successors or assigns offers the WHU for sale. In the event Qualified Households or the Village do not exercise their right of first refusal option, the Developer shall continue to market and sell or rent such WHUs to Qualified Households throughout the Control Period.

q. The Control Period shall expire 30 years from the date when the WHUs forming part of the Covered Development are first placed into service, as evidenced by the issuance of a certificate of occupancy or temporary certificate of occupancy by a local government agency authorizing the use of the WHUs as primary residences. Upon the expiration of the Control Period, the Village shall record in the Public Records of Miami-Dade County an instrument releasing the Covered Development from its obligation to provide WHUs, and the Developer, or its successors and assigns, may freely lease or sell the Property or individual units at the market rate.

r. Developer shall provide the Village with notice of its intention to commence leasing. The notice shall set forth the number, size, rents, and location of the WHU units. Following the transmittal of the notice of Developer's intention to commence leasing and the initial lease of the WHUs, any subsequent offering of a WHU for lease shall not be subject to the notice requirements set forth in this paragraph. As part of this notice, the Developer and its agents or representatives shall also provide the Village with the contact information for the Developer and its agents and representatives.

s. Developer shall not discriminate against any person in the exercise of its obligations

under this Declaration, and all such actions shall be taken without regard to race, age, religion, color, gender, sexual orientation, gender identity or gender expression, status as a victim of domestic violence, dating violence, or stalking, national origin, marital status, physical or mental disability, political affiliation, source of legitimate income, or any other factor which cannot be lawfully used. For purpose of clarity, the foregoing limitations shall not be construed to preclude the Developer from denying an Eligible Household an opportunity to lease a WHU unit based upon such factors as the Eligible Household's poor credit history or their inability to demonstrate household income sufficient to pay the WHU Rents and any other financial obligations. Additionally, to the extent permissible by law, the Developer shall not be precluded from providing preference to lease to Eligible Households where one or more members of the Eligible Household is employed in a business located in the Project, or to Qualified Households with at least one household member that meets the eligibility criteria of the Florida Hometown Heroes Loan Program set forth in Exhibit "F ."

t. Where construction has occurred on the Property or any portion thereof pursuant to a lawful permit issued by the Village, and inspections made and approval of occupancy given by the Village, then such construction, inspection, and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Agreement.

22. Reservation of Development Rights. For the Term (and any extension to the Term), the Village hereby agrees that it shall permit the development of the Project in accordance with the Project Approval, the Land Development Regulations, the Comprehensive Plan, and the existing laws and policies as of the Effective Date of this Agreement that are or may be applicable to the Property, subject to the conditions of this Agreement. The Property shall not be subject to downzoning, unit density reduction, or any other limitation upon the development rights or the operation of the Project in effect upon the Effective Date of this Agreement and during the Term (and any extension to the Term) of this Agreement. However, nothing herein shall prohibit an increase in development density or intensity within the Project in a manner consistent with the Comprehensive Plan and the Land Development Regulations, provided that an increase in density shall result in pro rata adjustments to the impact fees due to the Village pursuant to law and as affirmed by Paragraph 11 of this Agreement.

    The expiration of this Agreement, for whatever reason, shall not be considered a waiver of, or limitation upon, the rights of the Developer, including, but not limited to, any claims of vested rights or equitable estoppel, obtained or held by the Developer or its successors or assigns to continue development of the Project in conformity with the Project Approval and all prior or subsequent Development Permits or development orders granted by the Village, including, but not limited to, those rights granted under the Comprehensive Plan and the Land Development Regulations, as in effect on the Effective Date or as subsequently amended.

23. Security During Construction. Developer shall secure the Property at all times prior to and during construction consistent with the Village's requirements, as of the Effective Date of this Agreement, for vacant development parcels. Developer shall provide for pest control, fencing, properly secured wind screens for any vacant portions of the Property not actively under construction to the satisfaction of the Village Manager and subject to existing Village

regulations. On or before the declaration of Warning or Watch for a Tropical Depression or storm of greater intensity, Developer shall cause the construction site and materials to be secured so as to minimize the probability of airborne debris.

24. Phasing and Timing. Within twelve (12) months of the Effective Date of this Agreement Developer shall submit to the Village Manager a timetable indicating the timing for the first building permit and the phasing of the construction of the Project. The Village understands that the Developer's submission of the timetable only represents the Developer's intended timetable and phasing plan and may be amended from time-to- time by the Developer in the Developer's sole discretion. The Developer shall inform the Village Manager, in writing, and changes to the timetable indicating the phasing of the construction of the Project. Within no more than two (2) years from the Effective Date of this Agreement, Developer commits to submit a master building permit package for the first master building permit for residential construction of at least 100 units.

25. Public Art.

    a. Developer will include, or cause to be included, the concrete pedestal in the canal west of the Project in the installation of art within the Project's Open Space, provided the Village and all other governmental entities having jurisdiction grant the necessary approvals, including any easement or license for the use of the concrete pedestal. Developer shall develop a concept for the concrete pedestal within two (2) years (subject to approval of the Village Manager, which shall not be unreasonably withheld), obtain construction, Coast Guard, Army Corps of Engineers and environmental permits within five (5) years (if required), and construct the concrete pedestal improvements in seven (7) years. In the event that such approval, easement and/or licenses cannot be obtained, it shall not be deemed a default of this Agreement.

    b. On or before any Certificate of Occupancy for the 1,000th dwelling unit, the Developer shall provide, or shall cause to be provided, and thereafter maintain, a public art component, consisting of multiple art pieces with a total value of at least one million dollars ($1,000,000.00) at time of installation, within the publicly accessible areas of the Project such as, without limitation, the Island Walk, the view corridors, or any other civic spaces and concrete pedestal described in Paragraph 25.a above.

26. Binding Effect. The obligations imposed pursuant to this Agreement upon the Developer and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees, and assigns, and a copy of this Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, at the sole cost and expense of the Developer, upon execution of this Agreement.

27. Governing Laws. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developer and the Village agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement. Further, as it relates to the enforcement and/or interpretation of this Agreement, each party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action or counterclaim arising out of or relating to

(a) this Agreement, including any exhibits attached to this Agreement; (b) any other document or instrument hereafter executed and delivered in connection with this Agreement; or (c) the transactions contemplated by this Agreement. However, this waiver shall not be applicable to any matter relating to the Developer's rights in the Property, including but not limited to matters of eminent domain or the assertion of private property rights by the Developer under the United States Constitution and the Florida State Constitution and applicable Florida statutory and common law. This waiver shall survive the termination or expiration of this Agreement.

28. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

If to Village at: ~~Ralph~~ ~~Rosado~~Frank Rollason Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

With a copy to: Village Attorney
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Haydee Sera, Esq.
Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134

If to Developer at: James Bry
Sunbeam
1401 79th Street Causeway
North Bay Village, FL 33141

With a copy to: CFO
Sunbeam
1401 79th Street Causeway
North Bay Village, FL 33141

John Shubin
Shubin & Bass PA
525 Okeechobee Blvd. Suite 1680
West Palm Beach, FL 33401

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. Mail. Any party may change its notice address by providing written notice to the other parties of the new address as provided in this paragraph. The terms of this paragraph shall survive the termination or expiration of this Agreement.

29. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

30. Entire Agreement. This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations, or warranties other than as set forth herein.

31. Modification, Amendment, and Release. This Agreement may not be modified, amended, or released, except by written instrument signed by the Village Manager and the Developer (and/or its assigns, which may include, but not be limited to a Community Development District and/or master property owners' association with appropriate authority over the Property), provided that such modification, amendment, release has been approved by the Village after public hearing.

32. Default and Remedies.

    a. Default and Cure. Upon the Village's written notice of any alleged default in Developer's obligations under any section in this Agreement, the Developer shall have no less than thirty (30) days to cure such alleged default. The Developer may request the Village Manager to approve a longer period of time, not to exceed a total cure period of 150 days, to cure such alleged default, where the Village Manager determines that curing such default is impractical or commercially unreasonable within a lesser time frame. The Developer's failure to timely cure shall constitute an event of default and may, at the Village's option

and subject to the Developer's right to request review and initiate the dispute resolution process, result in termination of this Agreement, which termination is subject to any applicable legal or equitable remedies. Upon the Developer's written notice of any alleged default in the Village's obligations under any section in this Agreement, the Village shall have thirty (30) days to cure such alleged default.

b. Request for Review. In the event of an alleged default of the Developer, at any time during the cure period, the Developer may request review of the Village's preliminary determination of a default in writing (the "Request"), by providing written notice to the Village Manager. In the case of an alleged Village default, at the end of the cure period, if the alleged default has not been cured, a Request shall have been deemed to have been filed and the procedures herein invoked.

c. Dispute Resolution.

   i. Initial Meeting. Within seven Business Days after the Village's receipt of the Request, or the deeming of the Request having been filed, the Developer and the Village shall promptly hold an initial meeting to attempt in good faith to negotiate a settlement of the dispute.

   ii. Neutral. If within ten days after the Request, the parties have not negotiated a settlement of the dispute (as evidenced by a written, executed settlement agreement), the parties jointly shall appoint a mutually acceptable neutral person who is not affiliated with either of the parties or any affiliate of the Developer or the Village and who is experienced and knowledgeable in the management and operation of commercial real estate development (the "Neutral"). If the parties are unable to agree upon the appointment of the Neutral within 14 days after the Request, either party may request the American Arbitration Association (the "AAA") to select the Neutral or may require both parties to submit to any procedures of the AAA to select the Neutral, including without limitation the selection of the AAA as the Neutral.

d. Mediation. In order to resolve the dispute, the parties shall develop a non-binding alternative dispute resolution procedure such as mediation or facilitation (the "Mediation") with the assistance of the Neutral. The Neutral shall make the decision as to how, when and where the Mediation will be conducted if the parties have been unable to agree on such matters by the earlier of seven Business Days after the appointment of the Neutral or 21 days after the Request. The parties shall participate in good faith in the Mediation to its conclusion. If the parties resolve their Dispute through their own negotiations or in the Mediation, the resolution shall be reduced to the form of a written settlement agreement which shall be binding upon both parties and shall preclude any litigation with respect to such Dispute. If the parties have not resolved the dispute through the Mediation within 30 days after the Request, then, the dispute resolution shall be deemed final for purposes of this Agreement, and the Developer or the Village may institute litigation or otherwise proceed as permitted by law.

e. Interim Relief. These procedures require that the Developer use these Mediation procedures as a means of resolving a dispute prior to resorting to litigation. Notwithstanding any other provision of this Agreement to the contrary, in the

event either party desires to seek interim relief, whether affirmative or prohibitive, in the form of a temporary restraining order or preliminary injunction or other interim equitable relief concerning a dispute, including without limitation, declaratory relief, provisional remedies, special action relief, stay proceedings in connection with special action relief and any similar relief of an interim nature ("Interim Relief"), either before beginning the Mediation procedures or at any point in the Mediation procedures concerning such dispute, such party may initiate the appropriate litigation to obtain such Interim Relief.

f. If either the Developer or the Village fails to fulfill any obligation or covenant set forth in this Agreement, and provided the notice, cure, and mediation procedures of this Paragraph 32 have first been complied with, the other party will be entitled to exercise any or all remedies available under this Agreement, or at law or in equity as may be permitted by law, including but not limited to Section 163.3243, Florida Statutes. The parties expressly acknowledge and agree that either party will have the right to enforce the other party's obligations under this Agreement through an injunction, along with other legal and equitable rights and remedies as may be permitted by law, including but not limited to Section 163.3243, Florida Statutes.

g. While the parties are engaged in the dispute resolution process identified herein, the Village shall continue to process and administer permits, including but not limited to those covered by Paragraph 8 of this Agreement sought by Developer unless: (1) the alleged defaults are material and not *de minimis* violations of this Agreement; and (2) it maintains based on competent evidence that the processing and issuance of the permits would create a legitimate public safety concern that requires immediate suspension of the permit activity or otherwise frustrate the intent of a material provision of this Agreement. Alternatively, the Village may seek court relief to withhold the processing and issuance of the permits at issue.

33. Cancellation and Enforcement. Subject to the procedures of Paragraph 32, enforcement of this Agreement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his/her/its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both, as may be permitted by law. The provisions of this paragraph shall survive the termination of this Agreement.

    In determining the enforcement of this Agreement, the order of precedence of documents shall be first, this Agreement; second, the Project Approval; third, the North Bay Village Comprehensive Plan, and fourth, the ULDC (2022). As such, should there be any conflict(s) with respect to the interpretation and/or enforcement of this Agreement and any of the subordinate documents, then the terms of this Agreement shall prevail.

34. Cumulative Remedies. Nothing contained herein shall prevent the Developer or the Village from exercising any rights and remedies either party may have under law.

35. Estoppel. Each party hereto shall, from time to time, within thirty (30) calendar days following receipt of a written request from the other party, execute and deliver to the other party a certificate stating that this Development Agreement is unmodified and in full force and effect, or, if modified, that this Development Agreement is in full force

and effect as modified, and stating the modifications and stating whether or not, to the best of the certifying party's knowledge, the other party is in default in any respect under this Development Agreement and, if in default, specifying the nature and character of such default.

36. Force Majeure. It shall not constitute a default or a failure to cure if a default or failure to cure is caused by, or results from, any of the following: acts of God; acts of government, strikes, lock-outs, labor troubles, inability to procure materials, adverse weather conditions; declaration of a state of emergency under Section 252.363, Florida Statutes (2022) where the underlying condition directly affects the geographic area of North Bay Village; accidental fire that could not have been prevented through the exercise of reasonable precautions; war; civil unrest; accidents that could not have been prevented through the exercise of reasonable precautions; pandemics; hostile attacks by a third party against computer systems or networks, or other similar events beyond the control of such party (each, a "Force Majeure Event"). The party whose performance is prevented, hindered or delayed by a Force Majeure Event shall immediately notify the other party as quickly as practicable of the occurrence of the Force Majeure Event, and shall describe in reasonable detail the nature and estimated duration of the Force Majeure Event and such performance or obligation shall be excused for the time of such delay.

37. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

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 SEPTEMBER 16, 2025 AT 6:30 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE ZONING OF CERTAIN PARCELS LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030), FROM RM-70 HIGH DENSITY MULTIPLE FAMILY RESIDENTIAL DISTRICT TO "8000 EAST SPECIAL AREA PLAN"; AMENDING THE UNIFIED LAND DEVELOPMENT CODE TO CREATE "APPENDIX D, 8000 EAST SPECIAL AREA PLAN" TO PROVIDE SPECIFIC ZONING REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY HARBOR ISLAND DEVELOPMENT COMPANY LLC TO PERMIT A RESIDENTIAL DEVELOPMENT CONSISTING OF TWO MULTIFAMILY RESIDENTIAL TOWERS, A PARKING STRUCTURE, MARINA, AND CIVIC SPACE, LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030); PROVIDING FOR FINDINGS, CONDITIONS, LIMITATION OF APPROVAL, IMPLEMENTATION, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH HARBOR ISLAND DEVELOPMENT COMPANY LLC FOR THE PROPERTIES LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030) RELATING TO THE DEVELOPMENT OF A RESIDENTIAL DEVELOPMENT CONSISTING OF TWO MULTIFAMILY RESIDENTIAL TOWERS, A PARKING STRUCTURE, MARINA, AND CIVIC SPACE PURSUANT TO SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION, PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING "APPENDIX A, SUNBEAM NBV SPECIAL AREA PLAN" OF THE UNIFIED LAND DEVELOPMENT CODE TO ADDRESS WORKFORCE HOUSING REQUIREMENTS AMONG OTHER PROVISIONS, APPLICABLE TO PROPERTIES ZONED "SUNBEAM SPECIAL AREA PLAN"; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT, PURSUANT TO SECTIONS 163.3221 THROUGH 163.3243, FLORIDA STATUTES, AND SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE, TO REPLACE THE PREVIOUSLY APPROVED SUNBEAM DEVELOPMENT AGREEMENT GOVERNING THE DEVELOPMENT OF A MIXED-USE PROJECT CONSISTING OF RESIDENTIAL, OFFICE, COMMERCIAL, HOTEL/LODGING, AND CIVIC USES ON CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBERS 23-3209-000-0010, 23-3209-000-0200, 23-3209-000-0201, 23-3209-000-0020, 23-3209-000-0030, 23-3209-000-0031, 23-3209-000-0040, 23-3209-000-0161, 23-3209-010-0240, AND 23-3209-010-0270, LEGALLY DESCRIBED IN EXHIBIT "A" TO THE PREVIOUSLY APPROVED DEVELOPMENT AGREEMENT; PROVIDING FOR AUTHORIZATION, PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/ APPROVING WITH CONDITIONS/DENYING] A VARIANCE APPLICATION BY JULIO CESAR ALONSO CHOCHO FOR PROPERTY LOCATED AT 1540 N TREASURE DR (FOLIO NO. 23-3209-009-0770) TO ALLOW A POOL WITHIN THE REQUIRED REAR/EASEMENT AND SIDE SETBACKS, WHERE SECTION 8.17.M.2.B OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) REQUIRES A SETBACK OF AT LEAST 7.5 FEET FROM THE REAR EASEMENT AND 15 FEET FROM SIDE PROPERTY LINE; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE YOU MAY JOIN THE ZOOM MEETING AT: **MEETING ID:** 891 2658 3746
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

Notice of Public Hearing - Regular Commission Meeting

North Bay Village | Publish Date: Sep 2, 2025

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON SEPTEMBER 16, 2025 AT 6:30 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

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	Cols	Depth
48749	36548	Legal Ad - IPL0261742		3.0	222.0L

ATTENTION: CITY OF NORTH BAY VILLAGE IP
1666 KENNEDY CAUSEWAY #300
MIAMI BEACH, FL 33141
villageclerk@nbvillage.com

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARINGS
NOTICE OF INTENT TO CONSIDER A DEVELOPMENT AGREEMENT

NOTICE IS HEREBY GIVEN that pursuant to Section 163.3225, Florida Statutes, the North Bay Village Commission will hold TWO public hearings to consider an amendment to a previously approved, executed, and recorded Development Agreement for the real property and owners described below, and legally described in the surveys attached to the Application:

LOCATIONS and OWNERS/CO-APPLICANTS:

- Folio No. 23-3209-000-0010; Sunbeam Television Corp.
- Folio No. 23-3209-000-0200; Sunbeam Television Corp.
- Folio No. 23-3209-000-0201; Sunbeam Television Corp.
- Folio No. 23-3209-000-0020; Sunbeam Television Corp.
- Folio No. 23-3209-000-0030; Sunbeam Television Corp.
- Folio No. 23-3209-000-0031; Sunbeam 1601 79th ST LLC.
- Folio No. 23-3209-000-0040; Sunbeam 1601 79th ST LLC.
- Folio No. 23-3209-000-0161; Sunbeam Properties, Inc.
- Folio No. 23-3209-010-0240; Sunbeam 1600-1624 79th ST LLC.
- Folio No. 23-3209-010-0270; Sunbeam 1600-1624 79th ST LLC.

The affected properties are depicted below:





The amended Development Agreement seeks to modify some of thew previously approved standards and conditions that will govern development of the property in connection with the Sunbeam Special Area Plan, which include the following proposed uses, population densities, building intensities, and height:

Multi-phased mixed-use development consisting of up to a maximum:
- 7,311,807 square feet of development at a Floor Lot Ration (FLR) of 13.0
- 1,936 residential units at a residential density of 150 units per acre.
- Residential, Office, Commercial, Hotel/Lodging, and Civic Uses
- Height varying from 450 feet to 650 feet on said properties

FIRST PUBLIC HEARING	SECOND PUBLIC HEARING
September 16, 2025, at 6:30 p.m., or as soon thereafter as the same may be heard at **North Bay Village Village Hall – Commission Chambers 1666 Kennedy Causeway, #101 North Bay Village, FL 33141**	**September 29, 2025, at 6:30 p.m.,** or as soon thereafter as the same may be heard at **North Bay Village Village Hall – Commission Chambers 1666 Kennedy Causeway, #101 North Bay Village, FL 33141**

Copies of the proposed Development Agreement are available for public inspection online at: https://northbayvillage-fl.gov/agendas_minutes or at Village Hall, Office of the Village Clerk, 1666 Kennedy Causeway, #300, North Bay Village, FL 33141. Interested persons are invited to attend the public hearing or provide written comments on the proposed Development Agreement to the Village Clerk.

To request this material in an accessible format, a sign language interpreter, information on access for persons with disabilities, and/or any accommodation to review any document or participate in these proceedings, please contact 305756-7171 five days in advance to initiate the request. TTY Users may also call 711 (Florida Relay Service).

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Village Commission, with respect to any matter considered at such hearing or meeting, the person will need a record of the proceedings and, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based.

Alba L. Chang, CMC, Village Clerk
Advertised in The Miami Herald on September 1, 2025
Mailed to affected property owners on September 1, 2025
Posted on a publicly accessible website on September 1, 2025

PUBLISHED DAILY
MIAMI-DADE-FLORIDA

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared, the undersigned, who on oath says that he/she is Custodian of Records of The The Miami Herald, a newspaper published in MIami Dade County, Florida, that the attached was published on the publicly accessible website of The Miami Herald or by print In the issues and dates listed below.

Affiant further Says that the said Miami Herald website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

1.0 insertion(s) published on:
09/01/25 Print

Print Tearsheet Link

Marketplace Link

Julie Ambry

DIGITALLY SIGNED

Julie Ambry

Sherry J Chasteen

DIGITALLY SIGNED

Sworn to and subscribed before me on Sep 2, 2025, 9:51 AM EDT

NOTARY PUBLIC STATE OF TEXAS
SHERRY J CHASTEEN
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 125328493
MY COMMISSION EXPIRES 4/16/2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

NORTH BAY VILLAGE

NOTICE OF PUBLIC HEARINGS
NOTICE OF INTENT TO CONSIDER A DEVELOPMENT AGREEMENT

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- Folio No. 23-3209-000-0030; Sunbeam Television Corp.
- Folio No. 23-3209-000-0031; Sunbeam 1601 79th ST LLC.
- Folio No. 23-3209-000-0040; Sunbeam 1601 79th ST LLC.
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FIRST PUBLIC HEARING	SECOND PUBLIC HEARING
September 16, 2025, at 6:30 p.m.,	**September 29, 2025, at 6:30 p.m.,**
or as soon thereafter as the same may be heard at	or as soon thereafter as the same may be heard at
North Bay Village	**North Bay Village**
Village Hall – Commission Chambers	**Village Hall – Commission Chambers**
1666 Kennedy Causeway, #101	**1666 Kennedy Causeway, #101**
North Bay Village, FL 33141	**North Bay Village, FL 33141**

Copies of the proposed Development Agreement are available for public inspection online at: https://northbayvillage-fl.gov/agendas_minutes or at Village Hall, Office of the Village Clerk, 1666 Kennedy Causeway, #300, North Bay Village, FL 33141. Interested persons are invited to attend the public hearing or provide written comments on the proposed Development Agreement to the Village Clerk.

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Alba L. Chang, CMC, Village Clerk
Advertised in The Miami Herald on September 1, 2025
Mailed to affected property owners on September 1, 2025
Posted on a publicly accessible website on September 1, 2025

ITEM NO. 13.A

North Bay Village
Recommendation Memorandum

DATE: September 16, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Mayor Rachel Streitfeld

SUBJECT: Discussion to Join an Amicus Brief Karenza Apartments v. City of Miami - Sponsored by Mayor Rachel Streitfeld

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Mayor Streitfeld seeks the Village Commission's consideration and feedback to support and join an amicus brief Karenza Apartments v. City of Miami. The brief would support the City of Miami in a Bert J. Harris Act lawsuit. There is no cost to the Village to join this brief.

Please see below concerning the Bert Harris case pending in the Third DCA:

An unfavorable decision from the Third DCA in *Karenza Apartments v. City of Miami* would likely have these practical effects on municipalities:

- Under current law, the Bert Harris Act (the "Act) applies only when government actions directly impact a property (not when impacts are felt by neighboring properties or via indirect means). Construing the Act otherwise – which Karenza is advocating for - would open a floodgate to Bert Harris claims.

- Municipalities would experience increased exposure to liability and potential monetary judgments. This could result in significant consequences for municipalities from both financial and resource standpoints. Any money damages awarded to a landowner would be borne by taxpayers, municipalities would be

burdened, and resources will be diverted from other important matters to address an increased number of Bert Harris claims.

- The long-standing principle that waivers of sovereign immunity should be construed narrowly, for reasons including protection of public funds, would be undermined.

- The Act was designed to offer compensation for landowners who face inordinate burdens due to government regulations but not as a general compensation tool for every zoning, permit, or regulatory grievance. Accordingly, there will be a chilling effect on local governments' flexibility to try/do new things, such as implement new programs or modify existing programs or laws such as zoning laws, building codes, or other land-use regulations meant to protect the public. The flexibility to try /do new things and modify programs or laws benefits everyone, including residents, visitors, local business owners, and developers.

- The Act requires that before filing suit, a landowner present a bona fide valid appraisal that supports the claim and shows the loss in fair market value to the property. The purpose of this requirement is to evaluate the claim and make a "bona fide [pre-suit] settlement offer" under the Act. If the Third DCA finds that Karenza properly complied with the Act's pre-suit notice requirement, this would significantly make it more difficult for municipalities, especially those who are self-insured, to evaluate Bert Harris claims pre-suit and during litigation, settle claims, and budget for potential exposure. [To provide context, note that Karenza submitted a pre-suit appraisal for about $4.8 million but right before trial (and about 4 years after the lawsuit was filed) Karenza introduced a new appraisal for about $20 million].

Plus, from a legal standpoint, an unfavorable decision would create precedent that expansively interprets the Act in contravention of longstanding caselaw. The Act is a statutory waiver of sovereign immunity. It's a basic principle that waivers of sovereign immunity should be interpreted with a narrow scope for several reasons, including to protect public funds. Also, under current law, the decision not to broadly construe the Act in a manner which would expand its scope beyond its literal terms is also supported by basic principles of municipal home rule. In adopting article VIII, section 2 of the Florida Constitution, the citizens of Florida expressed a desire that municipalities have broad home rule powers to protect the general health, morals, safety, and welfare of the residents of the municipality. A broad interpretation of the Act may weaken a municipality's ability to govern themselves, manage local affairs and, as explained above, may limit the willingness of municipalities to act for fear of potential Bert Harris claims.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

There is no financial impact to the Village for joining this brief

PERSONNEL IMPACT
None

ITEM NO. 13.B

North Bay Village
Recommendation Memorandum

DATE: September 16, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING THE VILLAGE'S 2025-2026 STATE LEGISLATIVE APPROPRIATION REQUESTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

BACKGROUND AND ANALYSIS

The proposed discussion item seeks the Village Commission's input regarding the 2025–2026 legislative priorities and appropriations requests.

While the Legislative Session is scheduled to begin in January 2026, all legislative funding requests must be submitted to the Village's lobbyist by September 30, 2025.

To date, the following projects have been submitted for consideration as part of this discussion:

Commissioner Chervony:
1. Higher-end railings for the two flat bridges.
2. Harbor Island Outfall Project – Phase II
3. Vertiport financing

Staff requests the Commission's feedback on the proposed state appropriations request for fiscal year 2025–2026.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

TBD

PERSONNEL IMPACT
N/A

ATTACHMENTS
Reso State Appropriation Requests - 2025-2026

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING THE VILLAGE'S 2025-2026 STATE LEGISLATIVE APPROPRIATION REQUESTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") Commission desires to establish the legislative appropriation requests set forth in Exhibit "A" attached hereto as the Village's 2025-2026 legislative appropriation priorities; and

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

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

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

Section 2. Establishing Legislative Priorities. That the Village Commission hereby establishes the appropriation requests set forth in Exhibit "A" as the Village's 2025-2026 legislative appropriation priorities.

Section 3. Transmittal. That the Village Clerk is hereby directed to transmit a copy of this Resolution to State Senator Shevrin D. "Shev" Jones and State Representative Fabián Basabe.

Section 4. Effective Date. That this Resolution shall take effect immediately upon adoption.

Mayor Rachel Streitfeld _____
Vice Mayor Goran Cuk _____
Commissioner Doris Acosta _____
Commissioner Richard Chervony _____
Commissioner Andy Rotondaro _____

PASSED AND ADOPTED on this ___ day of _____, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT A

NORTH BAY VILLAGE'S 2025-2026 LEGISLATIVE APPROPRIATION REQUESTS

The following appropriations are established as North Bay Village's Legislative Priorities:

ITEM NO. 13.C

North Bay Village
Recommendation Memorandum

DATE: September 16, 2025

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

FROM: Daniela Cimo, Village Attorney

SPONSORED BY: Village Attorney

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING, AMONG OTHER THINGS, TO DECLARE THAT SENATE BILL 180'S IMPOSITION OF A BLANKET STATEWIDE PROHIBITION ON THE EXERCISE OF HOME RULE AUTHORITY OVER LAND USE AND ZONING REGULATIONS, IS UNCONSTITUTIONAL AND SHOULD BE ENJOINED, AND RETAINING WEISS SEROTA HELFMAN COLE & BIERMAN, PL TO PROSECUTE THE LAWSUIT; AND PROVIDING FOR AN EFFECTIVE DATE.**

RECOMMENDATION
Discuss the proposed resolution and, if in agreement, adopt the same

BACKGROUND AND ANALYSIS
See proposed resolution for background.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
$10,000 for trial court representation. $5,000 if appealed to District Court and another $5,000 if appealed to Supreme Court. $10,000 for trial court representation. $5,000 if appealed to District Court and another $5,000 if appealed to Supreme Court. To be drawn from Village Attorney budget for litigation.

PERSONNEL IMPACT
n/a

ATTACHMENTS
Resolution-Participation in Lawsuit Relating to SB 180.DOCX
SB 180 (Chapter Laws of Florida 2025-190).pdf

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING, AMONG OTHER THINGS, TO DECLARE THAT SENATE BILL 180'S IMPOSITION OF A BLANKET STATEWIDE PROHIBITION ON THE EXERCISE OF HOME RULE AUTHORITY OVER LAND USE AND ZONING REGULATIONS, IS UNCONSTITUTIONAL AND SHOULD BE ENJOINED, AND RETAINING WEISS SEROTA HELFMAN COLE + BIERMAN, PL TO PROSECUTE THE LAWSUIT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2(b) of the Florida Constitution provides that municipalities "shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services," and authorizes municipalities to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, pursuant to Section 2(b) of Article VIII of the Florida Constitution and Chapters 163 and 166, Florida Statutes, municipalities have broad authority to adopt comprehensive plans, enact land development regulations, issue development permits, and impose temporary moratoria in furtherance of local public health, safety, and welfare, including for purposes of orderly growth, environmental protection, disaster recovery, and community resiliency; and

WHEREAS, on June 26, 2025, Senate Bill 180 ("SB 180"), titled "Emergencies," was signed into law by Governor Ron DeSantis and became effective immediately as Chapter 2025-190, Florida Statutes; and

WHEREAS, among other things, Section 28 of SB 180 prohibits all local government-initiated ordinances that impose "more restrictive or burdensome" comprehensive plan amendments, land development regulations, or procedures concerning review, approval, or issuance of site plans, development permits, or development orders (collectively, "Land Use and Zoning Regulations") for the period commencing retroactively from August 1, 2024, through October 1, 2027, even if such amendments, regulations or procedures are in no way related to any hurricane or other emergency and even if such amendments, regulations, or procedures were duly enacted

prior to the enactment of SB 180; and

WHEREAS, Section 28 of SB 180 also bans local moratoria on construction, reconstruction, or redevelopment of property damaged by a hurricane during the same timeframe; and

WHEREAS, Section 18 of SB 180 further prohibits local governments that are located in counties that are entirely or partially within 100 miles of the track of any future hurricane from enacting "more restrictive or burdensome" Land Use and Zoning Regulations, and moratoria on construction, reconstruction, or redevelopment of any property, damaged or not, for a period of one year after the storm makes landfall; and

WHEREAS, SB 180 is unconstitutional and invalid because, among other things, it:

(a) embraces more than one subject and matter properly connected therewith in violation of Article III, Section 6 of the Florida Constitution;

(b) includes a defective title in violation of Article III, Section 6 of the Florida Constitution;

(c) requires municipalities and counties to spend in the aggregate an amount that exceeds an insignificant fiscal impact without including a finding that the law fulfills an important state interest as required by Article VII, Section 18 of the Florida Constitution;

(d) constitutes a sweeping intrusion on home-rule authority, threatening local ability to enact land use, zoning, flood-resiliency, and environmental protections, contrary to Article VIII, Section 2(b) of the Florida Constitution to a degree that renders the constitutional provision hollow; and

(e) contains provisions that classify political subdivisions on a basis that is not reasonably related to the subject of the law in violation of Art. III, Section 11(b) of the Florida Constitution; and

WHEREAS, for example, despite SB 180 being titled "Emergencies," SB 180 contains various matters that are not connected and/or are unrelated to emergencies, including Section 18 and 28's total ban on any "more restrictive or burdensome" Land Use and Zoning Regulations, and Section 18's prohibition on moratoria on construction, reconstruction, and redevelopment of property, even if the property is intact and was not damaged by a hurricane or other emergency event; and

WHEREAS, the provisions of SB 180 also impose expenditure obligations upon municipalities and counties that, as conceded in the Florida Legislature's own staff analysis, exceed the threshold amount for an unfunded mandate, despite the lack of any finding in SB180 that the law fulfills an important state interest; and

WHEREAS, Section 18 of SB 180 infringes upon municipal home rule authority by prohibiting municipalities from enacting Zoning and Land Use Regulations if they are located within a county that is entirely or partially within 100 miles of the track of a hurricane for one year in a completely indiscriminate manner that disregards the size, intensity, or impact of a hurricane on the municipality, whether a proposed Zoning and Land Use Regulation has even a *de minimis* impact on hurricane recovery efforts, or even if the Zoning and Land Use Regulations are necessary to protect the public health, safety, and welfare from the effects of a hurricane; and

WHEREAS, Section 18 of SB 180 further usurps the municipal home rule authority guaranteed by the citizens of Florida in the Florida Constitution by imposing blanket prohibitions on any moratoria on construction, reconstruction, or redevelopment of property for one year whenever a future hurricane falls within 100 miles of the county where the municipality is located, regardless of the necessity or impetus behind such moratoria; and

WHEREAS, Section 28 of SB 180 similarly prohibits municipalities from enacting Zoning and Land Use Regulations for the entire state of Florida retroactively from August 1, 2024, through October 1, 2027, without any rational justification; and

WHEREAS, SB 180's vague prohibitions on moratoria on construction, reconstruction, and redevelopment of properties and Land Use and Zoning Regulations that are "more restrictive or burdensome," and other ambiguous provisions render SB 180 incomprehensible, create uncertainty, chill local governance, and encourage preemptive, potentially frivolous, litigation to force local governments into repealing legislation, even if it might otherwise be a valid exercise of home rule authority; and

WHEREAS, the North Bay Village (the "Village") Commission desires to authorize the participation of the Village in a lawsuit seeking declaratory, injunctive, and other appropriate relief from the provisions of SB 180, which impose a blanket statewide prohibition on the exercise of home rule authority relating to Land Use and Zoning

Regulations, based upon the any appropriate legal theories, including, without limitation, those set forth herein, subject to the participation of at least ten local governments (the "Lawsuit"); and

WHEREAS, it is in the best interest of the Village to participate in the Lawsuit and to urge other local governments to join as plaintiffs; and

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

Section 1. Recitals. The above-stated recitals are hereby adopted and confirmed.

Section 2. Authorization to Participate in Lawsuit. That the Village Commission hereby authorizes the participation of the Village in the Lawsuit, subject to participation of at least ten local governments.

Section 3. Legal Representation and Fee Structure. Weiss Serota Helfman Cole + Bierman, PL (the "Firm") is retained to represent the Village in the Lawsuit, at both the trial and appellate levels. The Firm will charge a flat fee, inclusive of attorneys' fees and costs, of $10,000 to represent the Village in the Lawsuit in the trial court, which shall be payable within ten days of the effective date of this Resolution. The Village shall also pay $5,000 to the Firm to represent it in any appeal related to the Lawsuit that is filed at the District Court of Appeal within 30 days of the filing of such appeal, and $5,000 to the Firm to represent it in any appeal that is filed at the Florida Supreme Court within 30 days of the filing of such appeal. The Village acknowledges that the Firm will be representing other local governments in the Lawsuit and waives any conflicts related to such representation. The Village also acknowledges that the Firm may represent other entities, private or public, at the Village and that the representation of the Village in this Lawsuit alone, because it is part of a coalition, will not constitute a conflict of interest and, to the extent it does, waives such conflict of interest.

Section 4. Urge Participation. The Village invites and urges other local governments to join as plaintiffs in the Lawsuit and to coordinate their efforts with the Village.

Section 5. Transmittal. The Clerk is directed to distribute this Resolution to all local governments in Miami-Dade County. The Clerk is further directed to distribute this

Resolution to the Firm.

Section 6. Implementation. The appropriate Village officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 7. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

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 Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this 16th day of September, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

CHAPTER 2025-190

Committee Substitute for
Committee Substitute for Senate Bill No. 180

An act relating to emergencies; amending s. 83.63, F.S.; requiring certain tenants to be given specified opportunities or notice; creating s. 163.31795, F.S.; defining the terms "cumulative substantial improvement period" and "local government"; prohibiting certain local governments from adopting ordinances for substantial improvements or repairs to a structure which include cumulative substantial improvement periods; amending s. 163.31801, F.S.; prohibiting certain entities from assessing impact fees for specified replacement structures; providing an exception; providing construction; amending s. 193.155, F.S.; revising the square footage limitations for certain changes, additions, and improvements to damaged property; amending s. 215.559, F.S.; removing a reference to a certain report; revising public hurricane shelter funding prioritization requirements for the Division of Emergency Management; amending s. 250.375, F.S.; authorizing certain servicemembers to provide medical care in specified circumstances; amending s. 252.35, F.S.; revising requirements for the state comprehensive emergency management plan; requiring such plan to include an update on the status of certain emergency management capabilities; requiring the division to collaborate with the Department of Health; revising responsibilities of the division; requiring the division to develop a certain template; revising the purpose of certain training programs; requiring the division to set the minimum number of training hours that specified individuals must complete biennially; authorizing such training to be provided by certain entities; requiring the division to conduct an annual hurricane readiness session in each region designated by the division for a specified purpose; requiring all county emergency management directors, and authorizing other county and municipal personnel, to attend such session; requiring that the session include specified topics and needs; removing a specified reporting requirement; amending s. 252.355, F.S.; authorizing the Department of Veterans' Affairs to provide certain information to specified clients or their caregivers; requiring the Florida Housing Finance Corporation to enter into memoranda of understanding with specified agencies for a certain purpose; providing that specified persons may use special needs shelters in certain circumstances; amending s. 252.3611, F.S.; directing specified entities to submit specified contracts and reports to the Legislature under specified conditions; requiring such contracts to be posted on a specified secure contract system; requiring the division to report annually to the Legislature specified information on expenditures relating to emergencies; providing requirements for such report; amending s. 252.363, F.S.; providing for the tolling and extension of certain determinations; providing for retroactive application; amending s. 252.365, F.S.; requiring agency heads to notify the Governor and the division of the person designated as the emergency coordination officer annually by a specified

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date; amending s. 252.3655, F.S.; creating the natural hazards risks and mitigation interagency coordinating group; providing the purpose of the group; providing for the membership and administration of the group; requiring agency representatives to provide information relating to natural hazards to this state, agency resources, and efforts to address and mitigate risks and impacts of natural hazards; requiring the group to meet in person or by communications media technology at least quarterly for specified purposes; requiring specified agency heads to meet at least annually to strategize and prioritize state efforts; requiring the division, on behalf of the group, to prepare an annual progress report and submit such report to the Governor and Legislature; revising requirements for such report; amending s. 252.37, F.S.; requiring the division to notify the Legislature of its intent to accept or apply for federal funds under certain circumstances; requiring the division to take steps to maximize the availability and expedite the distribution of financial assistance from the Federal Government to state and local agencies; requiring that such steps include the standardization and streamlining of the application process for federal financial assistance and the provision of assistance to applicants for a specified purpose; requiring the division to use certain federal funds to implement such requirements; amending s. 252.373, F.S.; conforming a cross-reference; amending s. 252.38, F.S.; requiring political subdivisions to annually provide specified notification to the division before a specified date; creating s. 252.381, F.S.; requiring counties and municipalities to post certain information on their websites; requiring counties and municipalities to develop a poststorm permitting plan; providing requirements for such plan; requiring counties and municipalities to update such plan by a specified date annually; requiring counties and municipalities to publish on their websites a specified storm recovery guide by a specified date annually; providing requirements for such guide; requiring certain counties and municipalities to publish on their websites updates to such guide as soon as practicable following a storm; prohibiting certain counties and municipalities from increasing building permit or inspection fees within a specified timeframe; requiring counties and municipalities to allow individuals to receive certain letters electronically on or before a specified date; requiring certain counties and municipalities to use their best efforts to open a permitting office for a minimum number of hours per week; amending s. 252.385, F.S.; revising reporting requirements for the division; revising requirements for a specified list; requiring the Department of Health and the Agency for Persons with Disabilities to assist the division with certain determinations; creating s. 252.422, F.S.; defining the term "impacted local government"; prohibiting impacted local governments from proposing or adopting certain moratoriums, amendments, or procedures for a specified timeframe; authorizing the enforcement of certain amendments, plans, permits, and orders under certain circumstances; authorizing any person to file suit to enforce specified provisions; authorizing counties and municipalities to request a specified determination by a court; prohibiting counties and municipalities from taking certain actions until the court has issued a preliminary or final judgment; requiring plaintiffs to provide certain notification before filing

suit; requiring impacted local governments to take certain actions upon receipt of such notification or a suit may be filed; providing for reasonable attorney fees and costs; authorizing the use of a certain summary procedure; requiring the court to advance the cause on the calendar; requiring the Office of Program Policy Analysis and Government Accountability to conduct a study on certain local government actions after hurricanes; specifying requirements for the study and legislative recommendations; requiring the office to submit a report to the Legislature by a specified date; creating s. 252.505, F.S.; requiring that certain contracts include a specified provision; defining the term "emergency recovery period"; amending s. 373.423, F.S.; requiring the Department of Environmental Protection to submit a Flood Inventory and Restoration Report to the division by a specified date; requiring the department to work with specified entities to compile information for the report; providing specifications for the report; requiring the owner of certain infrastructure to submit certain information to the department; requiring the department to review and update the report biannually; requiring the department to submit an updated report to the division by a specified date; amending s. 380.0552, F.S.; revising the maximum evacuation clearance time for permanent residents of the Florida Keys Area, which time is an element for which amendments to local comprehensive plans in the Florida Keys Area must be reviewed for compliance; requiring the Department of Commerce to conduct baseline modeling scenarios and gather data to determine the number of building permit allocations for distribution in the Florida Keys Area; requiring that such allocations be distributed in a specified manner and over a specified timeframe; prohibiting such allocations from exceeding a specified number; requiring that permits be issued for certain parcels and the distribution of such permits prioritize specified allocations; amending s. 400.063, F.S.; conforming a cross-reference; amending s. 403.7071, F.S.; providing that local governments are authorized and encouraged to add certain addendums to certain contracts and agreements; requiring counties and municipalities to apply to the department for authorization to designate at least one debris management site; authorizing municipalities to apply jointly with a county or adjacent municipality for authorization of a debris management site if such entities approve a memorandum of understanding; providing requirements for such memorandum; creating s. 489.1132, F.S.; providing definitions; requiring a hurricane preparedness plan to be available for inspection at certain worksites; requiring certain equipment to be secured in a specified manner no later than 24 hours before the impacts of a hurricane are anticipated to begin; providing penalties; requiring the Florida Building Commission to establish specified best practices and report findings to the Legislature by a specified date; amending s. 553.902, F.S.; revising the definition of the term "renovated building"; requiring the division to consult with specified entities to develop certain recommendations and provide a report to the Legislature by a specified date; prohibiting certain counties from proposing or adopting certain moratoriums, amendments, or procedures for a specified timeframe; declaring that such moratoriums, amendments, or procedures are null and void;

providing for retroactive application; authorizing the enforcement of certain amendments, plans, permits, and orders under certain circumstances; authorizing certain residents and business owners to bring a civil action for declaratory and injunctive relief against a county or municipality that violates specified provisions; providing for reasonable attorney fees and costs under specified circumstances; providing for future expiration; providing a directive to the Division of Law Revision; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 83.63, Florida Statutes, is amended to read:

83.63 Casualty damage.—If the premises are damaged or destroyed other than by the wrongful or negligent acts of the tenant so that the enjoyment of the premises is substantially impaired:~~,~~

(1) The tenant may terminate the rental agreement and immediately vacate the premises. The tenant may vacate the part of the premises rendered unusable by the casualty, in which case the tenant's liability for rent shall be reduced by the fair rental value of that part of the premises damaged or destroyed. If the rental agreement is terminated, the landlord shall comply with s. 83.49(3).

(2) The tenant must be given:

(a) The opportunity to collect his or her belongings from the premises when it is safe to do so; or

(b) Notice of the date by which the tenant will be able to collect his or her belongings from the premises, which must occur within a reasonable time.

Section 2. Section 163.31795, Florida Statutes, is created to read:

163.31795 Participation in the National Flood Insurance Program.—

(1) For purposes of this section, the term:

(a) "Cumulative substantial improvement period" means the period during which an aggregate of improvements or repairs are considered for purposes of determining substantial improvement as defined in s. 161.54(12).

(b) "Local government" has the same meaning as in s. 163.2514.

(2) A local government that is participating in the National Flood Insurance Program may not adopt or enforce an ordinance for substantial improvements or repairs to a structure which includes a cumulative substantial improvement period.

Section 3. Subsection (14) is added to section 163.31801, Florida Statutes, to read:

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(14) A local government, school district, or special district may not assess an impact fee for the reconstruction or replacement of a previously existing structure if the replacement structure is of the same land use as the original structure and does not increase the impact on public facilities beyond that of the original structure. However, if the replacement structure increases the demand on public facilities due to a significant increase in size, intensity, or capacity of use, a local government, school district, or special district may assess an impact fee in an amount proportional to the difference in the demand between the replacement structure and the original structure. Any such fee must be reasonably connected to, or have a rational nexus with, the need for additional capital facilities and the increased impact generated by the reconstruction or replacement of a previously existing structure.

Section 4. Paragraph (b) of subsection (4) of section 193.155, Florida Statutes, is amended to read:

193.155 Homestead assessments.—Homestead property shall be assessed at just value as of January 1, 1994. Property receiving the homestead exemption after January 1, 1994, shall be assessed at just value as of January 1 of the year in which the property receives the exemption unless the provisions of subsection (8) apply.

(4)

(b)1. Changes, additions, or improvements that replace all or a portion of homestead property, including ancillary improvements, damaged or destroyed by misfortune or calamity shall be assessed upon substantial completion as provided in this paragraph. Such assessment must be calculated using the homestead property's assessed value as of the January 1 immediately before the date on which the damage or destruction was sustained, subject to the assessment limitations in subsections (1) and (2), when:

a. The square footage of the homestead property as changed or improved does not exceed 130 ~~110~~ percent of the square footage of the homestead property before the damage or destruction; or

b. The total square footage of the homestead property as changed or improved does not exceed 2,000 ~~1,500~~ square feet.

2. The homestead property's assessed value must be increased by the just value of that portion of the changed or improved homestead property which is in excess of 130 ~~110~~ percent of the square footage of the homestead property before the damage or destruction or of that portion exceeding 2,000 ~~1,500~~ square feet.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

3. Homestead property damaged or destroyed by misfortune or calamity which, after being changed or improved, has a square footage of less than 100 percent of the homestead property's total square footage before the damage or destruction shall be assessed pursuant to subsection (5).

4. Changes, additions, or improvements assessed pursuant to this paragraph must be reassessed pursuant to subsection (1) in subsequent years. This paragraph applies to changes, additions, or improvements commenced within 5 years after the January 1 following the damage or destruction of the homestead.

Section 5. Paragraph (b) of subsection (1) of section 215.559, Florida Statutes, is amended to read:

215.559 Hurricane Loss Mitigation Program.—A Hurricane Loss Mitigation Program is established in the Division of Emergency Management.

(1) The Legislature shall annually appropriate $10 million of the moneys authorized for appropriation under s. 215.555(7)(c) from the Florida Hurricane Catastrophe Fund to the division for the purposes set forth in this section. Of the amount:

(b) Three million dollars in funds shall be used to construct or retrofit facilities used as public hurricane shelters. Each year the division shall prioritize the use of these funds for projects included in the annual report ~~of the Shelter Development Report~~ prepared in accordance with s. 252.385(3). The division shall ~~must~~ give funding priority to projects located in counties ~~regional planning council regions~~ that have shelter deficits, projects that are publicly owned, other than schools, and ~~to~~ projects that maximize the use of state funds.

Section 6. Section 250.375, Florida Statutes, is amended to read:

250.375 Medical officer authorization.—A servicemember trained to provide medical care who is serving under the direction of the Florida National Guard State Surgeon and is assigned to a military duty position and authorized by the Florida National Guard to provide medical care within the scope of the servicemember's professional licensure by virtue of such duty position may provide such medical care to military personnel and civilians within this state ~~physician who holds an active license to practice medicine in any state, a United States territory, or the District of Columbia,~~ while serving ~~as a medical officer~~ with or in support of the Florida National Guard, pursuant to federal or state orders, ~~may practice medicine on military personnel or civilians~~ during an emergency or declared disaster ~~or during federal military training~~.

Section 7. Paragraphs (y) through (dd) of subsection (2) of section 252.35, Florida Statutes, are redesignated as paragraphs (x) through (cc), respectively, paragraphs (a), (c), and (n) and present paragraph (x) of that

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subsection are amended, and a new paragraph (dd) is added to that subsection, to read:

252.35 Emergency management powers; Division of Emergency Management.—

(2) The division is responsible for carrying out the provisions of ss. 252.31-252.90. In performing its duties, the division shall:

(a) Prepare a state comprehensive emergency management plan, which must ~~shall~~ be integrated into and coordinated with the emergency management plans and programs of the Federal Government. The division shall adopt the plan as a rule in accordance with chapter 120. The plan must be implemented by a continuous, integrated comprehensive emergency management program. The plan must contain provisions to ensure that the state is prepared for emergencies and minor, major, and catastrophic disasters, and the division shall work closely with local governments and agencies and organizations with emergency management responsibilities in preparing and maintaining the plan. The state comprehensive emergency management plan must be operations oriented and:

1. Include an evacuation component that includes specific regional and interregional planning provisions and promotes intergovernmental coordination of evacuation activities. This component must, at a minimum: contain guidelines for lifting tolls on state highways; ensure coordination pertaining to evacuees crossing county lines; set forth procedures for directing people caught on evacuation routes to safe shelter; establish strategies for ensuring sufficient, reasonably priced fueling locations along evacuation routes; and establish policies and strategies for emergency medical evacuations.

2. Include a shelter component that includes specific regional and interregional planning provisions and promotes coordination of shelter activities between the public, private, and nonprofit sectors. This component must, at a minimum: contain strategies to ensure the availability of adequate public shelter space in each county ~~region of the state~~; establish strategies for refuge-of-last-resort programs; provide strategies to assist local emergency management efforts to ensure that adequate staffing plans exist for all shelters, including medical and security personnel; provide for a postdisaster communications system for public shelters; establish model shelter guidelines for operations, registration, inventory, power generation capability, information management, and staffing; and set forth policy guidance for sheltering people with special needs.

3. Include a postdisaster response and recovery component that includes specific regional and interregional planning provisions and promotes intergovernmental coordination of postdisaster response and recovery activities. This component must provide for postdisaster response and recovery strategies according to whether a disaster is minor, major, or catastrophic. The postdisaster response and recovery component must, at a minimum: establish the structure of the state's postdisaster response and

recovery organization; establish procedures for activating the state's plan; set forth policies used to guide postdisaster response and recovery activities; describe the chain of command during the postdisaster response and recovery period; describe initial and continuous postdisaster response and recovery actions; identify the roles and responsibilities of each involved agency and organization; provide for a comprehensive communications plan; establish procedures for coordinating and monitoring statewide mutual aid agreements reimbursable under federal public disaster assistance programs; provide for rapid impact assessment teams; ensure the availability of an effective statewide urban search and rescue program coordinated with the fire services; ensure the existence of a comprehensive statewide medical care and relief plan administered by the Department of Health; and establish systems for coordinating volunteers and accepting and distributing donated funds and goods.

4. Include additional provisions addressing aspects of preparedness, response, recovery, and mitigation as determined necessary by the division.

5. Address the need for coordinated and expeditious deployment of state resources, including the Florida National Guard. In the case of an imminent major disaster, procedures should address predeployment of the Florida National Guard, and, in the case of an imminent catastrophic disaster, procedures should address predeployment of the Florida National Guard and the United States Armed Forces.

6. Establish a system of communications and warning to ensure that the state's population and emergency management agencies are warned of developing emergency situations, including public health emergencies, and can communicate emergency response decisions.

7. Establish guidelines and schedules for annual exercises that evaluate the ability of the state and its political subdivisions to respond to minor, major, and catastrophic disasters and support local emergency management agencies. Such exercises shall be coordinated with local governments and, to the extent possible, the Federal Government.

8. Assign lead and support responsibilities to state agencies and personnel for emergency support functions and other support activities.

9. Include the public health emergency plan developed by the Department of Health pursuant to s. 381.00315.

10. Include an update on the status of the emergency management capabilities of the state and its political subdivisions. The update must include the emergency management capabilities related to public health emergencies, as determined in collaboration with the Department of Health.

The complete state comprehensive emergency management plan must be submitted to the President of the Senate, the Speaker of the House of

Representatives, and the Governor on February 1 of every even-numbered year.

(c) Assist political subdivisions in preparing and maintaining emergency management plans. Such assistance must include the development of a template for comprehensive emergency management plans, including plans for natural disasters, and guidance on the development of mutual aid agreements.

(n) Implement training programs to maintain this state's status as a national leader in emergency management and improve the ability of state and local emergency management personnel to prepare and implement emergency management plans and programs. This must ~~shall~~ include a continuous training program for agencies and individuals who ~~that~~ will be called on to perform key roles in state and local postdisaster response and recovery efforts and for local government personnel on federal and state postdisaster response and recovery strategies and procedures. The division shall specify requirements for the minimum number of training hours that county or municipal administrators, county or city managers, county or municipal emergency management directors, and county or municipal public works directors or other officials responsible for the construction and maintenance of public infrastructure must complete biennially in addition to the training required pursuant to s. 252.38(1)(b). Such training may be provided by the division or, for county personnel, by a foundation that is a not-for-profit corporation under s. 501(c)(3) of the Internal Revenue Code and has a governing board that includes in its membership county commissioners and professional county staff. If training is provided by a foundation, such training must be approved by the division.

~~(x) Report biennially to the President of the Senate, the Speaker of the House of Representatives, the Chief Justice of the Supreme Court, and the Governor, no later than February 1 of every odd-numbered year, the status of the emergency management capabilities of the state and its political subdivisions. This report must include the emergency management capabilities related to public health emergencies, as determined in collaboration with the Department of Health.~~

(dd) Conduct, by April 1 of each year, an annual hurricane readiness session in each region designated by the division to facilitate coordination between all emergency management stakeholders. Each county emergency management director or his or her designee shall, and other county and municipal personnel may, attend the session for his or her region. A session must include, but is not limited to, guidance on timelines for preparation and response, information on state and federal postdisaster resources and assistance, guidance to promote efficient and expedited rebuilding of the community after a hurricane, best practices for coordination and communication among entities engaged in postdisaster response and recovery, and discussion of any outstanding county or municipal preparedness or readiness needs.

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Section 8. Subsection (4) of section 252.355, Florida Statutes, is renumbered as subsection (5), paragraph (b) of subsection (2) is amended, and a new subsection (4) is added to that section, to read:

252.355 Registry of persons with special needs; notice; registration program.—

(2) In order to ensure that all persons with special needs may register, the division shall develop and maintain a special needs shelter registration program. During a public health emergency in which physical distancing is necessary, as determined by the State Health Officer, the division must maintain information on special needs shelter options that mitigate the threat of the spread of infectious diseases.

(b) To assist in identifying persons with special needs, home health agencies, hospices, nurse registries, home medical equipment providers, the Department of Veterans' Affairs, the Department of Children and Families, the Department of Health, the Agency for Health Care Administration, the Department of Education, the Agency for Persons with Disabilities, the Department of Elderly Affairs, and memory disorder clinics shall, and any physician licensed under chapter 458 or chapter 459 and any pharmacy licensed under chapter 465 may, annually provide registration information to all of their special needs clients or their caregivers. The Florida Housing Finance Corporation shall enter into memoranda of understanding with the Department of Elderly Affairs and with the Agency for Persons with Disabilities to ensure special needs registration information is provided to residents of low-income senior independent living properties and independent living properties for persons with intellectual or developmental disabilities funded by the Florida Housing Finance Corporation, respectively. The division shall develop a brochure that provides information regarding special needs shelter registration procedures. The brochure must be easily accessible on the division's website. All appropriate agencies and community-based service providers, including aging and disability resource centers, memory disorder clinics, home health care providers, hospices, nurse registries, and home medical equipment providers, shall, and any physician licensed under chapter 458 or chapter 459 may, assist emergency management agencies by annually registering persons with special needs for special needs shelters, collecting registration information for persons with special needs as part of the program intake process, and establishing programs to educate clients about the registration process and disaster preparedness safety procedures. A client of a state-funded or federally funded service program who has a physical, mental, or cognitive impairment or sensory disability and who needs assistance in evacuating, or when in a shelter, must register as a person with special needs. The registration program shall give persons with special needs the option of preauthorizing emergency response personnel to enter their homes during search and rescue operations if necessary to ensure their safety and welfare following disasters.

(4) The caregiver of a person with special needs who is eligible for admission to a special needs shelter, and all persons for whom he or she is the caregiver, shall be allowed to shelter together in the special needs shelter. If a person with special needs is responsible for the care of persons without special needs, those persons shall be allowed to use the special needs shelter with the person with special needs.

Section 9. Effective January 1, 2026, subsection (2) of section 252.3611, Florida Statutes, is amended, and subsection (5) is added to that section, to read:

252.3611 Transparency; audits.—

(2) If ~~When~~ the duration of a declaration of a state of ~~an~~ emergency issued by the Governor exceeds 90 days:

(a)1. The Executive Office of the Governor or the appropriate agency, within 72 hours after ~~of~~ executing a contract executed with moneys authorized for expenditure to support the response to the declared state of emergency, must ~~the Executive Office of the Governor or the appropriate agency shall~~ submit a copy of such contract to the Legislature. For contracts executed during the first 90 days of the declared state of emergency, the Executive Office of the Governor or the appropriate agency shall submit a copy to the Legislature within the first 120 days of the declared state of emergency.

2. All contracts executed to support the response to a declared state of emergency, including contracts executed before a declared state of emergency to secure resources or services in advance or anticipation of an emergency, must be posted on the secure contract tracking system required under s. 215.985(14).

(b) The Executive Office of the Governor or the appropriate agency shall submit monthly reports to the Legislature of all state expenditures, revenues received, and funds transferred by an agency during the previous month to support the declared state of emergency.

(5) Annually, by January 15, the division shall report to the President of the Senate, the Speaker of the House of Representatives, and the chairs of the appropriations committee of each house of the Legislature on expenditures related to emergencies incurred over the year from November 1 of the previous year. The report must include:

(a) A separate summary of each emergency event, whether complete or ongoing, and key actions taken by the division.

(b) Details of expenditures, separated by emergency event and agency, for preparing for, responding to, or recovering from the event. The report must specify detailed expenditures for the entire report time period; specify total expenditures for the event; and indicate amounts that are being or are anticipated to be reimbursed by the Federal Emergency Management

Agency or other federal entity, amounts ineligible for reimbursement, and any amounts deobligated by the Federal Emergency Management Agency or other federal entity for reimbursement. The division shall review expenditures by state agencies to ensure that efforts, purchases, contracts, or expenditures are not duplicated.

(c) An accounting of all inventory and assets purchased, separated by emergency event and agency, for preparing for, responding to, or recovering from the event, including motor vehicles, boats, computers, and other equipment, and the current status of such assets, including divestment, sale, or donation by the state. The report must include a detailed accounting for the entire report time period and specify a total for the event.

Section 10. Paragraph (a) of subsection (1) of section 252.363, Florida Statutes, is amended to read:

252.363 Tolling and extension of permits and other authorizations.—

(1)(a) The declaration of a state of emergency issued by the Governor for a natural emergency tolls the period remaining to exercise the rights under a permit or other authorization for the duration of the emergency declaration. Further, the emergency declaration extends the period remaining to exercise the rights under a permit or other authorization for 24 months in addition to the tolled period. The extended period to exercise the rights under a permit or other authorization may not exceed 48 months in total in the event of multiple natural emergencies for which the Governor declares a state of emergency. The tolling and extension of permits and other authorizations under this paragraph shall apply retroactively to September 28, 2022, except in the case of the formal determination of the delineation of the extent of wetlands under s. 373.421, in which case tolling and extension of determinations under this paragraph shall apply retroactively to January 1, 2023. This paragraph applies to the following:

1. The expiration of a development order issued by a local government.

2. The expiration of a building permit.

3. The expiration of a permit issued by the Department of Environmental Protection or a water management district pursuant to part IV of chapter 373.

4. Permits issued by the Department of Environmental Protection or a water management district pursuant to part II of chapter 373 for land subject to a development agreement under ss. 163.3220-163.3243 in which the permittee and the developer are the same or a related entity.

5. The buildout date of a development of regional impact, including any extension of a buildout date that was previously granted as specified in s. 380.06(7)(c).

6. The expiration of a development permit or development agreement authorized by Florida Statutes, including those authorized under the Florida Local Government Development Agreement Act, or issued by a local government or other governmental agency.

7. The formal determination of the delineation of the extent of wetlands under s. 373.421.

Section 11. Subsection (4) of section 252.365, Florida Statutes, is amended to read:

252.365 Emergency coordination officers; disaster-preparedness plans.

(4) On or before May 1 of each year, the head of each agency shall notify the Governor and the division in writing of the person initially designated as the emergency coordination officer for such agency and her or his alternate and of any changes in persons so designated thereafter.

Section 12. Section 252.3655, Florida Statutes, is amended to read:

252.3655 Natural hazards risks and mitigation interagency coordinating group ~~workgroup~~.—

(1)(a) An interagency coordinating group ~~workgroup~~ is created for the purpose of sharing information on the current and potential risks and impacts of natural hazards throughout this ~~the~~ state, coordinating the ongoing efforts of state agencies in addressing and mitigating the risks and impacts of natural hazards, and collaborating on statewide initiatives to address and mitigate the risks and impacts of natural hazards. As used in this section, the term "natural hazards" includes, but is not limited to, extreme heat, drought, wildfire, sea-level change, high tides, storm surge, saltwater intrusion, stormwater runoff, flash floods, inland flooding, and coastal flooding.

(b) The agency head, or his or her designated senior manager, from each of the following agencies shall serve on the coordinating group:

1. Chief Resilience Officer of the Statewide Office of Resilience.

2. Department of Agriculture and Consumer Services.

3. Department of Commerce.

4. Department of Environmental Protection.

5. Department of Financial Services.

6. Department of Law Enforcement.

7. Department of Highway Safety and Motor Vehicles.

8. Department of Military Affairs.

9. Division of Emergency Management.

10. Department of Transportation.

11. Fish and Wildlife Conservation Commission.

12. Office of Insurance Regulation.

13. Public Service Commission.

14. Each water management district ~~Each agency within the executive branch of state government, each water management district, and the Florida Public Service Commission shall select from within such agency a person to be designated as the agency liaison to the workgroup~~.

(c) The director of the Division of Emergency Management, or his or her designee, shall serve as the administrator ~~liaison to and coordinator~~ of the coordinating group ~~workgroup~~.

(d) Each agency representative ~~liaison~~ shall provide information from his or her respective agency, including all relevant reports, on the current and potential risks and impacts of natural hazards to this state ~~to his or her agency~~, agency resources available, and efforts made by the agency to address and mitigate the risks and impacts of ~~against~~ natural hazards~~, and efforts made by the agency to address the impacts of natural hazards~~.

(e)1. The coordinating group ~~workgroup~~ shall meet in person or by means of communications media technology as provided in s. 120.54(5)(b)2. at least ~~teleconference on a~~ quarterly ~~basis~~ to share information, leverage agency resources, coordinate ongoing efforts, and provide information for inclusion in the annual progress report submitted pursuant to subsection (2). Agency heads for the agencies listed in paragraph (b) shall meet in person at least annually to collectively strategize and prioritize state efforts.

2. Information regarding the coordinating group, including meeting agendas and reports, must be posted in a conspicuous location on the division's website.

(2)(a) On behalf of the coordinating group ~~workgroup~~, the division ~~of Emergency Management~~ shall prepare an annual progress report on the implementation of the state's hazard mitigation plan, developed and submitted in accordance with 42 U.S.C. s. 5165 and any implementing regulations, as it relates to natural hazards. At a minimum, the annual progress report must:

1. Assess each agency's ~~the relevance, level, and significance of current agency~~ efforts to address and mitigate the risks and impacts of natural hazards; ~~and~~

2. Strategize and prioritize ongoing efforts to address and mitigate the risks and impacts of natural hazards;

3. Provide recommendations regarding statutory changes and funding that may assist in addressing or mitigating the risks and impacts of natural hazards; and

4. Provide recommendations for state and local natural hazard mitigation strategies.

(b) ~~Each liaison is responsible for ensuring that the workgroup's annual progress report is posted on his or her agency's website.~~

~~(c)~~ By January 1 of each year, ~~2019, and each year thereafter,~~ the division on behalf of the coordinating group ~~workgroup~~ shall submit the annual progress report to the Governor, the President of the Senate, and the Speaker of the House of Representatives.

Section 13. Paragraphs (c) and (d) of subsection (5) of section 252.37, Florida Statutes, are redesignated as paragraphs (d) and (e), respectively, a new paragraph (c) is added to that subsection, and subsection (7) is added to that section, to read:

252.37 Financing.—

(5) Unless otherwise specified in the General Appropriations Act:

(c) If the division intends to accept or apply for federal funds for a division-administered program that is new, that will be implemented in a manner that is innovative or significantly different from the manner in which the program is typically administered, or that will require a state match for which the division will be required to seek new budget authority, the division must notify the Legislature of its intent to accept or apply for the federal funds. The notice must detail the federal program under which the funds will be accepted or applied for, the intended purpose and use of the funds, and the amount of funds, including the estimated state match.

(7) The division shall take steps to maximize the availability and expedite the distribution of financial assistance from the Federal Government to state and local agencies. Such steps must include the standardization and streamlining of the application process for financial assistance through the federal Public Assistance Program and provision of assistance to applicants in order to mitigate the risk of noncompliance with federal program requirements. The division shall use federal funds allocated as management costs or other funds as appropriated to implement this subsection.

Section 14. Paragraph (a) of subsection (2) of section 252.373, Florida Statutes, is amended to read:

252.373 Allocation of funds; rules.—

(2) The division shall allocate funds from the Emergency Management, Preparedness, and Assistance Trust Fund to local emergency management

agencies and programs pursuant to criteria specified in rule. Such rules shall include, but are not limited to:

(a) Requiring that, at a minimum, a local emergency management agency either:

1. Have a program director who works at least 40 hours a week in that capacity; or

2. If the county has fewer than 75,000 population or is party to an interjurisdictional emergency management agreement entered into pursuant to s. 252.38(3)(c) ~~s. 252.38(3)(b)~~, that is recognized by the Governor by executive order or rule, have an emergency management coordinator who works at least 20 hours a week in that capacity.

Section 15. Paragraphs (a) and (b) of subsection (3) of section 252.38, Florida Statutes, are redesignated as paragraphs (b) and (c), respectively, a new paragraph (a) is added to that subsection, and paragraph (a) of subsection (1) is amended, to read:

252.38 Emergency management powers of political subdivisions.—Safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the state.

(1) COUNTIES.—

(a) In order to provide effective and orderly governmental control and coordination of emergency operations in emergencies within the scope of ss. 252.31-252.90, each county within this state shall be within the jurisdiction of, and served by, the division. Except as otherwise provided in ss. 252.31-252.90, each local emergency management agency shall have jurisdiction over and serve an entire county. Unless part of an interjurisdictional emergency management agreement entered into pursuant to paragraph (3)(c) ~~(3)(b)~~ which is recognized by the Governor by executive order or rule, each county must establish and maintain such an emergency management agency and shall develop a county emergency management plan and program that is coordinated and consistent with the state comprehensive emergency management plan and program. Counties that are part of an interjurisdictional emergency management agreement entered into pursuant to paragraph (3)(c) ~~(3)(b)~~ which is recognized by the Governor by executive order or rule shall cooperatively develop an emergency management plan and program that is coordinated and consistent with the state comprehensive emergency management plan and program.

(3) EMERGENCY MANAGEMENT POWERS; POLITICAL SUBDIVISIONS.—

(a) Each political subdivision shall notify the division on or before May 1 each year of the person designated as the emergency contact for the political subdivision and his or her alternate and of any changes in persons so

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designated thereafter. For a county, the emergency contact must be the county emergency management director.

Section 16. Section 252.381, Florida Statutes, is created to read:

252.381 Information related to natural emergencies; poststorm county and municipal permitting; operations.—

(1) Each county and municipality must post on its publicly accessible website:

(a) A frequently asked questions web page related to natural emergency response, emergency preparedness, and public relief for residents following an emergency. The web page must answer questions concerning resident evacuations; safety tips; generator, food and drinking water, and wastewater and stormwater safety; damage assessment; debris cleanup; accessing assistance through the Federal Emergency Management Agency and this state; building recovery; natural emergency guidance; applicable laws; and what to do before, during, and after an emergency.

(b) A disaster supply list and a list of emergency shelters.

(c) Links to information about flood zones.

(d) A checklist for residents explaining next steps to take during postdisaster recovery.

(e) Information specific to persons with disabilities, including, but not limited to, guidelines for special needs shelter registration; an explanation of how to register for special needs shelters and where to obtain assistance with that process; guidelines as to the level of care that is or is not provided at a special needs shelter as well as situations when either a general population shelter or hospital should be considered; and any other postdisaster assistance or resources available to affected persons with disabilities impacted by a disaster.

(2)(a) Each county and municipality shall develop a poststorm permitting plan to expedite recovery and rebuilding by providing for special building permit and inspection procedures after a hurricane or tropical storm. The plan must, at a minimum:

1. Ensure sufficient personnel are prepared and available to expeditiously manage postdisaster building inspection, permitting, and enforcement tasks. The plan must anticipate conditions that would necessitate supplemental personnel for such tasks and address methods for fulfilling such personnel needs, including through mutual aid agreements as authorized in s. 252.40, other arrangements, such as those with private sector contractors, or supplemental state or federal funding. The plan must include training requirements and protocols for supplemental personnel to ensure compliance with local floodplain management requirements that apply within the county or municipality.

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2. Account for multiple or alternate locations where building permit services may be offered in person to the public following a hurricane or tropical storm during regular business hours.

3. Specify a protocol to expedite permitting procedures and, if practicable, for the waiver or reduction of applicable fees in accordance with and in addition to the procedures and waivers provided for under s. 553.7922. The plan must identify the types of permits that are frequently requested following a hurricane or tropical storm and methods to expedite the processing of such permits.

4. Specify procedures and resources necessary to promote expeditious debris removal following a hurricane or tropical storm.

(b) Each county and municipality shall update the plan no later than May 1 annually.

(3)(a) By May 1 annually, each county and municipality shall publish on its website a hurricane and tropical storm recovery permitting guide for residential and commercial property owners. The guide must describe:

1. The types of poststorm repairs that require a permit and applicable fees.

2. The types of poststorm repairs that do not require a permit.

3. The poststorm permit application process and specific modifications the county or municipality commonly makes to expedite the process, including the physical locations where permitting services will be offered.

4. Local requirements for rebuilding specific to the county or municipality, including elevation requirements following substantial damage and substantial improvement pursuant to the National Flood Insurance Program (NFIP) and any local amendments to the building code.

(b) As soon as practicable following a hurricane or tropical storm, a county or municipality within the area for which a state of emergency pursuant to s. 252.36 for such hurricane or tropical storm is declared shall publish updates on its website to the information required under paragraph (a) which are specific to such storm, including any permitting fee waivers or reductions.

(4) For 180 days after a state of emergency is declared pursuant to s. 252.36 for a hurricane or tropical storm, a county or municipality within the area for which the state of emergency is declared may not increase building permit or inspection fees.

(5) On or before May 1, 2026, each county and municipality must provide an online option for receiving, reviewing, and accessing substantial damage and substantial improvement letters. The county or municipality must allow

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homeowners to provide an e-mail address where they can receive digital copies of such letters.

(6) As soon as reasonably practicable following the landfall and passage of a hurricane or tropical storm, each county and municipality that has experienced a direct impact from a natural emergency must use its best efforts to open a permitting office at which residents can access government services for at least 40 hours per week.

Section 17. Subsections (2) and (3) of section 252.385, Florida Statutes, are amended to read:

252.385 Public shelter space; public records exemption.—

(2)~~(a)~~ The division shall administer a program to survey existing schools, universities, community colleges, and other state-owned, municipally owned, and county-owned public buildings and any private facility that the owner, in writing, agrees to provide for use as a public hurricane evacuation shelter to identify those that are appropriately designed and located to serve as such shelters. The owners of the facilities must be given the opportunity to participate in the surveys. The state university boards of trustees, district school boards, community college boards of trustees, and the Department of Education are responsible for coordinating and implementing the survey of public schools, universities, and community colleges with the division or the local emergency management agency.

~~(b) By January 31 of each even-numbered year, the division shall prepare and submit a statewide emergency shelter plan to the Governor and Cabinet for approval, subject to the requirements for approval in s. 1013.37(2). The emergency shelter plan must project, for each of the next 5 years, the hurricane shelter needs of the state, including periods of time during which a concurrent public health emergency may necessitate more space for each individual to accommodate physical distancing. In addition to information on the general shelter needs throughout this state, the plan must identify the general location and square footage of special needs shelters, by regional planning council region. The plan must also include information on the availability of shelters that accept pets. The Department of Health shall assist the division in determining the estimated need for special needs shelter space and the adequacy of facilities to meet the needs of persons with special needs based on information from the registries of persons with special needs and other information.~~

(3)(a) The division shall annually provide by October 15 to the Governor, the President of the Senate, and the Speaker of the House of Representatives a report that includes~~, and the Governor~~ a list of facilities recommended to be retrofitted using state funds. State funds should be maximized and targeted to projects in counties ~~regional planning council regions~~ with hurricane evacuation shelter deficits. Additionally, the division shall prioritize on the list of recommended facilities other state-owned, municipal-owned, and county-owned public buildings, other than schools, for

retrofitting using state funds. The owner or lessee of a public hurricane evacuation shelter that is included on the list of facilities recommended for retrofitting is not required to perform any recommended improvements.

(b) The report required in paragraph (a) must include a statewide emergency shelter plan that must project, for each of the next 5 years, the hurricane shelter needs of the state. In addition to information on the general shelter needs throughout this state, the plan must identify, by county, the general location and square footage of special needs shelters. The plan must also include information on the availability of shelters that accept pets. The Department of Health and the Agency for Persons with Disabilities shall assist the division in determining the estimated need for special needs shelter space, the estimated need for general shelter space to accommodate persons with developmental disabilities, including, but not limited to, autism, and the adequacy of facilities to meet the needs of persons with special needs based on information from the registries of persons with special needs and other information.

Section 18. Section 252.422, Florida Statutes, is created to read:

252.422 Restrictions on county or municipal regulations after a hurricane.—

(1) As used in this section, the term "impacted local government" means a county listed in a federal disaster declaration located entirely or partially within 100 miles of the track of a storm declared to be a hurricane by the National Hurricane Center while the storm was categorized as a hurricane or a municipality located within such a county.

(2) For 1 year after a hurricane makes landfall, an impacted local government may not propose or adopt:

(a) A moratorium on construction, reconstruction, or redevelopment of any property.

(b) A more restrictive or burdensome amendment to its comprehensive plan or land development regulations.

(c) A more restrictive or burdensome procedure concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined in s. 163.3164.

(3) Notwithstanding subsection (2), a comprehensive plan amendment, land development regulation amendment, site plan, development permit, or development order approved or adopted by an impacted local government before or after the effective date of this act may be enforced if:

(a) The associated application is initiated by a private party other than the impacted local government and the property that is the subject of the application is owned by the initiating private party;

(b) The proposed comprehensive plan amendment was submitted to reviewing agencies pursuant to s. 163.3184 before landfall; or

(c) The proposed comprehensive plan amendment or land development regulation is approved by the state land planning agency pursuant to s. 380.05.

(4)(a) Any person may file suit against any impacted local government for declaratory and injunctive relief to enforce this section.

(b) A county or municipality may request a determination by a court of competent jurisdiction as to whether such action violates this section. Upon such a request, the county or municipality may not enforce the action until the court has issued a preliminary or final judgment determining whether the action violates this section.

(c) Before a plaintiff may file suit, the plaintiff shall notify the impacted local government by setting forth the facts upon which the complaint or petition is based and the reasons the impacted local government's action violates this section. Upon receipt of the notice, the impacted local government shall have 14 days to withdraw or revoke the action at issue or otherwise declare it void. If the impacted local government does not withdraw or revoke the action at issue within the time prescribed, the plaintiff may file suit. The plaintiff shall be entitled to entry of a preliminary injunction to prevent the impacted local government from implementing the challenged action during pendency of the litigation. In any action instituted pursuant to this paragraph, the prevailing plaintiff shall be entitled to reasonable attorney fees and costs.

(d) In any case brought under this section, all parties are entitled to the summary procedure provided in s. 51.011, and the court shall advance the cause on the calendar.

(5) The Office of Program Policy Analysis and Government Accountability (OPPAGA) shall conduct a study on actions taken by local governments after hurricanes which are related to comprehensive plans, land development regulations, and procedures for review, approval, or issuance of site plans, permits, or development orders. The study must focus on the impact that local governmental actions, including moratoriums, ordinances, and procedures, have had or may have on construction, reconstruction, or redevelopment of any property damaged by hurricanes. In its research, OPPAGA shall survey stakeholders that play integral parts in the rebuilding and recovery process. OPPAGA shall make recommendations for legislative options to remove impediments to the construction, reconstruction, or redevelopment of any property damaged by a hurricane and prevent the implementation by local governments of burdensome or restrictive procedures and processes. OPPAGA shall submit the report to the President of the Senate and the Speaker of the House of Representatives by December 1, 2025.

Section 19. Effective January 1, 2026, section 252.505, Florida Statutes, is created to read:

252.505 Breach of contract during emergency recovery periods for natural emergencies.—Each state or local government contract for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, must include a provision that requires a vendor or service provider that breaches such contract during an emergency recovery period to pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages. As used in this section, the term "emergency recovery period" means a 1-year period that begins on the date that the Governor initially declared a state of emergency for a natural emergency.

Section 20. Subsection (4) is added to section 373.423, Florida Statutes, to read:

373.423 Inspection.—

(4)(a) By September 1, 2026, the department shall submit a Flood Inventory and Restoration Report to the Division of Emergency Management. The department must work with water management districts, local governments, and operators of public and private stormwater management systems to compile the necessary information for the report, which must:

1. Identify priority infrastructure needs within each water management district jurisdiction that may result in flooding or property damage or threaten human health if left unaddressed;

2. Identify locations that have both historic flooding occurrences, based on flood zones identified by the Federal Emergency Management Agency, and the potential to flood from future significant storm events, such as hurricanes and tropical storms;

3. For each location identified in subparagraph 1. or subparagraph 2., include an inspection and maintenance schedule and specific information on the age of the infrastructure, upstream impacts, and other factors that may lead to system failure if unaddressed; and

4. Include a list of facilities prioritized for funding to address flooding issues.

(b) The owner of any priority infrastructure identified in the report must submit an inspection and maintenance schedule to the department.

(c) The department must review and update the report on a biannual basis. The report must provide information regarding compliance with the inspection and maintenance schedules, include any additional revisions based on storm event experience, and revise the list of facilities as new flooding events take place and new projects are implemented to alleviate infrastructure deficiencies which led to flooding events. The department

must submit an updated report to the Division of Emergency Management by September 1 of each year in which the report is due.

Section 21. Paragraph (a) of subsection (9) of section 380.0552, Florida Statutes, is amended to read:

380.0552 Florida Keys Area; protection and designation as area of critical state concern.—

(9) MODIFICATION TO PLANS AND REGULATIONS.—

(a) Any land development regulation or element of a local comprehensive plan in the Florida Keys Area may be enacted, amended, or rescinded by a local government, but the enactment, amendment, or rescission becomes effective only upon approval by the state land planning agency. The state land planning agency shall review the proposed change to determine if it is in compliance with the principles for guiding development specified in chapter 27F-8, Florida Administrative Code, as amended effective August 23, 1984, and must approve or reject the requested changes within 60 days after receipt. Amendments to local comprehensive plans in the Florida Keys Area must also be reviewed for compliance with the following:

1. Construction schedules and detailed capital financing plans for wastewater management improvements in the annually adopted capital improvements element, and standards for the construction of wastewater treatment and disposal facilities or collection systems that meet or exceed the criteria in s. 403.086(11) for wastewater treatment and disposal facilities or s. 381.0065(4)(l) for onsite sewage treatment and disposal systems.

2. Goals, objectives, and policies to protect public safety and welfare in the event of a natural disaster by maintaining a hurricane evacuation clearance time for permanent residents of no more than 24.5 ~~24~~ hours. The hurricane evacuation clearance time shall be determined by a hurricane evacuation study conducted in accordance with a professionally accepted methodology and approved by the state land planning agency. For purposes of hurricane evacuation clearance time:

a. Mobile home residents are not considered permanent residents.

b. The City of Key West Area of Critical State Concern established by chapter 28-36, Florida Administrative Code, shall be included in the hurricane evacuation study and is subject to the evacuation requirements of this subsection.

Section 22. The Department of Commerce shall conduct baseline modeling scenarios and gather data in order to determine a number of building permit allocations to be distributed in the Florida Keys Area based upon the hurricane evacuation clearance time provided in s. 380.0552(9)(a), Florida Statutes, as amended by this act. The permit allocations must be distributed to counties and municipalities based on the number of vacant buildable lots within each jurisdiction. The permit allocations must be

distributed over a period of at least 10 years but may not exceed 900 total permit allocations. All permits must be issued for vacant, buildable parcels, of which only one may be awarded for any individual parcel, and the distribution of which must prioritize allocations for owner-occupied residences, affordable housing, and workforce housing.

Section 23. Subsection (1) of section 400.063, Florida Statutes, is amended to read:

400.063 Resident protection.—

(1) The Health Care Trust Fund shall be used for the purpose of collecting and disbursing funds generated from the license fees and administrative fines as provided for in ss. 393.0673(5), 400.062(3), 400.121(2), and 400.23(8). Such funds shall be for the sole purpose of paying for the appropriate alternate placement, care, and treatment of residents who are removed from a facility licensed under this part or a facility specified in s. 393.0678(1) in which the agency determines that existing conditions or practices constitute an immediate danger to the health, safety, or security of the residents. If the agency determines that it is in the best interest of the health, safety, or security of the residents to provide for an orderly removal of the residents from the facility, the agency may utilize such funds to maintain and care for the residents in the facility pending removal and alternative placement. The maintenance and care of the residents shall be under the direction and control of a receiver appointed pursuant to s. 393.0678(1) or s. 400.126(1). However, funds may be expended in an emergency upon a filing of a petition for a receiver, upon the declaration of a state of local emergency pursuant to s. 252.38(3)(b)5. ~~s. 252.38(3)(a)5.~~, or upon a duly authorized local order of evacuation of a facility by emergency personnel to protect the health and safety of the residents.

Section 24. Subsection (7) of section 403.7071, Florida Statutes, is amended, and subsection (8) is added to that section, to read:

403.7071 Management of storm-generated debris.—Solid waste generated as a result of a storm event that is the subject of an emergency order issued by the department may be managed as follows:

(7) Unless otherwise specified in a contract or franchise agreement between a local government and a private solid waste or debris management service provider, a private solid waste or debris management service provider is not required to collect storm-generated yard trash, debris, or waste. Local governments are authorized and encouraged to add an addendum to existing contracts or franchise agreements for collection of storm-generated debris.

(8)(a) Each county and municipality shall apply to the department for authorization of at least one debris management site as described in subsection (2) and shall annually seek preauthorization for any previously approved debris management sites, as allowed by the department.

(b) A municipality may jointly apply for authorization of a debris management site with a county or at least one adjacent municipality, if the parties develop and approve a memorandum of understanding. Such memorandum must clearly outline the capacity of the debris management site and location of the site relative to each party. The memorandum of understanding must be approved annually as part of the preauthorization process described in paragraph (a).

Section 25. Section 489.1132, Florida Statutes, is created to read:

489.1132 Regulation of hoisting equipment used in construction, demolition, or excavation work during a hurricane.—

(1) As used in this section, the term:

(a) "Controlling entity" means the general contractor, prime contractor, or construction manager with overall responsibility for a construction project.

(b) "Hoisting equipment" means power-operated cranes, derricks, and hoists used in construction, demolition, or excavation work that are regulated by the Occupational Safety and Health Administration.

(c) "Mobile crane" means a type of hoisting equipment incorporating a cable-suspended latticed boom or hydraulic telescoping boom designed to be moved between operating locations by transport over a roadway. The term does not include a mobile crane with a boom length of less than 25 feet or a maximum rated load capacity of less than 15,000 pounds.

(d) "Tower crane" means a type of hoisting equipment using a vertical mast or tower to support a working boom in an elevated position if the working boom can rotate to move loads laterally either by rotating at the top of the mast or tower or by the rotation of the mast or tower itself, whether the mast or tower base is fixed in one location or ballasted and moveable between locations.

(2)(a) When a tower crane or mobile crane is located on a worksite, a hurricane preparedness plan for the crane must be available for inspection at the worksite.

(b) In preparation for a hurricane, the controlling entity must ensure that hoisting equipment is secured in the following manner no later than 24 hours before the impacts of the hurricane are anticipated to begin:

1. All hoisting equipment must be secured in compliance with manufacturer recommendations relating to hurricane and high-wind events, including any recommendations relating to the placement, use, and removal of advertising banners and rigging.

2. Tower crane turntables must be lubricated before the event.

3. Fixed booms on mobile cranes must be laid down whenever feasible.

4. Booms on hydraulic cranes must be retracted and stored.

5. The counterweights of any hoists must be locked below the top tie-in.

6. Tower cranes must be set in the weathervane position.

7. All rigging must be removed from hoist blocks.

8. All power at the base of tower cranes must be disconnected.

(3) A person licensed under this part who intentionally violates this section is subject to discipline under ss. 455.227 and 489.129.

(4) The Florida Building Commission shall establish best practices for the utilization of tower cranes and hoisting equipment on construction job sites during hurricane season and report its findings to the Legislature by December 31, 2026.

Section 26. Subsection (6) of section 553.902, Florida Statutes, is amended to read:

553.902 Definitions.—As used in this part, the term:

(6) "Renovated building" means a residential or nonresidential building undergoing alteration that varies or changes insulation, HVAC systems, water heating systems, or exterior envelope conditions, if the estimated cost of renovation exceeds 30 percent of the assessed value of the structure. However, if the alteration is a result of a natural disaster that is the subject of a declaration of a state of emergency by the Governor, the estimated cost of renovation must exceed 75 percent of the fair market value of the building before the natural disaster.

Section 27. The Division of Emergency Management shall consult with local governments, the Department of Business and Professional Regulation, the Department of Environmental Protection, and any other appropriate agencies to develop recommendations for statutory changes necessary to streamline the permitting process for repairing and rebuilding structures damaged during natural emergencies. By July 1, 2026, the division shall provide a report containing such recommendations to the President of the Senate and the Speaker of the House of Representatives.

Section 28. (1) Each county listed in the Federal Disaster Declaration for Hurricane Debby (DR-4806), Hurricane Helene (DR-4828), or Hurricane Milton (DR-4834), and each municipality within one of those counties, may not propose or adopt any moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes; propose or adopt more restrictive or burdensome amendments to its comprehensive plan or land development regulations; or propose or adopt more restrictive or burdensome procedures concerning review, approval, or issuance of a site

plan, development permit, or development order, to the extent that those terms are defined by s. 163.3164, Florida Statutes, before October 1, 2027, and any such moratorium or restrictive or burdensome comprehensive plan amendment, land development regulation, or procedure shall be null and void ab initio. This subsection applies retroactively to August 1, 2024.

(2) Notwithstanding subsection (1), any comprehensive plan amendment, land development regulation amendment, site plan, development permit, or development order approved or adopted by a county or municipality before or after the effective date of this act may be enforced if:

(a) The associated application is initiated by a private party other than the county or municipality.

(b) The property that is the subject of the application is owned by the initiating private party.

(3)(a) A resident of or the owner of a business in a county or municipality may bring a civil action for declaratory and injunctive relief against the county or municipality for a violation of this section. Pending adjudication of the action and upon filing of a complaint showing a violation of this section, the resident or business owner is entitled to a preliminary injunction against the county or municipality preventing implementation of the moratorium or the comprehensive plan amendment, land development regulation, or procedure. If such civil action is successful, the resident or business owner is entitled to reasonable attorney fees and costs.

(b) Attorney fees and costs and damages may not be awarded pursuant to this subsection if:

1. The resident or business owner provides the governing body of the county or municipality written notice that a proposed or enacted moratorium, comprehensive plan amendment, land development regulation, or procedure is in violation of this section; and

2. The governing body of the county or municipality withdraws the proposed moratorium, comprehensive plan amendment, land development regulation, or procedure within 14 days; or, in the case of an adopted moratorium, comprehensive plan amendment, land development regulation, or procedure, the governing body of a county or municipality notices an intent to repeal within 14 days after receipt of the notice and repeals the moratorium, comprehensive plan amendment, land development regulation, or procedure within 14 days thereafter.

(4) This section expires June 30, 2028.

Section 29. The Division of Law Revision is directed to replace the phrase "the effective date of this act" wherever it occurs in this act with the date this act becomes a law.

Section 30. Except as otherwise provided in this act, this act shall take effect upon becoming a law.

Approved by the Governor June 26, 2025.

Filed in Office Secretary of State June 26, 2025.

ITEM NO. 13.D

North Bay Village
Recommendation Memorandum

DATE: September 16, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Advisory Board Appointment - Village Clerk, Alba L. Chang

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RECOMMENDATION

BACKGROUND AND ANALYSIS

On August 18, 2025, Nick Martin, Chair of the Financial Advisory Board, submitted his resignation to the Village. Shortly after, on August 26, 2025, Board Member Sandi Horwitz also resigned from the Board. In response, the Village Communication Team advertised the vacancies, updating the posting to reflect both open positions on the Board.

As a result, the Village has received the following residents' applications for the Commission's review and consideration.

New Applicants for Financial Advisory Board:

FIRST NAME	LAST NAME	ISLAND	SERVED BEFORE?
Lars Valentin	Schoett	Treasure Island	No
Elizabeth K	Avalo	Treasure Island	No
Sidharth Rishi	Mehta, M.D.	Harbor Island	No

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONE

PERSONNEL IMPACT

None

ATTACHMENTS

FAB Applicants - Condensed List
FAB Application - Lars Schoett
FAB Application - Liz Avalos
FAB Application - Mr. Sidharth Mehta

FINANCIAL ADVISORY BOARD [FAB]

FIVE MEMBERS

The purpose of the **Financial Advisory Board** is to consider and make recommendations on all issues affecting the fiscal policies and procedures of the units and departments within the Village and to assist the Village Manager, Commission, and Village Staff in the establishment of priorities in the Village's yearly budget and to maintain supervision of any bond dollars except items that could create potential legal liability, such as, but not limited to, cone of silence, active procurements, contract disputes, and bid protests in which will be excluded.

FAB – NEW APPLICANTS

FIRST NAME	LAST NAME	ISLAND	SERVED BEFORE?
Lars Valentin	Schoett	Treasure Island	NO
Elizabeth K	Avalo	Treasure Island	NO
Sidharth Rishi	Mehta, M.D. [HE/HIM]	Harbor Island	NO

FAB – CURRENT MEMBERS

FIRST NAME	LAST NAME	ISLAND	SEAT
Paul	Jacob	Harbor Island	Vice Chair
Sandra Helena	Seifken	Harbor Island	Secretary
Marco	Zuniga	Harbor Island	Member
VACANT	**VACANT**	**VACANT**	**Member**
VACANT	**VACANT**	**VACANT**	**Member**

North Bay Village
ADVISORY BOARD APPLICATION FORM

Residents of North Bay Village are welcome to apply at any time; however, applications are only considered when there is a vacancy. Please be advised that all submitted board/committee applications are a public record subject to the disclosure of Chapter 119 of the Florida Statutes.

Please note that a resume and valid photo ID must be submitted with your application.

Please return the signed and completed application to:

North Bay Village Hall
1666 Kennedy Causeway, Suite 300 | North Bay Village, FL 33141 | ATTN: Village Clerk's Office
Email: villageclerk@nbvillage.com

APPLICANT'S INFORMATION

DATE 08/26/2025 NAME LARS SCHOETT

MAILING ADDRESS 7549 BOUNTY AVE ZIP 33141

EMAIL larsschott@icloud.com PHONE 9543483949

HOW DID YOU HEAR ABOUT US? WEBSITE ☐ FACEBOOK ☑ OTHER NEWS LETTER

ARE YOU A VILLAGE RESIDENT? YES ◉ NO ○ IF YES, HOW MANY YEARS? 2.5

VERIFICATION OF RESIDENCY:
(The following are required with the application)

Driver's License *(Required)*: ☑ Voter's Registration Card *(Required)*: ☐

WHICH ISLAND DO YOU LIVE ON? NORTH BAY ISLAND ☐ TREASURE ISLAND ☑ HARBOR ISLAND ☐

ARE YOU A REGISTERED VOTER? YES ◉ NO ○

ARE YOU A BUSINESS OWNER: YES ○ NO ◉ IF YES, HOW MANY YEARS? _____

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

ADVISORY BOARD SELECTION

HAVE YOU EVER SERVED ON A VILLAGE BOARD? YES ○ NO ◉

IF SO, WHICH BOARD: _____

Please choose your first, second, and third choices amongst the following Boards and Committees. If you are interested in only one, this should be indicated. (At any given time, board members may not serve on more than one board and one committee or on two boards or on two committees).

ANIMAL WELFARE ADVISORY BOARD	0	**COMMUNITY ENHANCEMENT ADVISORY BOARD**	0
RESIDENT SERVICES ADVISORY	0	**PLANNING AND ZONING BOARD**	0
BOARD FINANCIAL ADVISORY BOARD	0	**SUSTAINABILITY & RESILIENCE TASK FORCE**	0

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members Complete Form 1, Statement of Financial Interest, and all other Board Members complete "Source of Income Statement."

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE and HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD. WHAT YOU MAY BE ABLE TO CONTRIBUTE (YOU MAY ALSO SUBMIT THIS SEPARATELY):

Please refer to e-mail cover letter.

APPLICANT'S SIGNATURE: Lauy Sdtw **DATE:** 08/26/2025

ADVISORY BOARDS/COMMITTEES

Community Enhancement Advisory Board

Recognizing the value of scenic surroundings to tourists, prospective residents, and commercial developments, as well as the citizens and taxpayers of the Village, and further preserving the quality of the environment, the purpose of the Community Enhancement Board is to consider and advance improvements, programs, and services meant to enhance the aesthetic appeal of the Village.

Resident Services Advisory Board

The purpose of the Resident Services Board is to assist in the Village Mayor and Commission in developing programs, projects, and policies that improve the quality of life of the Village's residents, including, but not limited to, the youth of the community.

Financial Advisory Board

The purpose of the Financial Advisory Board is to consider and make recommendations on all issues affecting the fiscal policies and procedures of the units and departments within the Village and to assist the Village Manager, Commission, and Village Staff in the establishment of priorities in the Village's yearly budget and to maintain supervision of any bond dollars except items which could create potential legal liability, such as, but not limited to, cone of silence, active procurements, contract disputes and bid protests in which will be excluded.

Animal Welfare Advisory Board

The purpose of the Animal Welfare Advisory Board is to consider matters relating to animal control within the Village limits and improve the Village's ability to handle animal issues effectively.

Sustainability and Resiliency Task Force

The Sustainability and Resiliency Task Force aims to provide technical assistance and advice to the North Bay Village Commission as mitigation and adaptation measures to respond to global warming climate change.

Planning and Zoning Advisory Board

The purpose of the Planning and Zoning Board is to recommend to the Village Commission all matters within the general purview of planning, zoning, and development.

LARS SCHOTT

FINANCE & IT EXECUTIVE

North Bay Village, FL +1-954-348-3949 larsschott@icloud.com

SUMMARY

Experienced Vice President with a long history of working in Finance and the Telecommunications industry reporting to C-level executive leadership; current role in multi-national company with $4BN+ in revenues and 10,000+ employees across over 20 markets in Latin America, Caribbean and USA. Highly experienced in working in global multi-cultural organizations, providing hands-on senior leadership of business transformations while building a strong leadership culture.

Solid background in delivering tangible business performance improvements, multi-million post-merger synergies and cost benefits through developing and executing change management strategies, digital transformations, re-structuring programs and integration initiatives across Finance, IT and Commercial Operations. Proven track record in leadership development as well as providing oversight to establishing new operating models; development of organizations with an open and transparent culture, and ensuring relevant business processes are deployed with the proper tools and systems to maximize performance and automation needs.

Demonstrated and internally recognized key skills include People Management of senior leaders in large organizations, management of Post-merger Integration programs, Revenue Assurance & Fraud Prevention Management, Telecom Retail and Wholesale Billing, Business Process and Finance Controls Compliance Optimization, Project Management, IT Strategy Development, and Digital Transformations.

EDUCATION

School of Economics, Business & Law, Gothenburg University, Sweden

MSc Management and Financial Accounting

- Leadership Program Effectiveness Evaluation

- Valuation Models Intangible Assets

KEY SKILLS

- **Leadership Development**
- **Organizational Development**
- **Risk & Compliance Controls**
- **Finance Controls**
- **Process Improvement**
- **Performance Management**
- **Billing & Collections**
- **Cost Structure Transformation**
- **Digital / IT Strategy**
- **Post-merger Integration**

EXPERIENCE

Apr 2018 - present

VP, Revenue Management (Group Finance) • **Cable & Wireless Communications / Liberty Latin America** • Miami, FL

Group Revenue Assurance & Fraud Management, Finance Billing Operations, Carrier Billing Operations and Customer Payment Operations across 20 markets and Business Units - reporting to Group CFO. Leading a dedicated team of senior Finance leaders and professionals to transform but also run daily operations of the C&W Group Revenue Management function.

Key achievements: delivered new Operating Model; 50% OPEX reduction through digital initiatives in Risk and Billing & Collections; significant increase in controls framework scope and process automation; significant improvement in staff engagement scores through building a strong culture; awarded Top 10 Manager recognition four (4) consecutive years

Apr 2017 – Mar 2018

VP, Operational Excellence (Group Transformation Office) • **Cable & Wireless Communications** (Liberty Global) • Miami, FL

Operational Excellence (Transformation Office) - reporting to Chief Transformation Officer. Identifying, planning, and executing key transformation initiatives across Digital, Finance, Technology and Customer Experience.

Key achievements: supported transformation of Company Operating Model; overall program delivered $49M in cost savings; supported break-down of functional silos and encouraged staff to a mindset of continuous improvement.

Jul 2015 – Mar 2017

Senior Director, Integration & PMO (Group HR & Integration) • **Cable & Wireless Communications** • Miami, FL

Integration PMO – reporting to Senior Vice President, Integration. Overall program manager of integration between Cable & Wireless Communications and Columbus International operations across all center work streams and 17 markets (Finance, Customer Experience, Legal, IT, Network, HR, Marketing, Procurement).

Key achievements: supported delivery of $85M in cost synergies; re-branded 17 B2C / B2B markets; established combined Operating Model.

Sep 2007 – Jun 2015
Senior Advisory Consultant (CEO / COO Office) • **Columbus Communications Inc.** • Miami, FL

Corporate PMO – reporting to CEO and COO. Established and managed Columbus Communication's Corporate PMO in terms of people, processes and tools to drive executive sponsored programs across the business covering post-merger Integrations and strategic initiatives in Finance, Customer Experience, IT, Technology, Product and Marketing.

Apr 2002 – Apr 2009
Senior Consultant / Project Manager (Telecom Consultancy – IT & Billing) • **EC2B Business Partner AB** • Stockholm, Sweden

Apr 1999 – Apr 2002
Senior Consultant / Project Manager (Telecom Consultancy – IT & Billing) • **Kipling Systems Integration AB** • Gothenburg, Sweden

Mar 2001 – Feb 2002
Senior Consultant / Project Manager (Telecom Consultancy – IT & Billing) • **Telia Sonera** • Copenhagen, Denmark

Jan 1999 – Feb 2001
Consultant / Project Manager (Telecom Billing) • **Ericsson Hewlett Packard AB** • Stockholm, Sweden

KEY TECHNICAL SKILLS

PowerPoint Presentations – Expert Level | **Microsoft Office Product Suite** – Expert Level | **Visio** – Advanced Level | **Telecom BSS / OSS Systems** – Strategic User Level | **Oracle / RDMS** – Advanced Level

REFERENCES

Available upon request

Please accept my application for the open position in North Bay Village's Financial Advisory Board - resume attached.

I am a resident of North Bay Village since January 2023. My professional experience includes over 10 years of senior leadership roles within the Finance domain, overseeing Financial Controls and Risk and Compliance frameworks.

I would like to support the continued development of the community, and I believe my background and experience would be suitable for the Financial Advisory Board.

Sincerely,
Lars Schoett

7549 Bounty Ave
North Bay Village, FL 33139

[Logo]<https://northbayvillage-fl.gov>
Alba Chang
Village Clerk
Phone: (305) 756-7171
Mobile:
Email: villageclerk@nbvillage.com
Website: northbayvillage-fl.gov<https://northbayvillage-fl.gov>
Address: 1666 Kennedy Causeway Suite 300 North Bay Village, FL.33141
[facebook icon]<https://rb.gy/maiw1> [twitter icon] <https://rb.gy/a066z>
[youtube icon] <https://rb.gy/v5gq5> [linkedin icon] <https://rb.gy/fb0wn>
[instagram icon] <https://rb.gy/ruklf>
PLEASE NOTE: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From:	Lars Schott
To:	Alba L. Chang, CMC
Cc:	Isabel Betancourt
Subject:	Fwd: [ALERT External Email] Application Financial Advisory Board
Date:	Tuesday, August 26, 2025 1:08:27 PM
Attachments:	2025-08-23 RESUME LARS SCHOTT.pdf ADVISORY BOARD COMMITTEE APPLICATION rev 2025 - LARS SCHOTT.pdf Drivers license LARS SCHOETT NBV - front.pdf ADVISORY BOARD COMMITTEE APPLICATION rev 2025.pdf 2025-08-23 RESUME LARS SCHOTT.pdf

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Good afternoon,

Please find completed application form and copy of Driver's License attached.

Regards
Lars Schott (Mr)

Begin forwarded message:

From: "Alba L. Chang, CMC" <villageclerk@nbvillage.com>
Subject: RE: [ALERT External Email] Application Financial Advisory Board
Date: August 26, 2025 at 12:21:35 PM EDT
To: Lars Schott <larsschott@icloud.com>
Cc: Isabel Betancourt <IBetancourt@nbvillage.com>

Ms. Schott,

Thank you for your interest in serving our Village and for submitting your resume for the open position on the North Bay Village Financial Advisory Board.

To proceed with your application, could you kindly fill out the attached application form and provide a copy of your driver's license as proof of residency. This will help us verify your eligibility and move forward with the selection process.

We truly appreciate your desire to support our community, and we look forward to reviewing your application.

-----Original Message-----
From: Lars Schott <larsschott@icloud.com>
Sent: Tuesday, August 26, 2025 11:38 AM
To: Alba L. Chang, CMC <villageclerk@nbvillage.com>
Subject: [ALERT External Email] Application Financial Advisory Board

Dear Village Clerk,

North Bay Village
ADVISORY BOARD APPLICATION FORM

Residents of North Bay Village are welcome to apply at any time; however, applications are only considered when there is a vacancy. Please be advised that all submitted board/committee applications are a public record subject to the disclosure of Chapter 119 of the Florida Statutes.

Please note that a resume and valid photo ID must be submitted with your application.

Please return the signed and completed application to:

North Bay Village Hall
1666 Kennedy Causeway, Suite 300 | North Bay Village, FL 33141 | ATTN: Village Clerk's Office
Email: villageclerk@nbvillage.com

APPLICANT'S INFORMATION

DATE 8/27/20 NAME Elizabeth (Liz) Avalo

MAILING ADDRESS 1790 S. Treasure Dr. Unit 3C, NBV, Fl. ZIP 33141

EMAIL eavalo@dgpinnacle.com PHONE 305-331-5514

HOW DID YOU HEAR ABOUT US? WEBSITE ☐ FACEBOOK ☐ OTHER The Island Insider

ARE YOU A VILLAGE RESIDENT? YES ◉ NO ○ IF YES, HOW MANY YEARS? 8 years

VERIFICATION OF RESIDENCY:
(The following are required with the application)

Driver's License *(Required)*: ☑ Voter's Registration Card *(Required)*: ☑

WHICH ISLAND DO YOU LIVE ON? NORTH BAY ISLAND ☐ TREASURE ISLAND ☑ HARBOR ISLAND ☐

ARE YOU A REGISTERED VOTER? YES ◉ NO ○

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NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

ADVISORY BOARD SELECTION

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IF SO, WHICH BOARD: _____

Please choose your first, second, and third choices amongst the following Boards and Committees. If you are interested in only one, this should be indicated. (At any given time, board members may not serve on more than one board and one committee or on two boards or on two committees).

ANIMAL WELFARE ADVISORY BOARD	0	**COMMUNITY ENHANCEMENT ADVISORY BOARD**	0
RESIDENT SERVICES ADVISORY	0	**PLANNING AND ZONING BOARD**	0
BOARD FINANCIAL ADVISORY BOARD	1	**SUSTAINABILITY & RESILIENCE TASK FORCE**	0

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members Complete Form 1, Statement of Financial Interest, and all other Board Members complete "Source of Income Statement."

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE and HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD. WHAT YOU MAY BE ABLE TO CONTRIBUTE (YOU MAY ALSO SUBMIT THIS SEPARATELY):

My college degree is in accounting; I have been in the Mortgage Industry over 34 years. I moved to North Bay Village on 5/1/2017 as a Tenant, then ending up buying the Unit on 6/10/2019. 8/2019 I was voted in as the President of my Condo Board at Bay Village Condo. I have been serving as President for over 6 years now. I volunteer at the Food Bank at my church, along with many other functions. I have two children, divorced, I have owned homes, I am financially savvy. I think I would be an asset to the Financial Advisory Board with all the experience & knowledge in finances. I also like to help my Neighbors & Community in any way I can. I am a member of Broward FAMP (Florida Association Mortgage Professionals, I have been a Mortgage Processor, Mortgage Underwriter, Operations Manager, I also maintain my Mortgage Broker License (NMLS). I am a well-rounded person that is bilingual, good with numbers, caring of others, and team player.

APPLICANT'S SIGNATURE: E. Avalo **DATE:** 8/28/2025

ADVISORY BOARDS/COMMITTEES

Community Enhancement Advisory Board

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Planning and Zoning Advisory Board

The purpose of the Planning and Zoning Board is to recommend to the Village Commission all matters within the general purview of planning, zoning, and development.

Elizabeth Avalo
1790 S. Treasure Drive
Unit 3C
Miami, Fl. 33141
305-331-5514

Objective A challenging and rewarding position as an Operations Manager

Experience I'm a Self-starter with proven leadership abilities, in all aspects of the Mortgage Industry. I've been in the industry since 1991 in many positions, As an Underwriter, Processor, Branch Manager, MLO, Account Executive.

Employment

DG Pinnacle Home Loans: Operations Manager – 1/2/2025 to present

I oversee and direct the day-to-day operational activities to ensure efficiency and effectiveness. I'm responsible for managing various aspects of the business, including production, quality control, inventory management, and resource allocation. Essentially, I ensure the smooth and efficient functioning of the organization's operational processes.

DG Pinnacle Home Loans: TPO Account Executive - 12/15/2023 to 1/2/2025

I am the Account Executive for their TPO Division, I am the liaison working with all our Approved Brokers to satisfy all their Mortgage needs. I assist all the Brokers in training their MLO's, help structuring loans, calculating income, and answering all types of Mortgage questions. I visit the Mortgage Broker Offices, attend Mortgage Trade Shows, and reach out to new potential Mortgage Brokers in the Industry.

Ready Mortgage Lenders: DE Underwriter - 10/8/14 to 6/27/2023

As DE Underwriter, I review all types of Residential Loans, including Conventional, FHA, and VA for Approval or Denial. Analyzing each Credit Profile to confirm that the Borrowers have the Credit, Income, and Assets to qualify for their Mortgage Application. Review the complete file including Appraisals, Contracts, Fraud Guards, AVM, Title, and etc. Answer all Help Desk Questions from the MLO's, help the Processing Dept. with any questions they may have. Work with the following DPA's Program with Florida Housing, MDEAT, Chenoa Funds, and SHIP. Constantly completing Trainings and Webinars to keep up with the changes in this Industry. Read all new Agency Guidelines along with the Investor Overlays to confirm that the Loan fits within the Guidelines.

All in One Mortgage Lenders, SR. Loan Processor- 7/19/13 to 10/1/14

As a Sr. Loan Processor, I process all Mortgage Loan Applications, review and package each loan for Underwriting approval. I get the loans to the closing table, making it as seamless as possible. I process all types of loans, FHA, VA, 203K, and Conventional. I work with the Encompass system using the milestones to ensure that all loans are processed in a timely fashion. I communicate with all parties involved in each transaction to make sure everyone is update to date on the status of each loan that is submitted. I work closely with the Underwriters to make sure that all loans have all the necessary documentation that is needed in order to close a salable loan.

Home Financing Center, Inc., Mortgage Underwriter - 12/09/10 to 7/17/13

I was responsible for the Pipeline Management in the Underwriting Dept. I underwrote all Conventional, FHA, and VA loans applications. Approved or rejected residential loan applications by analyzing credit reports, financial statements, income, assets, and appraisal documentation for qualifying purposes. I'm also certified through E-housing for their County and State Bond programs have experience with MMAP (Certified), OCED, NSP, City of Miami programs that are offered to the Community. Communicate loans decisions to Loan Processors and Loan Officers in a timely fashion and ensure compliance deadlines are met with regards to pre-disclosures, approval letters, denial notices, and counteroffers.

Education

NMLS, FL. - Since October 2009
Miami-Dade College, Miami, Fl -. Degree in Accounting Technology
Gold Coast School, Doral, Fl. – Mortgage Broker 2009
Massasoit College, Canton, Ma. - Business Management 1996
Seminars & Training for all types of loan systems & products, 1991 to current
Bilingual in Spanish

North Bay Village
ADVISORY BOARD APPLICATION FORM

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Please return the signed and completed application to:

North Bay Village Hall
1666 Kennedy Causeway, Suite 300 | North Bay Village, FL 33141 | ATTN: Village Clerk's Office
Email: villageclerk@nbvillage.com

APPLICANT'S INFORMATION

DATE 8/28/25 NAME Sidharth R. Mehta

MAILING ADDRESS 7525 Hispanola Ave, NBV Florida ZIP 33141

EMAIL sidharthrmehta@gmail.com PHONE 732-259-6728

HOW DID YOU HEAR ABOUT US? WEBSITE ☐ FACEBOOK ☐ OTHER Instagram

ARE YOU A VILLAGE RESIDENT? YES ◉ NO ○ IF YES, HOW MANY YEARS? 1 year

VERIFICATION OF RESIDENCY:
(The following are required with the application)

Driver's License *(Required)*: ☑ Voter's Registration Card *(Required)*: ☐

WHICH ISLAND DO YOU LIVE ON? NORTH BAY ISLAND ☐ TREASURE ISLAND ☑ HARBOR ISLAND ☐

ARE YOU A REGISTERED VOTER? YES ◉ NO ○

ARE YOU A BUSINESS OWNER: YES ◉ NO ○ IF YES, HOW MANY YEARS? 1 year

NAME OF BUSINESS: Malinois Advisors

ADDRESS OF BUSINESS: 7525 Hispanola Ave, North Bay Village, 33141

ADVISORY BOARD SELECTION

HAVE YOU EVER SERVED ON A VILLAGE BOARD? YES ◯ NO ◉

IF SO, WHICH BOARD: _____

Please choose your first, second, and third choices amongst the following Boards and Committees. If you are interested in only one, this should be indicated. (At any given time, board members may not serve on more than one board and one committee or on two boards or on two committees).

ANIMAL WELFARE ADVISORY BOARD	0	**COMMUNITY ENHANCEMENT ADVISORY BOARD**	0
RESIDENT SERVICES ADVISORY	0	**PLANNING AND ZONING BOARD**	0
BOARD FINANCIAL ADVISORY BOARD	1	**SUSTAINABILITY & RESILIENCE TASK FORCE**	0

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members Complete Form 1, Statement of Financial Interest, and all other Board Members complete "Source of Income Statement."

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE and HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD. WHAT YOU MAY BE ABLE TO CONTRIBUTE (YOU MAY ALSO SUBMIT THIS SEPARATELY):

Started out as an EMT at the age of 16 working as a volunteer throughout highschool. That experience led me to eventually pursuring a career in medicine. Graduated from medical school and went to surgical residence at Level 1 trauma hospitals. I've since left clinical medicine and now have a career in healthcare investment banking but am seeking out opportunities to serve my community in any way that I can. I think my broad civic and community led experiences combined with my financial services experience provide me with a unique perspective on how to approach community growth and sustainability.

APPLICANT'S SIGNATURE: _____ **DATE:** 8/28/2025

ADVISORY BOARDS/COMMITTEES

Community Enhancement Advisory Board

Recognizing the value of scenic surroundings to tourists, prospective residents, and commercial developments, as well as the citizens and taxpayers of the Village, and further preserving the quality of the environment, the purpose of the Community Enhancement Board is to consider and advance improvements, programs, and services meant to enhance the aesthetic appeal of the Village.

Resident Services Advisory Board

The purpose of the Resident Services Board is to assist in the Village Mayor and Commission in developing programs, projects, and policies that improve the quality of life of the Village's residents, including, but not limited to, the youth of the community.

Financial Advisory Board

The purpose of the Financial Advisory Board is to consider and make recommendations on all issues affecting the fiscal policies and procedures of the units and departments within the Village and to assist the Village Manager, Commission, and Village Staff in the establishment of priorities in the Village's yearly budget and to maintain supervision of any bond dollars except items which could create potential legal liability, such as, but not limited to, cone of silence, active procurements, contract disputes and bid protests in which will be excluded.

Animal Welfare Advisory Board

The purpose of the Animal Welfare Advisory Board is to consider matters relating to animal control within the Village limits and improve the Village's ability to handle animal issues effectively.

Sustainability and Resiliency Task Force

The Sustainability and Resiliency Task Force aims to provide technical assistance and advice to the North Bay Village Commission as mitigation and adaptation measures to respond to global warming climate change.

Planning and Zoning Advisory Board

The purpose of the Planning and Zoning Board is to recommend to the Village Commission all matters within the general purview of planning, zoning, and development.

SIDHARTH R. MEHTA, M.D.

sidharthrmehta@gmail.com | 732-259-6728 | linkedin.com/in/sidharthmehtamd

PROFESSIONAL EXPERIENCE

Allele Capital **2025-Present**

Director

- Lead origination and execution of life sciences advisory, licensing, and capital-markets transactions—own valuation, due diligence, and negotiation work-streams.
- Manage client relationships; translate complex scientific, clinical, and financial data into investor ready materials and investor decks.
- Drive sector coverage and idea generation: monitor pipeline catalysts, competitive landscapes, and regulatory shifts

Malinois Advisors **2023 – 2025**

President

- Lead comprehensive due diligence/opportunity assessment for LPs: Select advisory
  - Co-Lead $5M Pre-Series A SPV for cancer diagnostic startup
  - Advised LP to refrain from investing in $30M convertible note raise for Medtech
- Develop market models, valuation, and competitive market analysis resulting in SPV formation for Medtech startup

Jefferies, Inc **2021 – 2023**

Senior Associate, Equity Research; Biotechnology (II #2)

- Generated differentiated biotech investment theses by building granular financial models and publishing sector-leading research reports; leveraged clinical expertise to craft therapeutic-area landscapes (CVD, heme/onc, I&I, ID, T2D/obesity)
- Coverage Universe included: *MRNA, VRTX, CERE, PRTA, ALGS, IVVD, IMRX, FATE, MORF*
- **Select Recommendations:**
  - Pitched MORF as a long when Street was consensus short after underwhelming Phase IIa data readout, trade returned positive 75% on $3.2B buyout by LLY
  - Pitched MRNA as a short when Street was consensus long on tail revenues from COVID19 Vaccines, trade returned positive 27%

Entrée Health (Omnicom Health Group) **2020 – 2021**

Life Sciences Senior Consultant (fka AVP, Medical Director & Business Development)

- Developed market/opportunity/competitive analyses and pricing/market access strategies for 25 in-line products spanning 10 therapeutic areas to optimize clients' commercial advantage; examples:
  - **U.S. Launch & Payer Strategy:** Developed positioning strategy for a novel mAb in IBD, advised on HCP behaviors, patient treatment journey, competitor response, and formulary coverage
  - **Landscape & Coverage Policy Assessment:** Led the landscape and payer formulary coverage assessment for the launch of a novel oral therapeutic in the systemic autoimmune space
  - **Indication Expansion:** Designed the payer strategy and value proposition roadmap for two $10B franchises to inform approved FDA label expansions within the cardiology and I&I space
- Led firm's biopharma business development efforts, revenue generation and yearly business planning, increasing new business opportunities by 25% and YoY revenue growth by 30%

General Surgery Resident **2017 – 2019**

EDUCATION

- **MD** | St. George's University, School of Medicine **2017**
- **MS, Biomedical Sciences** | Rutgers University **2011**
- **BA, Economics** | Villanova University **2009**

OTHER

Platforms: FactSet, Microsoft Office Suite, Bloomberg, CapIQ

Skills: Financial modeling & Valuation, Scientific Expertise, Strategic Thinking, Market Research, Investment Due Diligence, Team Leadership, Risk Assessment, Research & Investment Analysis

Interests: Fishing, spearfishing, scuba diving, cooking, traveling