NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING
PUBLIC MEETING NOTICE

Tuesday, July 15, 2025 at 6:00 PM
1666 Kennedy Causeway, #101, North Bay Village, FL 33141
(In-person and virtual via Zoom. See below for details)

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

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

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION: The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time. The Village highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.
Watch the Public Meeting: https://northbayvillage-fl.gov/videos TV Channel 661 Facebook Live
Participate in the meeting via Zoom: Meeting ID: 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) Meeting ID: 891 2658 3746
Tuesday, July 15, 2025
6:00 PM

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

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

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

2. **Order of Business**

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

4. **Open Forum**

5. Approval of Commission Minutes

5.A. Approval of the Following Meeting Minutes - Village Clerk, Alba L. Chang

*** June 24, 2025 - Budget Workshop**
*** July 1, 2025 - Special Commission Meeting**

06.24.2025 -Budget Workshop Draft Minutes.pdf
07.01.2025 - Draft Minutes.pdf

6. Advisory Board Minutes/Written Reports.

6.A. Planning & Zoning Board Report - Chair Ryan Shaw

7. Village Commission's Report

8. Village Attorney's Report

9. Village Manager's Report

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

9.A. Status Report of the Village's Grants
Grant Status Report -06-30-2025.pdf

9.B. Communications & Special Events Report (April 2025)
June2025CommsEvents.pdf

9.C. Code Enforcement Report (June 2025)
June 2025 CM-Code Report.pdf

9.D. Traffic Enforcement Report (June 2025)
Monthly Traffic Report (June 2025).pdf

10. Village Clerk's Report

10.A. Village Clerk Report for June of 2025
PRR - June.pdf
Advisory Board - June Attendance.pdf

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

11.A. 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

It is recommended that the Village Commission extend the professional services agreement for an additional three-year term, with the option to renew for two subsequent one-year periods, to maintain ongoing planning services.

Resolution Approving CGA Contract Extension.DOCX
Exhibit A - CGA -PSA Amendment-General Planning Services.pdf
Exhibit 1A - Fee Schedule Effective 20250101.pdf
Rates Comparison for prior years.pdf
Existing PSA CGA - Planning Services Agreement.pdf

11.B. 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

It is recommended that the Village Commission approve the proposed millage rate and dates and times of the Budget Hearings.

Reso - Millage Rate And Budget Hearing Dates 2025-2026.docx
Budget Calendar FY 2026.pdf

11.C. 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)

It is recommended that the Village adopt the proposed Management Benefit Policy for the Village Executive Level Employees.

Resolution Approving -Senior Management Benefits Policy.DOCX
Exhibit A - Mgmt benefits-Final.pdf
Benefits Survey.pdf

Old Management Benefits Policy.pdf

11.D. 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

It is recommended that the Village Commission approve the Grant Agreement for the Baccalaureate Program at Treasure Island Elementary School (TIES).

Resolution - TIES IB Program 25-28.docx
NBV TIES IB Program Agreement 2025-2026 - 2027-2028.DOCX

11.E. 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

It is recommended that the Village Commission approve the license agreement with Sunbeam Development Corporation for the use of the property located at 1601 North Treasure Drive.

Resolution - Sunbeam Lic. Soccer Program-TI Condo.DOCX
Exhibit A - Agreement (Treasure Island Condo) .DOCX

11.F. 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

It is recommended that the Village Commission approve the proposed amendment to the Agreements with Project Football, LLC (PFL) relating to the Development of the Community Center.

Resolution -1st Amendment To Galleon St Agreements.DOCX

Exhibit A- 1st Amendment - Develop. -Construction (Galleon).docx
Exhibit B-1st Amendment-Operations and Mng. (Galleon).docx

11.G. 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

It is recommended that the Village Commission approve a work order issued by Exp US Services, Inc., for landscape architectural services in the amount of $19,912.50.

Resolution - EXP WO - Kennedy Cswy Pelican Harbor Median.DOCX
EXP Work Order_JFK Causeway.pdf

11.H. 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

It is recommended that the Village Commission approve the Work Order for Wannemacher Jensen Architects, Inc., for architectural and engineering design services related to the Village Hall Project.

Resolution - WJ FDOT Harmonization - Village Hall.DOCX
Exhibit A - Additional Services Request #14.pdf

11.I. 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

It is recommended that the Village Commission approve the proposal from Miami Economic Associates, Inc. to conduct an independent study of the Village community contribution fees in an amount not to exceed $40,000.

Resolution - Miami Economic for Development Incentive Analysis.DOCX
Agreement - Miami Economic Associates - Fee Review.DOCX
Exhibit A Miami Economic Associates- re.pdf

11.J. 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)

It is recommended that the Village Commission approve a resolution for funding WO# 010-A1 in the additional amount of $48,967.50.

Resolution-Amending Stantec WO For Entry Sign Project.DOCX
Exhibit A-NBV East Entry Sign Add Services Request.pdf
Resolution No. 2023-019 WO Stantec Entryway.pdf
STANTEC_- WO 10-A1-fully executed - f.pdf
Entrance-Way Sign East Option B--.pdf

11.K. 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

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 - Acquisition of Parcel for NBI Pump Station.DOCX
Exhibit A - Proposed Control Panel Equipment Dimensions.pdf
Exhibit B - Stormwater pump station Area Survey.pdf
Exhibit C - Project Location Map.pdf

11.L. 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)

It is recommended that the Village Commission approve a proposal from Breezeline for the undergrounding of utility lines in the amount of $31,371.00

Resolution - Breezeline Proposal For Cable Undergrounding .DOCX
Breezeline - 7900 West Dr - - New Safety Complex.pdf
Relocation sketch.pdf

12. First Reading of Ordinances

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

12.A. AN ORDINANCE 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)

On July 2nd, 2025, the Planning and Zoning Board voted unanimously to forward to the Village Commission a recommendation of approval of the Special Area Plan, to create SAP regulations via the introduction of Appendix D to the ULDC, and rezoning of the subject property to 8000 East SAP, as recommended by Staff.

The SAP must be reviewed and adopted prior to the approval of the companion site plan and associated Development Agreement, which will be reviewed by the Village Commission in conjunction with the 2nd reading of the ordinance (scheduled for September 16, 2025).

Staff Report -8000 East Drive SAP .pdf
Attachment 1 â€“ Boundary Survey and Plat - 8000 East Drive (flat).pdf
Attachment 2 â€“ SAP application - 8000 East Drive.pdf
Attachment 3 â€“ LOI and Appendix D - 8000 East Drive.pdf
Attachment 4 â€“ Proposed Zoning Map change - 8000 East Drive.pdf
Attachment 5 â€“ Conceptual Site Plan - 8000 East Drive.pdf
Attachment 6 - Ordinance - 8000 East Drive SAP.docx
Attachment 7 - Summary for 8000 East Drive.pdf
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

13. Public Hearings

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

13.A. 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. - VILLAGE MANAGER FRANK ROLLASON

It is requested that the Village Commission approve, approve with modifications, or reject the proposed First Amendment to the Amended and Restated Development Agreement.

1850-1872 Kennedy Causeway - Development Agreement.pdf
25.02.21. Notice of Default to - 1872 79th Street Causeway.PDF
25.03.11. Shoma Response to Default Notice.pdf
25.03.18. Reply to Shoma's Response.pdf
25.04.25. Shoma Offer.pdf
25.05.30. NBV Letter to Shoma.pdf
25.06.03. Shoma Ltr to H. Sera.pdf
Shoma ltr to H. Sera 4.4.25...pdf
07-15-2025-Notice of PH - MDC Legal-Ads.7-2-25.pdf
Resolution - Amendment to Development Agreement.DOCX
Exhibit A-Amendment to Development Agreement.DOCX

13.B. 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)

Suggested Action: The Planning and Zoning Board on July 2nd, 2025, voted unanimously 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.

Staff Report - 7821 Beach View Dr. -Fence height variance.pdf
Attachment 1 - Variance Aplication.pdf
Attachment 2 - SURVEY 7821 BEACH VIEW DR .pdf
Attachment 3 - Proposed fence shop Drawings.pdf
Attachment 4 - Evidence of Conditions and recent incidents.pdf
Attachment 5 - Resolution - Fence Height Variance.docx
Proof of mailed notice.pdf
Notice of Public Hearing - MDC Legals.pdf
07-15-2025-Notice of PH - MDC Legal-Ads.7-2-25.pdf

14. Discussion/Action Items

A. Unfinished Business
B. New Business

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

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

14.C. Discussion to Consider Amendments to the Unified Land Development Code relating to Color Palettes - Sponsored by Mayor Rachel Streitfeld

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

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

14.F. 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
Request for Relocation of Items- FDOT RW.pdf
Aerial.pdf

14.G. Advisory Board Appointments - Village Clerk, Alba L. Chang
Advisory Board - RSB Applicants - Track.pdf
Advisory Board - RSB Applicantss.pdf

15. Adjournment

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

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

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

ITEM NO. 5.A

North Bay Village
Recommendation Memorandum

DATE: July 15, 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

*** June 24, 2025 - Budget Workshop**
*** July 1, 2025 - Special Commission Meeting**

BACKGROUND AND ANALYSIS

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

* June 24, 2025 - Budget Workshop
* July 1, 2025 - Special Commission Meeting

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ATTACHMENTS

06.24.2025 -Budget Workshop Draft Minutes.pdf
07.01.2025 - Draft Minutes.pdf

North Bay Village

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

ZOOM Meeting ID: 824 0012 4237

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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, *via ZOOM*
     - Commissioner Doris Acosta
     - Commissioner Richard Chervony
     - Commissioner Andrew Rotondaro, *via ZOOM*

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

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

2. **Discussion Items:**

   2A. Discussion and Review of the Village's Proposed Budget for Fiscal Year 2025-2026 - Village Manager, Frank Rollason.

   Village Manager Frank Rollason gave a comprehensive presentation of the proposed budget.

   It is the financial mission of the administration to develop and submit for consideration to the Mayor and Commission of North Bay Village, a budget that provides for the financial resources necessary for the operations and services in the best interest of the Village's residents for Fiscal Year 25-26.

   Objectives:
   - Create a balanced budget without increasing the tax rate/millage.
   - Eliminate the two-tier employee pay/benefit policies in both the Police and General
   - Employee Collective Bargaining Agreements.
   - Create and implement pay/benefits plans that will retain and attract employees of the highest caliber with long-range stability in mind.
   - Propose changes in the Village administration structure that will prepare the Village for the anticipated rapid growth in development and population.

   Newly Introduced Programs/Benefit Packages: Collective Bargaining Agreement Proposals:
   - Remove the 2-tier system for both unions
   - Cost of Living Adjustment (COLA) Increases –
     - FY 2025-2026 3 percent
     - FY 2026-2027 4 percent

  - FY 2027-2028 3 percent
- Merit increase for Union employees is 5 percent, tied to performance.

Newly Introduced Programs/Benefit Packages: Non-Represented Senior Management and Staff:
- Addition of Management Benefits Policy, two-tier system:
- COLA Increases –
  - FY 2025-2026 3 percent
  - FY 2026-2027 4 percent
  - FY 2027-2028 3 percent
- Merit increases are proposed between 3 to 5 percent, depending on the budget
  - FY 2026-2027 4 percent

Overview of Taxable Value:

Certified taxable value FY 2024-2025	$1,586,137,951
Estimated taxable value FY 2025-2026	$1,810,000,000
Gain of taxable value	$223,862,049
FY 2025-2026 Expenditures	$18,239,218
FY 2025-2026 Revenue	$19,471,390
Revenues are higher than expenses by	$1,332,172

The Commission held discussions on the following areas of the budget:

Overall, Vice Mayor Cuk expressed concern over the proposed increases being the most the Village has needed in its history, raising the budget by 60 percent.

Fund Balance:
- FY 2024-2025 $4,120,767
- FY 2025-2026 $44,484,526

1. Revenues:
- FY 2024-2025 $23,984,422
- FY 2025-2026 $18,553,694

2. Expenditures:
- FY 2024-2025 $23,984,822
- FY 2025-2026 $18,239,218

3. Millage Rate: 5.7062 mills

Commissioner Daro mentioned that the millage rate allows for a surplus of funds, and it opens options for community aid/programs, or lower the millage rate to further balance the budget.

Vice Mayor Cuk said if the millage rate remains the same, it will impact taxes for property owners. He would like to lower the millage rate to mitigate tax increases.

Commissioner Chervony said the millage rate has not been lowered since 1995, and it has kept a steady millage rate for the past 8 years, averaging at about 5.7 to 5.8. Also, the Village's debt has not significantly increased, nor has the Village ever accepted a rollback.

Commissioner Chervony said lowering the millage rate threatens many community programs. He also said the Commission approved new positions before the FY 2025-2026 budgeting began, setting up the Village for future growth. Finally, he said the Florida Retirement System's [FRS] contributions will increase.

Mayor Streitfeld asked the Chief Finance Officer, Mayte Gamiotea, to provide the number of properties receiving Homestead Exemptions in the Village.

Mayor Streitfeld said she has three major areas that she places priority on when budgeting:

I. Improving residents' quality of life
II. Building a stronger, stable team with lower turnover
III. Execution of the Capital Improvement Projects

4. General Fund Departments:

4A. General Fund: Village Commission –

- FY 2024-2025 $207,874
- FY 2025-2026 $234,283
- Increase: $26,409
- Increased benefits for the Legislative Aide position
- Annual Membership fee/meeting for MDCLC

Commissioner Chervony requested that the General Fund: Village Commission – ER 457 [Deferred Comp Plan] – Line 6 be deferred for two years. Proposed rates for Village contributions are $300/$150, respectively.

4B. General Fund: Village Manager –

- FY 2024-2025 $409,307
- FY 2025-2026 $393,993
- Decrease: ($15,314)
- Reclassification of Chief of Staff to Executive Assistant
    - Mayor Streitfeld requested a reconsideration of the new proposed title to something more aligned with the job description.
    - Discussions were held to reduce the annual salary, but ultimately the Commission decided to keep the figures as is.
- Elimination of contracted HR Consultant
- Reallocated HR to its category

The Village Manager lowered his annual salary. Commissioner Chervony asked that this be corrected due to the provision that the Village Manager must be in the second-highest-paid position, even if the difference is $12.00.

4C. General Fund: Human Resources –

- Moved into its department outside of the General Government/Village Manager and Communication categories.

- FY 2024-2025 $300,000
- FY 2025-2026 $424,447
- Increase: $124,447
- Increase in management benefits
- Incorporation of new position: HR Generalist
- Recognition expenses, expanded recruitment expenses, and the addition of new ADP software

4D. General Fund: Village Clerk –
- FY 2024-2025 $318,500
- FY 2025-2026 $415,309
- Increase: $96,000
- Incorporation of new position: Records Specialist
- Increase in postage costs
- Increase in training programs
- Increase in management benefits

Mayor Streitfeld requested that a Special Commission Meeting be scheduled for the Village Clerk annual evaluation. No comments or changes were made to the Village Clerk's proposed budget amounts.

4E. General Fund: Finance –
- FY 2024-2025 $547,466
- FY 2025-2026 $678,814
- Increase: $131,348
- Salary adjustment for the Controller position.
- Promotion from Grants' Procurement Accountant to Chief Procurement Officer
- Increase in management benefits
- Increased professional development/training for the Finance Team

4F. General Fund: Legal Services –
- FY 2024-2025 $431,446
- FY 2025-2026 $433,670
- Increase: $2,224
- Increase in annual contract fees

No comments or changes were made to the Legal team's proposed budget amounts.

4G. General Fund: IT Services –
- FY 2024-2025 $478,316
- FY 2025-2026 $833,955
- Increase: $350,770
- Incorporation of a new IT Tech position
- Increase in management benefits
- Centralization of all IT-related expenses moved under IT
- New Software incorporations for Capital Improvement Projects and the Chief Resilience Officer.

No comments or changes were made to the IT Department's proposed budget amounts.

4H. General Fund: General Government –

- FY 2024-2025 $2,493,630
- FY 2025-2026 $2,857,366
- Increase: $115,664
- Increase in uniform budget
- Increase in building leases
- Greater aid for the Animal Welfare Resident Advisory Board
- Merchant fee increases

The Commission requested to revise the allocated proposed amounts for General Fund: General Government, Line 1 – position one, Customer Service Specialist.

Mayor Streitfeld requested a breakdown of grants and their expirations/terms by the July Regular Commission Meeting. Finally, she asked for our current lease on Village Hall to be renegotiated to our advantage on the basis that the parking situation is not being repaired.

4I. General Fund: Police Department –

- FY 2024-2025 $8,848,972
- FY 2025-2026 $9,343,542
- Increase: $494,570
- Incorporation of two positions: full-time Community Affairs Officer and part-time Marine Patrol Officer
- Addition of Emergency Manager and related training.
- Incorporation of a Professional Standards Administrator for accreditation.
- Increases in vehicle leases and maintenance costs
- Increase for Body Worn Cameras, tasers, and software. The police department's accreditation is partially rewarded because of the implementation of BWC.
- Increase for education/training
- Overall, the highest funded department in the Village, but the Police Department's expenses dropped from being 66 percent of the overall budget down to 51 percent. Some departments previously funded under the police department are now in their funding category.

The salary increases are part of the salary adjustments.

4J. General Fund: Code Compliance –

- FY 2024-2025 $341,609
- FY 2025-2026 $590,438
- Increase: $248,829
- Moved into its department outside of the police category.
- Increase in management benefits
- Increase in equipment
- Incorporation of a new Code Compliance Officer

4K. General Fund: Communications –

- FY 2024-2025 $358,520
- FY 2025-2026 $431,132
- Increase: $62,612
- Incorporation of a Communications and Marketing Coordinator position
- Increase in public relations costs
- Increase in management benefits

Mayor Streitfeld asked to incorporate bike patrols and enforce dog owners to pick up their pet's waste.

4L. General Fund: Parks and Recreation –

- FY 2024-2025 $231,748
- FY 2025-2026 $682,728
- Increase: $312,020
- New department launch slated for July 2026
    - Added personnel
- Special Events transferred to a Public Relations budget to expand current events and add new ones
- The newly approved YMCA contract for recreational programming
- General Fund: Parks and Recreation – Community Events, Line 9 budget contains a list of upcoming events projected for the new fiscal year.

The Commission requested that the Fourth of July fund be capped at $10,000.

The Commission requested $5,000 be allocated for quality senior programming.

Commissioner Chervony requested to add a line for Commissioner Acosta's Paddle Club. She will get the figures before the second budget workshop in July.

The Commission requested to remove the NB 80th Anniversary Drone Show [General Fund: Parks and Recreation – Community Events, Line 9] marked at $30,000.

The Commission requested to remove the Coastal Mayor's Dinner Expense [General Fund: Parks and Recreation – Community Events, Line 9] marked at $10,000.

The Commission requested to remove the Advisory Board Appreciation Event [General Fund: Parks and Recreation – Community Events, Line 9] marked at $3,000.

Commissioner Acosta asked if these line items contained buffer funds for unplanned events. Village Manager Rollason said yes.

5. Governmental Fund: Debt Service Funds:

5B. Debt Service Fund: Roadway Capital Improvement Fund –

- FY 2024-2025 $205,500
- FY 2025-2026 $438,936
- Increase: $233,436
- Moved into its department outside of the Utilities category.

- Promotion from CIP Manager to CIP Director
- Incorporation of a new CRO position
- Increase management benefits
- Additional office space

6. Special Revenue Funds:
6A. Building Fund:

- FY 2024-2025 $923,998
- FY 2025-2026 $1,806,280
- Increase: $884,782
- Promotion from Customer Service Manager to Building Director
- Incorporation of a new Building Coordinator position
- Increase in management benefits
- Increase in contractual services
- CAP: Increased their rates because new developments have increased their workload.

The Commission gave instructions to schedule a meeting with CAP representatives to renegotiate terms with a new contract.

6B. Street Maintenance Fund:

Mayor Streitfeld requested the addition of shaded areas for dog owners in the newly renovated dog park, Special Revenue Funds - Street Maintenance Fund, Line 22 [Park Improvements].

Mayor Streitfeld requested an audit of all service contracts to create a holistic breakdown of rates – hourly vs. non-hourly and revise accordingly.

Commissioner Acosta requested accessories and doggy-jungle-gym recreational amenities.

Special Revenue Funds - Street Maintenance Fund, Line 23 [Street Road Improvements/East and West Entry Signs]. Village Manager Rollason explained there are several entities involved in the approval of entry signs on the East and West entrances of the Village: The City of Miami, Florida Department of Transportation, and Miami-Dade County. These three parties have conflicting instructions regarding our design and placement, delaying the project's launch.

6C. Transportation CITT:
The Commission requested more details on the following: Special Revenue Funds – Transportation CITT – Line 7/Expenditures [Road and Street Improvements].

The Commission also requested to seek funds for shuttle services.

3. Public Comments:

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

4. Adjournment:

ACTION: Commissioner Acosta made a motion to adjourn. Commissioner Chervony seconded the motion, and it passed unanimously by voice vote.

There being no further business to discuss, the meeting adjourned at 10:36 p.m.

Accepted this 15th day of July 2025.

_____
Rachel Streitfeld, Mayor

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

NORTH BAY VILLAGE
SPECIAL VILLAGE COMMISSION MEETING MINUTES
TUESDAY, JULY 1, 2025, | 12:00 P.M.
1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL. 33141
ZOOM MEETING ID: 870 0268 3824

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1. **Opening Items**
   - **A.** ***Call to Order*****:** Mayor Streitfeld called the meeting to order at 12:21 p.m.

   - **B.** ***Roll Call*****:** Present were the following individuals –
     - Mayor Rachel Streitfeld
     - Vice Mayor Goran Cuk, *via ZOOM*
     - Commissioner Doris Acosta
     - Commissioner Richard Chervony
     - Commissioner Andrew Rotondaro, *via ZOOM*
     - Village Manager Frank Rollason
     - Village Clerk Alba L. Chang
     - Human Resources Director Jenice Rosado
     - Village Attorney Haydee Sera, *via ZOOM*
     - Village Attorney Daniela Cimo, *via ZOOM*
     - Assistant Village Clerk Isabel Betancourt, *via ZOOM*

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

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

2. **Discussion/Action Items:**
   - **A. Discussion on the Village Clerk's Annual Performance Evaluation**

     Village Clerk Alba Chang provided a summary highlighting key accomplishments from the past year.

     I. November 4, 2024 – General and Special Elections
     - Supervised the 2024 November General and Special Elections, coordinating with the Miami-Dade County Elections Department on verifying candidate petitions, processing qualifying documents for three races, and preparing ballots for two races and referendum questions for voters.
     - Completed the final phase of implementing the Electronic Filing System for Campaign Reports, enabling full functionality for candidates to submit reports electronically.

     II. Legal Advertising
     - The Village entered an Interlocal Agreement (ILA) with Miami-Dade County to gain access to their designated publicly accessible website for the publication of legally required advertisements and public notices.
     - This initiative is expected to a significant annual cost savings for the Village.

III. Public Records and Record Management:

- Enhanced transparency and records management by leveraging technology to make a substantial number of Village documents accessible to the public through the NBV Public Portal.
- Allocated budget for an additional team member to support the Village Records Management Program and assist with various administrative duties.

IV. Business Tax Receipt:

- Managed the structure and procedures of the Village's Business Tax Receipt program. In collaboration with the front office team, a thorough assessment was conducted, during which DERM initially identified 231 businesses that were not in compliance with the County's Certificate of Use requirement.
- To date, that number has been significantly reduced, with only one business remaining non-responsive and 15 currently under review by DERM.

V. Municode:

The codification process is ongoing and has successfully addressed previously unincorporated deficiencies in the Village Charter and Code.

To conclude, Village Clerk Chang also shared some departmental goals for the next 12 months:

1. Complete digitizing the remaining records in storage.
2. Expand her team by adding a record coordinator position to alleviate workload.
3. Continue her professional development and coordinate ethics training for all relevant officials and advisory board members.
4. Continue educational training for the Assistant Village Clerk.

The Village Clerk received positive feedback from all the members of the Commission. Specifically mentioning her diligence, professionalism, high ethical standards, and responsiveness.

Mayor Streitfeld said her progress with the Business Tax Receipt was excellent and asked about her plans for the hire.

Village Clerk Chang said the new hire would be cross-trained to assist in all areas of the Clerk's Office, but specifically as a Records Specialist to assist with the digitizing, organizing, and destruction of documents that have met retention. She also said her current Assistant will continue her training as sessions are scheduled for later in the calendar year.

Commissioner Chervony said that the Village Clerk also offers significant contributions to areas that fall outside of her scope.

Mayor Streitfeld and Commissioner Chervony marked 'Outstanding' in every category on her Performance Evaluation Form.

Human Resources Director Jenice Rosado said that under the new budget, the Village Clerk falls under the proposed Tier I Senior Management benefit package, entitling her to the benefits and stipends mentioned within.

Commissioner Chervony proposed a merit increase of $10,000/year to her base salary.

She will also be granted a 3 percent cost-of-living adjustment (COLA) alongside all the Village Staff to take effect on October 1, 2025.

DRAFT

MOTION: Commissioner Chervony made a motion to increase the Village Clerk's base salary by $10,000. Mayor Streitfeld seconded the motion.

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

3. Public Comments:

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

4. Adjournment:

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

There being no further business to discuss, the meeting adjourned at 12:48 p.m.

Accepted on this 15th day of July 2025.

_____
Rachel Streitfeld, Mayor

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

DRAFT

ITEM NO. 6.A

North Bay Village
Recommendation Memorandum

DATE: July 15, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Planning & Zoning Board Report - Chair Ryan Shaw

RECOMMENDATION

BACKGROUND AND ANALYSIS

Chair Ryan Shaw of the Planning & Zoning Board will present a brief report to the Village Commission on the recent site plan, variance applications.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ITEM NO. 9.A

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: July 15, 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: Status Report of the Village's Grants

RECOMMENDATION

BACKGROUND AND ANALYSIS

Village Manager Rollason is presenting an updated report on the status of the Village grants.

Enclosed is the latest status report for all Village grants, detailing the award amounts, matching contributions, and current statuses.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ATTACHMENTS

Grant Status Report -06-30-2025.pdf

GRANT STATUS REPORT
PUBLIC WORKS DEPARTMENT
AS OF 06-30-2025

TITLE	APPL/AGREEMENT#	PROJECT TITLE	FUNDER	REQUEST	MATCH	AWARDED	AMOUNT REIMBURSED	STATUS	START	END	COMMENTS
PUBLIC WORKS											
FDEP											
2020 RESILIENT FLORIDA	22PLN57	STORMWATER MASTERPLAN-VULNERABILITY ASSESSMENT & ADAPTATION PLAN	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION(FDEP)	$ 150,000.00	$ -	$ 146,577.60		COMPLETED	7/1/2022	9/30/2024	Reimbursement submitted $110,119.30
FIND											
2020 WATERWAYS ASSISTANCE PROGRAM	DA-NBV-20-247	VOGEL PARK CANOE/KAYAK LAUNCH-PHASE 1(DESIGN & PERMITTING)	FLORIDA INLAND NAVIGATION DISTRICT(FIND)	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 56,568.69	COMPLETED	3/29/2021	9/30/2023	Reimbursement submitted $56,568.69
2021 WATERWAYS ASSISTANCE PROGRAM	DA-NBV-21-264	NBV CIVIC PARK-PHASE 1	FLORIDA INLAND NAVIGATION DISTRICT(FIND)	$ 60,000.00	$ 60,000.00	$ 60,000.00		COMPLETED	11/1/2021	9/30/2024	
FDOT											
2020 COUNTY INCENTIVE GRANT PROGRAM	G2F00	KENNEDY CAUSEWAY COMPLETE STREETS PROJECT-DESIGN	FLORIDA DEPARTMENT OF TRANSPORTATION(FDOT)	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 17,872.22	COMPLETED	11/18/2022	7/30/2024	Reimbursement submitted $17,872.22
LOCAL FUNDING INITIATIVE	LPA0031	NBV STORMWATER PUMP STATION	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION(FDEP)	$ 430,800.00	$ -	$ 200,000.00	$ 200,000.00	COMPLETED	2/5/2020	10/31/2024	Reimbursement submitted $200,000
MIAMI-DADE											
2023 GREEN MIAMI	N/A	NBV URBAN REFORESTATION PROJECT	MIAMI DADE NEAT STREETS	$ 51,000.00	$ 14,933.50	$ 44,801.00		COMPLETED	12/27/2022	4/30/2023	
FDEP											
2022 RESILIENT FLORIDA	22FRP48	NBV COASTAL RESILIENCY PROJECT	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION(FDEP)	$ 3,000,000.00	$ 3,000,000.00	$ 3,000,000.00		IN PROGRESS	7/1/2022	9/30/2026	Last reporting(Mar 2025)-Due to delays in project implementation as a result of negotiations with property owners, combined with turnover in project staff, the Village is considering a new process for elevating seawalls in the most flood-prone areas of the Village. Thr Village staff has been directed to meet with FDEP to discuss the proposed implementation plan. If approved, the Village will move forward with this in the next reporting period.
2022 RESILIENT FLORIDA	22SRP53	NBV STORMWATER COLLECTION SYSTEM	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION(FDEP)	$ 1,500,000.00	$ 1,500,000.00	$ 1,500,000.00		IN PROGRESS	5/8/2023		Last reporting(Mar 2025)-A bid-opening meeting for ITB2025-001, NBI Stormwater Improvement Project, was held via Zoom on 01/10/2025. The Village received submissions from three companies, but only one submitted a complete bid package. To encourage more competition, the Village re-released the ITB on 03/07/2025, with closing deadline of 04/25/2025.
FY2021-2022 RESILIENT FLORIDA	C2108	NBV PUMP STATION IMPROVEMENT PROJECT	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION(FDEP)	$ 600,000.00	$ 600,000.00	$ 600,000.00		IN PROGRESS	1/31/2023	6/30/2027	Last reporting(Mar 2025)-A bid-opening meeting for ITB2025-001, NBI Stormwater Improvement Project, was held via Zoom on 01/10/2025. The Village received submissions from three companies, but only one submitted a complete bid package. To encourage more competition, the Village re-released the ITB on 03/07/2025, with closing deadline of 04/25/2025. The Village will submit an amendment for a timeline extension.
FY2024 RESILIENT FLORIDA	C2302	NBV HARBOR ISLAND OUTFALL IMPROVEMENT PROJECT	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION(FDEP)	$ 2,000,000.00	$ -	$ 2,000,000.00		IN PROGRESS	10/7/2024	6/30/2026	Awarded 10/07/2024. Last Reporting(Mar 2025)-The Village is preparing the scope of work for the design and permitting phase of this project. Once completed, the Village will seek the approval of the Village Commission to issue a purchase order to its selected engineering firm.
FIND											
2022 WATERWAYS ASSISTANCE PROGRAM	DA-NBA-22-280	ISLAND WALK NORTH PLAZA AREA(AKA BAYWALK PLAZA AREA NORTH)	FLORIDA INLAND NAVIGATION DISTRICT(FIND)	$ 740,000.00	$ 740,000.00	$ 1,250,000.00		IN PROGRESS	10/1/2022	9/30/2025	Roger will request an extension
2022 WATERWAYS ASSISTANCE PROGRAM	DA-NBV-22-281	NBV VOGEL PARK BOATING ACCESS-PHASE 2	FLORIDA INLAND NAVIGATION DISTRICT(FIND)	$ 300,000.00	$ 300,000.00	$ 300,000.00		IN PROGRESS	10/1/2022	9/30/2025	Expense $337,762.42; Ready to submit 50% $168,881.21. Roger will request an extension.
FDOT											
FY2016 TAP GRANT	G2785	ISLAND WALK NORTH PLAZA PROJECT	FLORIDA DEPARTMENT OF TRANSPORTATION(FDOT)	$ 1,000,000.00	$ 1,097,822.00	$ 1,000,000.00		IN PROGRESS	4/6/2022	9/30/2026	Preparing reimbursement
FY2023-2024 TRANSPORTATIONS ALTERNATIVE PROGRAM	G2789	SIDEWALK-TREASURE ISLAND-PHASE 2	FLORIDA DEPARTMENT OF TRANSPORTATION(FDOT)	$ 153,000.00	$ 31,000.00	$ 153,000.00		IN PROGRESS	4/12/2022	3/31/2025	Expense $176,983.49; First invoice submitted $90,398.30-Reimbursed 10% $15,300. Findings has been cleared and we should receive a clearance letter.
FDOT TRANSPORTATION ALTERNATIVES GRANT PROGRAM	G2T36	NBV SIDEWALK & ADA IMPROVEMENTS	FLORIDA DEPARTMENT OF TRANSPORTATION(FDOT)	$ 776,000.00	$ 350,000.00	$ 776,000.00		IN PROGRESS	1/11/2024	4/30/2028	Preparing reimbursement
2020 COUNTY INCENTIVE GRANT PROGRAM	G3A34	KENNEDY CASUEWAY COMPLETE STREETS PROJECT-CONSTRUCTION	FLORIDA DEPARTMENT OF TRANSPORTATION(FDOT)	$ 207,010.00	$ 207,010.00	$ 207,010.00		IN PROGRESS	2/25/2025	6/27/2026	Pending ITB2025-004-Construction
FDEP											
LOCAL FUNDING INITIATIVE	LPA0345	NBV STORMWATER INLET FILTRATION INSTALLATION	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION(FDEP)	$ 300,000.00	$ -	$ 300,000.00		IN PROGRESS	7/1/2022	12/31/2026	Preparing reimbursement $142,564.41

GRANT STATUS REPORT
PUBLIC WORKS DEPARTMENT
AS OF 06-30-2025

FRDAP											
LOCAL FUNDING INITIATIVE	LPA-346	NBV WASTEWATER PUMP STATION IMPROVEMENTS PROJECT	FDEP-FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM(FRDAP)	$ 500,000.00	$ -	$ 500,000.00		IN PROGRESS	7/1/2022	4/30/2026	Working on reimbursement
LWCF											
LAND AND WATER CONSERVATION FUND	LW-736	NBV CIVIC POCKET PARK ON EAST DRIVE	FDEP-LAND & WATER CONSERVATION FUND(LWCF)	$ 850,000.00	$ 850,000.00	$ 850,000.00		IN PROGRESS	4/4/2022	12/31/2025	Last reporting(Jan 2025)-New boat dock. New picnic area with pavillion & new nature trail with signage was 90% completed.

GRANT STATUS REPORT
POLICE DEPARTMENT
AS OF 06-30-2025

TITLE	APPL/AGREEMENT#	PROJECT TITLE	FUNDER	REQUEST	MATCH	AMOUNT REIMBURSED	STATUS	START	END
POLICE									
FDLE									
D-8C241 NORTH BAY VILLAGE AED EQUIPMENT PURCHASE	8C241	NBV AED EQUIPMENT PURCHASE	FLORIDA DEPARTMENT OF LAW ENFORCEMENT(FDLE)	$ 1,218.00		$ 1,218.00	COMPLETED	01/01/2023-09/30/2023	
FY21/22 FIBRS IMPLEMENTATION ASSISTANCE PROGRAM	2021-FBSFA-F2-044	NBV FIBRS TRANSITION	FLORIDA DEPARTMENT OF LAW ENFORCEMENT(FDLE)	$ 49,000.00		$ 48,968.84	COMPLETED	7/1/2022	7/31/2025
C-R7223 AED MACHINE & SUPPLIES	R7223	AED MACHINE & SUPPLIES	FLORIDA DEPARTMENT OF LAW ENFORCEMENT(FDLE)	$ 3,126.00	$ -	$ 3,115.24	COMPLETED	10/01/2023-09/30/2024	
USDOJ									
SMALL RURAL TRIBAL BODY CAMERA	29561464	BODY WORN CAMERA PROGRAM	US DEPARTMENT OF JUSTICE(DOJ)	$ 40,000.00	$ 40,000.00	$ 40,000.00	COMPLETED	1/1/2022	12/31/2022
2021 COMMUNITY POLICING DEVELOPMENT ACCREDITATION SOLICITATION	15JCOPS-21-GG-0255-SPPS	NBV ACCREDITATION PROJECT	US DEPARTMENT OF JUSTICE(DOJ)	$ 75,000.00		$ 75,000.00	COMPLETED	9/1/2021	8/31/2024
BULLET PROOF VEST PROGRAM	21027327	BULLET PROGRAM VEST PROGRAM	US DEPARTMENT OF JUSTICE(DOJ)	$ 11,999.91	$ 11,999.91	$ 11,863.40	COMPLETED	10/18/2021	8/31/2023
USDOJ									
BULLET PROOF VEST PROGRAM		BULLET PROGRAM VEST PROGRAM	US DEPARTMENT OF JUSTICE(DOJ)	$ 14,221.93	$ 14,221.93	$ -	IN PROGRESS	9/26/2024	8/31/2026
FDLE									
FY23 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT(JAG)	6N105	FY23 AED MACHINE	FLORIDA DEPARTMENT OF LAW ENFORCEMENT(FDLE)	$ 1,299.00		$ -	IN PROGRESS	1/1/2025	9/30/2025

ITEM NO. 9.B

North Bay Village
Recommendation Memorandum

DATE: July 15, 2025

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

FROM: Julie Leonardi, Director of Communications

SPONSORED BY:

SUBJECT: Communications & Special Events Report (April 2025)

RECOMMENDATION

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
June2025CommsEvents.pdf

North Bay Village

Communications & Events Monthly Report - June 2025

NORTH BAY VILLAGE
HEART OF THE BAY

Major Events:

NBV Pride Celebration - Successfully executed the community's Pride celebration, promoting diversity and inclusion.

Community Center Ribbon Cutting - Coordinated partnership event on school field showcasing international sports collaboration.

Organized ceremonial opening of new community center with local officials and residents.

Independence Day Celebration - Delivered highly successful BBQ and music celebration in Vogel Park with strong community attendance.

Communications & Promotions:

Budget Workshop Preparation - Completed budget planning ahead of first budget workshop.

NBV Connector Culture Crawl - Promoted trolley service to increase community participation.

Commissioner Virtual Agenda Review - Supported Commissioner Acosta's virtual community engagement sessions.

Dog Park Communications - Created closure signage and promoted reopening to park users.

Summer Internship Program - Developed and distributed promotional flyers to attract program participants.

On *Instagram*, our NBV account has **4,580 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. 9.C

North Bay Village
Recommendation Memorandum

DATE: July 15, 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 (June 2025)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Recovered $2,838.00 in Code Enforcement fines.

PERSONNEL IMPACT
NONE

ATTACHMENTS
June 2025 CM-Code Report.pdf

	Code	Statistics	Jun-25	$	$	X	X
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7700 Center Bay Drive	Open/Unsecure	Warning	6/2/2025				
7509 Buccaneer Ave	Landscape	Citation	6/2/2025		$200.00		
7920 East Drive	Bulk Trash	Warning	6/2/2025				
7922 East Drive	Open/Unsecure	Warning	6/2/2025				
1460 S Treasure Drive	Special Magistrate	Order	6/2/2025		$375.50		
7945 East Drive	Bulk Trash	Warning	6/2/2024				
7927 East Drive	Bulk Trash	Warning	6/3/2025				
1850 S Treasure Drive	Unsafe Structure	Posted	6/3/2025				
1850 S Treasure Drive	WWP	Citation	6/3/2025	$250.00			
1850 S Treasure Drive	Seawall Maintenance	Warning	6/3/2025				
7501 Coquina Drive	WWP	Citation	6/3/2025	$250.00		Yes	1
7801 Center Bay Drive	Construction Site Maint	Citation	6/4/2025	$250.00			
7701 Coquina Drive	Construction Site Maint	Citation	6/4/2025	$250.00			
1353 Bay Terrace	Recycling Violation	Warning	6/4/2025				
7917 West Drive	Bulk Trash	Warning	6/5/2025				
1850 S Treasure Drive	Noise	Warning	6/5/2025				
1601 N Treasure Drive	Fence/Landscape	Warning	6/5/2025				
7501 Adventure Ave	Recycling Violation	Warning	6/5/2025				
7701 Coquina Drive	Construction Site Maint	Citation	6/6/2025		$250.00		
7928 East Drive	Trash Violation	Warning	6/6/2025				
7410 Beach View Drive	Special Magistrate	Order	6/9/2025		$312.50		
7501 Coquina Drive	WWP	Citation	6/10/2025		$250.00		
1819 Kennedy Cswy	Blocking ROW	Removed	6/10/2025				
7533 Bounty Ave	Landscape	Warning	6/11/2025				
7501 Adventure Ave	Landscape	Warning	6/11/2025				
7500 Miami View Drive	Noise	Warning	6/12/2025				
1721 S Treasure Drive	Landscape	Warning	6/13/2025				
7508 W Treasure Drive	Landscape	Warning	6/13/2025				
7504 Buccaneer Ave	Landscape	Warning	6/13/2025				
7548 Buccaneer Ave	Landscape	Warning	6/13/2025				
23-3209-008-1200	Landscape	Warning	6/13/2025				
1630 S Treasure Drive	Construction Site Maint	Citation	6/16/2025	$500.00			
7512 Buccaneer Ave	Recycle Violation	Warning	6/16/2025				
1666 Kennedy Cswy	Trash	Warning	6/16/2025				
7516 Bounty Ave	Landscape	Citation	6/16/2025	$200.00			
Harbor Island	Illegal Dumping	Removed	6/17/2025				
8000 West Drive	Bulk Trash	Warning	6/17/2025				
7904 West Drive	Landscape	Warning	6/17/2025				
7710 Beach View Drive	Bulk Trash	Warning	6/17/2025				
7400 Coquina Drive	Bulk Trash	Warning	6/17/2025				
7921 East Drive #11	Minimum Housing	Warning	6/17/2025				
7504 Buccaneer Ave	WWP	Citation	6/17/2025	$250.00			
7904 West Drive	Landscape	Warning	6/18/2025				
7800 Beach View Drive	Bulk Trash	Warning	6/18/2025				
7710 Beach View Drive	Bulk Trash	Warning	6/18/2025				
Treasure Island	Prohibited Sign	Removed	6/19/2025				
7516 Bounty Ave	Landscape	Warning	6/19/2025		$200.00		
1601 Kennedy Cswy	Trash	Warning	6/20/2025				
7801 Center Bay Drive	Construction Site Mint	Citation	6/20/2025		$250.00		
1850 S Treasure Drive	WWP	Citation	6/23/2025		$250.00		
8000 East Drive	Open/Unsecure	Warning	6/24/2025				
7500 Bounty Ave	Landscape	Warning	6/24/2025				
1660 S Treasure Drive	WWP	Citation	6/25/2025		$250.00		
7600 Beach View Drive	Trash	Warning	6/27/2025				
7529 Bounty Ave	WWP	Citation	6/30/2025	$250.00			
7508 Bounty Ave	Landscape	Warning	6/30/2025				
1820 S Treasure Dr #203	Expired Permits	Warning	6/30/2025				
1872 Kennedy Cswy	WWP	Citation	6/30/2025		$250.00		
1455 N Treasure Drive	Noise	Citation	6/30/2025		$250.00		
7548 W Treasure Drive	Construction Site Maint	Warning	6/30/2025				
1508 Kennedy Cswy	Landscape Violation	Warning	6/30/2025				
Treasure Island	Prohibited Sign	Removed	6/30/2025				
(19) Lien Searches							
				$2,200.00	$2,838.00		

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

ITEM NO. 9.D

North Bay Village
Recommendation Memorandum

DATE: July 15, 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 (June 2025)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Monthly Traffic Report (June 2025).pdf

North Bay Village Police Department
Memorandum

Date: June 30, 2025

To: Assistant Chief, R. Jenkins

From: Acting Lieutenant, Norlan Benitez

Subject: Monthly Traffic Enforcement Report for June 1 to June 30, 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 June 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:

- 244 – Speeding Citations
- 40– Criminal Citations
- 38–Moving Violation Citations
- 210 – Non-Moving Citations
- 110 – Warnings

Traffic Enforcement on Treasure Island:

- 0 – Speeding Citation
- 4 – Criminal Citations
- 23 – Moving Violation Citations
- 21– Non-Moving Citations
- 8 – Warnings

Traffic Enforcement on Harbor Island:

- 0 – Speeding Citation
- 3 – Criminal Citation
- 26– Moving Violation Citations
- 23– Non-Moving Citations
- 10 – 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:

- 632– Citations
- 128–Warnings
- 248– Parking Citations

ITEM NO. 10.A

North Bay Village
Recommendation Memorandum

DATE: July 15, 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 June 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.

Village Commission	Planning & Zoning Board	Advisory Boards	Town Hall / Others
1	1	6	3

Public Notices

The Village Clerk's Office issued a total of Eleven (11) Public Meeting Notices for June 2025. These notices include various types of meetings, including Town Hall, Village Commission Meetings, Workshops, Resident Advisory Boards, Meetings, Special Magistrate Hearings, Sunshine Meetings, and Request for Proposals.

Execution of Documents

Resolutions	Agreements
5	4

Records Management / Building Department Property Files Project
* Cap Government
Below is a summary of the scanned records:.
As of July 1 - 146 file size boxes have been scanned and fully uploaded to Laserfiche out of a grand total of 167.
As of July 1 - 10 large boxes with plans have been scanned and fully uploaded to Laserfiche out of a total of 14.

Business Tax Receipt - Update

As of July 7, 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 - Pending CU Submittal: 1
* Under Review by DERM for a CU: 15

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
PRR - June.pdf
Advisory Board - June Attendance.pdf

Last Updated:	7/3/2025 13:56				
Public Records Request Log - JUNE 2025					
DATE	**NAME (REQUESTOR)**	**DEPARTMENT**	**REQUESTED INFORMATION**	**COST**	**RESPONSE DATE (BUSINESS DAYS) CLOSED / COMPLETED**
6/17/2025	Agneth Camille foia@buildzoom.com	Building	Request a copy of your building permit records since May 1, 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	6/17/2025
6/10/2025	Jonathan Balog jonathan.balog@gmail.com	Building - Rodolfo	Short Term Rentals List	N/A	6/10/2025
6/2/2025	Rachel Streitfeld, ESQ. NBV - Mayor	Building Code Enforcement IT Village Clerk	Island Place - 1455 N. Treasure Drive: Reports, letters, and emails submitted to the Village from any engineer, general contractor, or architect on behalf of Island Place at North Bay Village condo association from the last 12 months.	N/A	6/10/2025
6/6/2025	Emma-Leigh Johnson eljohnson@lightboxre.com	Building CODE Village Clerk	Final Approved Site Plans (Excluding Grading, Mechanical, and Plumbing), any Variances and/or Special/Conditional Use Permits, and the planned development regulations for the South Kennedy Special Area Plan for 1872 79th Causeway Folio 23-3209-000-0250	N/A	6/9/2025 7/1/2025
6/2/2025	Arturo Gonzalez Lorena Botta lorenabotta11@hotmail.com	Building Village Clerk	Plans - 7505 Muitny Avenue	N/A	6/4/2025
6/3/2025	Sean Cuesta / AAA Impact Windows	Building Village Clerk	PERMIT BLDR-000519-2021	N/A	6/6/2025
6/6/2025	Nick Friedman 561-809-5669 friedmann.nicholas@gmail.com	Building Village Clerk	Floor Permit - 7501 E Treasure Drive, APT 8N	N/A	6/10/2025
6/12/2025	Genny Herrera Parra gennyherreraparra@gmail.com Chelyca2001@gmail.com	Building Village Clerk	1681 N BAY CAUSEWAY - FOLIO 2332090000090 - All plans	N/A	6/13/2025
6/12/2025	Michael Rodriguez mikerod553@gmail.com 305-303-8442	Building Village Clerk	1681 N BAY CAUSEWAY - FOLIO 2332090000090 - NEED FULL PLANS OF BUILDING INCLUDING ARCHITECTURAL, STRUCTURAL, FIRE, MECHANICAL , ELECTRICAL, PLUMBING. ALL AVAILABLE PLANS	N/A	6/13/2025
6/13/2025	Blaine Hernandez eiryll.blaine@gmail.com	Building Village Clerk	Plans - Palm Tree Club and Restaurant: 1819 79 Street	N/A	6/13/2025
6/13/2025	Emre Mustu admin@milehomes.com	Building Village Clerk	COO - 7904 W Drive, APT 417	N/A	6/13/2025
6/13/2025	Hayati Sumbul admin@milehomes.com	Building Village Clerk	COO - 1601 E Treasure Drive, APT 602	N/A	6/13/2025
6/13/2025	Blaine Hernandez eiryll.blaine@gmail.com	Building Village Clerk	Plans - Palm Tree Club and Restaurant: 1819 79 Street	N/A	6/30/2025
6/23/2025	Yhonathan Rodriguez - Project Manager / Atlantic Windows and Doors yhonathanr@awsmiami.com	Building Village Clerk	Structural Plans for 1900 S Treasure Drive	N/A	6/30/2025

6/23/2025	Alexandra Eichner - President / Continuum Company, LLC Allie@continuumcompany.com	Building Village Clerk	1819 79 Street Causeway: 1A. Any microfilm drawings the city has on record for the prior RESTAURANT (i.e., Shuckers Bar & Grill), dating back to when it first opened to the public in 1989. 1B. Any microfilm drawings the city has on record for the HOTEL & 2nd FLOOR EATING SPACE, dating back to when it first opened. 2A. Any building permit numbers the city has on record for the prior RESTAURANT (i.e., Shuckers Bar & Grill), dating back to when it first opened to the public in 1989. 2B. Any building permit numbers the city has on record for the HOTEL & 2nd FLOOR EATING SPACE, dating back to when it first opened. 3A. Any local BTR's issued to Shuckers Bar & Grill, dating back to when it first opened to the public in 1989. 3C. Any local BTR's issued to the hotel, dating back to when it first opened to the public in the 1970s. As far as I can tell, it was initially called Runaway Bay, then Holiday Inn, then Best Western, and now Palm Tree Club Miami. Despite the various name changes, it appears whatever was originally built is largely what remains, so I'm focused on any drawings that establish itst's existence prior to the change in name to Palm Tree Club	N/A	
6/27/2025	Ricardo Gonzalez - Ricky Realty rickyrealtyread@gmail.com	Building Village Clerk	7557 Mutiny Avenue - Floor Plans	N/A	6/30/2025
6/30/2025	Angie Suarez - Permitting Director-Construction Coordinator/Construction Division - SHOMA Group	Building Village Clerk	Plans from November 9, 2024 Regular Commission Meeting	N/A	6/30/2025
6/15/2025	Joe Balber - Property Key jbalber@propertykey.com	Code Enforcement Village Clerk	NBV - Code Violation Report	N/A	6/16/2025
6/30/2025	zurch2zurch@gmail.com	Finance	Salary data for North Bay Village employees. - name - start date - department - Position title for each person.	N/A	
6/4/2025	Anthony Brunson ABrunson@abcpasolutions.com	Finance Village Clerk	RFP 2025-003: Financial Auditing Services	N/A	6/4/2025
6/19/2025	foia@thedatabranch.com	Finance Village Clerk	PO from January 1, 2021 - PRESENT: 1. Purchase order number or equivalent 2. Purchase date 3. Vendor ID or equivalent 4. Vendor name 5. Line item details 6. Line item quantity 7. Line item unit price 8. Line item total price	N/A	6/19/2025
6/5/2025	Angela Moreland, Paralegal - City of Miami Attorney	Human Resources	Personnel file for NBV PD Officer Wuihudson Francois	N/A	
6/20/2025	Sam Johnson ssssjohnson62@gmail.com	Human Resources	Village Clerk Yvonne Hamilton: Evaluations; Commendations; Disciplinary Actions from date of hire until end of employment.	N/A	

6/27/2025	hotsegura2@gmail.com	Human Resources	Ivy Llauro AKA Ivy Delacruz and Ivy Torres DOB 7/30/1973 1. Employment application and resume 2. Employment dates and all job titles held 3. Salary history 4. Performance evaluations 5. Records of any disciplinary actions 6. Documentation regarding the reason for separation 7. Any complaints, investigations, or commendations 8. Any additional materials contained in her personnel, supervisory, or departmental files	N/A	
6/16/2025	Miami Community Newspapers grant@communitynewspapers.com grant@cnews.net	Marketing/Special Events	NBV Newsletter e-mail distribution list.	N/A	6/17/2025
6/5/2025	Daniel Combe Cano, ESQ; Staff Engineer / Langan	Public Works	AS-BUILTS - Water/Sewer: 1440 79th Street Causeway UNIT 117	N/A	6/13/2025
6/24/2025	Mark Zaruda, ESQ. recordrequest+23078+1750593700390@govrecordrequest.com	Public Works Finance	Final and compiled bid tabulation (bid tally), including all quantities and unit pricing for each bidder for 'Kennedy Causeway Complete Streets Short Term Improvements' that was submitted on 06/16/2025. ITB-2025-004-0-2025/AR. If a line-item bid summary or tally was not prepared, please provide the individual bid submissions from each general contractor.	N/A	
6/17/2025	Alisha Graham closings@fltcteam.com	Village Clerk	AFA Development Project Plans	N/A	6/17/2025
6/30/2025	fcantillo@shubinlawgroup.com 786 - 253 - 0309	Village Clerk	2023-PRESENT - Lobbyist/Principal List	N/A	7/1/2025

Last Updated: 7/3/2025 13:56

Public Records Request Log - JUNE 2025: NBV PD

DATE	NAME (REQUESTOR)	DEPARTMENT	REQUESTED INFORMATION	COST	RESPONSE DATE (BUSINESS DAYS) CLOSED / COMPLETED
6/2/2025	Kamari Dawson - Traffic Divisions / State Attorney	Police	NBV PD Case Number: 202500028585	N/A	6/2/2025
6/2/2025	Kamari Dawson - Traffic Divisions / State Attorney	Police	BWC: AKM94VE NBV PD Case Number: 202500028585	N/A	6/3/2025
6/3/2025	Jeff Weinsier - Investigative Reporter / WPLG - Channel 10 jweinsier@wplg.com	Police Village Clerk	Amy Gordon: 1. A summary report, investigative findings, or close-out memo from the North Bay Village Police Department's internal investigation into Sgt. Gordon's conduct; 2. Any relevant internal correspondence, notes, or memoranda detailing the department's conclusions and the decision to refer the matter to the State Attorney's Office; 3. Has any documentation been provided to or shared with the SAO from NBVPD concerning this case?	N/A	6/3/2025
6/3/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AGS63KE NBV PD Case Number:	N/A	6/4/2025
6/3/2025	Julianne Tagaytay claims1@felicettilawfirm.com	Police	NBV PD Case Number: 202500027870	N/A	
6/3/2025	Walter Solomon, MD waltersalomon777@gmail.com	Police	BWC NBV PD Case Number: 202500033657	$ 306.06	
6/5/2025	Editha Gomez MIAMI DADE STATE ATTORNEY's OFFICE EdithaGomez@MiamiSAO.com	Police	BWC: F25008327 NBV PD Case Number: 202500023954	N/A	5/5/2025

6/5/2025	Daniel Garcia - MSU Intake Clerk / State Attorney	Police	BWC: AKM8TRE NBV PD Case Number: 202500024315	N/A	6/5/2025
6/5/2025	Daniel Garcia - MSU Intake Clerk / State Attorney	Police	BWC: AKM8VHE NBV PD Case Number: 202500024934	N/A	6/6/2025
6/6/2025	Kamari Dawson - Traffic Divisions / State Attorney	Police	BWC: AKM8VHE NBV PD Case Number: 202500024934	N/A	6/5/2025
6/9/2025	Juanita White - Gang Unit / State Attorney	Police	BWC: NBV PD Case Number: 202400020436	N/A	6/9/2025
6/10/2025	Cynthia Mendez / State Attorney	Police	BWC: B25007670 NBV PD Case Number: 202500023759	N/A	6/16/2025
6/10/2025	Torias Freeman dhllc.atl@gmail.com	Police	All NBV PD records for MODA - 8000 W Drive made on June 10, 2025, between the hours of 2 a.m. and 5 a.m.	N/A	
6/12/2025	Kamari Dawson - Traffic Divisions / State Attorney	Police	BWC: AKM9A9E NBV PD Case Number: 202500030691	N/A	6/16/2025
6/13/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AI8ERZE NBV PD Case Number: 202400052251	N/A	6/13/2025
6/13/2025	Daniela Rovelo-Padgett daniela@oceanconsultingfl.com	Police	BWC: AI8F2YE NBV PD Case Number: 202400056940	N/A	6/16/2025
6/13/2025	Gigi Monet - Background Investigator / MDC Sheriff's Office MGigi@MDSO.com	Police	Records for Officer Rojas	N/A	6/26/2025
6/16/2025	Kamari Dawson - Traffic Divisions / State Attorney	Police	BWC: AKM92HE NBV PD Case Number: 202500027848	N/A	6/16/2025
6/17/2025	April Zaevi janice_a_zaevi@progressive.com	Police	NBV PD Case Number: 202500037668	N/A	6/17/2025
6/17/2025	Endwell Chimara MIAMI DADE STATE ATTORNEY's OFFICE endwellchimara@miamisao.com	Police	BWC: F2510185 NBV PD Case Number: 202500031211	N/A	6/17/2025
6/18/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM6G2E NBV PD Case Number: 202400068769	N/A	6/18/2025
6/18/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM92HE NBV PD Case Number: 202500027848	N/A	6/18/2025
6/20/2025	Gary Scott - Traffic Division / State Attorney	Police	BWC: AKM8XHE NBV PD Case Number: 202500026093	N/A	6/20/2025
6/23/2025	Daniela Alvarado / State Attorney	Police	BWC: AGS2OVE NBV PD Case Number:	N/A	6/23/2025
6/24/2025	COLE ACOLE2@FBI.GOV	Police	Any/All NBV PD records for Brittany Bull Panuccio AKA Brittany Kate Bull DOB: 09/14/1988	N/A	
6/26/2025	Kamari Dawson - Traffic Divisions / State Attorney	Police	BWC: AKM9F6E NBV PD Case Number: 202500032440	N/A	6/26/2025
6/26/2025	Kamari Dawson - Traffic Divisions / State Attorney	Police	BWC: AI8CUGE NBV PD Case Number: 202400023064	N/A	6/26/2025
6/26/2025	Sara William - Traffic Secretary / State Attorney	Police	BWC: AGS3ROE NBV PD Case Number: 20230045002	N/A	6/26/2025
6/26/2025	Sara William - Traffic Secretary / State Attorney	Police	BWC: AI8CLZE NBV PD Case Number: 202400021327	N/A	6/26/2025

6/27/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM94AE NBV PD Case Number: 202500028367	N/A	6/27/2025
6/27/2025	Sara William - Traffic Secretary / State Attorney	Police	BWC: AG5LWUE NBV PD Case Number: 202200045872	N/A	6/30/2025
6/28/2025	Carolyn Saulsberry - UNIT II Supervisor-County Court / State Attorney	Police	BWC: AKM8MQE NBV PD Case Number: 202500021898	N/A	5/16/2025
6/30/2025	Keith Moreno - Volunteer The Guardian Group	Police	Arrest records - 2024: - Name - Date of Arrest - Incident or Case Number - Charges - Use of Force information (type of force used in arrest, use of force number) - Gender - Age - Ethnicity	N/A	
6/9/2025 6/24/2025	Jan Duron newatlantismiami@gmail.com	Police	A list of residential addresses involved in a house fire from April 1, 2025, to April 30, 2025. A list of residential addresses involved in a house fire from May 1, 2025, to May 31, 2025.	N/A	6/27/2025

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	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Alili, Farahim	CANCELED	P	P	P	P	P		Summer Recess				
Cantave, Lidia		P	P	P	P	P						
Larche, Francois		P	P	P	A	P						
Parada, Jose		A	P	P	P	P						
VACANT		VACANCY OPENED - JUNE 2025										
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	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Siefken, Sandra Helena	CANCELED	P	P	P	CANCELED	P		Summer Recess				
Horwitz, Sandi		A	P	P		A						
Jacob, Paul		P	A	P		P						
Martin, Nicholas		P	A	A		P						
Zuniga, Marco		P	P	P		P						

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	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Doebler, David	A	P	P	CANCELED	P	P						
Krasner, Neil	P	P	P		P	P						
Krebs, Brenda	P	P	P		P	P						
Graham, Alisha	P	P	P		P	P						
Pfeffer, Oliver B.	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	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Turbides, Maximo E. - Alternate	CANCELED	P	CANCELED	P	CANCELED	P						
Losada, Joelyn		P		A		P						
Gonzalez, Jorge Pablo		P		P		P						
Abramson, Sherry		P		P		P						
Murphy, Paul		A		P		P						
Shaw, Ryan		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		*Summer Recess*				
Farriga, Bree		P		P								
Petrini, Jacob		P		P								
Quay, Nick		A		A								
Segall, Alexei Julian		P		P								

Last Updated: 7/3/2025 14:13

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

ITEM NO. 11.A

North Bay Village
Recommendation Memorandum

DATE: July 15, 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 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**

RECOMMENDATION

It is recommended that the Village Commission extend the professional services agreement for an additional three-year term, with the option to renew for two subsequent one-year periods, to maintain ongoing planning services.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's consideration and approval to extend a Professional Services Agreement with Calvin, Giordano & Associates for general planning services.

In late 2019, the Village issued Request for Qualification #2019-004 to solicit proposals from professional firms to provide planning services. Subsequently, on January 14, 2020, the Village awarded Calvin, Giordano, and Associates a contract for professional services. The Term of the agreement was for three years with the option to renew for two additional one-year period.

The scope of work under the existing agreement provides for a wide range of planning services, including but not limited to:

* Review of Planning and Zoning Applications: Assessing and providing recommendations on various applications related to land use, zoning changes, and development applications within the Village.

* Responding to Land Development Activities: Providing guidance and responses to land development projects, ensuring compliance with Village Code and community plans.

* Overseeing the Development and Maintenance of Land Use and Zoning Maps: Maintaining accurate and up-to-date maps required by local and state agencies and ensuring that the zoning regulations reflect current and future land uses within the Village.

* Oversee the Comprehensive Plan: Reviewing and updating the Village's Comprehensive Plan as necessary, ensuring that it aligns with long-term growth goals, state requirements, and community needs.

The proposed new fee schedule will take effect on May 1, 2025. Currently, the Village operates under the fee schedule submitted with the 2019 RFP.

It is recommended that the Village Commission approve an extension to the Professional Service Agreement with Calvin Giordano and Associates for general planning services for an additional 3-year term with the option to renew for 2 additional 1-year periods in order to continue the planning services.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
GL # 001.19.519.3160 FY 2025 Annual Budget $122,500; Monthly $10,208.

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Approving CGA Contract Extension.DOCX
Exhibit A - CGA -PSA Amendment-General Planning Services.pdf
Exhibit 1A - Fee Schedule Effective 20250101.pdf
Rates Comparison for prior years.pdf
Existing PSA CGA - Planning Services Agreement.pdf

RESOLUTION NO. 2025-_____

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.

WHEREAS, on January 14, 2020, the North Bay Village (the "Village") Commission adopted Resolution No. 2020-026 awarding an agreement to Calvin, Giordano, & Associates, Inc. (the "Consultant") for general planning services (the "Services") pursuant to Request for Qualifications No. 2019-004 (the "RFQ"); and

WHEREAS, on March 18, 2020, the Village and the Consultant entered into a Professional Services Agreement (the "Agreement") to perform the Services, which services include acting as a technical resource for Village Staff for project specific (including cost recovery assignments) or general planning support for day-to-day operations of the Planning and Zoning Division assigned on a work-order basis; and

WHEREAS, in accordance with Section 2.17 of the RFQ, the initial term of the Agreement awarded commenced on March 17, 2020, and continued for a period of three years, including two additional one-year option terms (the "Initial Term"), and thereafter expired on March 17, 2025; and

WHEREAS, to ensure continuity of the Services and avoid disruption of ongoing projects or day-to-day operations, the Village Manager recommends renewing the Agreement with the Consultant upon the same terms and conditions for a period of three years with the option to renew for two additional one year option terms (the "New Term"), as the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

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

WHEREAS, the Village Commission finds that the process of competitive bidding and proposals for the continuation of the Services is not in the best interest of the Village

and that an Amendment to the Agreement which authorizes the New Term at negotiated rates set forth in the Amendment attached hereto as Exhibit "A" (the "Amendment"); and

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village Commission finds that it is in the Village's best interest to approve an Amendment to the Agreement with the Consultant for continued Services in substantially the form attached hereto as Exhibit "A" and authorize the Village Manager to execute the Amendment; 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 Amendment with the Consultant for the Services in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Amendment, in substantially the form attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form, content and legal sufficiency, and to take any action which is reasonably necessary to implement the intent and purpose of this Resolution, including 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, Esq. _____
Vice Mayor Goran Cuk _____
Commissioner Doris Acosta _____
Commissioner Dr. 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

AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
NORTH BAY VILLAGE
AND
CALVIN, GIORDANO, & ASSOCIATES, INC.
FOR PLANNING SERVICES

THIS AMENDMENT to the Professional Services Agreement dated March 18, 2020 (the "Amendment") is entered into as of the ____ day of April, 2025 (the "Effective Date of this Amendment"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **CALVIN, GIORDANO, & ASSOCIATES, INC.**, a Florida corporation (hereinafter, the "Consultant"). Collectively, the Village and the Consultant are referred to as "Parties."

WHEREAS, on January 14, 2020, the North Bay Village (the "Village") Commission adopted Resolution No. 2020-026 awarding an agreement to Calvin, Giordano, & Associates, Inc. (the "Consultant") for planning services (the "Services") pursuant to Request for Qualifications No. 2019-004 (the "RFQ"); and

WHEREAS, on March 18, 2020, the Village and the Consultant entered into a Professional Services Agreement to perform the Services for a period of three years with two additional one year periods at negotiated rates (the "Agreement"), incorporated herein by reference; and

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

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

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

2. Term/Commencement Date. Section 2.1 of the Agreement, along with any reference to the term of the Agreement contained in Section 2.4 of the RFQ, is hereby amended and superseded in its entirety and replaced with the following:

> The term of this Agreement shall commence retroactively on March 18, 2025, and shall continue for a period of three years, with the option to renew for two additional one year terms, unless terminated earlier in accordance with the Agreement. Additionally, the Village Manager may renew this Agreement for up to two additional one year periods (i.e., March 18, 2028 through March 17, 2029 and March 18, 2029 through March 17, 2030) on the same terms as set forth herein upon written notice to the Consultant.

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

3. **Compensation and Payment.** The parties agree that, as of May 1, 2025, compensation under the Agreement shall be in accordance with the Professional Fee Schedule – 2025 Rates attached hereto as Exhibit 1 and incorporated herein by reference. (the "2025 Rate Schedule"). The 2025 Rate Schedule shall supersede any prior rate schedules for services performed on or after May 1, 2025.

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

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

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

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

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

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

NORTH BAY VILLAGE

By: _____
Frank Rollason
Village Manager

Attest:

By: _____
Alba L. Chang
Village Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:
North Bay Village
Attn: 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)

CONSULTANT

By: _____

Name: David Stambaugh

Title: Vice President

Entity: Calvin, Giordano & Associates, Inc.

Addresses for Notice:
Calvin, Giordano + Associates
Attn: David Stambaugh
1800 Eller Drive, Suite 600
Ft. Laud., FL 33316
954-921-7781 (telephone)
DStambaugh@cgasolutions.com (email)

With a copy to:
Attn: Jeannie Fabian
Calvin Giordano + Associates
1800 Eller Drive, Suite 600
Ft. Laud, FL 33316
954-921-7781 (telephone)
jfabian@safebuilt.com (email)

Calvin, Giordano & Associates, Inc.

A SAFEbuilt® COMPANY

PROFESSIONAL FEE SCHEDULE - 2025 RATES

Principal	$270
Contract Administrator	$250
Project Coordinator	$126
Executive Assistant / Clerical	$93

ENGINEERING

Director, Engineering	$242
Sr. Project Manager	$211
Project Manager	$192
Sr. Engineer	$194
Project Engineer	$169
Engineer	$144
Jr. Engineer	$126
Senior CADD Tech	$146
CADD Technician	$124
Permit Administrator	$118
Engineering Plan Review	$192
Certified Floodplain Manager	$169

LANDSCAPE ARCHITECT

Director, Landscape Architect	$242
Senior LA/Urbanist	$194
Environmental Administrator	$161
Environmental Specialist	$134
Environmental Assistant	$124
Landscape Architect/Urbanist	$178
Senior CADD Tech	$146
CADD Technician	$124
Landscape Inspector/Arborist	$134
Landscape Plan Reviewer	$183
Jr. Landscape Architect/Urbanist	$161
Landscape Designer	$134
Jr. Landscape Designer	$119
Landscape Analyst	$87

SURVEYING

Director, Surveying	$242
Senior Registered Surveyor	$191
Survey Crew	$177
Registered Surveyor	$171
Survey Coordinator	$137
CADD Technician	$124
3D Laser Scanner	$484
G.P.S. Survey Crew	$213

EXPERT WITNESS

Principal	$427
Registered Engineer/Surveyor	$362
Project Engineer	$296

INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	$161
Environmental Scientist	$134

CONSTRUCTION

Director, Construction	$242
Sr. Project Engineer (CEI)	$217
Project Administrator (CEI)	$163
Construction Management Director	$180
Construction Manager	$163
Senior Inspector	$134
ITS Inspector	$134
Inspector	$122
Inspector Aide	$117
Construction Coordinator	$126
Resident Compliance Specialist	$122

GOVERNMENT SERVICES

Director, Governmental Services	$242
Director, Code Enforcement	$189
Director, Building Code	$189
Project Manager	$192
Code Enforcement Field Supervisor	$144
Code Enforcement Field Inspector	$122
Special Magistrate Clerk	$93
Building Official	$149
Building Plans Reviewer	$128
Building Inspector	$122
Permit Processor	$93
Engineering Plan Review	$192
Certified Floodplain Manager	$169

PLANNING

Director, Planning	$242
Planning Administrator	$197
Principal Planner	$191
Planning Manager	$191
Senior Planner	$163
Planner	$137
Assistant Planner	$120
Planning Technician	$93
Grants Administrator	$197
Grants Coordinator	$137

DATA TECH DEVELOPMENT

Director, Data Tech Dev.	$242
GIS Coordinator	$191
GIS Specialist	$163
Multi-Media 3D Developer	$146
GIS Technician	$126
Sr. Applications Developer	$242
Applications Developer	$180
Network Administrator	$201
System Support Specialist	$146
IT Support Specialist	$110

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Building Code Services
Civil Engineering / Roadway & Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering & Inspection (CEI)
Construction Services
Data Technologies & Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Grant Management & Writing
Geographic Information Systems (GIS)
Governmental Services
Indoor Air Quality (IAQ)
Landscape Architecture
Planning
Project Management
Redevelopment & Urban Design
Surveying & Mapping
Transportation & Mobility
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL 33316
Tel: 954.921.7781
Fax: 954.921.8807

www.cgasolutions.com

Effective January 1, 2025

Rates NBV Comparison	RFQ 2019-004 (current rate)					PROPOSED EXTENSION
CGA RATE TABLES	**2014**	**2021**	**2022**	**2023**	**2024**	**2025**
PLANNING						
Principal Planner				$ 178.00	$ 185.00	$ 191.00
Planning Manager	$ 145.00	$ 151.00	$ 167.00	$ 178.00	$ 185.00	$ 191.00
Senior Planner	$ 125.00	$ 130.00	$ 143.00	$ 152.00	$ 158.00	$ 163.00
Planner	$ 105.00	$ 109.00	$ 120.00	$ 128.00	$ 133.00	$ 137.00
Grants Administrator				$ 183.00	$ 191.00	$ 197.00
ENGINEERING (CIVIL & TRAFFIC)						
Project Engineer	$ 130.00	$ 135.00	$ 149.00	$ 157.00	$ 164.00	$ 169.00
Traffic Enginner	$ 130.00	$ 135.00	$ 149.00	$ 157.00	$ 164.00	$ 169.00
Project Manager	$ 150.00	$ 156.00	$ 172.00	$ 179.00	$ 186.00	$ 192.00
LANDSCAPE ARCHITECTURE						
Senior LA/Urbanist	$ 135.00	$ 140.00	$ 154.00	$ 180.00	$ 188.00	$ 194.00
DATA TECH DEVELOPMENT						
GIS Technician	$ 100.00	$ 104.00	$ 115.00	$ 117.00	$ 122.00	$ 126.00

PROFESSIONAL SERVICES AGREEMENT BETWEEN
NORTH BAY VILLAGE
AND
CALVIN, GIORDANO & ASSOCIATES, INC.
FOR
PLANNING SERVICES

THIS AGREEMENT is made between **CALVIN, GIORDANO & ASSOCIATES, INC.**, an active, for-profit Florida corporation (hereinafter the "Consultant"), and **NORTH BAY VILLAGE**, a Florida municipal corporation, (hereinafter the "Village"). Consultant and Village may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, pursuant to the Completive Consultant Negotiation Act, the Village issued Request for Qualifications No. 2019-004 for General Planning Consulting Services Consultants (the "RFQ") to fulfill the day to day operation planning needs of the Village, as well as handle specific planning projects that might arise from time to time; and

WHEREAS, Consultant duly submitted a timely response, was ranked one of the top firms, and was awarded the RFQ by the Village Commission during its January Regular Commission; and

WHEREAS, the Village and Consultant, through mutual negotiation, have agreed on the terms and conditions in this Agreement for the provision of Planning Services.

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Consultant and the Village agree as follows.

1. **Scope of Services/Deliverables.**

1.1 The Consultant shall furnish the Planning Services to the Village as set forth in Exhibit "A," "CGA Proposal," dated January 22, 2020, which is attached to this Agreement and incorporated herein and made a part hereof by this reference.

1.2 The Parties recognize that, while the Scope of Services does not have a specified schedule, the on-going nature of day-to-day Planning Services will have frequent and regular schedules and timelines by which both the

Village and Consultant must abide as required by applicable state law and Village Code.

2. **Term/Commencement Date.**

2.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect until the conclusion of the Planning Services, unless earlier terminated in accordance with Paragraph 8.

3. **Compensation and Payment.**

3.1 The Village shall pay to Consultant, and Consultant shall be entitled to be paid, a fee, invoiced and payable on a monthly basis, based on the time spent on Village work pursuant to the values in the CGA Proposal. Additional work performed beyond the scope of services in the CGA Proposal ("Additional Work") requires the consent of the Village Manager. Any additional work performed without the Manager's consent shall not be compensable.

3.2 Consultant shall invoice the Village for all services rendered, and the Village shall remit payment to Consultant on a monthly basis. Invoices shall identify the services completed and the amount charged. The Village shall otherwise pay Consultant in accordance with the Florida Prompt Payment Act.

3.3 Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the initial Scope of Services. Consultant shall estimate, and obtain approval from the Village Manager prior to incurring, any expenses that may be incurred for Additional Work.

3.3 If a dispute should occur regarding an invoice submitted, the Village Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the Village Manager whose decision shall be final.

4. **Sub-Consultants.**

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

4.2 Any subcontractors used on Village work must have the prior written approval of the Village Manager or his designee.

5. **Village's Responsibilities.**

5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the Village.

5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform the Planning Services as may be requested in writing by the Consultant (if applicable).

6. **Consultant's Responsibilities.**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Planning Services as is ordinarily provided by a professional Consultant under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the Village Manager, the Consultant shall at Consultants sole expense, immediately correct the work. The Village in no way assumes or shares any responsibility or liability of the Consultant or Sub Consultant under this agreement.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any Village related matter.

8. **Termination.**

8.1 The Village Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Consultant, or immediately with cause. Cause for purposes of this Agreement shall be defined as: a material breach of this Agreement which Consultant fails to cure within five (5) days of receiving notice from the Village of such breach; a failure on the part of Consultant to adhere to the Village's reasonable requests regarding the objectives of this Agreement; and/or any act or omission of

Consultant that constitutes a violation of Federal, State, County, or Village law, or an act of moral turpitude.

8.2 Upon receipt of the Village's written notice of termination, Consultant shall stop work on the Project.

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

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

8.5 If the Consultant wishes to terminate this Agreement, it must provide the Village with ninety (90) days written notice. Failure to provide the Village with such days written notice may result in the Consultant being unable to do business with the Village in the future.

9. **Insurance.**

9.1 The Consultant shall secure and maintain throughout the duration of this Agreement medical and/or commercial insurance of such type and in such amounts as required for Consultant to operate its business.

9.2 The Village may require proof of the aforementioned insurance prior to the commencement of the Services. The Village further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

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

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

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

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification**.

12.1 Consultant shall defend, indemnify, and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or neglect of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or neglectt of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

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

12.3 Ten dollars ($10) of the payments made by the Village constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Consultant.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Village:	Ralph Rosado, PhD, AICP Village Manager North Bay Village 1666 Kennedy Causeway, 3rd Floor North Bay Village, FL 33141
With a Copy to:	Daniel A Espino, Esq. Weiss Serota Helfman Cole & Biermam, P.L. 2525 Ponce De Leon Boulevard, 7th Floor Coral Gables, FL 33134
For The Consultant:	Sarah Sinatra Gould Prinicipal Calvin Giordano & Associates, Inc. 1800 Eller Drive, Suite 600 Fort Lauderdale, FL 33316

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

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

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

15.3 Any terms and provisions of the CGA Proposal beyond the scope and cost of services shall supplement the terms herein and be applicable to the Parties, only to the extent that such terms do no contradict the terms of this Agreement.

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

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the Village under this Agreement shall be the property of the Village.

16.2 In addition to other contract requirements provided by law, Consultant shall:

16.2.1 Keep and maintain public records that ordinarily and necessarily would be required by the Village in order to perform the service;

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

16.2.3 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 Village.

16.2.4 Upon completion of the contract, transfer, at no cost, to the Village all public records in possession of the Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

16.3 The Village may cancel this Agreement for refusal by the Consultant to allow access by the Village Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

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

18. **Severability.**

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

19. **Independent Contractor.**

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

20. **Representations and Warranties of Consultant.**

20.1 Consultant hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

20.1.1 Consultant, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;

20.1.2 Consultant is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;

20.1.3 The execution, delivery and performance of this Agreement by Consultant has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is

required to render this Agreement a valid and binding instrument enforceable against Consultant in accordance with its terms; and

20.1.4 Consultant has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

21. **Compliance with Laws.**

21.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

22. **Non-collusion.**

22.1 Consultant certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the Village for the Services and has not colluded with any other individual or entity whatsoever.

23. **Truth in Negotiating Certificate.**

23.1 Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Consultant further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

24. **Waiver**

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

25. **Survival of Provisions**

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

26. **Prohibition of Contingency Fees.**

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

27. **Force Majeure.**

27.1 It is understood that performance of any act by the Village or Consultant hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces as may be necessary to meet Village needs, and, in such event, the Village shall withhold payment due Contractor for such period of time, if any. If the condition of force majeure exceeds a period of fourteen (14) days, the Town may, at its option and discretion, cancel or renegotiate the Agreement

28. **Counterparts**

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

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

Elora Riera, CMC, Village Clerk

NORTH BAY VILLAGE

By: _____
Ralph Rosado, PhD, AICP, Village Manager
Date: 3/18/20

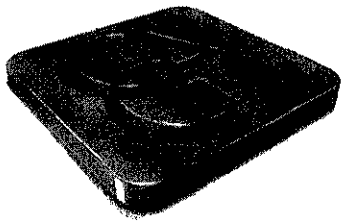
Approved As To Form and Legal Sufficiency for the Use And Reliance of North Bay Village Only:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

CALVIN GIORDANO & ASSOCIATES

By: _____
Sarah Sinatra Gould
Date: 3-16-2020

Exhibit "A"
CGA Proposal



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS℠

January 22, 2020

Dr. Ralph Rosado, PhD, AICP
Village Manager
City of North Bay Village
1666 Kennedy Causeway, #300
North Bay Village, FL 33141

RE: North Bay Village General Planning
CGA Proposal No. 20-3569

Dear Dr. Rosado, PhD, AICP,

We are pleased to submit this proposal for Professional Services on the above referenced project.

I. Professional Planning Services

A. Review planning and zoning applications.

B. Provide information to the general public as it relates to land development activities within the Village.

C. Provide information to builders and developers as it related to policies and procedures within the Village relative to land planning.

D. Oversee the development and maintenance of land use and zoning maps as required by local and state agencies.

E. Attend staff meetings, Village Commission meetings and Planning and Zoning Board Meetings as required by the Village Manager.

F. Act as staff for the Village to Miami-Dade County, South Florida Regional Planning Council and the State Department of Economic Opportunity.

Building Code Services
Civil Engineering / Roadway & Highway Design
Coastal Engineering
Code Compliance
Construction Engineering & Inspection (CEI)
Construction Services
Data Technologies & Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information Systems (GIS)
Governmental Services
Landscape Architecture
Planning
Project Management
Redevelopment & Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

G. Develop policies and procedures regarding planning & zoning activities and develop schedules and time frames for processing land development activities.

H. Provide information to the Village Manager or designee on all relevant and applicable planning issues.

I. Coordinate agenda items with the Village Clerk and Village Attorney for the Planning and Zoning Board.

J. Prepare zoning verification letters.

K. Review all development applications including site plans, site plan amendments, rezoning requests, land use plan amendments, vacations, conditional uses, special exceptions and variances.

L. Perform cost recovery development reviews.

M. Oversee any updates to the Comprehensive Plan.

BASIS OF PROPOSAL

- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the CLIENT since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.
- Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.
- Basic services outlined within this proposal shall be considered complete when the project plans are submitted to the regulatory agencies for Certification.
- Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates, Inc. and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.

- Calvin, Giordano & Associates, Inc. shall not be responsible for the contractor's schedules or failure to carry out the construction in accordance with the construction documents. Calvin, Giordano & Associates, Inc. shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction.
- Calvin, Giordano & Associates, Inc. will require that all consultants carry proper insurance, including professional liability insurance, if appropriate.
- Permit construction certification will include one partial and one final inspection.

ADDITIONAL FEES

The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Architectural, structural (i.e., retaining walls, bridges, docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.
- Calculations for needed fire flow for site demands, based on building type use and size, if required.
- Calculations of off-site flood stages.
- Construction quality control inspections.
- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
- Permit application or negotiation with permitting authorities other than those specifically listed herein.
- Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual);
- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stake-out and as-built drawings).
- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g., architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Re-review of rejected shop drawings.

- Review and approval of Contractor pay requests.
- Review of Data supplied by the CLIENT (i.e. GIS data sets, databases, aerial images, etc.) required for integration into this project.
- Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.
- Special shop drawing annotation and modification to expedite shop drawing approval process.
- Updated boundary survey, site evaluation or closing assistance work, unless specified above.

REIMBURSABLE EXPENSES

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, Federal Express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

MEETING ATTENDANCE

Due to the difficulties of predicting the number or duration of meetings, no meetings other than those listed above, are included in the Schedule of Fees shown below. Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

SCHEDULE OF FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for an hourly fee as shown in the proposed Schedule of Fees:

PROPOSED SCHEDULE OF FEES		
I	**Professional Planning Services**	**Hourly**
II	**Meetings not included in I thru I**	**Hourly**
	TOTAL Hourly (Plus Hourly Services)	**Hourly**

TERMS OF THE AGREEMENT

- Calvin, Giordano & Associates, Inc. and the CLIENT agree by their signatures on this document that each party will not hire or attempt to hire any staff from the other party while under contract together.
- Calvin, Giordano & Associates, Inc. is preparing and providing drawings, plans, specifications and other documents as outlined in the scope of services for this Agreement for use in the construction of this project, based upon design and construction criteria prepared and provided by others, including but not limited to the CLIENT and CLIENT's consultants. Calvin, Giordano & Associates, Inc. is not responsible for any errors and omissions in the aforesaid design and construction criteria provided by others.
- CLIENT agrees to indemnify, hold harmless and, at Calvin, Giordano & Associates, Inc.'s option, defend or pay for an attorney selected by Calvin, Giordano & Associates, Inc., to defend Calvin, Giordano & Associates, Inc., its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from, or related to any acts, omissions or negligence of CLIENT or its consultants.
- CLIENT agrees to limit Calvin, Giordano, & Associates, Inc.'s liability for any and all claims that CLIENT may assert on its own behalf or on behalf of another, including but not limited to claims for breach of contract or breach of warranty, to the amount of fees paid to Calvin, Giordano & Associates, Inc., pursuant to this Agreement.
- Drawings, specifications, and other documents and electronic data furnished by Calvin, Giordano & Associates, Inc. in connection with this project are instruments of service. All original instruments of service shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The CLIENT may request reproducible copies, and all original documents upon payment of all outstanding invoices, and expenses.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

- Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.
- PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CALVIN, GIORDANO & ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE IN NEGLIGENCE FOR ANY CLAIMS, DAMAGES, LOSSES, OR DISPUTES ARISING OUT OF OR SUBJECT TO THE CONTRACT.
- The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide complete professional services as outlined in this contract.
- The terms of Agreement shall be valid for the Client's acceptance for a period of thirty (30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the CLIENT.
- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.

MISCELLANEOUS PROVISIONS

- CLIENT and Calvin, Giordano & Associates, Inc., respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor Calvin, Giordano & Associates, Inc. shall assign this Agreement without written consent of the other.

- This Agreement represents the entire and integrated agreement between the CLIENT and Calvin, Giordano & Associates, Inc. and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Calvin, Giordano & Associates, Inc. and the CLIENT.
- Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.

TERMINATION OF THE AGREEMENT

- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Sarah Sinatra Gould
Director

ACCEPTANCE OF CONTRACT

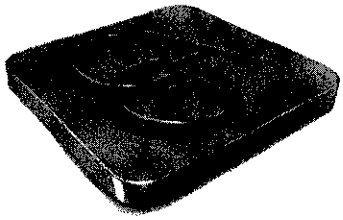
CALVIN, GIORDANO & ASSOCIATES, INC.

By: _____ Date: 1-22-20

Name: Sarah Sinatra Gould
Title: Director

By: _____ Date: 3/18/20

Name: Dr. Ralph Rosado, PhD, AICP
Title: Village Manager



Calvin, Giordano & Associates, Inc.

EXCEPTIONAL SOLUTIONS™

PROFESSIONAL FEE SCHEDULE

Principal	215.00
Contract Administrator	190.00
Project Administrator	165.00
Executive Assistant / Clerical	75.00
ENGINEERING	
Associate, Engineering (VI)	190.00
Director, Engineering (V)	175.00
Project Manager (IV)	150.00
Project Engineer (III)	130.00
Engineer (II)	110.00
Jr. Engineer (I)	100.00
Senior CADD Tech Manager	115.00
CADD Technician	95.00
Permit Administrator	90.00
DATA TECH DEVELOPMENT	
Associate, Data Tech Dev.	165.00
GIS Coordinator	145.00
GIS Specialist	125.00
Multi-Media 3D Developer	115.00
GIS Technician	100.00
Sr. Applications Developer	165.00
Applications Developer	135.00
Network Administrator	155.00
System Support Specialist	115.00
IT Support Specialist	85.00
GOVERNMENTAL SERVICES	
Associate, VP	190.00
Director of Code Enforcement	145.00
Director of Building Code	145.00
Project Manager	145.00
Grants Administrator	125.00
Code Enforcement Field Supervisor	110.00
Code Enforcement Field Inspector	90.00
Building Official	115.00
Building Plans Reviewer	90.00
Building Inspector	90.00
Permit Processor	75.00
SURVEYING	
Associate, Surveying	165.00
Senior Registered Surveyor	145.00
Survey Crew	135.00
Registered Surveyor	130.00
Survey Coordinator	105.00
CADD Technician	95.00
3D Laser Scanner	355.00
Hydrographic Survey Crew	330.00
G.P.S. Survey Crew	155.00
Sub-meter G.P.S	75.00
Soft Dig (per hole)	480.00
Utility Locates (per hour)	205.00

LANDSCAPE ARCHITECT	
Associate, Landscape Architect	165.00
Senior Landscape Architect	135.00
Environmental Administrator	125.00
Landscape Architect	120.00
Environmental Specialist	105.00
Landscape CADD Technician	95.00
Environmental Assistant	90.00
Landscape Inspector/Arborist	105.00
Landscape Designer	120.00
Landscape Site Plan Reviewer	135.00
INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	125.00
Environmental Scientist	100.00
CONSTRUCTION	
Associate, Construction	165.00
Construction Management Director	135.00
Construction Manager	125.00
Senior Inspector	100.00
Inspector	90.00
Construction Coordinator	90.00
EMERGENCY MANAGEMENT	
Director	145.00
Planner	105.00
Assistant Planner	90.00
PLANNING	
Associate, Planning	175.00
Director of Planning	150.00
Planning Administrator	150.00
Planning Manager	145.00
Senior Planner	125.00
Planner	105.00
Assistant Planner	90.00
EXPERT WITNESS	
Principal/Associate	330.00
Registered Engineer/Surveyor	280.00
Project Engineer	230.00

Building Code Services
Civil Engineering / Roadway & Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering & Inspection (CEI)
Construction Services
Data Technologies & Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information Systems (GIS)
Governmental Services
Indoor Air Quality
Landscape Architecture
Planning
Project Management
Redevelopment & Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

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In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

ITEM NO. 11.B

North Bay Village
Recommendation Memorandum

DATE: July 15, 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 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**

RECOMMENDATION

It is recommended that the Village Commission approve the proposed millage rate and dates and times of the Budget Hearings.

BACKGROUND AND ANALYSIS

In accordance with Section 200.065 of the Florida Statutes, the Village is required within thirty five (35) days of service of the Certification of Taxable Value to advise the Property Appraiser of the Village's proposed millage rate, the Village's rolled-back rate, and the date, time, and place at which public hearings will be held to consider the proposed millage rate and the tentative budget.

Declaration of Proposed Millage Rate:

The proposed millage rate for the Village for Fiscal Year 2025-2026 is declared to be 5.7062 mills, which is $5,706.20 per $1,000 of assessed property within the Village.

Declaration of Proposed Debt-Service Millage Rate:
The proposed Debt Service Millage is 1.1666

Proposed Schedule of Budget Hearings
* 1st Budget Hearing
Tuesday, September 16, 2025 at 6:00 PM
(To consider the proposed millage rate and tentative budget)

* 2nd Budget Hearing
Thursday, September 25, 2025 at 6:00 PM
(To adopt a millage rate and finalize the budget)

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
TBD

PERSONNEL IMPACT
None

ATTACHMENTS
Reso - Millage Rate And Budget Hearing Dates 2025-2026.docx
Budget Calendar FY 2026.pdf

RESOLUTION NO. 2025 –_____

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.

WHEREAS, Chapter 200, Florida Statutes, provides a procedure for the adoption of ad valorem tax and millage rates associated therewith; and

WHEREAS, Section 200.065, Florida Statutes, provides for the adoption of a proposed millage rate, together with the establishment of a rolled-back millage rate computed pursuant to Section 200.065(1), Florida Statutes; and

WHEREAS, on July 1, 2025, the Honorable Tomas Regalado, Miami-Dade County, Property Appraiser (the "Property Appraiser") served upon North Bay Village (the "Village"), Florida (the "Village") a "Certification of Taxable Value" certifying to the Village its 2025 taxable value; and

WHEREAS, the provisions of Section 200.065, Florida Statutes, require that the Village, within thirty-five (35) days of service of the Certification of Taxable Value, advise the Property Appraiser of the Village's proposed millage rate, the Village's rolled-back rate, and the date, time, and place at which public hearings will be held to consider the proposed millage rate and the tentative budget; and

WHEREAS, in accordance with the provisions of the Village's Charter and Florida law, the Village Commission is presenting the proposed millage rate, rolled back rate, and budget hearing dates to formally notify and allow all interested persons to be heard at the public hearings specified herein in regard to any proposed item thereof.

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. Declaration of Proposed Millage Rate. That the proposed millage rate for the Village for Fiscal Year 2025-2026 is declared to be 5.7062 mills, which is 5.7062 per $1,000.00 of assessed property within the Village.

Section 3. Computation of Rolled-Back Rate. That the rolled-back rate, as computed pursuant to Section 200.065, Florida Statutes, is 5.0445 mills, which is 5.0445 per $1,000.00 of assessed property within the Village. The proposed millage rate is 5.7062 mills or 13.11% higher than the rolled-back rate.

Section 4. Declaration of Proposed Debt-Service Millage Rate. That the proposed Debt Service Millage is 1.666.

Section 5. Schedule of Budget Hearings. That the date, time, and place of the first and second public hearings for the Village to consider the proposed millage rate and the tentative budget and to adopt a millage rate and adopt the budget, respectively, are hereby scheduled by the Village Commission as follows:

DATE	TIME	PLACE
1st Budget Hearing September 16, 2025 *(Tuesday)* *(To consider the proposed millage rate and tentative budget)*	6:00 PM	Village Hall 1666 Kennedy Causeway, #101 North Bay Village, FL 33141
2nd Budget Hearing September 25,2025 *(Thursday)* *(To adopt a millage rate and finalize the budget)*	6:00 PM	Village Hall 1666 Kennedy Causeway, #101 North Bay Village, FL 33141

The Village Commission will conduct a public hearing on the proposed general fund millage rate first. At the conclusion of the General Fund millage rate hearing, the Commission will conduct a public hearing on the Debt Service millage rate. These items will be followed by a public hearing on the Fiscal Year 2025-2026 Budget. The Budget may be discussed during the hearing, but the millage rate must be voted on first.

Section 6. Transmittal. That the Village Clerk and Village Manager are directed to take all necessary steps to submit the Village's 2025 Certification of Taxable Valuable (DR-420) Form and provide a certified copy of this resolution to the Honorable Tomas Regalado, Property Appraiser of Miami-Dade County, on or before Thursday, August 1, 2024.

Section 7. Authorization. That in the event that the Miami-Dade County Board of County Commissioners or the Miami-Dade County School Board schedule or reschedule a budget hearing on a date scheduled for a Village budget hearing, the Village Manager is authorized to change the date of either or both Village budget hearings.

Section 8. 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 17th day of July, 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

North Bay Village
HEART OF THE BAY

FY 2026 Proposed Budget Calendar

May 31, 2025	Departmental Budget requests placed on Public Shared Drive.
June 1, 2025	Property Appraiser estimated assessment of the value of all property no later than June 1 of each year (CH200.065(7) F.S.). Property Appraiser delivers the estimated 2025 assessment of roll values.
June 7, 2025	Capital Expenditure Project Requests due to Finance.
June 10, 2025	Departmental Budget Worksheets for FY 2026 and the Preliminary Year-End Estimates 9/30/2025 due to Finance.
June 12 – 14, 2025	One-on-One Meetings between Village Manager's Office, Department Heads and Finance review Departmental Budget Worksheets.
June 14, 2025	Departmental Overview (Department Mission Statements, Budget Messages, Description of Services & Activities and Department Goals) due to Finance.
June 14, 2025	Performance Measures due to Finance.
June 15 - June 23, 2025	Village Manager and Finance Finalize Proposed FY 2025 Budget Changes.
June 24, 2025	The Village Commission holds a First Workshop to Review the FY 2026 Proposed Operating Budget.
July 1, 2025	Property Appraiser certifies assessment of the value of all property no later than June 1 of each year (CH200.065(7) F.S.). Property Appraiser delivers the estimated 2025 assessment of roll values.

North Bay Village
HEART OF THE BAY

FY 2026 Proposed Budget Calendar

July 15, 2025	Adoption of the FY 2026 Proposed Budget, Tentative Millage Rates and Dates for Two (2) Public Hearings in September.
July 24, 2025	The Village Commission holds a Second Workshop to Review the FY 2026 Proposed Operating Budget & Capital Projects for All Funds and the Ad Valorem Millage Rate.
July 30, 2025	*Miami Dade County School Board First Budget Hearing for FY 2026. Wednesday, 6:00pm-8:00pm.*
July 31, 2025	Fiscal Year 2026 Proposed Budget Delivered to the Village Commission.
August 4, 2025	North Bay Village to Notify Property Appraiser of FY 2026 Proposed Millage Rates and Dates for Public Hearing on FY 2026 Budget.
September 4, 2025	*Miami Dade County Commission holds First Public Hearing on FY 2026 County Budget. Thursday, 5:00pm*
September 10, 2025	*Miami Dade County School Board holds second & Final Public Hearing on FY 2026 Budget. Wednesday, 6:00pm-8:00pm*
September 16, 2025	North Bay Village holds First Public Hearing on FY 2025 Tentative Budget.
September 18, 2025	*Miami Dade County Commission holds Second Public Hearing on FY 2026 County Budget. Thursday, 5:00pm*
September 25, 2025	North Bay Village holds Second & Final Public Hearing to Adopt FY 2026 Final Budget and Final Millage Rates.
October 1, 2025	Implement FY 2026 Budget.

ITEM NO. 11.C

North Bay Village
Recommendation Memorandum

DATE: July 15, 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 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)**

RECOMMENDATION

It is recommended that the Village adopt the proposed Management Benefit Policy for the Village Executive Level Employees.

BACKGROUND AND ANALYSIS

The proposed resolution seeks the Village Commission's consideration and approval to amend the Village's executive-level staff management benefits policy of 2006.

In March 2024, LagomHR completed a comprehensive Compensation Study for North Bay Village. The study offered recommendations aimed at enhancing the Village's ability to attract and retain qualified senior management personnel, as well as updating the salary ranges for existing employees. Based on those finding and current updates, the Village Manager and Human Resources Director propose targeted amendments to the existing management benefits policy of 2006.

Therefore, the Village, through the budgetary process, has brought forth a revised Management Benefits Policy that will take effect on October 1, 2025. This Policy is structured in the form of a Two-tier system with Tier 1 providing the most comprehensive benefits to the "Director" level employees and Tier 2 providing the "Executive / 2nd Line Employees" with comprehensive benefits at a notch lower than the Tier 1 group. The general overview of the Management benefits updates focuses on providing enhanced PTO time (with capped pay),

enhanced coverage for insurance, a monthly car allowance of $500, longevity retention incentives & educational enhancements for professional development. The initial proposed management benefits also contained an employer contribution amount into the employees 457 deferred compensation account, but it was proposed at the Village's recent budget meeting that this benefit be delayed for a period of two (2) fiscal years (FYs 25-26 & 26-27). As a result of the delay, the annual employer cost savings for the 457 contribution ($300 monthly, Tier 1) totals $50,000.

This updated enhanced Management Policy is a component of the Village's initiative to streamline and update all Village policies, pay plans, job description & CBA agreements in order to ensure compliance, fairness and equity in line with industry standards. These updates are also critical to for the Village to maintain a competitive edge with neighboring municipalities, enhancing the Village's ability to retain and recruit top talent, and ensure alignment with public sector best practices.

It is recommended that the Village Commission adopt the proposed amendments to management benefits as presented and allow the Village Manger to amend the Tier 1 and Tier 2 level employees listed in this policy, should change of titles or additional employees be added to the structure that should be eligible to receive these benefits.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
TBD

PERSONNEL IMPACT
14 Employees

ATTACHMENTS
Resolution Approving -Senior Management Benefits Policy.DOCX
Exhibit A - Mgmt benefits-Final.pdf
Benefits Survey.pdf
Old Management Benefits Policy.pdf

RESOLUTION NO. 2025-_____

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.

WHEREAS, North Bay Village (the "Village") is committed to attracting and retaining highly qualified and experienced senior management personnel to effectively lead and administer the operations of the Village; and

WHEREAS, the Village previously adopted Management Benefits Policy No. 05-05 (the "Policy"), which outlines the benefits applicable to executive-level management staff; and

WHEREAS, in March 2024, the Village's human resources consultant completed a comprehensive compensation study for the Village that included recommendations for retaining qualified senior management and updating the salary ranges for existing employees (the "Compensation Study"); and

WHEREAS, pursuant to Section 4.01(G) of the Village Charter, the Village Manager has the authority to direct and supervise the administration of all departments, offices, and agencies of the Village; and

WHEREAS, based on the recommendations in the Compensation Study and the direction provided by the Village Commission during the 2025-2026 budget process, the Village Manager recommends the adoption of the Amended Policy attached hereto as Exhibit "A" (the "Amended Policy"); and

WHEREAS, the Village Commission desires to approve the Amended Policy and allow the Village Manger to amend the Tier 1 and Tier 2 level employees listed in the Amended Policy, should change of titles or additional employees be added to the personnel structure that should be eligible to receive these benefits; 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 of Amended Policy. That the Village Commission hereby approves the Amended Policy attached hereto as Exhibit "A," which Amended Policy shall become effective on October 1, 2025.

Section 3. Implementation. The Village Manager is hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution, including allowing the Village Manger to amend the Tier 1 and Tier 2 level employees listed in the Amended Policy, should change of titles or additional employees be added to the personnel structure that should be eligible to receive these benefits, subject to approval by the Village Attorney as to form, content and legal sufficiency.

Section 4. Conflicts. That all policies or parts of policies, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict. The Amended Policy shall supersede all prior policies, resolutions, or ordinances related to executive-level management benefits that are inconsistent with the provisions of the Amended Policy.

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 July, 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

Management Benefits Policy

This Director Benefits Policy shall serve to supersede the Village Policy Manual for the specific items addressed below only for those individuals occupying position listed in Tier 1 & Tier 2.

For Village Manager – contractually negotiated benefits, may supersede benefits listed in Tier 1. If the contract is silent as to benefit, the Manager receives what is listed under Tier 1

Tier 1:

Village Manager; Deputy Village Manager; HR Director; Chief of Police; Deputy Chief of Police; Public Works Director; CIP Director; Village Clerk; Chief Financial Officer; Director of Communications; Parks & Recreation Director; Chief Information Officer; Building Director; Code Enforcement Director

Vacation time	Years 1, 2, 3, 4- (20 days) 5 and over - (25 days) (From 0-1 can only use vacation time after five months of employment or earlier with Village Mgr. approval)	Paid 100% upon departure	Carry over allowed Cash out max of 80 hours per fiscal year
Sick Time	16 days per year	Paid a max of 1920 hours upon departure	Carry over allowed Cash out max of 80 hours per fiscal year Ability to move 5 days of sick time each fiscal year to vacation bank
Emergency Cash out			Limited to no more than 100 hours each fiscal year taken from vacation/sick banks for emergency circumstances
Personal time	5 days total	Paid a max of 30 days upon departure	Carry over allowed
Car Allowance	$500 monthly or Village issued vehicle as per Village Manager's discretion.		
Cell Phone	Provided with Village Phone		

Educational Reimbursement	Max of $7,000 per fiscal year	Grade Reimbursement: A= 100% B= 90% C= 70%	Must remain employed with the Village for a period of Two (2) years after final reimbursement or monies reimbursed will be paid back to the Village
Longevity	At completion of year 3,4,5: $2,000 lump sum payment At completion of year 6, 7, 8, 9: $3,000 lump sum payment At completion of year 10 and completion of each year thereafter: $4,000 lump sum payment	Lump sum longevity not added to base pay	
Telework	Limited and allowed only at Village Manager's discretion		
Severance Pay (termination or mutually agreed upon resignation)	6 weeks total base pay with release from employee	Eligible after completion of 5 years of employment in a Tier 1 position	
FRS	Senior Management Service Class Designation		
Insurance Benefits (Health, Dental, Vision, Life)	Paid 100% of insurance coverage elected (employee & dependent) or the option of $500 monthly stipend with proof of other insurance	Life Insurance coverage for Employee at $300,000	

Merit / COLA	Merit increase annually ranging from 3-5% (budget & performance dependent based on date of hire or promotion)	COLA – shall receive the same amount as negotiated in civilian union contract (applied 1st of month each October	

Tier 2:

Chief Executive Assistant to the Village Manager; Legislative Aide, Assistant Chief of Police; PW Superintendent; Assistant Director of Marketing & Events; Chief Resilience Officer; Chief Procurement Officer; Public Safety Communications Manager; HR/Payroll Generalist

Vacation time	Years 1, 2, 3, 4- (15 days) 5 and over - (20 days) (From 0-1 can only use vacation time after five months of employment or earlier with Village Mgr. approval)	Paid 100% upon departure	Carry over allowed Cash out max of 80 hours per fiscal year
Sick Time	14 days per year	Paid a max of 960 hours upon departure	Carry over allowed Cash out max of 80 hours per fiscal year Ability to move 5 days of sick time each fiscal year to vacation bank
Emergency Cash out			Limited to no more than 100 hours each fiscal year taken from vacation/sick banks for emergency circumstances
Personal time	5 days total	Paid a max of 30 days upon departure	Carry over allowed
Car or car Allowance	Only provided at Village Manager Discretion per Village operational need		
Cell Phone	Provided with Village Phone		
Educational Reimbursement	Max of $4,000 per fiscal year	Grade Reimbursement: A= 100% B= 90% C= 70%	Must remain employed with the Village for a period of Two (2) years after final reimbursement or monies reimbursed will be paid back to the Village

Longevity	At completion of year 3,4,5: $1,000 lump sum payment At completion of year 6, 7, 8, 9: $2,000 lump sum payment At completion of year 10 and completion of each year thereafter: $3,000 lump sum payment	Lump sum longevity not added to base pay	
Telework	Limited and allowed only at Village Manager's discretion		
Insurance Benefits (Health, Dental, Vision, Life)	Paid 100% employee / 60% dependent coverage or the option of $400 monthly stipend with proof of other insurance	Life Insurance coverage for Employee at $150,000	
Merit / COLA	Merit increase annually ranging from 3-5% (budget & performance dependent based on date of hire or promotion)	COLA – shall receive the same amount as negotiated in civilian union contract (applied 1st of month each October)	

Municipality Name:	Vacation Time Amount per years of service	Sick time / Personal time &	Car Allowance or Car provided?	Phone Stipend Amount or Phone?	Life Insurance	Health, Dental, Vision	Educational Incentive	Merit	Cost of Living	Longevity Bonus	Severance	Cash out of time banks allowed annually.	Remote work allowed?	Juneteenth Holiday provided?
City of Miami	Ranges from 80 hours (2 weeks) to 192 hours (5 weeks)	12 days per year	Varies by position, some city provides others are given car allowance.	$50-$300 Depends on position.	Yes, and 2x the annual salary for execs	Yes.	Tuition reimbursement up to $7000 per calendar year. Education/degree incentives by department.	Depends and needs to be approved by CM		After 10 full years, employee shall received 5% and 15% after 20 years, Amounts vary by position and employee	Varies by position.	Yes, vacation (40 hours but up to 300 per year.) and sick upon normal retirement.	No.	yes

Municipality Name:	Vacation Time Amount per years of service	Sick time / Personal time &	Car Allowance or Car provided?	Phone Stipend Amount or Phone?	Life Insurance	Health, Dental, Vision	Educational Incentive	Merit	Cost of Living	Longevity Bonus	Severance	Cash out of time banks allowed annually.	Remote work allowed?	Juneteenth Holiday provided?
City of Coral Gables	Ranges from 4 weeks to hours to 1 month (depending on years of service) Annual leave is rolled over to each year until annual cap is reached. Balance is paid in full upon separation.	14 days annually	$500 for Directors $300 for Assistant Directors	Cell provided	Term Life and Accidental Death and Dismemberment equal to 1 x annual salary, fully paid by the City up to $200,000	They offer additional stipend to pay for dependent coverage, employee covered 100%		3%	2024-4% 2025-4% 2026-3.5%	loyalty is awarded based on the applicable time frame from which it was earned. (10yr, 15yr, 20yr, 25yr) 5% Prior to 9/26/2010 2.5% 9/27/2010-6/26/2016 3%6/27/2016 - Present	Depends on separation agreement		Hybrid Option – 2 days per week upon department/City Manager approval.	Yes

Municipality Name:	Vacation Time Amount per years of service	Sick time / Personal time &	Car Allowance or Car provided?	Phone Stipend Amount or Phone?	Life Insurance	Health, Dental, Vision	Educational Incentive	Merit	Cost of Living	Longevity Bonus	Severance	Cash out of time banks allowed annually.	Remote work allowed?	Juneteenth Holiday provided?
Miramar	100% payout upon Separation. Ranges from 10 to 25 days depending on YOS	20 days	• Assistant Director: $5,400 •Director: $5,400 •Chief of Staff/ Officer: $6,600 •Deputy City Managers: $7,800 • Assist. City Managers: $7,800 • City Manager: $9,600	Stipend of $650 annually	One and one-half times the employee's base salary, at the City's expense.	Municipality pays up to $1900 a month to apply towards your coverage selection	$7,000 per calendar year for undergraduate courses $10,000 per calendar year for graduate courses $10,000 per calendar year for any combination of undergraduate and graduate courses per calendar year $15,000 per calendar year for Doctoral	2% Annual Salary Increase	3%	Ranges from 1.25% of pay to 6.25% depending on YOS	Must be employed atleast 1 year to be eligible	Unlimited	no	Yes

Municipality Name:	Vacation Time Amount per years of service	Sick time / Personal time &	Car Allowance or Car provided?	Phone Stipend Amount or Phone?	Life Insurance	Health, Dental, Vision	Educational Incentive	Merit	Cost of Living	Longevity Bonus	Severance	Cash out of time banks allowed annually.	Remote work allowed?	Juneteenth Holiday provided?
Margate	Ranges from 2 weeks through 3 weeks	12 days	Selected employees receive $7200 per year Finance Director, HR Director, City Clerk, Assistant City Manager, Development Services Director	$85		Municipality pays 80% of selected coverage		Varies	4%				No	No

Municipality Name:	Vacation Time Amount per years of service	Sick time / Personal time &	Car Allowance or Car provided?	Phone Stipend Amount or Phone?	Life Insurance	Health, Dental, Vision	Educational Incentive	Merit	Cost of Living	Longevity Bonus	Severance	Cash out of time banks allowed annually.	Remote work allowed?	Juneteenth Holiday provided?
Miami Lakes	16 days per year	8 days	$500 per month	$40	Employees annual salary amount	Paid 100% for selected coverage		If budgeted	3%		No		Case by case basis	Yes

Municipality Name:	Vacation Time Amount per years of service	Sick time / Personal time &	Car Allowance or Car provided?	Phone Stipend Amount or Phone?	Life Insurance	Health, Dental, Vision	Educational Incentive	Merit	Cost of Living	Longevity Bonus	Severance	Cash out of time banks allowed annually.	Remote work allowed?	Juneteenth Holiday provided?
Coconut Creek	Varies from 15-30 days depending on YOS	14 day of sick	employees may receive between $4,800-$7,200 annual			Pays up to 82% of dependent coverage and 100% for employee	No cap on annual amount Reimburse: 100% – A grade 75%- B grade 50% - C grade	5% based on performance	Based on budget	Starts at year 3 ranges from $250 to $2,000 depending on YOS	City Mgr discretion	Yes – up to 40 hours vacation Yes – each year city pays any amount over sick cap	No	Yes

POLICY NAME: Management Benefits POLICY NUMBER: 5-05

ORGINAL DATE ISSUED: June 15, 2006

ORIGINALLY APPROVED BY: Charity Good, City Manager

DATE REVISED: September 11, 2012

REVISION APPROVED BY:_____ Dennis Kelly, City Manager

RESOLUTUION NUMBER: 2012-

RESOLUTION APPROVED BY COMMISISON: _____

PURPOSE:

To establish set standard benefits / severance pay for Management Employees.

DEFINITION:

Management Employees include City Manager, Deputy City Manager, Human Resource Manager / Director, City Clerk, Chief of Police, Assistant Chief of Police, Assistant to the Chief of Police, Finance Director, the Public Works Director and Chief Building Official. Contractual or part-time employees are not covered by this policy.

POLICY:

Benefits:

1. Management staff shall be entitled to receive FRS Management level contribution.
2. Management staff shall be entitled to vacation as follows: from the date of hire through three years of employment (three (3) weeks); greater than three years through five years (four (4) weeks); five years and above (five (5) weeks).
3. Management staff shall be entitled to sell vacation time and sick time up to a maximum of 80 hours annually.
4. Management staff shall be entitled to cell phone stipend of $100.00 monthly or entitled to receive a City issued smart phone under the City phone plan.
5. Management staff shall be entitled to receive $138.00 bi-weekly in vehicle allowance.
6. Management staff shall be entitled to life insurance coverage as follows: from the date of hire through three years employment $150,000 and after three years $300,000.
7. Management staff shall receive an education incentive salary increase of 3% for obtaining Bachelors Degree, 6% for obtaining a Masters Degree. Degrees should be related to field of work and must be obtained while employed with City and must remain with the City for a period of 2 years after degree is obtained or they will have to reimburse the City for the additional salary amount received to date of separation.
8. Management staff shall be entitled to $2,000 annually for continuing education as afforded to all city employees.
9. Management Staff shall be entitled to merit & cost of living increases as adopted in accordance with other City policies.
10. Management staff shall accrue benefits on the anniversary date of their hire.

Separations:

In the event of a job separation, employees shall receive the following:

1. Voluntary separation: Upon voluntarily separating from the City, employees will be entitled to salary through the date of separation and will receive a payout for any and all accrued leave as of the separation date.
2. Termination for non-disciplinary reasons: If the employee has been continually employed and on the City payroll for more than 3 years, the employee shall be compensated for salary through the date of separation and will receive a payout for any and all accrued leave as of the separation date.
3. Termination for disciplinary reasons: Termination for disciplinary reasons includes but is not limited to termination based on a felony conviction or a finding of guilt of in a felony case where adjudication has been withheld or a conviction or finding of guilt and withholding of adjudication in a misdemeanor case involving moral turpitude. In such circumstances, the employee will be compensated for salary through the date of separation.

POLICY NAME: Non Management / Non Union Employees

POLICY NUMBER: 2012- 02

DATE ISSUED: September 4, 2012

APPROVED BY: _____Dennis Kelly, City Manager

RESOLUTUION NUMBER: 2012-

RESOLUTION APPROVED BY COMMISISON: _____

PURPOSE:

To establish set standard benefits for non management / non union.

DEFINITION:

Non management / non union employees include: Executive Assistant to the City Manager and Commission, Human Resource Clerk and Special Events Coordinator, Public Works Supervisor, Budget Utility Accountant, Accountant II, Deputy City Clerk, Code Enforcement Officer, ATS Program Technical Coordinator and Front Desk Support Clerk, Administrative Assistant Generalist. Part time or contractual employees are not included.

POLICY:

Benefits:

1. These employees named above should receive the same benefits afforded to the employees who are members of the Laborers International Union (LIUNA).

ITEM NO. 11.D

North Bay Village
Recommendation Memorandum

DATE: July 15, 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 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**

RECOMMENDATION

It is recommended that the Village Commission approve the Grant Agreement for the Baccalaureate Program at Treasure Island Elementary School (TIES).

BACKGROUND AND ANALYSIS

The proposed resolution seeks the Village Commission's consideration and approval to enter into an agreement with the School Board of Miami-Dade County for the implementation of the International Baccalaureate Program (IB) at Treasure Island Elementary School (TIES).

The International Baccalaureate (IB) Program is a highly coordinated course of study linking Humanities, Science, Mathematics, Languages, and Community Service. Curriculum in the IB Diploma Program incorporates standard that assume a high level of aptitude and achievement. The Primary Years Program (PYP) is designed for students aged 3 to 12. It focuses on the development of the whole child as an inquirer, both in the classroom and in the world outside. It is a framework guided by six transdisciplinary themes of global significance, explored using knowledge and skills derived from six subject areas, as well as transdisciplinary skills, with a powerful emphasis on inquiry. The PYP is flexible enough to accommodate the demands of most national or local curriculums and provides the best preparation for students to engage in the IB Middle Years Program. The IB Learner concept is aimed at developing internationally minded people who, recognizing the common humanity and shared guardianship of the planet, help to create a better and more peaceful world.

The agreement proposes that the International Baccalaureate Program be funded for the 2025-2026, 2026-2027, and 2027-2028 School Years. Recognizing the IB Program requires annual funding, the District will discontinue the Program at any time if no further funding is committed by the Village for future years.

The term of the agreement shall remain in full force and effect for the 2025-2026, 2026-2027, and 2027-2028 school year and an additional three (3) one (1) year extensions, subject to mutual written agreement and funding.

The anticipated cost for the program is $17,497, including the annual program fee, the hourly rate of teachers, marketing materials, and supplies.

It is recommended that the Village Commission approve the proposed agreement as presented with the School Board of Miami-Dade County.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
$17,497 FY 2025-2026 Budget

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution - TIES IB Program 25-28.docx
NBV TIES IB Program Agreement 2025-2026 - 2027-2028.DOCX

RESOLUTION NO. 2025-____

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.

WHEREAS, the International Baccalaureate Program (the "IB Program") provides a magnet program of study focusing on the development of the whole child in a classroom setting with a global trans-disciplinary framework; and

WHEREAS, North Bay Village (the "Village") desires to support the implementation of the IB Program at Treasure Island Elementary School (the "School"); and

WHEREAS, the Village Commission desires to approve an agreement with the School Board of Miami-Dade County, Florida in substantially the form attached hereto as Exhibit "A" (the "Agreement"), to provide the IB Program at the School for the 2025-2026 through 2027-2028 school years, with the option to renew for an additional three one year terms, subject to budgeted funds; and

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

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

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

Section 2. Approval. That the Village Commission hereby approves the Agreement in substantially the form provided in Exhibit A.

Section 3. Authorization. That the Village Manager is authorized to execute the Agreement on behalf of the Village, subject to approval by the Village Attorney as to form and legal sufficiency, and to expend budgeted funds in an amount not to exceed $17,497 for fiscal year 2025-2026. That the Village Commission hereby further authorizes the Village Manager to execute any future amendments, renewals, or extensions of the Agreement (subject to future budgetary appropriations), subject to approval by the Village

Attorney as to form, content and legal sufficiency; to expend budgeted funds; and to take such further action as may be necessary to implement the purpose and provisions of this Resolution and the Agreement, as may be amended from time to time.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

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

Mayor 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

PROGRAM GRANT AGREEMENT
WITH NORTH BAY VILLAGE
FOR THE
INTERNATIONAL BACCALAUREATE PROGRAM
AT
TREASURE ISLAND ELEMENTARY SCHOOL

This Program Grant Agreement for the Treasure Island Elementary School International Baccalaureate Program ("Agreement") is entered into this ___ day of _____, 2025, by and between North Bay Village a Florida municipal corporation (hereinafter referred to as the "Village "), and The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as the "School Board" or "School District" or "MDCPS"). The Village and the School Board shall each be referred to herein as "Party", and collectively as "Parties."

In Consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the School Board and the Village agree as follows:

Section 1. Implementation of International Baccalaureate Program at Treasure Island Elementary School

(a) The School Board and the Village agree that the parties hereto shall continue to implement the Treasure Island Elementary International Baccalaureate Program ("the Program").

(b) The School Board agrees, subject to the availability of funding as set forth in Section 2 below, to support the implementation of the International Baccalaureate (1B) Program at Treasure Island Elementary School.

Section 2. Funding

(a) The Village agrees to provide funding as specified below in Section 3 in order to continue the International Baccalaureate Program for the 2025-2026, 2026-2027, and 2027-2028 School Years. Recognizing the IB Program requires annual funding, the District will discontinue the Program at any time if no further funding is committed by the Village for future years. Exhibit A Program Description is attached hereto and incorporated by reference to this agreement.

Section 3. Program Evaluation

The Board shall yearly provide the Village with an expense schedule under Exhibit B, detailing requested funds for training, salaries and any other cost center. The District shall provide to the Village its funding request in writing for continuation of the International Baccalaureate Program based on projected estimated costs. If no projected increase from the prior year is requested, the Village shall provide its approval in writing

within 45 calendar days of the date of submittal of this information by the District, and disburse the funds to the Board as follows: Funds for the 2025-2026 School Year and for subsequent years shall be due quarterly in four (4) equal installments due on October 31, January 31, April 30, and July 31 of each year. If the District presents and substantiates an increase in the allocation, the Village shall approve the increase as submitted, approve a lesser increase or disburse the funds to the Board no later than 45 calendar of the date of the request, and disburse the funds to the Board no later than October 31st of each year and thereafter, provided however that the Village disbursement to the Board shall not be less than the funds disbursed in year one. Where the Village has disapproved the request for an increase in the allocation by the Board or an increase presenting a lesser amount than requested, the District shall have the right but not the obligation to make programmatic reductions accordingly for the ensuing school year. The Parties shall mutually evaluate the achievement outcomes of the International Baccalaureate Program set forth in this agreement annually. Exhibit B Average Yearly Program Cost for Primary Years Program (PYP) is attached hereto and incorporated by referenced to this agreement.

This agreement will include the continuation of the program in 2025-2026, 2026-2027, and 2027-2028 school years, provided the Village provides funding as specified above.

Section 4. Resolution of Disputes

In the event of a dispute relating to this Agreement, the Parties shall seek an amicable resolution through meeting of their respective representatives. In the event that no resolution is agreed upon, each Party may seek resolution by following the dispute resolution procedures specified in Chapter 164, Florida Statutes.

Section 5. Effective Date and Term

This Agreement shall become effective upon execution by the School Board and the Village, ("Effective Date"), and shall remain in full force and effect for the 2025-2026, 2026-2027, and 2027-2028 school year and additional three (3) one (1) year extensions subject to mutual written agreement and funding. After the Effective Date, this Agreement may be cancelled for the 2026-2027 school year by either Party with thirty (30) days prior written notice prior to implementation and receipt of funds.

Section 6. Severability

If any item or provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 7. Notice and General Condition

All notices which may be given pursuant to this Agreement, except notices for meetings provided for elsewhere in this Agreement, shall be in writing and shall be

delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

Frank Rollason
Village Manager, North Bay Village
1666 Kennedy Causeway
North Bay Village, FL 33141
Phone: 305-978-0376

Email: villagemanager@nbvillage.com

cc:

Haydee Sera,
Village Attorney, North Bay Village
2800 Ponce De Leon, Suite 1200
Coral Gables, FL 33134
Phone: (305) 854-0800
Email: hsera@wsh-law.com

Superintendent
The School Board of Miami-Dade County, Florida
1450 N.E. 2nd Avenue, Room 912
Miami, Florida 33132

Copy to:
School Board General Counsel
1450 N.E. 2nd Avenue, Room 430
Miami, Florida 33132
Phone: 305-995-1304
Fax: 305-995-1412

Tabitha G. Fazzino
Chief Intergovernmental Affairs & Family and Community Engagement
1450 N.E. 2nd Avenue, Room 914
Miami, Florida 33132
Phone: 305-995-1206

Title and Paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

Section 8. Merger Clause

This Agreement, sets forth the entire agreement between the Parties and there are no promises or understandings other than those stated therein. It is further agreed that no modification, amendment or alteration of this Agreement shall be effective unless

contained in a written document executed with the same formality and of equal dignity herein.

Section 9. Assignment

Neither Party hereto may assign this Agreement without the prior written consent of the other Party hereto.

Section 10. Governing Law; Compliance with Laws

This Agreement will be interpreted and enforced in accordance with Florida law. The Parties agree that they shall comply with all applicable laws, ordinances and codes of all applicable governmental authorities. To the extent this Agreement conflicts with said laws, rules, ordinances or codes, said laws, rules, ordinances and codes shall prevail.

Section 11. Enforcement of Agreement; Venue

In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that each Party shall be responsible for all its fees and costs including attorneys' fees and costs, from inception through all appeals. Venue shall be in Miami-Dade County, Florida.

Section 12. No Third Party Beneficiaries

This Agreement is solely for the benefit of the Board and the Village and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Board and The Village any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Board and the Village , and their respective representatives, successors, and assigns.

Section 13. Indemnification

Each party agrees to be (i) fully responsible for its acts of negligence or its employees' acts of negligence when acting within the course and scope of their employment; and (ii) liable for any damages resulting from said negligence. The foregoing shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provision of that statute. Nothing herein shall be construed as making either party responsible for any liability or claim arising out of the negligent performance or failure of performance of the other party or as a result of the negligence or failure of performance of any third party. Further, nothing contained herein shall be construed or interpreted as: i) denying either party or other state or public entity any remedy or defense available

under the laws of the State of Florida; ii) the consent of either party to be sued; or iii) waiver of sovereign immunity of either party beyond the waiver described herein and provided in Section 768.28, Florida Statutes.

Section 14. Access to Records/Florida's Public Records Laws

This contract shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes.

IN WITNESS WHEREOF, this Program Grant Agreement for the International Baccalaureate Program at Treasure Island Elementary School has been executed by and on behalf of North Bay Village and the School Board of Miami-Dade County, Florida, on this _____ day of _____, 2025.

The School Board of Miami-Dade County, Florida

By: _____
Dr. Jose Dotres
Superintendent of Schools

Date: _____

SUBMITTED BY:	**APPROVED AS TO RISK AND BENEFITS** (as to the School Board):
_____ Charge Location Administrator Signature Date	_____ Risk Management Signature Date
_____ Office of Grants Administration Signature Date (if applicable)	**APPROVED AS TO FORM AND LEGAL SUFFICIENCY** (as to the School Board):
NOTE: Signature of Assistant Superintendent for the Office of Intergovernmental Affairs and Grants Administration required ONLY for contracts financed from Contracted Programs Funds (Part IV).	_____ School Board Attorney - Signature Date

By: _____
Frank Rollason
Village Manager

ATTEST:

_____
Alba Chang
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE BENEFIT OF THE VILLAGE OF NORTH BAY

Haydee Sera
Weiss Serota Helfman Cole + Bierman PL

EXHIBIT "A"

International Baccalaureate (IB) - Primary Years Programme (PYP)

The International Baccalaureate (IB) Programme is a highly coordinated course of study linking Humanities, Science, Mathematics, Languages, and Community Service. Curriculum in the IB Diploma Programme incorporates standards that assume a high level of aptitude and achievement.

The Primary Years Programme (PYP) is designed for students aged 3 to 12. It focuses on the development of the whole child as an inquirer, both in the classroom and in the world outside. It is a framework guided by six transdisciplinary themes of global significance, explored using knowledge and skills derived from six subject areas, as well as transdisciplinary skills, with a powerful emphasis on inquiry.

The PYP is flexible enough to accommodate the demands of most national or local curriculums and provides the best preparation for students to engage in the IB Middle Years Programme.

The IB Learner concept is aimed to develop internationally minded people who, recognizing the common humanity and shared guardianship of the planet help to create a better and more peaceful world.

IB Learners strive to be:

- Inquirers
- Open-minded
- Knowledgeable
- Caring
- Thinkers
- Risk-takers
- Communicators
- Balanced
- Principled
- Reflective

The IB Primary Years Programme:

- addresses students' academic, social and emotional well-being
- encourages students to develop independence and to take responsibility for their own learning
- supports students' efforts to gain understanding of the world and to function comfortably within it
- helps students establish personal values as a foundation upon which international-mindedness will develop and flourish
- The six subject areas identified within the IB Primary Years Programme
- language
- mathematics
- science
- social studies
- arts
- personal, social and physical education

Miami-Dade County Public Schools and North Bay Village Partnership for the
International Baccalaureate Program
at Treasure Island Elementary

Budget Implementation for Primary Years Program (PYP) at Treasure Island Elementary

Commitment	Description	2025-2026 Year 1	2026-2027 Year 2	2027-2028 Year 3
5730	IB Annual Fee*	$9350	$9350	$9350
5150	Hourly Pay Quarterly planning sessions for teachers (10 teachers; 15 hours; approximately $30/teacher plus fringes)	$6,500	$6,500	$6,500
5399	Marketing Materials to support program visibility and community awareness	$1,000	$1,000	$1,000
5510	Supplies	$646	$647	$647
5730	Evaluation*		$3020	
	Minimum Anticipated Total	$17,496	$17,497	$17,497
GRAND TOTAL for 3 Year funding support provided by North Bay Village: **$55,510**				

The M-DCPS Department of Advanced Academic Programs will provide the following support:

- Program implementation assistance for administrators and coordinator
- Professional development for teachers
- IB Evaluation fee (required by IB every 5 years)

*The IB annual fee and evaluation is based on the 2025-2026 amount may increase slightly yearly as determined by the International Baccalaureate Organization.

ITEM NO. 11.E

North Bay Village
Recommendation Memorandum

DATE: July 15, 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 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**

RECOMMENDATION

It is recommended that the Village Commission approve the license agreement with Sunbeam Development Corporation for the use of the property located at 1601 North Treasure Drive.

BACKGROUND AND ANALYSIS

The proposed resolution seeks the Village Commission's approval to approve a license agreement with Sunbeam Development Corporation for the use of the vacant property located at 1601 North Treasure Drive.

The Village seeks to use the property to operate the Village's Youth Recreational Soccer Program. At present, the program is being held on the field at Treasure Island Elementary School (TIES), which is located next to the Village-owned property at 1841–1851 Galleon Street. This site will serve as a temporary location until construction of the new Village Community Center and athletic fields is completed

The Village has partnered with Project Football, LLC, to bring enhanced benefits and amenities to the Village, including new green space enhancements and recreational services for our residents. The Village Community Center and Park project is scheduled to break ground in 2025. The project is a transformative public-private partnership that will bring new amenities to Treasure Island Elementary School (TIES), including a state-of-the-art

Community Center that will be a focal point for cultural events and recreational activities for the Village.

As part of the construction phase, the program activities will need to be relocated in order to start the construction phase. As a result, the Village entered discussions with Sunbeam Corporation for the potential use of the vacant property.

Below are key points of the License Agreement:

- The Licensed Area shall be used exclusively for the operation of the Village's youth recreational soccer program.
- The Village shall maintain the grass on the Licensed area, including mowing and watering regularly to keep the field in good condition.
- Installation of a net on the West side of the field to prevent balls and other projectiles from landing in adjacent properties
- Parking for participants and spectators shall be limited to on-street parking along North Treasure Drive, adjacent to the south side of the Property. No on-site parking shall be permitted.
- 2-3 sets of keys to open the gate and locks to keep secure: Coach Creece and Key Village Staff.

The Term of the Agreement is for one (1) year after the effective date. The Term may be extended upon mutual written agreement of the Parties. The Village Manager may extend the Term without further approval of the Village Commission.

It is recommended that the Village Commission approve the License Agreement with Sunbeam Development Corporation for the use of the vacant property.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution - Sunbeam Lic. Soccer Program-TI Condo.DOCX
Exhibit A - Agreement (Treasure Island Condo) .DOCX

RESOLUTION NO. 2025-_____

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.

WHEREAS, North Bay Village (the "Village") operates a recreational soccer program (the "Soccer Program"); and

WHEREAS, the Village desires to use a portion of the property located at 1601 North Treasure Drive (the "Property") for its Soccer Program; and

WHEREAS, Sunbeam Developer Corporation (the "Owner") has agreed to allow the Village to use a portion of the Property, subject to the terms and conditions of a revocable license agreement; and

WHEREAS, the Village and the Owner have negotiated a Limited Revocable License Agreement attached hereto as Exhibit "A" (the "Agreement") for the Village's use of the Property for its Soccer Program and related activities (the "Licensed Purpose"); and

WHEREAS, the Village Commission desires to authorize the Village Manger to negotiate and execute the Agreement with the Owner in substantially the form attached hereto as Exhibit "A" for the Village's use of the Property for the Licensed Purpose, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency; and

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

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

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

Section 2. Authorization. That the Village Commission hereby authorizes the Village Manager to negotiate and execute the Agreement with the Owner, in substantially the form attached hereto as Exhibit "A," subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

Section 3. Implementation. That the Village Manager and Village Attorney are hereby authorized to take such further action as may be necessary to implement the Agreement, 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 June, 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

LIMITED REVOCABLE LICENSE AGREEMENT
BETWEEN
NORTH BAY VILLAGE, FLORIDA
AND
SUNBEAM DEVELOPMENT CORPORATION

THIS LIMITED REVOCABLE LICENSE AGREEMENT ("Agreement") is entered into this _____ day of June 2025 ("Effective Date") by and between North Bay Village, a Florida municipal corporation ("Village" or "Licensee"), and Sunbeam Development Corporation, a Florida profit corporation ("Licensor"). The Village and Licensor may be referred to in this Agreement individually as "Party" and collectively as the "Parties."

RECITALS:

1. The Licensed Area means the property located at 1601 North Treasure Drive, North Bay Village, FL 33141, as further described and depicted on Exhibit "A" attached hereto and incorporated herein (the "Licensed Area").
2. The Licensor is the owner of the Licensed Area.
3. The Licensor wishes to grant the Village a limited, revocable license to use the Licensed Area exclusively for the purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants of the Parties as set forth in this Agreement, and other valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, it is agreed by and between the Parties as follows:

1. Grant of License and Use.

1.1. License. The Licensor grants to the Village a limited, revocable license to use and occupy the Licensed Area solely for the Licensed Purpose (as defined below). This license is personal to Licensee and may not be assigned or transferred to any party without the Licensor's express, written consent. The parties do not intend to create a lease or any other interest in real property for Licensee through this Agreement, and the parties only intend to create a license that is revocable at will by either Licensor or Licensee as provided herein.

1.2. Revocable at Will. Licensee acknowledges and understands that the permission to use the Licensed Area is limited to the conditions herein and the License Purpose and is revocable at any time at the Licensor's convenience, for any reason or no reason. The Agreement shall terminate pursuant to written notice given hereunder by either party.

1.3. Use. Licensor authorizes Licensee to use the Licensed Area solely for the Licensed Purpose and during the Licensed Hours set forth in Exhibit "B."

2. Non-Exclusivity. Licensor designates Licensee as a non-exclusive user of the Licensed Area during the Term of this Agreement. Licensor specifically reserves the right to contract with any other entity providing similar services.

3. Term. The term of this Agreement shall commence upon the execution hereof and shall remain in effect through one (1) year after the Effective Date, except as may be sooner terminated in accordance with the terms of this Agreement (the "Term"). The Term may be extended upon mutual written agreement of the Parties. The Village Manager may extend the Term without further approval of the Village Commission.

4. Termination.

4.1. This Agreement may be terminated by Licensor with or without cause by providing at least one hundred twenty (120) days' written notice to Licensee of such termination.

4.2. Licensee acknowledges and agrees that Licensor shall have no liability to Licensee for incidental or consequential damages, loss of business, or otherwise, for terminating this Agreement in accordance with the terms set forth above.

4.3. Upon termination of this Agreement by either Party, Licensee shall, at its sole cost and expense, immediately restore the Licensed Area to the same or better condition that it was delivered to the Licensee.

5. License Fee. The Parties agree that there is no license fee associated with this Agreement.

6. Condition of Licensed Area.

6.1. Licensor makes the Licensed Area available to Licensee in an "as is" condition. Licensor makes no representations or warranties concerning the condition of the Licensed Area or the Licensed Area or its suitability for use by Licensee or its customers or invitees, and assumes no duty to warn either Licensee or its customers or invitees concerning conditions that exist now or may arise in the future.

6.2. In making the Licensed Area available for use by Licensee, Licensor assumes no liability for loss or damage to Licensee's property. Licensee agrees that Licensor is not responsible for providing security at the Licensed Area, and Licensee hereby waives any claim against Licensor in the event Licensee's property is lost or damaged.

7. Operations & Maintenance.

7.1. Licensee shall be solely responsible for: (i) maintaining the Licensed Area to the Licensor's standards applicable for use by Licensee as permitted under this Agreement; and (ii) obtaining any applicable permits required by local, the County, the State, and/or any Federal agencies.

7.2. Licensee shall exercise due care in its use of the Licensed Area and shall be responsible for maintaining the Licensed Area in good condition and repair. Licensee shall not act, or fail to act, in any way that results in excessive wear or damage to the Licensed Area. Licensee expressly agrees to repair, replace, or otherwise restore any part or item of real or personal property that is damaged, lost or destroyed to as good or better condition as a result of Licensee's use of the Licensed Area. Should Licensee fail to repair, replace, or otherwise restore such real or personal property, Licensee expressly agrees to pay and be responsible for Licensor's costs in making such repairs, replacements, or restorations.

7.3. Licensee shall be responsible for all operations and maintenance of the Licensed Area during the Licensed Hours.

8. Liability and Indemnification.

8.1. Licensee hereby assumes all financial, administrative and legal responsibility in connection with, related to, or arising out of the use of the Licensed Area.

8.2. Licensee shall indemnify, hold harmless, and defend Licensor, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from (a) Licensee's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts, whether oral or written, between Licensee and third parties made pursuant to this Agreement; and (b) Licensee's use and operation of the Licensed Area. Licensee shall reimburse Licensor for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and

for any judgment or damages arising from Licensee's performance or non-performance of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Village of any immunity to which it is entitled by law, including but not limited to the Village's sovereign immunity as set forth in Section 768.28, Florida Statutes.

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

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

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

9.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of Licensee shall be allowed to provide services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

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

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

9.5. **Additional Insured.** Except with respect to Worker's Compensation Insurance**,** Licensor is to be specifically included as an Additional Insured for the liability of Licensor resulting

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

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

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

10. Risk of Loss. In no event shall Licensor be liable or responsible for injury, loss, or damage to the Licensed Area, improvements, fixtures, and/or equipment belonging to, in the care of, or rented by the Licensee, its officers, agents, employees, invitees, or patrons**,** resulting from, or in connection with the use of the Licensed Area and/or performance or non-performance of the provisions of this Agreement, which may arise as a result of theft, destruction, or damage of any kind, or nature whatsoever, including without limitation, any direct, or indirect physical loss, or damage to the Licensed Area from any peril whatsoever, and loss of electricity, explosion, release of gas, steam, vapors, water damage, leakage or seepage, from, or into any part of the premises, including breakage, obstruction, or other defects of any kind within the premises, such as pipes, sprinklers, wires, air conditioning, plumbing, appliances, lighting fixtures, and acts of God. In addition, Licensor will not be held liable for any act of negligence by any user of the Licensed Area, or any occupants, or any person whomsoever, whether such damage or injury results from conditions arising upon the area, or upon other portions of the area, or from other sources.

11. Public Records. Licensor understands that the public shall have access, at all reasonable times, to all documents and information pertinent to this Agreement, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Village and the public to all documents subject to disclosure under applicable law. For purposes of this section, the term: (a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2); and (b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law. In addition to other contract requirements provided by law, Licensor shall comply with public records laws, specifically to: (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of Licensor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. Licensor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Licensee.

NOTICE PURSUANT TO §119.0701(2)(a), FLORIDA STATUTES

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ALBA L. CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM.

12. [INTENTIONALLY OMITTED]

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

14. [INTENTIONALLY OMITTED]

15. **Independent Contractor; No Joint Venture.** In all matters related to this Agreement, the Licensor is to be considered an independent contractor and not a Village employee. None of the provisions of this Agreement are intended to create nor shall they be deemed or construed to create any relationship between Licensor and Licensee other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the Parties hereto, nor any of their respective employees shall be construed to be the employer, partner, agent, shareholder, officer or representative of the other. This Agreement does not create a joint venture, partnership, or other business or private/public enterprise between the Parties. Licensor shall be responsible for any and all of its expenses in performing its duties under this Agreement. Licensee shall not be responsible for any expense incurred by Licensor. Licensee shall furnish its own transportation, office, and other supplies as necessary in carrying out its duties under this Agreement.

16. **Applicable Law; Venue; Waiver of Jury Trial.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in state or federal courts of Miami-Dade County, Florida. **IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.**

17. **Attorneys' Fees.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at trial and any and all appellate levels, including post-judgment proceedings.

18. **Assignment.** Licensee shall not assign, sublet, transfer, or otherwise dispose of this Agreement, or any portion thereof, or permit the Licensed Area to be occupied by other organizations, entities or persons, without the advance written approval of Licensor. It is specifically understood and agreed that Licensor's decision to either permit or deny any such assignment, subletting or transfer shall be within its sole and exclusive discretion and that any such decision by Licensor shall be presumed to be reasonable. Licensee shall provide a minimum of thirty (30) days' notice prior to the proposed effective date of a proposed

assignment. In the event any assignment is approved by Licensor, the assignee shall agree to be bound by all of the terms and conditions of this Agreement.

19. **Licenses.** Licensee shall, without expense to Licensor, be responsible for obtaining any necessary licenses, permits, and approvals in connection with this Agreement.

20. **[Intentionally Omitted]**

21. **Compliance with Laws.** Licensee shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to Licensor, Licensee, the Licensed Area or the operations conducted at the Licensed Area. A violation of any such laws, ordinances, resolutions, rules, regulations or orders, as amended, shall constitute a material breach of this Agreement, and in such event, Licensor shall be entitled to exercise any and all rights and remedies hereunder and at law and in equity.

22. **Miscellaneous.**

22.1. **Binding Agreement.** The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective legal representatives, successors, and assigns.

22.2. **Severability.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of the agreement between the Parties.

22.3. **Non-Discrimination.** Both parties agree that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, national origin, mental or physical handicap, in the use of the Licensed Area. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of the other party, effective the date of the court order.

22.4. **Authority.** Each party represents and warrants that the representative signing this Agreement on its behalf has all right and authority to bind and commit that Party to the terms and conditions of this Agreement and that the execution, delivery and performance of this Agreement has been duly authorized by appropriate and applicable action.

22.5. **No Authority to Bind.** Neither Licensor nor Licensee shall have authority to contract for or legally bind the other Party with respect to any matter, including but not limited to the subject matter of this Agreement.

22.6. **Regulatory Powers.** The Village cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Licensed Area or any operations at the Licensed Area. Nothing herein shall be deemed to create an affirmative duty of Village to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its ordinances, rules and regulations, federal laws and regulations and state laws and regulations.

22.7. Sovereign Immunity. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Village's sovereign immunity protection 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.

22.8. Deadlines. Whenever a deadline designated in this Agreement falls on a Saturday, Sunday, or Legal Holiday as defined in Section 683.01, Florida Statutes, as it may be amended from time to time, the deadline shall be extended to the next business day.

22.9. Calendar Days. Unless otherwise stated, all references to "days" shall mean calendar days, not business days.

22.10. Time. Time is of the essence as to each term of this Agreement.

22.11. Force Majeure. Neither party will be liable to the other or be deemed in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or governmental authorities' approval delays which are not caused by any act or omission of Licensee.

22.12. Severability. The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held to be invalid or unenforceable in whole or in part by a court of competent jurisdiction, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions of this Agreement.

22.13. Headings. The headings for each section in this Agreement are for the purposes of reference only and shall not limit or otherwise affect the meaning of any provision.

22.14. Integration; Entire Agreement; Amendments. This writing contains the entire Agreement of the Parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. This Agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this agreement and executed by duly authorized representatives of the parties.

22.15. Waiver. There shall be no waiver by either Party of any right related to this Agreement unless in writing and signed by the Village. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver of such right. The failure of either Party to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct

22.16. Intent to be Legally Bound. By signing this Agreement, the Parties confirm and state that they have carefully read the Agreement, that they know the contents thereof, that they fully expect to carry out each and every provision, and that they intend to be legally bound by the rights and obligations set forth herein.

22.17. No Third Party Beneficiaries. Neither Party intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third

party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

22.18. Survival of Provisions. Any terms or conditions of this Agreement that require acts beyond the date of the term of this Agreement shall survive termination of this Agreement and shall remain in full force and effect unless and until the terms or conditions are completed.

22.19. Counterparts. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[THIS SPACE HAS INTENTIONALLY BEEN LEFT BLANK.]
[SIGNATURE PAGE FOLLOWS.]

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

LICENSOR, SUNBEAM DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: _____

Entity: _____

LICENSEE, NORTH BAY VILLAGE

By: _____
Frank Rollason
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:

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

With a copy to:

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

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

EXHIBIT A
Licensed Area

The licensed area shall be at: 1601 North Treasure Drive, North Bay Village, FL 33141, which is identified for real property tax purposes by folio number 23-3209-010-0050 (reference), as more particularly reflected in the following map/image:



EXHIBIT B
LICENSED PURPOSE, HOURS, AND OPERATIONAL CONDITIONS

Pursuant to Section 1 and Section 7 of the License Agreement, the Licensed Area shall be used solely for the following purpose and under the following conditions:

1. The Licensed Area shall be used exclusively for the operation of the Village's youth recreational soccer program (the "Licensed Purpose"). No other activities, programming, or events are permitted on the Licensed Area.

2. Use of the Licensed Area shall be limited to the following days and hours (the "Licensed Hours"):
   a) **Days**: [INSERT DAYS OF WEEK, e.g., Monday, Wednesday, Saturday]
   b) **Hours**: [INSERT TIME RANGE, e.g., 4:00 p.m. – 7:00 p.m.]

3. No use of the Licensed Area is permitted outside of the Licensed Hours unless otherwise approved in writing by the Licensor.

4. Operational & Maintenance Responsibilities:

   a) Field Maintenance: Licensee shall maintain the grass on the Licensed Area, including mowing and watering, on a regular basis to keep the field in playable condition.

   b) Net Installation: Licensee shall install a tall net or similar barrier along the western boundary of the Licensed Area to prevent soccer balls or other projectiles from entering adjacent properties. The design and placement of the net shall be subject to Licensor's prior written approval.

   c) Parking: Parking for participants and spectators shall be limited to on-street parking along North Treasure Drive, adjacent to the south side of the Property. No on-site parking shall be permitted.

   d) Access and Security: Licensor shall provide Licensee with two to three (2–3) sets of keys for gate and lock access to the Licensed Area. Keys shall be issued to the following individuals:

      - Coach Creece
      - Designated Public Works Department staff
      - Designated Police Department staff

   e) Licensee shall be responsible for maintaining the security of the Licensed Area during and outside of program hours.

ITEM NO. 11.F

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: July 15, 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 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**

RECOMMENDATION

It is recommended that the Village Commission approve the proposed amendment to the Agreements with Project Football, LLC (PFL) relating to the Development of the Community Center.

BACKGROUND AND ANALYSIS

The proposed resolution seeks the Village Commission to approve of an amended agreement between the Village and PFL, LLC for the Village Community Center Project.

In 2021, the Asociación del Fútbol Argentino (AFA) submitted a proposal to the Village for the development and operation of a soccer complex, soccer academy, recreational facilities, Village office space, and other amenities, at an approximately 48,000 square foot Village-owned property located at 1851 Galleon Street and at Treasure Island Elementary School TIES, which is owned by the School Board of Miami-Dade County.

On December 12, 2023, the Village Commission approved a site plan for both the Treasure Island Elementary School and the Village-owned Galleon Street properties for a new Community Center. subsequently, during its February 13, 2024, Regular Commission Meeting, the Village Commission approved four agreements AFA relating to the:

- Development/construction of amenities at Treasure Island Elementary School ("TIES") and the Village's adjacent Galleon Street property; and
- Operations/maintenance at both of the above sites, once development/construction is complete.

AFA has modified the design of the proposed Galleon Street Community Center and site plan into what many have argued is a more attractive, community-serving design that also includes a rooftop terrace that can be used for public events as well as regular entertainment.

In May 2024, the Village Commission approved three revised agreements with AFA. Subsequently, the amended site plan was approved administratively, without further hearings, as authorized by the Village's Unified Land Development Code. On September 10, 2024, the Village Commission approved additional revisions to the agreements to provide for the Village's contribution of $1,200,000 towards the project and reaffirmation of approval of the TIES Operations Agreement, which was approved in February 2024.

Most recently, at its Regular Commission Meeting on November 12, 2024, the Village Commission approved four newly revised agreements with Project Football, LLC, which uphold AFA's ongoing obligations and responsibilities related to the project.

During its April 12, 2025, Regular Meeting, the Village Commission approved the addition of a third floor to the Galleon Community Center
As a result, the Village's agreement(s) with Project Football, LLC must be updated.

The proposed agreement reflects:

* The addition of a third floor for the development; and
* The Community Center portion of the project will include a food and beverage concession area.

It is recommended that the Village Commission approve the proposed resolution and amended agreement.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
TO BE ADDED

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution -1st Amendment To Galleon St Agreements.DOCX
Exhibit A- 1st Amendment - Develop. -Construction (Galleon).docx
Exhibit B-1st Amendment-Operations and Mng. (Galleon).docx

RESOLUTION NO. 2025- _____

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.

WHEREAS, on October 11, 2021, North Bay Village (the "Village") received an unsolicited proposal from the Asociación del Fútbol Argentino ("AFA")(a/k/a the Argentine Football Association) for the development of the Village-owned property located at 1851 Galleon Street (the "Galleon St. Property") and the recreational fields adjacent to the Galleon St. Property at Treasure Island Elementary School located at 7540 Treasure Drive (the "TIES Property"); and

WHEREAS, the Village subsequently issued a Request for Proposal ("RFP") for the Development and Operation of a Sports Complex and Academy, Recreational Facilities, Municipal Offices, and Other Amenities at the Galleon St. Property and TIES Property (the "Project"); and

WHEREAS, on February 17, 2022, the Village Commission selected the proposal submitted by AFA for the Project and authorized the Village Manager to negotiate with AFA to clarify and improve potential deal terms for the Project; and

WHEREAS, on September 21, 2022, the Village and AFA entered into a Development and Construction Management Agreement for the development of the Galleon St. Property component of the Project (the "Development Agreement"), and, in consideration of AFA's development of the Galleon St. Property, an Operations and Management Agreement for the operation and management of the Galleon St. component to be developed as part of the Project (the "Operations Agreement"); and

WHEREAS, the Village Commission has previously approved revisions to the Development Agreement and Operations Agreement pursuant to various resolutions, each of which revised, amended and restated the terms of the original agreements; and

WHEREAS, on November 12, 2024, the Village Commission adopted Resolution No. 2024-097, which approved and authorized four new agreements with Project Football LLC ("PFL"), thereby formally substituting PFL for AFA as the contracting party; and

WHEREAS, subsequently, on April 15, 2025, the Village Commission approved the addition of a third floor for the development of the Community Center at the Galleon St. Property for future use by the Village; and

WHEREAS, in addition, PFL has requested, and the Village agrees, that the Community Center portion of the Project include a food and beverage concession area ("Concession Area"); and

WHEREAS, the Village now desires to amend the Development Agreement and the Operations Agreement for the Galleon St. Property to reflect the addition of a third floor (approved on April 15, 2025), provide for the Concession Area, and incorporate other revisions to the agreements as deemed necessary by the Village and PFL; and

WHEREAS, the Village Commission desires to approve and authorize the Village Manager to execute the First Amendment to the Development Agreement and the First Amendment to the Operations Agreement, in substantially the form attached hereto as Exhibit "A" and Exhibit "B," respectively; and

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

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

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

Section 2. Approval; Authorization; First Amendment to Development Agreement. That the Village Commission hereby approves and authorizes the Village Manager to execute the First Amendment to the Development Agreement in substantially the form attached hereto as Exhibit "A," subject to the Village Attorney's approval as to form, content, and legal sufficiency.

Section 3. Approval; Authorization; First Amendment to Operations Agreement. That the Village Commission hereby approves and authorizes the Village Manager to execute the First Amendment to the Operations Agreement, in substantially the form attached hereto as Exhibit "A," subject to the Village Attorney's approval as to form, content, and legal sufficiency.

Section 4. Implementation. The Village Manager is hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution, including such non-material changes as may be needed to First Amendment(s) approved by this resolution. That the Village Commission hereby confirms that implementation of this Resolution may include administrative approval of the amended Site Plan.

Section 5. Severability. In the event any portion or section of this Resolution is determined to be invalid, illegal, or unconstitutional by a court or agency of competent jurisdiction, such decision shall in no way affect the remaining portions of this Resolution, which shall remain full force and effect.

Section 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 Andy Rotondaro	_____

PASSED AND ADOPTED on this ___ day of July, 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
THE DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT
BETWEEN NORTH BAY VILLAGE
AND
PROJECT FOOTBALL LLC
(Galleon St. Property)

THIS FIRST AMENDMENT ("**Amendment**") to the DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT dated March 13, 2025 (the "**Development Agreement**") is made, adopted and executed this ____ day of July, 2025 by and between NORTH BAY VILLAGE, a Florida municipal corporation (the "**Village**") and PROJECT FOOTBALL LLC, a Florida limited liability company ("PFL"). The Village and PFL shall be referred to individually as a "**Party**" and collectively as the "**Parties**".

R E C I T A L S

WHEREAS, on April 15, 2025, the Village Commission approved the Village Manager's request to include an additional floor in the Village Facility for future use by the Village;

WHEREAS, the Village and PFL have agreed to add an additional floor to the Village Facility;

WHEREAS, the Village and PFL would like to amend the Development Agreement to provide for an additional floor in the Village Facility, build out a restaurant on the ground floor, and to amend some of the terms and conditions therein.

NOW, **THEREFORE**, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by the Parties and intending to be legally bound hereby, agree as follows:

1. **Recitals**. All of the above recitals are true and correct in every respect and are incorporated herein and made a part hereof.

2. **Defined Terms**. All capitalized terms used in this Amendment that are not otherwise defined herein shall have the meaning ascribed to it in the Development Agreement.

3. **Amended Provisions**. The Development Agreement is amended as follows:

3.1. Recital C shall be deleted in its entirety and replaced as follows:

> C. The Village and AFA have agreed that PFL will pay (subject to the Village Contribution and Preliminary Budget, as such terms are defined below) for and coordinate the development on the Project Site of the following improvements (the "**Project**"), which will be owned by the Village, as such Project is further described in in the specifications attached

hereto as **Exhibit "B"** (the "**Description of Improvements**") and in the proposal and recommendations submitted by PFL regarding the concept, development strategy, architectural and design schedule guidelines, process and strategy for obtaining governmental approvals, construction schedule requirements, construction budget requirements, and other relevant construction and development matters related to the Project (the "**PFL Proposal**"): (i) one, three story building with a minimum of 15,000 gross square feet of office space, bathrooms, restaurant, locker rooms, community center facilities, a rooftop seating area, and a third floor that shall be constructed with a minimum of 5,000 gross square feet and left as a shell for the Village's future use and final build out (such building, the "**Village Facility,**" and such third floor reserved for future Village uses, the "**Shell Space**"); and (ii) six multi-use courts, including 4 padel courts and 2 pickleball courts.

3.2. Section 1.1(e) shall be deleted in its entirety and replaced as follows:

(e) The Village will have no responsibilities or obligations in connection with obtaining financing to build or operate the Project. Rather, PFL shall be responsible for any and all costs in connection with the Project, including without limitation, the repayment of any financing and costs in connection therewith except for the costs of the Village Galleon Improvements and Village Contribution. For the avoidance of doubt, any financing obtained by PFL shall not result in the imposition of any mortgage, security interest or lien upon the Project Site. Notwithstanding the foregoing, the Village shall be financially responsible for the construction of the Shell Space (as set forth in Section 1.1(q)) and for certain items (the "**Village Galleon Improvements**") as set forth in the preliminary budget attached hereto as **Exhibit "C"** (the "**Preliminary Budget**") and the cost of the bond and insurance associated with the Village Galleon Improvements. The Village shall be financially responsible for any overage arising from the Village Galleon Improvements. In addition, the Village agrees to contribute the sum of $1,200,000 (such amount, the "**Village Contribution**") towards the Village Facility construction. The Village Contribution shall be payable upon the Village's receipt of written notice along with evidence demonstrating that PFL has paid an equivalent amount towards the advancement of the Project. The Village Contribution shall be disbursed in accordance with monthly draws as submitted by PFL, which shall be accompanied by the invoices from the General Contractor, Project Architect, Engineers, and all other consultants, professionals and material suppliers engaged in the Project.

3.3. The following subsection (q) shall be added to Section 1.1:

(q) PFL will construct the Shell Space as part of the Project. The Shell Space shall be constructed to include rough electricity, rough plumbing, and rough HVAC to be connected by Village at a later date. The Village shall be responsible for all costs directly associated with the construction of the Shell Space including, but not limited to, engineering, architectural, construction, bond, and insurance fees and costs. The build out of the Shell Space will be at the Village's sole cost and expense. The Parties agree that the good faith estimate attached hereto as Exhibit C-2 is subject to change and is merely to establish an estimate of the costs of construction of the Shell Space.

3.4. Exhibit B to the Development Agreement shall be amended to reflect the Shell Space.

4. **Term**. This Amendment will become effective as described in Section 12 below and will remain in effect throughout the term of the Development Agreement, unless terminated at an earlier date pursuant to the provisions of the Development Agreement, by mutual agreement of the Parties, or by law.

5. **Conflicts**. If there is a conflict between this Amendment and the Development Agreement, the terms of this Amendment will govern.

6. **Agreement Continuance**. Except as expressly modified and supplemented by this Amendment, all other terms and conditions in the Development Agreement remain in full effect and continue to bind the Parties thereto.

7. **Amendments**. No amendments to this Amendment will be effective unless it is in writing and signed by all Parties or their authorized representatives.

8. **Counterparts**. The Parties may execute this Amendment in any number of counterparts, each of which is an original but all of which constitute one and the same instrument. This Amendment, agreements ancillary to this Amendment, and related documents entered into in connection with this Amendment are signed when a party's signature is delivered by facsimile, e-mail, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

9. **Severability**. If any provision contained in this Amendment is, for any reason, held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision of this Amendment, but this Amendment will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it, unless the deletion of the provision would result in such a material change so as to cause completion of the transaction contemplated by this Amendment to be unreasonable.

10. **Entire Agreement**. This Amendment, together with the Development Agreement, constitutes the final agreement between the Parties. It is the complete and exclusive expression of

the Parties' agreement with respect to its subject matter. All prior and contemporaneous communications, negotiations, and agreements between the Parties relating to the subject matter of this Amendment are expressly merged into and superseded by this Amendment. The provisions of this Amendment may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither Party was induced to enter into this Amendment by, and neither Party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this Amendment. Except as set forth expressly in this Amendment, there are no conditions precedent to this Amendment's effectiveness.

11. **Headings**. The descriptive headings of the sections and subsections of this Amendment are for convenience only, and do not affect this Amendment's construction or interpretation.

12. **Effectiveness**. This Amendment will become effective when the Parties have signed it. The date this Amendment is signed by the last party to sign (as indicated by the date associated with that party's signature) will be deemed the date of this Amendment.

13. **Necessary Acts; Further Assurances**. Each Party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this Amendment contemplates or to evidence or carry out the intent and purpose of this Amendment.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Amendment for the purposes herein expressed as of the date and year next to each signature.

PROJECT FOOTBALL LLC, a Florida limited liability company

By: Roberto Dominguez
Its: Manager
Date: _____

Attest:

NORTH BAY VILLAGE, a Florida municipal corporation

Print Name: _____
Village Clerk
Date: _____

By: Frank Rollason
Its: Village Manager
Date: _____

Approved for legal form and sufficiency for the use and benefit of the Village

Weiss Serota Helfman Cole + Bierman P.L.
Village Attorney
Date: _____

FIRST AMENDMENT
TO
THE OPERATIONS AND MANAGEMENT AGREEMENT
BETWEEN NORTH BAY VILLAGE
AND
PROJECT FOOTBALL LLC
(Galleon St. Property)

THIS FIRST AMENDMENT ("**Amendment**") to the OPERATIONS AND MANAGEMENT AGREEMENT dated March 13, 2025 (the "**Operations Agreement**") is made, adopted and executed this ____ day of July, 2025 by and between NORTH BAY VILLAGE, a Florida municipal corporation (the "**Village**") and PROJECT FOOTBALL LLC, a Florida limited liability company ("PFL"). The Village and PFL shall be referred to individually as a "**Party**" and collectively as the "**Parties**".

R E C I T A L S

WHEREAS, on April 15, 2025, the Village Commission approved the Village Manager's request to include an additional floor in the Village Facility for future use by the Village;

WHEREAS, the Village and PFL have agreed to add an additional floor to the Village Facility;

WHEREAS, the Village and PFL would like to amend the Operations Agreement to provide for an additional floor in the Village Facility, build out a restaurant on the ground floor, and to amend some of the terms and conditions therein.

NOW, **THEREFORE**, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by the Parties and intending to be legally bound hereby, agree as follows:

1. **Recitals**. All of the above recitals are true and correct in every respect and are incorporated herein and made a part hereof.

2. **Defined Terms**. All capitalized terms used in this Amendment that are not otherwise defined herein shall have the meaning ascribed to it in the Development Agreement.

3. **Amended Provisions**. The Operations Agreement is amended as follows:

3.1. Recital D shall be deleted in its entirety and replaced as follows:

> D. Pursuant to the Development and Construction Agreement, the Village and PFL have agreed that PFL will pay for and manage the development and construction of the following improvements (the "**Improvements**") on the Project Site, which will be owned by the Village: (i) one building with a minimum of 15,000 gross square feet of office space,

bathrooms, restaurant, locker rooms, community center facilities and a rooftop seating area (such building, the "**Village Facility**"); and (ii) six Multi-Purpose courts, including 4 padel courts and 2 pickleball courts (such Multi-Purpose courts, the "**Multi-Purpose Courts**", and all of such Galleon St. Lot improvements, the "**Galleon St. Lot Improvements**")..

4. **Term**. This Amendment will become effective as described in Section 12 below and will remain in effect throughout the term of the Operations Agreement, unless terminated at an earlier date pursuant to the provisions of the Operations Agreement, by mutual agreement of the Parties, or by law.

5. **Conflicts**. If there is a conflict between this Amendment and the Operations Agreement, the terms of this Amendment will govern.

6. **Agreement Continuance**. Except as expressly modified and supplemented by this Amendment, all other terms and conditions in the Operations Agreement remain in full effect and continue to bind the Parties thereto.

7. **Amendments**. No amendments to this Amendment will be effective unless it is in writing and signed by all Parties or their authorized representatives.

8. **Counterparts**. The Parties may execute this Amendment in any number of counterparts, each of which is an original but all of which constitute one and the same instrument. This Amendment, agreements ancillary to this Amendment, and related documents entered into in connection with this Amendment are signed when a party's signature is delivered by facsimile, e-mail, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

9. **Severability**. If any provision contained in this Amendment is, for any reason, held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision of this Amendment, but this Amendment will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it, unless the deletion of the provision would result in such a material change so as to cause completion of the transaction contemplated by this Amendment to be unreasonable.

10. **Entire Agreement**. This Amendment, together with the Operations Agreement, constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement with respect to its subject matter. All prior and contemporaneous communications, negotiations, and agreements between the Parties relating to the subject matter of this Amendment are expressly merged into and superseded by this Amendment. The provisions of this Amendment may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither Party was induced to enter into this Amendment by, and neither Party is relying on, any statement, representation, warranty, or agreement of the other party

except those set forth expressly in this Amendment. Except as set forth expressly in this Amendment, there are no conditions precedent to this Amendment's effectiveness.

11. **Headings**. The descriptive headings of the sections and subsections of this Amendment are for convenience only, and do not affect this Amendment's construction or interpretation.

12. **Effectiveness**. This Amendment will become effective when the Parties have signed it. The date this Amendment is signed by the last party to sign (as indicated by the date associated with that party's signature) will be deemed the date of this Amendment.

13. **Necessary Acts; Further Assurances**. Each Party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this Amendment contemplates or to evidence or carry out the intent and purpose of this Amendment.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Amendment for the purposes herein expressed as of the date and year next to each signature.

PROJECT FOOTBALL LLC, a Florida limited liability company

By: Roberto Dominguez
Its: Manager
Date: _____

Attest:

NORTH BAY VILLAGE, a Florida municipal corporation

Print Name: _____
Village Clerk
Date: _____

By: Frank Rollason
Its: Village Manager
Date: _____

Approved for legal form and sufficiency for the use and benefit of the Village

Weiss Serota Helfman Cole + Bierman P.L.
Village Attorney
Date: _____

ITEM NO. 11.G

North Bay Village
Recommendation Memorandum

DATE: July 15, 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, 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**

RECOMMENDATION

It is recommended that the Village Commission approve a work order issued by Exp US Services, Inc., for landscape architectural services in the amount of $19,912.50.

BACKGROUND AND ANALYSIS

The proposed resolution requests Village Commission approval of a Work Order with EXP US Services, Inc., for the next phase of the JFK Causeway median beautification project.

In 2022, the Village was awarded a Beautification Grant from the Florida Department of Transportation (FDOT) to enhance the medians along State Road 934. The initiative was a success, resulting in lush, well-maintained medians that continue to improve the overall aesthetic and environment of the Village. Building on that momentum, the current project seeks to extend this beautification effort further along the Causeway, specifically west of Pelican Harbor Drive, using carefully selected trees and plants to maintain visual continuity.

In 2024, Village staff applied for a second FDOT Beautification Grant. In 2025, the Village was authorized to move forward with the architectural drawings required to receive the new grant funding. This phase of the project will focus on enhancing the west median, just west of the Pelican Harbor Drive intersection, and aims to unify the landscape design while elevating the visual appeal of the corridor.

EXP US Services, Inc. is one of the nine pre-selected engineering firms in the Village's approved pool for continuing services and has consistently delivered high-quality service on both past and ongoing projects.

It is recommended that the Village Commission approve a work order issued by EXP US Services, Inc. for landscape architectural services in the amount of $19,912.50.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
$19,912.50 GL#112-18-541-6320

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution - EXP WO - Kennedy Cswy Pelican Harbor Median.DOCX
EXP Work Order_JFK Causeway.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 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.

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 Resolution No. 2023-155, 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, on December 12, 2023, the Village Commission also adopted Resolution No. 2023-151 authorizing the Village Manager to negotiate and execute such agreements as may be necessary with the City of Miami (the "City") for public safety and other improvements, including beautification of medians, along the Kennedy Causeway; and

WHEREAS, consistent with the authority granted in Resolution No. 2023-151, the Village and the City are in the process of executing a Combined Interlocal and Mutual Aid Agreement for the Creation of a Joint Public Safety and Improvement Zone (the "JPSIZ Agreement"); and

WHEREAS, the Village desires to undertake a beautification project for the median landscape improvement of the City of Miami's portion of Kennedy Causeway (SR 934-JFK Causeway/NE 79th Street), specifically the median west of Pelican Harbor Drive (the "Project"); and

WHEREAS, the Village applied to the Florida Department of Transportation ("FDOT") for a beautification grant that provides financial assistance to local governments

for use in projects to beautify their communities through landscaping roads; and

WHEREAS, on INSERT DATE, the Village was awarded the grant in the amount of $, which requires a match of $Y; and

WHEREAS, although the Project is not within the Village's jurisdictional boundaries and is just westward of the JPSIZ, the Village has worked collaboratively with the City to apply for a grant for the Project and wishes to proceed with the Project implementation; and

WHEREAS, the Village is in need of architectural landscape design services (the "Services") for 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 $19,912.50 (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. 24.05

Dated this 9th day of April, 2025

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

JFK CAUSEWAY MEDIAN BEAUTIFICATION 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 the 10th day of May 2024 and expiring on the 10th day of May 2029.

PROJECT DESCRIPTION

In 2022, the Village was awarded an FDOT Beautification Grant to enhance the medians along SR 934. The project was a success, resulting in thriving, well-maintained medians that continue to enrich the Village environment. The carefully selected plants and trees have flourished, adding enduring beauty to the area. Building on this success, the new proposed project aims to extend this aesthetic continuity along the Causeway, specifically past North Bay and Harbor Island, in front of Pelican Harbor Marina. This project will unify the design and enhance the visual appeal of the area. This project focuses on the west median, west of the Pelican Harbor Drive intersection on the Causeway.

GENERAL REQUIREMENTS

Design Standards

The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the VILLAGE the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the VILLAGE. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for

their independent QC review. The VILLAGE shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The CONSULTANT shall provide the VILLAGE with a marked up set of plans and/or specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

Project Schedule

The CONSULTANT shall submit a preliminary project schedule as an exhibit to this Work Order. The schedule shall be prepared in Microsoft Project and shall include the Consultant's best estimate as to the project start date.

Within 10 business days after receiving the Notice to Proceed and prior to beginning work, the CONSULTANT shall submit a final project schedule to the VILLAGE for approval. No work shall commence without an approved schedule. The final schedule shall include design, permitting activities, submittal review timeframes, and other project activities as required to complete the work. The CONSULTANT shall submit updated project schedules as required in the specific scope of services.

Permitting

The CONSULTANT shall coordinate with the VILLAGE, regulatory agencies, and any other government entity having an interest or jurisdiction, which may require permits for this project. The CONSULTANT shall provide an estimate of fees and duration associated with the permitting process. Some of the regulatory or permitting agencies associated with this project include, but are not limited to:

- South Florida Water Management District (SFWMD)
- U.S. Army Corps of Engineers (USACE)
- U.S. Coast Guard (USCG)
- Miami Dade County Department of Regulatory & Economic Resources (RER)
- North Bay Village Building Permit
- Florida Department of Health Miami Dade County

SPECIFIC SCOPE OF SERVICES

Scope of Services

The Scope of Services to be provided by CONSULTANT shall be as follows:

- Preparation of Landscape Plans in compliance with FDOT standards for median west of Pelican Harbor Drive from its eastward tip to its westward tip.

- Landscape Plans shall include Tree Disposition / removal of existing plants, Landscape Plans – new landscape on medians and Irrigation plans – showing modifications to existing irrigation.

- Plans will be prepared at a scale readable at 11”x17” format, with a title block and sheet labeling and numbering in compliance with FDOT standards.

Deliverables: Plan set shall include:

- Key Sheet
- General Notes
- Plant Schedule
- Project Layout
- Tree Disposition Plans
- Tree Disposition Chart
- Landscape Plans
- Landscape Details/ Notes (as needed)
- Irrigation Modification Plan
- Irrigation Details (as needed)

- A water source for the irrigation system shall be provided to EXP by others (Civil Engineer or Village). If necessary, connections to potable water systems to be shown on civil – utility plans. Electrical connections for irrigation controllers to be provided by electrical engineer or Village.

- If necessary, EXP will assist the Village in seeking a variance for planting more palms as desired.

- EXP will also review the Maintenance Agreement (MMOA) on behalf of the Village as needed.

Task X - Permitting

- The CONSULTANT shall obtain all required permits from the VILLAGE, regulatory agencies, and authorities having jurisdiction, for this project.
- The CONSULTANT shall respond to all permit comments from the VILLAGE, regulatory agencies, or authorities having jurisdiction.
- The CONSULTANT shall attend permit meetings with VILLAGE, regulatory agencies, and authorities having jurisdiction, record and prepare meeting minutes, and provide documentation to the VILLAGE.
- The CONSULTANT is responsible for determining which permits are required and which agencies are applicable to the project.

The deliverables need to include DWG, PDF, WORD, and Excel files as required. The drawings shall comply with VILLAGE CAD Standards.

PROJECT ASSUMPTIONS

- VILLAGE shall provide access to site.
- VILLAGE shall provide existing electronic CAD files, if available. It is the CONSULTANT'S responsibility to verity accuracy.
- It is the CONSULTANT's responsibility to verity existing geometry is acceptable to all permitting agencies.
- Village shall provide utility coordination and survey.
- Village shall be responsible for the execution of the MMOA. Consultant shall provide scope and any narrative and cost estimates required for the agreement.
- A water source for the irrigation system shall be provided by others (Village etc.). If necessary, connections to potable water systems to be shown on civil-utility plans. Electrical connections for irrigation controllers to be provided by an electrical engineer or Village.
- Bonneted Bat Survey to be provided by others.
- Bidding and Post Design Services are excluded from this scope of services.

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 - 6 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 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 - Tree Disposition Plan	$ 4,893.75
Task 2 - Landscape Plan for 60% Submission	$ 5,512.50
Task 3 - Landscape Plan for 90% Submission	$2,756.25
Task 4 -Landscape Plan for 100% Submission	$900.00
Task 5 - Supplementary Irrigation Plan	$4,162.50
Task 6 - Coordination (NBV, FDOT, Permitting Agencies)	$1,687.50
Permit	$0.00
Reimbursable Expenses	$0.00
Grand Total	**$19,912.50**

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
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
Email: **sbuckland@nbvillage.com**

Frank Rollason
Village Manager
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
VillageManager@nbvillage.com

CONSULTANT CONTACTS

Consultant POC
Christen Hutton, PLA, AICP
EXP US Services Inc.
201 Alhambra Circle, Suite 800
Coral Gables, FL 33134
Phone: 561-801-6803
Email: **christen.hutton@exp.com**

SIGNATURE PAGE
NORTH BAY VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

By: _____
Steven Buckland
Village Public Works Director
This Work Order approved pursuant to [check one and initial]:
☐ ___Manager Purchasing Authority (§36.25 Village Code)
☐ ___Resolution No. _____

By: _____
Frank Rollason
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

SIGNATURE PAGE
CONSULTANT/CONTRACTOR

WITNESSES:

_____

Marcos Souza
[Witness print/type name]

_____

Carmen Olazabal
[Witness print/type name]

EAL)

EXP US SERVICES, INC

_____

Kyle Henry
[Print Name, check title]

☐ President ☒ Vice President

☐ Authorized Signatory (Please provide corporate authorization)

ATTEST:

_____

Secretary
Hae-Jin Priscilla Ahn
[Print Name]

ACKNOWLEDGMENT

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 29 day of August, 2024, by Kyle Henry (name of person) as Vice President (type of authority) for EXP U.S. Services Inc. (name of party on behalf of whom instrument is executed).

_____

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

XPersonally known to me; or
___Produced identification (Type of Identification:_____)
X Did take an oath; or
___Did not take an oath

BRIANNA KATHERINE GAGLIARDI
MY COMMISSION # HH 150113
EXPIRES: July 7, 2025
Bonded Thru Notary Public Underwriters

Exhibit A – Work Break Down Fee Schedule

Exhibit A – Work Break Down Fee Schedule EXP US Services, Inc

Position	Name & (Company)	Labor Multiplier [1]	Hourly Rate [2]	Loaded Hourly Rate [1x2]	Contract Max. Rate	Task 1 - Project Management																Costs
Consultant			$	$	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	$
							$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -
Project Architect	Christen Hutton, PLA (EXP)		225.00	0.00			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -
Develop Tree Disposition Plan for existing vegetative Conditions (60% Submittal)	Christen Hutton, PLA (EXP)		225.00	0.00		21.75	$ 4,893.75		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 4,893.75
Landscape Plan for 60 % Submittal	Christen Hutton, PLA (EXP)		225.00	0.00		24.5	$ 5,512.50															$ 5,512.50
Landscape Plan for 90 % Submittal	Christen Hutton, PLA (EXP)		225.00	0.00		12.25	$ 2,756.25															$ 2,756.25
Landscape Plan for 100% Submittal	Christen Hutton, PLA (EXP)		225.00	0.00		4	$ 900.00															$ 900.00
Supplementary Irrigation Plan	Christen Hutton, PLA (EXP)		225.00	0.00		18.5	$ 4,162.50		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 4,162.50
Coordinate with City, DOT ERC and Client, Team:	Christen Hutton, PLA (EXP)		225.00	0.00		7.5	$ 1,687.50		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 1,687.50
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Task Sub-totals						**88.5**	**$19,912.50**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**$19,912.50**

Summary of Reimbursable Expenses

Units	No. of		$/Unit	Total
Reimbursables Allowance				
Permit				$0.00
			Reimbursable Expense	

Proposal Summary

	$0.00
	$19,912.50
	$0.00
Task Sub-totals	**$19,912.50**
Allowance / Contingencies	**$0.00**
Grand Total	**$19,912.50**

Exhibit B – Location Map



Exhibit C – Project Tentative Schedule

ITEM NO. 11.H

North Bay Village
Recommendation Memorandum

DATE: July 15, 2025

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

FROM: Carlos Llamas, Project Manager

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **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**

RECOMMENDATION

It is recommended that the Village Commission approve the Work Order for Wannemacher Jensen Architects, Inc., for architectural and engineering design services related to the Village Hall Project.

BACKGROUND AND ANALYSIS

The proposed resolution seeks the Village Commission's approval of Work Order #14 from Wannemacher Jensen Architects, Inc. This work order relates to coordination efforts and scheduling related to incorporating the Florida Department of Transportation (FDOT) requirements into the Village Hall project.

On October 5, 2022, the Village issued Request for Qualifications No. 2022.005 for architectural and engineering design services for the Village Hall and Public Safety Complex Project. Several firms submitted proposals shortly thereafter, and on January 13, 2023, the Village Commission selected Wannemacher Jensen Architects, Inc., to provide the design services for the Village Hall project.

As part of the permit approval process, the Florida Department of Transportation (FDOT) has issued a comment requiring coordination with an ongoing FDOT infrastructure project. During a meeting on May 29, 2025, it was noted that a project currently in the Schematic Design phase is underway to improve 79th Street and the adjacent bridge, which is located directly next to the Village Hall project site. This FDOT project includes raising the elevation of the bridge and roadway by approximately 2 to 3 feet and widening the existing sidewalk. Final elevations and design specifications are expected to be confirmed following the completion of FDOT's Design Development phase, projected for December 2025.

The proposal from Wannemacher Jensen Architects outlines the scope of work, coordination efforts, and projected schedule impacts associated with incorporating FDOT's requirements into the Village Hall project's current design and permitting process.

Scope of Services

The scope of services will include architectural and engineering updates to the Arcade, Fire Station entry drive, and the 79th Street Frontage Park. These updates are necessary to address both existing and proposed roadway elevations, as well as the Florida Department of Transportation's (FDOT) planned sidewalk expansion.

As part of the proposed revisions, the arcade walkway will be raised by approximately two feet to align with the updated grading. Guardrails or protective barriers will be installed as needed to comply with applicable safety codes. The pedestrian exit ramp and pathway will also be modified to remain ADA-compliant and provide a smooth transition to adjacent areas.

Additionally, landscape and grading adjustments will prioritize the preservation of existing trees within the Right-of-Way, while incorporating low ground vegetation to accommodate grading changes and maintain clear access and sightlines. The Fire Station entry drive will be analyzed and redesigned to function efficiently with both current and anticipated street elevations. The existing stormwater inlet serving the North Bay Village Fire Station and Village Hall will be retained and integrated into the revised design.

This scope will require close coordination among architectural, structural, civil, and landscape consultants to ensure a cohesive and code-compliant solution that aligns with both municipal and FDOT requirements.

It is recommended that the Village Commission approve of Work Order #14 from Wannemacher Jensen Architects, Inc. in the amount of $59,626 for the coordination efforts and scheduling related to incorporating the Florida Department of Transportation (FDOT) requirements into the Village Hall project.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
$59,626 Budgeted in GL#325-60-630-6201

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution - WJ FDOT Harmonization - Village Hall.DOCX
Exhibit A - Additional Services Request #14.pdf

RESOLUTION NO. 2025- _____

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.

WHEREAS, on October 5, 2022, North Bay Village (the "Village") issued Request for Qualifications No. 2022-005 (the "RFQ") for architectural and engineering design services (the "Services") for the Village Hall and Public Safety Complex Project (the "Project"); and

WHEREAS, on January 10, 2023, the Village Commission adopted a resolution selecting Wannemacher Jensen Architects, Inc. (the "Consultant") to perform the Services for the Project and authorized the Village Manager to negotiate an agreement with the Consultant; and

WHEREAS, on March 8, 2023, the Village Commission adopted a resolution approving an agreement with the Consultant to perform the Services for the Project (the "Agreement"); and

WHEREAS, in accordance with the terms of the Agreement and as a result of a nearby Florida Department of Transportation (FDOT) project, the Consultant submitted an additional services request ("ASR") in the amount of $59,626, a copy of which is attached hereto as Exhibit "A" ("ASR No. 14"); and

WHEREAS, the Village Commission desires to approve ASR No. 14, attached hereto as Exhibit "A"; and

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

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

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

Section 2. Approval. That the Village Commission approves ASR No. 14, attached hereto as Exhibit "A", for a total amount not to exceed $59,626.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute ASR No.14.

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

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

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

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

PASSED AND ADOPTED on this 15th day of July, 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

Wannemacher Jensen Architects, Inc.

North Bay Village (Client)
Frank Rollason, Village Manager
1666 John F Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
(305) 758-7171
villagemanager@nbvillage.com

June 24, 2025

Ref: Additional Services Request #14 for 2312 – North Bay Village – Fire Station and Village Hall

Wannemacher Jensen Architects, LLC (WJA) is submitting this proposal to provide additional services for North Bay Village – Fire Station and Village Hall.

As part of the permit approval process, the Florida Department of Transportation (FDOT) has issued a comment requiring coordination with an ongoing FDOT infrastructure project. In a meeting held with FDOT on [May 29th, 2025], it was explained that a project currently in the Schematic Design phase is underway for improvements along 79th Street and the adjacent bridge, which is directly next to our project site.

This FDOT project includes plans to raise the elevation of the bridge and roadway by approximately 2 to 3 feet, as well as expand the width of the existing sidewalk. The final elevations and design parameters are not expected to be confirmed until the completion of FDOT's Design Development phase, anticipated in December 2025.

This proposal outlines the scope, coordination efforts, and anticipated schedule impacts associated with integrating the FDOT requirements into the current design and permitting process. A detailed breakdown of associated fees and deliverables will follow pending consultant input.

SCOPE OF SERVICES

Architectural and engineering services for the design, coordination, and documentation of updates to the Arcade, Fire Station Entry Drive, and 79th Street Frontage Park. These revisions are necessary to accommodate both the existing and proposed road elevations, as well as the sidewalk expansion planned by the Florida Department of Transportation (FDOT). As part of the proposed updates, the arcade walkway will be raised approximately two feet to align with the revised grades. Guardrails or protective barriers will be added where required to meet code and safety standards, and the pedestrian exit ramp/path will be adjusted to maintain ADA compliance and ensure a smooth transition to surrounding grades.

The landscape and grading will also be modified, with a focus on preserving the existing trees within the Right-of-Way and incorporating minimal ground vegetation to accommodate new grading while maintaining clear access and sight lines. Additionally, the Fire Station entry drive will be studied and redesigned to function effectively with both the current and future street elevations. The existing

stormwater inlet in this area will be preserved and integrated into the new design. This scope will require close coordination among architectural, Structural, civil, and landscape consultants to ensure a cohesive and code-compliant solution that aligns with both municipal and FDOT requirements. Refer to included Site plan for further scope of work description.

Task 1 - Design, Documentation and Construction Administration

The scope of work includes:

- Review and analyze FDOT drawings and proposed changes to assess impacts on the current project design.
- Coordinate revisions and updates with all relevant disciplines including architectural, structural, electrical, civil, and landscape consultants.
- Infrastructure Requirements: Design and document required infrastructure and related components necessary to support the proposed FDOT-driven design modifications.
- Construction Document Revisions: Update the construction drawings to reflect the revised design, including necessary notations, annotations, and construction details.
- Prepare Construction / Permit Documents: Prepare and compile updated Construction/Permit Documents for inclusion in the **Revision #5 permit submission**.

Task 2 - Renderings
Update 3D model and renderings to incorporate the changes to the Building Frontage (up to 3 views).

SCHEDULE

This work described above is anticipated to require approximately 3 to 4 weeks to complete from the time the proposal is approved.

PROPOSED FEES

Task 1 Design, Documentation and Construction Administration	$57,826
Task 2 Renderings	$1,800
Total	**$59,626**

We look forward to collaborating with the project team to successfully implement this design enhancement.

Sincerely,
Wannemacher Jensen Architects, LLC



Jason Jensen, AIA, LEED AP, Principal

Approved:

_____
Signature Date

_____
Printed Name

ITEM NO. 11.I

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: July 15, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Mayor Rachel Streitfeld

SUBJECT: **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**

RECOMMENDATION

It is recommended that the Village Commission approve the proposal from Miami Economic Associates, Inc. to conduct an independent study of the Village community contribution fees in an amount not to exceed $40,000.

BACKGROUND AND ANALYSIS

At the Regular Commission Meetings held on April 15 and May 20, the Village Commission discussed the possibility of increasing the Community Contribution Fees. As a result of these discussions, the Village Commission directed staff to engage a real estate expert to evaluate and analyze the Village's current contribution fee structure.

Mr. Andrew Dolkart, President of Miami Economic Associates, Inc., has submitted a proposal to conduct an independent study assessing the potential real estate value of new developments that seek additional incentives through the site plan application process.

The proposed scope of services includes:
* Review of development regulations
* Development Assessment
* Market-based valuation
* Cost analysis
* Incremental value determination

* Land cost savings and public benefit
* A formal written report detailing the findings.

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

It is recommended that the Village Commission approve the proposed proposal from Miami Economic Associates, Inc. to conduct an independent study of the Village community contribution fees in an amount not to exceed $40,000.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Not to Exceed $40,000

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution - Miami Economic for Development Incentive Analysis.DOCX
Agreement - Miami Economic Associates - Fee Review.DOCX
Exhibit A Miami Economic Associates- re.pdf

RESOLUTION NO. 2025-_____

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.

WHEREAS, North Bay Village (the "Village") desires to engage a consultant to evaluate the value of existing and proposed development incentives in the Village's Unified Land Development Code (the "Services"); and

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

WHEREAS, Miami Economic Associates, Inc. (the "Consultant") has submitted a proposed for the Services; and

WHEREAS, the Village Commission desires to expedite the Services, finds that a competitive procurement process would delay the Services, and therefore, the Village desires to waive the competitive procurement requirements of the Village Code pursuant to Section 36.25(L) of the Village Code; and

WHEREAS, the Village Commission desires to approve an agreement with the Consultant to perform the Services consistent with the proposal and authorize the Village Manager to enter into an agreement with the Consultant in substantially the form attached hereto as Exhibit "A" in an amount not to exceed $40,000 (the "Agreement"); and

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

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

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

Section 2. **Approval.** That pursuant to Section 36.25(L) of the Village Code, the Village Commission hereby approves the Agreement with the Consultant in substantially the form attached hereto as Exhibit "A" in an amount not to exceed $40,000.

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

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

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

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

Mayor 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

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

NORTH BAY VILLAGE

AND

MIAMI ECONOMIC ASSOCIATES, INC.

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2025 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **MIAMI ECONOMIC ASSOCIATES, INC.**, a Florida Corporation (hereinafter, the "Consultant").

WHEREAS, the Village desires certain to improve its operational efficiencies; and

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

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

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

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

1. Scope of Services.

1.1. Consultant shall provide the Services set forth in Exhibit "A" attached hereto and incorporated herein by reference (the "Services").

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

2. Term/Commencement Date.

2.1. The term of this Agreement shall be from the Effective Date through December 31, 2025, unless earlier terminated in accordance with Paragraph 8.

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

3. Compensation and Payment.

3.1. Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "A," in an amount not to exceed $40,000.

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

4. Subconsultants.

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

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

5. Village's Responsibilities.

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

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

6. Consultant's Responsibilities; Representations and Warranties.

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

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

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

7. Conflict of Interest.

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

8. Termination.

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

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

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

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

9. Insurance.

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

9.1.1. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and

Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

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

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

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

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

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

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

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that

such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

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

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

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

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

11. Attorneys Fees and Waiver of Jury Trial.

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

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

12. Indemnification.

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

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

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

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

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

15. Entire Agreement/Modification/Amendment.

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

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

16. Ownership and Access to Records and Audits.

16.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Village. Consultant shall promptly disclose such Work Product to the Village and

perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

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

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

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

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

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

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

16.8. <u>Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.</u> IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ALBA L. CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM.

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

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

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

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

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

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

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

24. State Required Affidavits. By entering into this Agreement, the Consultant agrees to review and comply with the following state affidavit requirements:

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

24.2. Scrutinized Companies. Consultant 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 Statues, the Village may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant 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 Consultant 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 Consultant is found to have submitted a false certification; or if the Consultant 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.

24.3. 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 Consultant 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.

24.4. 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 Consultant 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.

24.5. 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 Consultant 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.

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

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

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

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

28.1. First Priority: Base Agreement;

28.2. Second Priority: Exhibit A – Scope of Services.

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

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

NORTH BAY VILLAGE

By: _____
Frank Rollason
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:
North Bay Village
Attn: 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)

MIAMI ECONOMIC ASSOCIATES, INC.

By: _____

Name: _____

Title: _____

Entity: **MIAMI ECONOMIC ASSOCIATES, INC.**

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

Addresses for Notice:
Miami Economic Associates, Inc.
Andrew Dolkart
6861 S.W. 89 Terrace
Miami, FL 33156
_____(telephone)
_____(email)

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

E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

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

ACKNOWLEDGMENT

State of Florida
County of _____

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

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

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

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2025, 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:

_____ _____
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

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 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.

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:

_____ _____

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

EXHIBIT A
SCOPE OF SERVICES

The Scope of Services are those contained in the Proposal dated June 30, 2025, attached hereto and incorporated herein by reference.

Miami Economic Associates, Inc.

June 30, 2025

Mayor Rachel Streitfeld, Esq.
North Bay Village
1666 Kennedy Causeway
North Bay Village, FL 33141

Re: Proposal for Value Analysis of Real Estate Development Incentives

Dear Mayor Streitfeld,

Miami Economic Associates, Inc. ("MEAI") is pleased to submit this proposal to conduct an independent analysis evaluating the potential real estate value impacts of proposed development incentives under consideration by the Village of North Bay Village. The proposed study will assess the value to a prospective developer resulting from modifications to zoning and land development regulations, particularly changes related to allowable floor area ratio (FAR), density, building height, and related development entitlements in exchange for public benefits such as historic preservation, public open space, cultural facilities, and affordable housing. This work will be undertaken in collaboration with The Curtis Group (TCG), which will be responsible for evaluating the land development regulations and integrating the findings into the Village's land development code framework.

The objective of this study is to provide North Bay Village decision-makers with a clear, data-driven assessment of the real estate value enhancements generated by proposed changes to land use regulations. The study will quantify the economic value of public benefits expected in exchange for these incentives, thereby enabling the Village to calibrate development entitlements to ensure that community benefits—such as affordability, resiliency, and public access—are proportionate to the uplift in private development value.

Scope of Services

MEAI will undertake the following tasks:

1. **Review of Proposed Development Regulations**

   Analyze draft modifications to zoning and development regulations applicable to one or more specific sites or districts within North Bay Village, including changes in FAR, height, and other key metrics.

2. **Development Program Assessment**

   Review the conceptual development program proposed by the developer(s), including

6861 S.W. 89th Terrace Miami, Florida 33156
Tel: (305) 669-0229 Fax: (866) 496-6107 Email: meaink@bellsouth.net

residential, hotel, commercial, or mixed-use elements, and associated public benefit offerings.

3. **Market-Based Valuation**

   Estimate the projected market value of the additional development rights (e.g., incremental square footage above current entitlement) using comparable market sales, active listings, and development assumptions.

4. **Cost Analysis**

   Estimate construction and soft costs associated with the additional square footage and value-enhancing features, including the cost of providing proposed public benefits (e.g., public access, preservation, or facilities).

5. **Incremental Value Determination**

   Calculate the net value to the developer of any proposed density/height increases by subtracting estimated costs from the estimated extra revenues.

6. **Land Cost Savings Analysis and Public Benefit Calibration**

   As part of the economic evaluation, MEAI will estimate the effective land cost savings realized by a developer because of increased density or intensity. By allowing more floor area on the same parcel, the development potential per square foot of land increases—effectively reducing the cost of land per buildable square foot. MEAI will:

   - Calculate the baseline value per buildable square foot under existing entitlements.
   - Estimate the revised value per buildable square foot with bonus FAR and/or height.
   - Determine the implied "savings" in land cost due to the enhanced entitlement.
   - Benchmark these savings against recent market land sales and financial proformas.

   This estimated land cost savings can then be translated into a rational basis for setting public benefit contributions, helping the Village calibrate required community improvements, such as workforce housing units, resiliency features, cultural facilities, or public access amenities.

7. **Documentation and Reporting**

   Prepare a formal written report detailing assumptions, methodologies, findings, and conclusions. The report will include charts, valuation breakdowns, and summary tables to assist public understanding.

Deliverables

- Written economic analysis report with supporting exhibits.
- Summary of key findings suitable for inclusion in public agendas.
- Availability to present findings at one public hearing or commission workshop.

Credentials

Miami Economic Associates, Inc., led by Andrew Dolkart, is a South Florida-based firm specializing in real estate economics, market feasibility, and policy development. For the past 30 years, it has advised public sector clients on zoning-based incentive programs, land valuation, and development economics. The firm brings a practical, data-driven approach to evaluating the potential and design of successful TDR programs.

The Curtis Group, Inc., led by Rob Curtis, AICP, is a South Florida-based land use planning firm with over four decades of experience in zoning, entitlements, and regulatory strategy. In addition to its extensive private sector work, the firm has deep public sector experience with municipal governments across the region. Known for its collaborative, solutions-driven approach, The Curtis Group specializes in securing complex approvals and building consensus among public agencies, stakeholders, and community groups.

MEAI and TCG have collaborated on major public and private sector projects for over 25 years. Copies of Mr. Dolkart's and Mr. Curtis' resumes are provided as appendices to the letter.

Schedule

The final report will be completed within 45 business days of receiving all necessary background materials, proposed development parameters, and confirmed project assumptions from the Village or the developer.

Fee

MEAI proposes to complete this study for a fee not to exceed $40,000 for all research, modeling, and reporting tasks. Out-of-pocket costs will be billed in addition in an amount not to exceed $1,500. Additional meetings or presentations by Mr. Dolkart and/or Mr. Curtis beyond those described above will be billed at their hourly rates of $275, subject to prior authorization.

Closing

We appreciate the opportunity to support North Bay Village in evaluating this important development initiative. Please contact us at 305-588-5160 or meaink@bellsouth.net if you have questions or would like to proceed with this engagement.

Sincerely,
Miami Economic Associates, Inc.

Andrew Dolkart
President

Andrew Dolkart
President
Miami Economic Associates, Inc.

Mr. Dolkart has provided real estate consulting services to developers, investors and governmental entities during a period of more than 50 years. His many consulting assignments have involved all major uses of real estate including residential, office, retail, industrial and hotel and resort development. His professional activities have been primarily focused on real estate projects in Florida, the Caribbean, Mexico, Central and South America.

Throughout his consulting career, Mr. Dolkart has performed many assignments involving market and financial feasibility analysis for all uses of real estate including residential, office, retail, industrial and hotel projects. He also has extensive experience analyzing destination resort projects in Florida, Arizona, New Mexico, Mexico and the Caribbean.

Mr. Dolkart is considered one of the leading experts in the State of Florida with respect to the economics of community redevelopment and tax increment financing. In this regard, he assisted Miami-Dade County in formulating its policies and procedures for establishing new Community Redevelopment Districts within its jurisdiction. Among the CRA's that Mr. Dolkart has consulted in recent years has been the Southeast Overtown Park West CRA. In this regard, he assisted in the preparation of the Application for Development Approval for Increment III of the Southeast Overtown Park West DRI and more recently assisted the CRA in preparing an application to Miami-Dade County to extend the life of the CRA itself. Mr. Dolkart also assisted Brightline in obtaining the recently activated right-of-way between Cocoa Beach and Orlando and in obtaining its financing.

In recent years, a substantial portion of Mr. Dolkart's practice has involved estimating the fiscal and economic benefits generated by new real estate projects. In this regard, he has done several engagements for Brightline. He has also worked on a proposed hotel adjacent to the recently renovated and expanded Miami Beach Convention Center and numerous privately developed multi-family, mixed-use and industrial projects throughout South Florida.

Mr. Dolkart has also worked extensively for both public and private sector clients on issues relating to the provision of affordable housing. He chaired two task forces appointed by the Miami-Dade County Board of County Commissioners to address issues relating to affordable housing.

Mr. Dolkart is a graduate of Harvard College and received an MBA from Harvard Business School. He has served as a member of the Board of Directors of Habitat for Miami of Greater Miami and the Ransom Everglades School.

Education:

1963 – 1967 Harvard College - Bachelor of Arts, Cum Laude

1967 - 1969 Harvard Business School - Master of Business Administration

Previous Positions:

1991 – 1995 Kenneth Leventhal & Company - Director, Real Estate Advisory Services Florida/Caribbean

1988 – 1990 Laventhol & Horwath - Director, Real Estate Advisory Services Florida/Caribbean

1986 – 1988 GA/Partners - Vice President in Charge Florida Office

1983 – 1986 Gulfstream Land & Development Corp. - Director, Commercial Development

1980 – 1983 Laventhol & Horwath - Director, Real Estate Advisory Services Florida/Caribbean

1976 - 1980 Jandy, Inc. - Owner/President

1972 – 1976 Gladstone Associates - Senior Associate

1969 – 1972 U. S. Navy - Commissioned Officer, Office of Legislative Affairs

ROB CURTIS, AICP
Land-Use Planning | Urban Planning & Development Expert
South Miami, Florida | (305) 807-6306 | rob@curtisplanning.com

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PROFESSIONAL SUMMARY

Accomplished Senior Land-Use Planning and Development Expert with 40+ years of experience specializing in urban planning, zoning, and regulatory compliance across Miami-Dade and Broward counties. Expertise in managing large-scale, multi-disciplinary development projects from concept to completion, with a proven track record of obtaining entitlements, navigating permitting processes, and leading project teams to deliver successful outcomes. Adept at building and maintaining relationships with municipalities, stakeholders, and clients, ensuring project alignment with city and county codes, and securing community support for development initiatives. Highly skilled in preparing and presenting due diligence, approval strategies, project impact reports, case filings, and public hearing presentations.

PROFESSIONAL EXPERIENCE

University of Miami | Director of Campus Planning

2013 – Present

- Led the development of the **Medical Campus Master Plan**, coordinating zoning, permitting, and land use strategies across multiple municipalities to comply with Miami-Dade and City of Miami building codes.
- Spearheaded master plan approvals, infrastructure improvement initiatives, and historic preservation projects, ensuring compliance with federal, state, and local regulations.
- Collaborated with municipal agencies, stakeholders, and local community groups to gain support for major campus expansion projects, securing approvals for zoning and development agreements.
- Managed a cross-functional team, ensuring that design, engineering, and environmental considerations aligned with project goals and financial objectives.

The Curtis Group, Inc. | Principal

1999 – Present

- Directed regulatory and land use entitlement processes for diverse projects across Miami-Dade County, including **Development of Regional Impact** (DRI) applications, rezoning, variances, and comprehensive plan amendments.
- Successfully coordinated the **Key West Naval Air Station Base Reuse Plan** and **University of Miami Rosenstiel School of Marine and Atmospheric Science**

regulatory approvals, engaging with municipal agencies and community stakeholders to facilitate consensus.
- Led large-scale community outreach efforts for projects such as the **Kendall Town Center** and **Southeast Overtown Park West Development**, managing public presentations, consensus-building, and ensuring project alignment with local codes and regulations.
- Managed comprehensive due diligence processes, including site plan review, zoning analysis, and coordination of environmental studies and impact reports.

Bermello Ajamil & Partners, Inc. | Partner and Director of Planning

1994 – 1999

- Led land use, zoning, and environmental review efforts for major public and private sector projects, including the **Miami Intermodal Center** EIS and **Fort Lauderdale-Hollywood Airport** runway expansion.
- Developed strong relationships with local and regional stakeholders to ensure the successful negotiation of land use entitlements, environmental mitigation plans, and development agreements.
- Coordinated multidisciplinary teams of architects, engineers, and consultants to achieve project objectives, ensuring compliance with Miami-Dade and Broward County building codes and regulations.

South Florida Regional Planning Council | Senior Planner

1989 – 1994

- Managed a team in reviewing and assessing **Development of Regional Impact (DRI)** applications, ensuring compliance with local and regional growth management plans and zoning regulations.
- Conducted detailed zoning and land use analysis for projects across Miami-Dade, Broward, and Palm Beach counties, facilitating public hearings and obtaining support from municipal agencies and community groups.

KEY PROJECTS AND ACHIEVEMENTS

- **Key West Naval Air Station Base Reuse Plan** – Managed the successful rezoning and permitting process for the redevelopment of a federal military site, collaborating with federal agencies and local stakeholders to secure necessary entitlements and public support.
- **University of Miami Campus Expansion** – Led land use approvals and infrastructure planning for multiple campus expansions, working with local governments, private sector partners, and community leaders to ensure project success.

- **Southeast Overtown Park West DRI** – Coordinated the preparation of a 210-acre mixed-use urban development, including public hearings, community engagement, and mitigation planning.
- **Kendall Town Center** – Designed and facilitated community workshops that resulted in consensus-building support for a 160-acre mixed-use development project, securing entitlements and final approvals.

CORE COMPETENCIES

- **Land Use & Zoning**: Zoning analysis, draft amendments to land development regulations, rezoning applications, variances, conditional use permits (CUPs).
- **Project Entitlements & Approvals**: Comprehensive plan amendments, DRIs, development agreements, replats, permitting.
- **Municipal & Stakeholder Relationships**: Engaging municipal agencies, local governments, community groups, and stakeholders in the development process.
- **Team Leadership & Collaboration**: Leading multidisciplinary teams, managing consultants, and ensuring alignment with project goals.
- **Regulatory Compliance**: Ensuring adherence to local, state, and federal building codes, planning policies, and environmental regulations.
- **Public Presentations & Hearings**: Preparing and presenting findings at public hearings, planning commissions, and community meetings.

EDUCATION & CERTIFICATIONS

- **Master of Urban and Regional Planning**, University of Miami, 1994
- **Bachelor of Science in Landscape Architecture**, Purdue University, 1983
- **American Institute of Certified Planners (AICP)**, 1994

PROFESSIONAL AFFILIATIONS

- **Urban Land Institute**
- **American Planning Association**
- **Florida Planning and Zoning Association**
- **Leadership Miami, Class of 1988**

ITEM NO. 11.J

North Bay Village
Recommendation Memorandum

DATE: July 15, 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 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)**

RECOMMENDATION

It is recommended that the Village Commission approve a resolution for funding WO# 010-A1 in the additional amount of $48,967.50.

BACKGROUND AND ANALYSIS

The North Bay Village Commission passed the new NBV Brand Guide in 2022. Based on the approved Brand Guide, the Village has developed design concepts for an entry sign on Kennedy Causeway / NE 79th Street. This phase of work will include design of one sign to be located at the east end of Treasure Island, on the north swale, north of FDOT's East Bridge. The Village has planned improvements for the swale area, which is formally referred to as the Island Walk North Plaza.

The Village Commission adopted Resolution 2022-076 approving WO #010 to Stantec Consulting Services, Inc for the creation of four conceptual designs for the entry sign. The Community Enhancement Board and Heart of the Bay Task Force reviewed the proposed

designs. Considering the Board and Task Force feedback, the Village Commission subsequently selected one of the design concepts, with modifications.

The Village and the consultant executed WO #10-A1 (attached), an amendment to WO #10, for $62,413 to proceed with the design. Due to multiple on-going issues with the project, Stantec provided services beyond the original scope, outlined as follows:

1. The project overlaid with several other Village projects resulting in extensive conflicts, comments, coordination and re-design.
2. The Village pursued an overlapping process where the permitting had to be split up into multiple phases due to the need to get foundations constructed in advance of the park construction. This resulted in extensive comments from FDOT regarding future intention on sign construction
3. The Florida Department of Transportation blended two different permitting efforts from the park and the sign resulting in extensive comments to Stantec under both permits
4. The sign foundation design was required to proceed in advance of the sign design in an attempt to get the foundation installed prior to the park project proceeding. This required that Stantec provide more extensive design work to anticipate the ultimate design loads needed for the sign.
5. The project is on a very small site that has made tolerances extremely tight resulting in extensive coordination, comments and re-design.
6. Electrical power was not available in the vicinity of the project resulting in multiple redesigns and coordination meetings.
7. Staff turnover at the Village has resulted in multiple efforts to start and stop the project with additional coordination, meeting time and field visits.
8. Overall complexity of the combined projects has resulted in multiple additional meetings and submittals to FDOT for coordination and comment response.

These efforts are an Additional Service to original Work Order Scope. The efforts outlined above and in the attached document are intended to bring the project in alignment with current efforts. The project will continue with remaining funds towards completion. At this time, the ultimate resolution of the project issues is not known, however the out-of-scope work completed thus far has resulted in unbilled work valued at $48,967.50 (also attached).

More Additional Services may yet be needed if the ultimate resolution for the path forward requires further re-design and permitting beyond the original intended scope.

It is recommended that the Village Commission approve a resolution for funding WO# 010-A1 in the additional amount of $48,967.50.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Funding for the project will be taken from Street Maintenance Funds, line item Street & Roads Improvements, GL 112.18.541.6308.

PERSONNEL IMPACT
None

ATTACHMENTS

Resolution-Amending Stantec WO For Entry Sign Project.DOCX
Exhibit A-NBV East Entry Sign Add Services Request.pdf
Resolution No. 2023-019 WO Stantec Entryway.pdf
STANTEC_- WO 10-A1-fully executed - f.pdf
Entrance-Way Sign East Option B--.pdf

RESOLUTION NO. 2025- _____

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.

WHEREAS, on December 12, 2023, the North Bay Village ("Village") Commission adopted Resolution No. 2023-155 selecting various consultants pursuant to Request for Qualifications No. 2023-005 (the "RFQ") for continuing professional general architectural and engineering services and authorizing the Village Manager to negotiate and execute agreements with the various consultants; and

WHEREAS, pursuant to the Resolution, the Village entered into an agreement on April 30, 2024 with Stantec Consulting Services, Inc. (the "Consultant"), as one of the selected firms (the "Agreement"); and

WHEREAS, on September 15, 2022, the Village Commission adopted Resolution No. 2022-076 approving the appropriation of funds for the installation of an entry sign at the east end of Kennedy Causeway / NE 79th Street intended to serve westbound traffic (the "Project"); and

WHEREAS, on February 15, 2023, the Village Commission adopted Resolution No. 2023-019 authorizing the Village Manager to enter into Work Order No. 10-A1 in the amount of $62,413 for design, permitting, bid assistance, and construction review services for the Project; and

WHEREAS, due to multiple on-going issues during the course of the Project, the Consultant performed additional services beyond the original scope of Work Order No. 10-A1; and

WHEREAS, the Village and Consultant have prepared an amended work order, attached hereto as Exhibit "A" (the "Amended Work Order"), setting forth the scope and cost of the additional services in an amount not to exceed $48,967.50; and

WHEREAS, the Village Commission desires to approve the Amended Work Order

and authorize the Village Manager to execute the Amended Work Order, 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 $48,967.50; 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 of Amended Work Order. That the Village Commission hereby approves the Amended Work Order with the Consultant, in substantially the form attached hereto as Exhibit "A", in an amount not to exceed $48,967.50 for additional services related to the Project.

Section 3. Authorization. The Village Manager is hereby authorized to execute the Amended Work Order and take all necessary actions to carry out the intent of this Resolution.

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

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

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

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

PASSED AND ADOPTED on this ___ day of June, 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

ADDITIONAL SERVICES TO WORK ORDER No. 010-A1

Dated this 28 day of May 2025

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

ENTRANCE WAY SIGN EAST - DESIGN

PROFESSIONAL SERVICES

This Task Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and Stantec Consulting Services Inc., authorized to transact business in Florida ("CONSULTANT"), is pursuant to the Continuing General Professional Engineering and Architectural Services Agreement (the "Agreement") dated April 30, 2024 and expiring on April 30, 2029. ("MASTER AGREEMENT").

PROJECT BACKGROUND

We are pleased to present this proposal of professional consulting services to North Bay Village ("the Client") for consideration.

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 79th Street. Stantec was previously engaged to provide design and permitting services for this sign installation. In the order of performing these services, multiple elements of the project evolved to result in expenditures beyond the originally intended scope of services. This proposal is intended to outline those efforts and extend the contract to cover the additional services expended by Stantec

Our scope of services and schedule of fees are below. The scope of the services is based on email correspondence and our understanding of the project.

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 final project schedule to the VILLAGE, for approval, within 10 business days after receiving the NTP and prior to beginning work. 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

Task 7 – Extended Design and Permitting

Task 7 – Due to multiple on-going issues with the project, Stantec provided services beyond the intended scope:

1. The project overlaid with several other Village projects resulting in extensive conflicts, comments, coordination and re-design.
2. The Village pursued an overlapping process where the permitting had to be split up into multiple phases due to the need to get foundations constructed in advance of the park construction. This resulted in extensive comments from FDOT regarding future intentions on sign construction
3. The Florida Department of Transportation blended two different permitting efforts from the park and the sign resulting in extensive comments to Stantec under both permits
4. The sign foundation design was required to proceed in advance of the sign design in an attempt to get the foundation installed prior to the park project proceeding. This required that Stantec provide more extensive design work to anticipate the ultimate design loads needed for the sign.
5. The project is on a very small site that has made tolerances extremely tight resulting in extensive coordination, comments and re-design.
6. Electrical power was not available in the vicinity of the project resulting in multiple re-designs and coordination meetings.

7. Staff turnover at the Village has resulted in multiple efforts to start and stop the project with additional coordination, meeting time and field visits.
8. Overall complexity of the combined projects has resulted in multiple additional meetings and submittals to FDOT for coordination and comment response.

ADDITIONAL SERVICES

These efforts are an Additional Service to original Service Order Scope. The efforts outlined above and in the attached are intended to bring the project in alignment with current efforts. The project will continue with remaining funds towards completion. At this time, the ultimate resolution of the project issues are not known. More Additional Services may yet be needed if the ultimate resolution for the path forward requires further re-design and permitting beyond the original intended scope.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in:
Work to continue the coordination for permitting is on-going and pending outcome.

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 have been provided beyond the originally proposed Not to Exceed amounts:

TASK	Stantec Fee	Sign Sub Fee	Total Fee
Task 7 – Additional Services	$44,000.00	$4,567.50	$48,967.50
Grand Total			**$48,967.50**

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.**

Jose Santiago, PE
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
jose.santiago@exp.com

Steve Buckland, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
SBuckland@nbvillage.com

CONSULTANT CONTACTS

Jeffrey Crews, PE
Stantec Consulting Services Inc.
901 Ponce de Leon Blvd, Suite 900
Coral Gables, FL 33134
Email: jeff.crews@stantec.com
Phone: (954) 481-2815
Fax: (954) 804-2713
Jeff.crews@stantec.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, MMC
TITLE: Village Clerk

*Pursuant to § 36.25 - Procurement requirements of the Code of Ordinances of North Bay Village, Florida

APPROVED AS TO FORM:

BY: _____
NAME: WEISS, SEROTA, HELFMAN, COLE & BIERMAN, PL
TITLE: Village Attorney

Stantec Consulting Services Inc.

WITNESSES:

_____

_____
[Witness print/type name]

_____

_____
[Witness print/type name]

(CORPORATE SEAL)

Stantec Consulting Services Inc., a New York corporation.

_____

_____
[Print Name, check title]

☐ President ☐ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

ATTEST:

_____
Secretary

_____
[Print Name]

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2025, by _____ as_____ for _____, a _____ company (or corporation).

(SEAL)

_____
(Signature of Notary Public – State of Florida)

_____
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known_____ OR Produced Identification_____

Type of Identification Produced _____

Summary of Current Task Breakdown Expenditures

TASK	Current Fee	Invoiced to Date	Remaining on Contract	Unbilled Work to Date	Updated Fee
Task 1 – Design Development Stantec	$ 4,328.00	$ 4,328.00	$ -	$ -	$ 4,328.00
Task 1 – Design Development Sub	$ 19,000.00	$ 18,255.00	$ 745.00	**$ 4,567.50**	$ 23,567.50
Task 2 – 60% Design Phase	$ 10,305.00	$ 9,654.00	$ 651.00	$ -	$ 10,305.00
Task 3 – Final Design Phase	$ 8,629.00	$ 8,566.00	$ 63.00	**$ 44,400.00**	$ 53,029.00
Task 4 – Permitting Phase	$ 4,742.00	$ 2,757.00	$ 1,985.00	$ -	$ 4,742.00
Task 5 – Bid Assistance Phase	$ 3,800.00	$ -	$ 3,800.00	$ -	$ 3,800.00
Task 6 – Construction Phase Stantec	$ 8,109.00	$ -	$ 8,109.00	$ -	$ 8,109.00
Task 6 – Construction Phase Subcontract	$ 3,500.00		$ 3,500.00	$ -	$ 3,500.00
Grand Total	**$ 62,413.00**	**$ 43,560.00**	**$ 18,853.00**	**$ 48,967.50**	**$ 111,380.50**

Subconsultant marked in Blue

Unbilled Detail

Project Role: Project Manager

Name: Crews, Jeff (030)

Project: 215618215 - NBV Entry Sign

Time Run : 2025-03-23 12:33:05

Net Zero Adjustment Flag **N**

Rows 1 - 105 (All Rows)

Top Task	Task Number	Task Name	Task Type	Task Start Date	Task Completion Date	Expenditure Category	Expenditure Type	Employee	Supplier	Transaction date	Expenditure Item ID	Expense/Sub	Revenue Hours	Bill Rate	Revenue	Expenditure Comment
200 - Design for Entry Sgn - Design for Entry Sgn	201.02	Final Design Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-12-19	373813893		0.50	225.00	113	Drilled shaft design - Respond to ERC and update calculations/ plans
200 - Design for Entry Sgn - Design for Entry Sgn	201.02	Final Design Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-12-20	373813896		0.50	225.00	113	Drilled shaft design - Respond to ERC and update calculations/ plans
200 - Design for Entry Sgn - Design for Entry Sgn	201.02	Final Design Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-12-04	371820491		2.50	165.00	413	FDOT ERC CAF/LAP comments/project coordination
200 - Design for Entry Sgn - Design for Entry Sgn	201.02	Final Design Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Linzer, Francine (997)	Unspecified	2024-12-18	373721652		1.00	165.00	165	CAD: Electrical Markups
200 - Design for Entry Sgn - Design for Entry Sgn	201.02	Final Design Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-12-16	373790222		8.00	165.00	1,320	NBV sign respond to ERC comments and make necessary changes in the new report.
200 - Design for Entry Sgn - Design for Entry Sgn	201.02	Final Design Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-12-20	373790226		4.00	165.00	660	make necessary changes in the new report.
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Buchanan, Brad (187)	Unspecified	2024-07-16	362281224		3.00	225.00	675	Drawing Revisions and Coordination
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Buchanan, Brad (187)	Unspecified	2024-08-16	362281226		4.00	225.00	900	Electrical Design
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Clark, Caitlin (718)	Unspecified	2024-08-28	368308490		0.75	165.00	124	Project coordination
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Clark, Caitlin (718)	Unspecified	2024-10-16	368308498		0.25	165.00	41	Project coordination
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Clark, Caitlin (718)	Unspecified	2024-11-01	368131510		2.75	165.00	454	Project coordination
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Crews, Jeff (030)	Unspecified	2024-08-26	361129671		1.00	225.00	225	Review FDOT Comments with Structural
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Crews, Jeff (030)	Unspecified	2024-09-06	361877997		1.00	225.00	225	Meet with new PM
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Crews, Jeff (030)	Unspecified	2024-09-10	362601906		1.50	225.00	338	In person progress and field meeting
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Crews, Jeff (030)	Unspecified	2024-09-27	364166316		1.00	225.00	225	Project Management
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Crews, Jeff (030)	Unspecified	2024-10-04	365033514		1.00	225.00	225	Progress Update
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Crews, Jeff (030)	Unspecified	2024-10-09	365647695		1.00	225.00	225	Team Discussion
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Crews, Jeff (030)	Unspecified	2024-10-11	365647702		1.00	225.00	225	Progress Update
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-03-08	360935405		0.50	225.00	113	Structural Design of upright pole, base plate, drilled shaft
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-03-08	368308509		2.50	225.00	563	Structural Design of upright pole, base plate, drilled shaft
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-03-13	360949470		4.00	225.00	900	Structural Design of Foundation
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-06-03	362281204		2.50	225.00	563	Review design calculations
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-06-04	362281206		1.00	225.00	225	Review design calculations
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-06-11	362281214		1.00	225.00	225	Coordinate with Geotech, review calculations
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-09-19	368308511		2.00	225.00	450	ERC responses
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-09-20	368308513		1.00	225.00	225	Markup plans per ERC responses
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-09-23	368308515		0.50	225.00	113	Markups plans and compile calculations

200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-09-30	368308517		0.50	225.00	113	Review drilled shaft calculations, markup plans
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-10-07	368308519		5.50	225.00	1,238	Respond to QC comments; update drilled shaft calculations and markup plans
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-10-08	368308523		2.00	225.00	450	Respond to QC comments; update drilled shaft calculations and markup plans
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-10-09	368308527		2.50	225.00	563	Markup civil plans; coordinate with civil structural group for location of FDOT drilled shaft
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-10-14	368308529		1.50	225.00	338	Review updates to the plans and calculations; Coordinate with civil team
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-06-06	362281208		1.00	165.00	165	structural/civil coordination
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-06-07	362281210		1.50	165.00	248	structural/civil coordination
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-08-16	362281228		1.00	165.00	165	FDOT civil comments
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-09-05	368308550		1.50	165.00	248	civil plans/FDOT comments
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-09-06	368308552		2.00	165.00	330	civil plans/FDOT comments
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-09-09	368308554		0.50	165.00	83	civil plans/FDOT comments
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-09-10	368308556		1.00	165.00	165	civil plans/FDOT comments
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-09-11	368308558		2.00	165.00	330	civil plans/FDOT comments
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-10-09	368308560		2.00	165.00	330	civil design/structural coord
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-10-10	368308562		1.00	165.00	165	civil design/structural coord
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-10-14	366434013		3.00	165.00	495	revised civil set, response to FDOT comments
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-11-12	369509210		3.00	165.00	495	civil design/FDOT permitting
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-11-13	369509215		1.50	165.00	248	civil design/FDOT permitting
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-11-14	369509222		2.00	165.00	330	civil design/FDOT permitting
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-11-20	370455632		1.00	165.00	165	FDOT permitting
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-11-21	370455640		1.00	165.00	165	FDOT permitting
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-12-18	373644912		1.00	165.00	165	electrical resubmittal/civil coordination
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-12-30	374352101		1.00	165.00	165	fdot permitting
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-12-31	374352106		1.00	165.00	165	fdot permitting
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2025-01-03	374352112		1.00	165.00	165	fdot permitting
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Gomez, Ofelia (412)	Unspecified	2024-09-23	368308576		3.00	165.00	495	Plan Rev.
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Gomez, Ofelia (412)	Unspecified	2024-10-07	368308578		1.00	165.00	165	Plans Rev.
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Linzer, Francine (997)	Unspecified	2023-11-21	360949912		4.00	165.00	660	CAD: Project Setup
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Linzer, Francine (997)	Unspecified	2023-11-22	360949914		8.00	165.00	1,320	CAD: Site Plan/Details
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Linzer, Francine (997)	Unspecified	2023-12-07	360949916		3.00	165.00	495	CAD: Electrical Markups
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Linzer, Francine (997)	Unspecified	2024-08-16	362281230		1.00	165.00	165	CAD: Electrical Markups
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-03-04	360949922		8.00	165.00	1,320	understanding the task and requirements. getting the necessary info and start with it
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-03-05	360949924		8.00	165.00	1,320	digging into the design procedures, reading through examples for reference.

200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-03-06	360949926		8.00	165.00	1,320	discussions with grant on the loads to be considered and the plans that are required to be produced. Also on the simplification of the actual structure.
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-03-07	360949928		8.00	165.00	1,320	working through the design, calc loads and moments.
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-03-08	360949930		8.00	165.00	1,320	working through the design, calc loads and moments. for the drilled shaft design as well.
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-03-11	360949932		8.00	165.00	1,320	design of the drilled shaft and finalizing the load calc for the calc book to be submitted
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-03-12	362281196		8.00	165.00	1,320	revising some of the calcs. working on the final report to be submitted.
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-03-13	362281198		8.00	165.00	1,320	putting the calcs and other design together for the report.
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-03-14	362281200		8.00	165.00	1,320	performing checks for the pole and base plate assumptions.
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-03-15	362281202		8.00	165.00	1,320	Finalizing and putting together everything for QC/ submittal.
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-05-20	360949482		5.00	165.00	825	North bay village sign structure
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-06-10	362281212		3.00	165.00	495	North bay village sign structure
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-06-12	362281216		0.50	165.00	83	North bay village sign structure
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-06-12	362281218		6.50	165.00	1,073	North bay village sign structure
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-06-14	362281220		3.00	165.00	495	North bay village sign structure
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-06-17	362281222		2.00	165.00	330	finalize the drill shaft plans and submit.
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-09-10	368308591		1.00	165.00	165	looking through the ERC comments and the latest submmital files and providing a preliminary response for them
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-09-11	368308593		1.00	165.00	165	looking through the ERC comments and the latest submmital files and providing a preliminary response for them
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-09-17	368308595		2.00	165.00	330	response to the ERC comments
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-09-23	368308597		2.00	165.00	330	ERC comment response and implement necessary changes as per ERC comments
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-10-07	368308599		4.00	165.00	660	NBV sign final design calc and plans submission
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Malpani, Kunal (040)	Unspecified	2024-09-30	368308601		0.50	225.00	113	Task meeting with Grant and Naomi
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Malpani, Kunal (040)	Unspecified	2024-10-01	368308603		0.50	225.00	113	QC review of calc and plan sheet
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Malpani, Kunal (040)	Unspecified	2024-10-03	368308605		2.25	225.00	506	QC review of calc and plan sheet
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Malpani, Kunal (040)	Unspecified	2024-10-08	368308607		1.00	225.00	225	QC resolution discussion with Grant
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Silva, Naomi (509)	Unspecified	2024-09-30	368308621		1.00	165.00	165	drilled shaft design QC
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Silva, Naomi (509)	Unspecified	2024-10-01	368308623		6.50	165.00	1,073	drilled shaft design QC
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Silva, Naomi (509)	Unspecified	2024-10-02	368308625		2.00	165.00	330	drilled shaft design QC

200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Silva, Naomi (509)	Unspecified	2024-10-03	368308627		1.00	165.00	165	drilled shaft design QC
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Silva, Naomi (509)	Unspecified	2024-10-08	368308629		2.00	165.00	330	drilled shaft design verification
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Soni, Mohit (532)	Unspecified	2024-01-22	360949918		1.00	225.00	225	Sign Design and ERC Comments coordination
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Soni, Mohit (532)	Unspecified	2024-01-25	360949920		2.00	225.00	450	Community Aesthetic Feature: SR 934/79th Street Causeway Welcome Marker - ERC Review
200 - Design for Entry Sgn - Design for Entry Sgn Total													**240.50**		**42,668**	
203 - Permitting Phase - Permitting Phase	203	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Clark, Caitlin (718)	Unspecified	2024-11-04	368925342		0.25	165.00	41	Project Coordination
203 - Permitting Phase - Permitting Phase	203	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Clark, Caitlin (718)	Unspecified	2024-11-05	368925353		1.25	165.00	206	Project Coordination
203 - Permitting Phase - Permitting Phase	203	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-03-14	352234758		0.50	225.00	113	Structural Design of Foundation
203 - Permitting Phase - Permitting Phase	203	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-05-20	352234762		0.50	225.00	113	Review shop drawings from tgadesign
203 - Permitting Phase - Permitting Phase	203	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-08-22	368308650		0.50	165.00	83	FDOT permitting
203 - Permitting Phase - Permitting Phase	203	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Perez, Daniel (136)	Unspecified	2024-08-22	368308672		1.00	165.00	165	FDOT Permitting Comments
203 - Permitting Phase - Permitting Phase Total													**4.00**		**720**	
205 - Construction Phase - Construction Phase	205.01	Bidding Asst Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Compel, Sean (913)	Unspecified	2023-11-20	352234814		0.50	225.00	113	electrical design coordination
205 - Construction Phase - Construction Phase	205.01	Bidding Asst Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Crews, Jeff (030)	Unspecified	2024-08-05	360949565		1.00	225.00	225	Electrical Coordination
205 - Construction Phase - Construction Phase	205.01	Bidding Asst Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Crews, Jeff (030)	Unspecified	2024-08-12	360949567		1.00	225.00	225	Review FDOT Comments
205 - Construction Phase - Construction Phase	205.01	Bidding Asst Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Crews, Jeff (030)	Unspecified	2024-08-16	360949569		1.00	225.00	225	Review FDOT Comments
205 - Construction Phase - Construction Phase	205.01	Bidding Asst Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Crews, Jeff (030)	Unspecified	2024-08-19	360949571		1.00	225.00	225	Review FDOT Comments with Structural
205 - Construction Phase - Construction Phase Total													**4.50**		**1,013**	
Grand Total													**249.00**		**44,400**	

RESOLUTION NO. 2023-019

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE WORK ORDER NO. 010-A1 TO STANTEC CONSULTING SERVICES, INC. FOR DESIGN, PERMITTING, BID ASSISTANCE, AND CONSTRUCTION REVIEW SERVICES FOR THE EAST ENTRYWAY SIGN PROJECT IN AN AMOUNT NOT TO EXCEED $62,413; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village ("Village") issued Request for Qualifications No. 2019-005 (the "RFQ") for continuing professional engineering services (the "Services"); and

WHEREAS, pursuant to the RFQ, the Village Commission selected Stantec Consulting Services, Inc. (the "Consultant") as one of the consultants to provide the Services and authorized the Village Manager to execute an agreement with Consultant (the "Agreement"); and

WHEREAS, on September 15, 2022, the Village Commission adopted Resolution No. 2022-076 amending the budget to cover the cost of the conceptual design of a new East Entryway Sign (the "Project"); and

WHEREAS, Consultant has provided a proposal, attached hereto as Exhibit "A," (the "Proposal") to perform design, permitting, bid assistance, and construction review services (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 provide the Services for the Project consistent with the Proposal attached hereto as Exhibit "A" and the Agreement previously entered into between the Village and Consultant in an amount not to exceed $62,413; and

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

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

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

Section 2. **Authorization.** That the Village Commission hereby authorizes the Village Manager to issue a work order to Consultant to perform the Services for the Project consistent with the Proposal attached hereto as Exhibit "A" and the Agreement previously executed in an amount not to exceed $62,413.

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 Vice Mayor Chervony who moved its adoption. The motion was seconded by Commissioner Cuk and upon being put to a vote, the vote was as follows:

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

PASSED AND ADOPTED on this 15th day of February, 2023.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT "A"

WORK ORDER No. 010-A1

Dated this day of 2023

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

ENTRANCE WAY SIGN EAST - DESIGN

PROFESSIONAL SERVICES

This Task Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and Stantec Consulting Services Inc., authorized to transact business in Florida ("CONSULTANT"), is pursuant to the RFQ 2019-005 dated January 29, 2020 and expiring on January 28, 2024 ("MASTER AGREEMENT").

PROJECT BACKGROUND

We are pleased to present this proposal of professional consulting services to North Bay Village ("the Client") for consideration.

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 79th Street. This phase of work will include one sign for Westbound traffic located at the east end of Treasure Island, on the north swale north of the bridge where other improvements are planned as part of the North Plaza project.

Our scope of services and schedule of fees are below. The scope of the services is based on email correspondence and our understanding of the project.

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 final project schedule to the VILLAGE, for approval, within 10 business days after receiving the NTP and prior to beginning work. 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

Task 1 –Design Development Phase

During the design development phase, Stantec and its sub-consultant, TGA Design, will complete the following scope of work:

1. We will provide three (3) designs of the East entry feature to the Village for approval, based on the site plan, the new landscape designs, and architectural drawings provided by the Client and/or architect/engineers, as well as signage drawings for the new East Park at the North edge of the bridge.
2. We will incorporate the new branding, logo, graphics and colors into the new signage concepts. The sign shall include on the back side (facing west) “Thanks for visiting! Gracias por visitarnos!”
3. We will also provide a rough magnitude of cost during this phase.
4. Create base AutoCAD drawing files based on those provided by the Village as part of the North Plaza project (designed by others).
5. We will provide up to two (2) tweaks of the selected design. Any further changes to the selected design will be handled as additional services. A colored elevation rendering of the finished design will be provided showing a day and night look. If additional AutoCad or 3D perspective professional renderings are needed they can be contracted as an additional expense.
6. Upon selection of a final design, TGA will provide detailed design development drawings suitable for the client to get bids for fabrication and installation of the selected designs from qualified fabricators.

Task 2 – 60% Design Phase

During the 60% design phase, Stantec will complete the following scope of work

1. Coordinate the proposed work with the other planned improvements in the immediate area.
2. Stantec will coordinate with the Village's geotechnical engineer to amend the previous soil report to include foundation recommendations for the proposed entry sign.
3. Civil layout plans will be completed to include geometry and a basic grading plan indicating top of footing.
4. Lighting will be coordinated, and fixtures selected.
5. Structural design will be completed for the foundation only.
6. Elevation view/exhibit will be provided to demonstrate it doesn't conflict with other signs.

Task 3 – Final Design Phase

During the final design phase, Stantec will complete the following scope of work

1. Coordinate the proposed work with the other planned improvements in the immediate area.
2. Civil layout plans will be completed.
3. Electrical engineer design plans will be completed. The electrical will tie into the new panel being installed as part of the North Plaza project.
4. Structural design will be completed for the foundation only. Plans, details, and calculations will be provided.

Task 4 – Permitting Phase

1. During the permitting phase, we will coordinate and submit plans to FDOT for permit approvals.
2. Comments will be addressed, and revised plans will be re-submitted for approval.
3. Building permit through the Village will be secured by the selected contractor. The selected contractor will be required to provide a fully engineered sign feature including plans and calculations signed and sealed by a professional engineer.

Task 5 – Bid Assistance Phase

During the construction phase, Stantec will assist with the following tasks:

1. Compile plans and specifications for complete bid package
2. Attend one pre-bid meeting
3. Assist Village with answering bidders' questions
4. Assistance with Addendums

Task 6 – Construction Phase

During the construction phase, Stantec will assist with the following tasks:

1. Attend one pre-construction meeting
2. Review contractor's submittals and shop drawings
3. Answer contractor's requests for information
4. Perform up to 10 Site visits/inspections.
5. Review contractor's as-builts and provide record drawings.
6. Permit closeout

Exclusions:

- Topographic or boundary survey
- Irrigation design
- Permitting fees
- Drainage Calculations or modeling
- Maintenance of traffic plan.
- Environmental assessments or engineering

PROJECT ASSUMPTIONS

- VILLAGE shall provide access to site.
- VILLAGE shall provide existing electronic CAD files, if available. It is the CONSULTANTS responsibility to verity accuracy.
- It is the CONSULTANT's responsibility to verity existing geometry is acceptable to all permitting agencies.

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The VILLAGE, as indicated in the MASTER AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in:
Task 1 within 45 days of the written Notice to Proceed.

PROJECT FUNDING

Performance of this project is at the VILLAGE's discretion and may be contingent upon the VILLAGE receiving funding and work shall not begin until the VILLAGE provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not to Exceed method of compensation. The total hourly rates payable by the VILLAGE for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following Not to Exceed amounts:

Task 1 – Design Development Phase	$23,325
Task 2 – 60% Design Phase	$10,305
Task 3 – Final Design Phase	$8,629
Task 4 – Permitting Phase	$4,742
Task 5 – Bid Assistance Phase	$3,800
Task 6 – Construction Phase	$11,609
Grand Total	**$62,413**

VILLAGE CONTACTS

Requests for payments should be directed to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Name of *PM*, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Delroy Peters
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
Dpeters@nbvillage.com

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
Mlobban@nbvillage.com

CONSULTANT CONTACTS

Sean Compel
Stantec Consulting Services Inc.
901 Ponce de Leon, Suite 901
Coral Gables, FL 33134
Email: seancompel@stantec.com
Phone: 305-445-2900

VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

BY: _____
NAME: Ralph Rosado, PhD
TITLE: Village Manager

BY: _____
Name: Alba Chang, MMC
TITLE: Village Clerk

*Pursuant to § 36.25 - Procurement requirements of the Code of Ordinances of North Bay Village, Florida

APPROVED AS TO FORM:

BY: _____
NAME: WEISS, SEROTA, HELFMAN, COLE & BIERMAN, PL
TITLE: Village Attorney

Stantec Consulting Services Inc.

WITNESSES:

Robert Fohrenbach
[Witness print/type name]

Sean Compel
[Witness print/type name]

(CORPORATE SEAL)

Stantec Consulting Services Inc., a New York corporation.

RAMON CASTELLA
[Print Name, check title]

☐ President ☑ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

ATTEST:

Secretary
Christopher O. Hesiler
[Print Name]

STANTEC CONSULTING SERVICES INC. Corporate Seal

STATE OF Florida :
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 23rd day of January, 2023, by Ramon Castella as Vice President for Stantec Consulting Services, Inc. a New York company (or corporation).

(SEAL)

HEIDI PEREZ
MY COMMISSION # GG 343913
EXPIRES: August 4, 2023
Bonded Thru Notary Public Underwriters

(Signature of Notary Public – State of Florida)

Heidi Perez
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

FEE WORKSHEET

DATE: January 5, 2023

PROJECT: North Bay Village
Entrance-Way Sign - East

Design Development Phase	Principal	Project Manager	Senior Engineer	Project Engineer	CAD Tech.	Clerical
Create base sheets from available information (no survey) for each of 2 locations		2			12	
Coordination, management, up to 3 meetings with Village	2	12			2	
Sub-Total Hours	2	14	0	0	14	0
Billing Rate	$ 225.00	$ 183.00	$ 165.00	$ 121.00	$ 94.00	$ 66.00
Labor Cost	$450	$2,562	$0	$0	$1,316	$0
					Labor Sub-Total	$4,328

Sub-consultant - TGA	$15,000
Geotechnical Allowance	$4,000
Design Development Total:	$23,328

60% Design Phase	Principal	Project Manager	Senior Engineer	Project Engineer	CAD Tech.	Clerical
Coordination, file setup, management	1	1	1		2	
Civil layout design	1	2			12	
Structural plans and details		2	8	8	10	
Stuctural calculations			4	6		
Lighting selection		2				
Electrical design and plans		1	2			
Elevation view/ exhibit		2	4		10	
Sub-Total Hours	2	10	19	14	34	0
Billing Rate	$ 225.00	$ 183.00	$ 165.00	$ 121.00	$ 94.00	$ 66.00
Labor Cost	$450	$1,830	$3,135	$1,694	$3,196	$0
					60% Design Total	$10,305

Final Design Phase	Principal	Project Manager	Senior Engineer	Project Engineer	CAD Tech.	Clerical
Coordination and management	1	1	1		2	
Civil layout design	1	2			6	
Structural plans and details		2	4	4	20	
Stuctural calculations			2	2		
Electrical design and plans		1	4	8	10	
Sub-Total Hours	2	6	11	14	38	0
Billing Rate	$ 225.00	$ 183.00	$ 165.00	$ 121.00	$ 94.00	$ 66.00
Labor Cost	$450	$1,098	$1,815	$1,694	$3,572	$0
					Final Design Total	$8,629

Permitting Phase	Principal	Project Manager	Senior Engineer	Project Engineer	CAD Tech.	Clerical
Coordination and pre-application research	2	4				
complete permit forms and compiled signed and sealed plan sets		4				
Address commments, revise, and re-submit plans	2	4	2		14	
Sub-Total Hours	4	12	2	0	14	0
Billing Rate	$ 225.00	$ 183.00	$ 165.00	$ 121.00	$ 94.00	$ 66.00
Labor Cost	$900	$2,196	$330	$0	$1,316	$0
					Permitting Phase Total	$4,742

Bid Assistance Phase	Principal	Project Manager	Senior Engineer	Project Engineer	CAD Tech	Clerical
Compile plans and specifications for complete bid package		4		4	4	
Attending one pre-bid conference		2				
Assist Village with answering bidders questions	2	2	2			
Assistance with Addendums		2	2			
Sub-Total Hours	2	10	4	4	4	0
Billing Rate	$ 225.00	$ 183.00	$ 165.00	$ 121.00	$ 94.00	$ 66.00
Labor Cost	$450	$1,830	$660	$484	$376	$0
					Labor Sub-Total	$3,800

Construction Assistance Phase	Principal	Project Manager	Senior Engineer	Project Engineer	Inspector	Clerical
Prepare for and attend pre-construction meeting	2	2				
Review contractor's submittals		2	2			
Answer contractor's RFIs		4	6			
Site visits/ inspections		2			34	
Record Drawings/ review as-builts	1	2		4		
Permit closeout	2	2				
Sub-Total Hours	5	14	8	4	34	0
Billing Rate	$ 225.00	$ 183.00	$ 165.00	$ 121.00	$ 77.00	$ 66.00
Labor Cost	$1,125	$2,562	$1,320	$484	$2,618	$0
					Labor Sub-Total	$8,109

Sub-consultant - TGA	$3,500
Construction Phase Total:	$11,609
GRAND TOTAL:	$62,413

April 14, 2022 (Revised 11.22.22) (Revised 11.29.22)

Tom Graboski
Associates, Inc.
Design

4649
Ponce de Leon Blvd.
Suite 401
Coral Gables,
Florida 33146

305.669.2550
Fax; 305.669.2539

Sean Compel, P.E.
Principal
Stantec
901 Ponce de Leon Blvd., Suite 900
Coral Gables, FL 33134

Re: Experiential Signage and Graphic Design Services for North Bay Village Entry Features

Dear Mr. Compel:

We are pleased to present this contract for environmental signage and graphic design services for North Bay Village entry features.

Based on our conversation of your needs, I would propose our scope of work to be as follows:

Scope of Work: Phase 1 Concept Design (Phase 1)

1. As the first priority, TGA will provide three (3) design concepts of the West and East entry feature to the city for presentation to the City for North Bay Village based on the site plan, the new landscape designs, and architectural drawings provided by the Client and/or architect/engineers, as well as signage drawings for the new East Park at the North edge of the bridge.
2. TGA will incorporate the new branding, logo, graphics and colors into the new signage concepts.

Scope of Work: Phase 2 Detailed Design Drawings

3. Upon the city's selection of a design, TGA will provide up to two (2) tweaks of the selected design. Any further changes to the selected design will be handled as additional services. A colored elevation rendering of the finished design will be provided showing a day and night look. If additional AutoCad or 3D perspective professional renderings are needed they can be contracted as an additional expense as TGA is not a professional rendering firm.
4. Upon selection of a final design, TGA will provide detailed design development drawings suitable for the client to get bids for fabrication and installation of the selected designs from qualified fabricators.
5. Any civil or structural engineering, architectural or landscape architectural plans or specifications will need to be handled by your engineers/architects and are not included in the scope of work to be performed by TGA. Any civil site plans or R.O.W. drawings are to be provided by the city or its engineering consultants.

TGA is not an architectural or engineering firm and as such cannot provide sealed permit and construction drawings. If these services are requested or required by the client they can be contracted either through the city's consultants, or TGA can get a firm to provide these services at an added cost or reimbursable expense. Certain items will be able to be engineered once a concept is approved, by the selected sign fabricator's engineer. This is the way most sign fabricators work.

Note: As a professional experiential/environmental signage and graphic design firm with over 40 years of experience, TGA cannot provide concepts or drawings for free without a signed contract. Please feel free to look at our website, or ask for us to supply images of projects completed from our portfolio.

Method of Operation
Our method of working is as follows:

Part 1 Analysis, Research, and Planning
Part 2 Final Design
Part 3 Documentation and Bidding
Part 4 Observation and Implementation

Phase 1:
Part 1: Analysis, Planning and Preliminary Design

A. Analysis of project requirements to define and identify areas of involvement to achieve effective graphic communication within the site.
   1. Review of plans of the project.
   2. Obtain necessary information concerning operating and functional requirements of the project.
   3. Review with Client budgetary considerations.
   4. Determine code requirements applicable to the project.

B. Planning and Preliminary Design
   1. Develop graphic systems and concepts for effective communication.
   2. Provide preliminary schedule and location drawings for graphic elements and signage.
   3. Provide schematic designs of elements showing approximate colors, sizes, shapes and styles, etc. (Three concepts to be presented).
   4. Review with Client: graphics schedules, copy, colors, locations, and messages for approval.

Part 2: Final Design and Coordination

A. Final Design
   1. Using applicable techniques, develop designs for items, which were approved in Part 1. (Two tweaks to selected concept are included in this proposal).
   2. Design and select appropriate alphabets, letterforms, color and materials for all items.
   3. Development of designs and presentation to Client.

B. Coordination
   1. Coordinate final copy with Client.
   2. Obtain approximate cost estimates for fabrication.

Phase 2:
Part 3: Documentation and Bidding

A. Design Development Drawings
   1. Provide final location plans and graphics schedule of all items.
   2. Provide detailed design development drawings for items and signage to be manufactured, suitable to obtain bids for fabrication from qualified manufacturers.

Part 4: Observation and Implementation

A. Observation of fabricator's work.
   1. Review shop drawings provided by fabricator for design accuracy.
   2. Inspect work in progress in fabricator's shop, if requested by Client as additional services and approved in advance.
   3. Observation of Installation (if requested by the Client).

All phases of the work mentioned will be reviewed and approved by the Client or his representative prior to work on the next phase. One individual appointed by the Client to make approvals to the designer is ideal and greatly reduces the time required to implement the project.

At all times, we will work closely with your staff and team of planners and architects to ensure a complete overall image.

Design Fee
TGA will perform the above scope of work listed above for a fixed design fee as detailed below, plus design related reimbursable expenses. It is the policy of TGA Design to require an initial payment on all new projects prior to starting work. An initial payment of $4,000.00, shall be made upon execution of this proposal and is the minimum payment under this proposal. We will begin work once this initial payment is received. Up to two (2) meetings with the City and and/or Stakeholder groups are included in this contract. Meetings over this amount will be billed hourly at our regular hourly rates.

1. Entry Feature Signage Conceptual Design: $7,500.00
   Concept Design paid to date: $4,000.00.
   Concept Design to 100% Completion: $3,500.00

   Estimated Hourly Rate Breakdown:

Principal @ $190	Senior Designer @ $150	Graphic Designer @ $120
10 hours	6.5 hours	5.25 hours

2. Design Development Drawings (Through CA) **: $15,000.00

   Estimated Hourly Rate Breakdown:

Principal @ $190	Senior Designer @ $150	Graphic Designer @ $120
45 hours	35 hours	10 hours

**DDDs are TGA's ready to bid drawings for each approved design developed in the course of this work. The time to develop each sign type varies.

See Hourly Rate Schedule on page 4 of this contract.

Reimbursable Expenses
Reimbursables include, but are not limited to, the following: renderings, prototypes, models, stock photos, commissioned illustrations, deliveries, mileage, photocopies, etc. Full receipt back-up for all charges will be submitted. Travel and lodging outside Dade and Broward Counties (approved in advance) will be billed at cost.

The Client shall pay any and all applicable sales tax as the Consultant bills them.

Invoices will be issued on a monthly basis according to the percentage of completion of each phase, plus reimbursable expenses. Payment for invoices are due upon receipt, any amount outstanding over thirty days from date of invoice will be subject to 1.5% per month interest on the unpaid balance.

Any variances requested would be pursued and secured by the Client. Any time spent seeking variances, preparing special documents or exhibits, and/or attending variance meetings, on behalf of the Client will be billed as additional services and is not included in this proposal.

Permits, consultants such as engineering and architectural services, or seals are not included. If required, they would be billed at cost or we could work with Client's architect.

Fabrication of signs, engineering of signs and footings and permits will be handled by the sign fabricators at the time of execution.

Additions and Changes

Any additions or changes to the scope of work after a phase has been approved will be billed at our regular hourly rates until the changes are back in phase. Regular hourly rates that apply are:

Principal	$190.00 per hour
Project Manager	$175.00 per hour
Senior Designer	$150.00 per hour
Graphic Designer	$120.00 per hour
Clerical	$ 50.00 per hour

Deliverables

TGA Design will produce all of the sign documents in Adobe Illustrator CC in the Macintosh format.

1. Detailed design drawings, plans, details, sections, elevations of signs, 11 x 17 format, Macintosh (Adobe Illustrator) format, suitable to communicate to fabricators design direction and details required for bidding.
2. Location plans: 11 x 17 sheets in PDF format.
3. Specifications will be provided on 8-1/2 x 11 format sheets in Microsoft Word and PDF file format.

The following are electronic file requirements for TGA Design, (for architect submitted drawings):

1. Save files as a PDF.
2. Send the cleanest base files for plans and elevations. Please remove all unnecessary layers.

Client Responsibilities

The Client's responsibilities shall begin with the provision of all information relative to the creation of a comprehensive Design Program. Furthermore, they shall provide all architectural plans, specifications and documents applicable to the Project, as well as information relative to deadlines and scheduling of all installation dates. All such information shall be assumed to be correct unless written notification is provided to the contrary. All information shall be provided to the Designer in a timely manner compatible with project time schedules. No work can commence without required plan(s) being given to TGA.

The Client shall render decisions on all submissions by the Consultant within a mutually agreed upon time period specified with each submission. Failure by the Client to respond within the allotted time shall necessitate suspension of the Consultant's Services until such response is received. It is therefore most important that the Client appoint an individual representative to render such decisions so as to avoid any unnecessary delay in the orderly progress of the work, or adherence to Client requested schedule.

We request appointment of a Client primary project manager who is familiar with the functional aspects of the entire project and who will act as the project manager for the duration of this project. This individual must be available on a full-time, first priority basis throughout the critical Phase One, in order to achieve the stated schedules. The individual will work side by side with the TGA project manager for critical Phase One, procure all information TGA needs during the project and be the primary decision-maker for the Client in consultations with TGA.

Ownership of Documents and/or Design

Original drawings and specifications, as instruments of Service are, and shall remain the property of the Designer. Any design in its final form selected and approved by the Client becomes the exclusive property of the Client. At the completion of the project the Client will receive a complete reproducible set of drawings of all approved final designs, as well as all graphics, electronically.

The drawings and specifications are prepared expressly for the *North Bay Village Entry Feature Signage* as developed by TGA Design. Use by the Client of the above mentioned drawings and specifications for any project other than this project is allowed provided that TGA Design is indemnified against any and all legal action arising from their use, and appropriate compensation is paid to the Designer.

The Client and/or Designer may terminate this project at any time by notifying the Designer and/or Owner by e-mail of such intent. At least seven (7) days written notice shall be provided for termination of services under this agreement. Upon such notification, an invoice for the Designer's services on the project will be sent to the Client, billed to the end of the phase in which the termination occurs. All expenses directly attributable to termination or suspension shall be included in this invoice.

Extent of Agreement

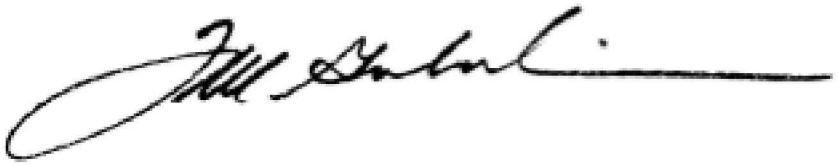
This letter represents the entire Agreement between the Client and the Designer, and supersedes all prior negotiations, representations and agreements. This Agreement may be amended only by written instrument signed by both the Client and Designer and attached hereto.

Projects halted for more than 90 days may be subject to renegotiation of the contract at Designer's discretion due to other scheduling conflicts, which may result. This agreement shall be governed by the Laws of the State of Florida.

If this agreement meets with your approval, please sign a copy and return to us, along with your $4,000. initial payment. Upon receipt, we will proceed with the work outlined.

We are excited at the prospect of working with you on this project.

Very truly yours,



Tom Graboski
President

Approved by:

_____

Title: _____

Date: _____

WORK ORDER No. 010-A1

Dated this 17th day of February 2023

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

ENTRANCE WAY SIGN EAST - DESIGN

PROFESSIONAL SERVICES

This Task Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and Stantec Consulting Services Inc., authorized to transact business in Florida ("CONSULTANT"), is pursuant to the RFQ 2019-005 dated January 29, 2020 and expiring on January 28, 2024 ("MASTER AGREEMENT").

PROJECT BACKGROUND

We are pleased to present this proposal of professional consulting services to North Bay Village ("the Client") for consideration.

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 79th Street. This phase of work will include one sign for Westbound traffic located at the east end of Treasure Island, on the north swale north of the bridge where other improvements are planned as part of the North Plaza project.

Our scope of services and schedule of fees are below. The scope of the services is based on email correspondence and our understanding of the project.

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 final project schedule to the VILLAGE, for approval, within 10 business days after receiving the NTP and prior to beginning work. 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

Task 1 –Design Development Phase

During the design development phase, Stantec and its sub-consultant, TGA Design, will complete the following scope of work:

1. We will provide three (3) designs of the East entry feature to the Village for approval, based on the site plan, the new landscape designs, and architectural drawings provided by the Client and/or architect/engineers, as well as signage drawings for the new East Park at the North edge of the bridge.
2. We will incorporate the new branding, logo, graphics and colors into the new signage concepts. The sign shall include on the back side (facing west) "Thanks for visiting! Gracias por visitarnos!"
3. We will also provide a rough magnitude of cost during this phase.
4. Create base AutoCAD drawing files based on those provided by the Village as part of the North Plaza project (designed by others).
5. We will provide up to two (2) tweaks of the selected design. Any further changes to the selected design will be handled as additional services. A colored elevation rendering of the finished design will be provided showing a day and night look. If additional AutoCad or 3D perspective professional renderings are needed they can be contracted as an additional expense.
6. Upon selection of a final design, TGA will provide detailed design development drawings suitable for the client to get bids for fabrication and installation of the selected designs from qualified fabricators.

Task 2 – 60% Design Phase

During the 60% design phase, Stantec will complete the following scope of work

1. Coordinate the proposed work with the other planned improvements in the immediate area.
2. Stantec will coordinate with the Village's geotechnical engineer to amend the previous soil report to include foundation recommendations for the proposed entry sign.
3. Civil layout plans will be completed to include geometry and a basic grading plan indicating top of footing.
4. Lighting will be coordinated, and fixtures selected.
5. Structural design will be completed for the foundation only.
6. Elevation view/exhibit will be provided to demonstrate it doesn't conflict with other signs.

Task 3 – Final Design Phase

During the final design phase, Stantec will complete the following scope of work

1. Coordinate the proposed work with the other planned improvements in the immediate area.
2. Civil layout plans will be completed.
3. Electrical engineer design plans will be completed. The electrical will tie into the new panel being installed as part of the North Plaza project.
4. Structural design will be completed for the foundation only. Plans, details, and calculations will be provided.

Task 4 – Permitting Phase

1. During the permitting phase, we will coordinate and submit plans to FDOT for permit approvals.
2. Comments will be addressed, and revised plans will be re-submitted for approval.
3. Building permit through the Village will be secured by the selected contractor. The selected contractor will be required to provide a fully engineered sign feature including plans and calculations signed and sealed by a professional engineer.

Task 5 – Bid Assistance Phase

During the construction phase, Stantec will assist with the following tasks:

1. Compile plans and specifications for complete bid package
2. Attend one pre-bid meeting
3. Assist Village with answering bidders' questions
4. Assistance with Addendums

Task 6 – Construction Phase

During the construction phase, Stantec will assist with the following tasks:

1. Attend one pre-construction meeting
2. Review contractor's submittals and shop drawings
3. Answer contractor's requests for information
4. Perform up to 10 Site visits/inspections.
5. Review contractor's as-builts and provide record drawings.
6. Permit closeout

Exclusions:

- Topographic or boundary survey
- Irrigation design
- Permitting fees
- Drainage Calculations or modeling
- Maintenance of traffic plan.
- Environmental assessments or engineering

PROJECT ASSUMPTIONS

- VILLAGE shall provide access to site.
- VILLAGE shall provide existing electronic CAD files, if available. It is the CONSULTANTS responsibility to verity accuracy.
- It is the CONSULTANT's responsibility to verity existing geometry is acceptable to all permitting agencies.

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The VILLAGE, as indicated in the MASTER AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in:
Task 1 within 45 days of the written Notice to Proceed.

PROJECT FUNDING

Performance of this project is at the VILLAGE's discretion and may be contingent upon the VILLAGE receiving funding and work shall not begin until the VILLAGE provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not to Exceed method of compensation. The total hourly rates payable by the VILLAGE for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following Not to Exceed amounts:

Task 1 – Design Development Phase	$23,325
Task 2 – 60% Design Phase	$10,305
Task 3 – Final Design Phase	$8,629
Task 4 – Permitting Phase	$4,742
Task 5 – Bid Assistance Phase	$3,800
Task 6 – Construction Phase	$11,609
Grand Total	**$62,413**

VILLAGE CONTACTS

Requests for payments should be directed to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Name of *PM*, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Delroy Peters
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
Dpeters@nbvillage.com

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
Mlobban@nbvillage.com

CONSULTANT CONTACTS

Sean Compel
Stantec Consulting Services Inc.
901 Ponce de Leon, Suite 901
Coral Gables, FL 33134
Email: seancompel@stantec.com
Phone: 305-445-2900

VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

BY: _____
NAME: Ralph Rosado, PhD
TITLE: Village Manager

BY: _____
Name: Alba L. 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

Stantec Consulting Services Inc.

WITNESSES:

Robert Fohrenbach
[Witness print/type name]

Sean Compel
[Witness print/type name]

(CORPORATE SEAL)

Stantec Consulting Services Inc., a New York corporation.

RAMON CASTELLA
[Print Name, check title]

☐ President ☑ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

ATTEST:

Secretary
Christopher O. Hesiler
[Print Name]

STANTEC CONSULTING SERVICES INC. Corporate Seal

STATE OF Florida :
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 23rd day of January, 2023, by Ramon Castella as Vice President for Stantec Consulting Services, Inc. a New York company (or corporation).

(SEAL)

HEIDI PEREZ
MY COMMISSION # GG 343913
EXPIRES: August 4, 2023
Bonded Thru Notary Public Underwriters

(Signature of Notary Public – State of Florida)

Heidi Perez
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

FEE WORKSHEET

DATE: January 5, 2023

PROJECT: North Bay Village
Entrance-Way Sign - East

Design Development Phase	Principal	Project Manager	Senior Engineer	Project Engineer	CAD Tech.	Clerical
Create base sheets from available information (no survey) for each of 2 locations		2			12	
Coordination, management, up to 3 meetings with Village	2	12			2	
Sub-Total Hours	2	14	0	0	14	0
Billing Rate	$ 225.00	$ 183.00	$ 165.00	$ 121.00	$ 94.00	$ 66.00
Labor Cost	$450	$2,562	$0	$0	$1,316	$0
					Labor Sub-Total	**$4,328**

Sub-consultant - TGA **$15,000**
Geotechnical Allowance **$4,000**

Design Development Total: **$23,328**

60% Design Phase	Principal	Project Manager	Senior Engineer	Project Engineer	CAD Tech.	Clerical
Coordination, file setup, management	1	1	1		2	
Civil layout design	1	2			12	
Structural plans and details		2	8	8	10	
Stuctural calculations			4	6		
Lighting selection		2				
Electrical design and plans		1	2			
Elevation view/exhibit		2	4		10	
Sub-Total Hours	2	10	19	14	34	0
Billing Rate	$ 225.00	$ 183.00	$ 165.00	$ 121.00	$ 94.00	$ 66.00
Labor Cost	$450	$1,830	$3,135	$1,694	$3,196	$0
					60% Design Total	**$10,305**

Final Design Phase	Principal	Project Manager	Senior Engineer	Project Engineer	CAD Tech.	Clerical
Coordination and management	1	1	1		2	
Civil layout design	1	2			6	
Structural plans and details		2	4	4	20	
Stuctural calculations			2	2		
Electrical design and plans		1	4	8	10	
Sub-Total Hours	2	6	11	14	38	0
Billing Rate	$ 225.00	$ 183.00	$ 165.00	$ 121.00	$ 94.00	$ 66.00
Labor Cost	$450	$1,098	$1,815	$1,694	$3,572	$0
					Final Design Total	**$8,629**

Permitting Phase	Principal	Project Manager	Senior Engineer	Project Engineer	CAD Tech.	Clerical
Coordination and pre-application research	2	4				
complete permit forms and compiled signed and sealed plan sets		4				
Address commments, revise, and re-submit plans	2	4	2		14	
Sub-Total Hours	4	12	2	0	14	0
Billing Rate	$ 225.00	$ 183.00	$ 165.00	$ 121.00	$ 94.00	$ 66.00
Labor Cost	$900	$2,196	$330	$0	$1,316	$0
					Permitting Phase Total	**$4,742**

Bid Assistance Phase	Principal	Project Manager	Senior Engineer	Project Engineer	CAD Tech	Clerical
Compile plans and specifications for complete bid package		4		4	4	
Attending one pre-bid conference		2				
Assist Village with answering bidders questions	2	2	2			
Assistance with Addendums		2	2			
Sub-Total Hours	2	10	4	4	4	0
Billing Rate	$ 225.00	$ 183.00	$ 165.00	$ 121.00	$ 94.00	$ 66.00
Labor Cost	$450	$1,830	$660	$484	$376	$0
					Labor Sub-Total	**$3,800**

Construction Assistance Phase	Principal	Project Manager	Senior Engineer	Project Engineer	Inspector	Clerical
Prepare for and attend pre-construction meeting	2	2				
Review contractor's submittals		2	2			
Answer contractor's RFIs		4	6			
Site visits/inspections		2			34	
Record Drawings/review as-builts	1	2		4		
Permit closeout	2	2				
Sub-Total Hours	5	14	8	4	34	0
Billing Rate	$ 225.00	$ 183.00	$ 165.00	$ 121.00	$ 77.00	$ 66.00
Labor Cost	$1,125	$2,562	$1,320	$484	$2,618	$0
					Labor Sub-Total	**$8,109**

Sub-consultant - TGA	**$3,500**
Construction Phase Total:	**$11,609**
GRAND TOTAL:	**$62,413**

April 14, 2022 (Revised 11.22.22) (Revised 11.29.22)

Tom Graboski
Associates, Inc.
Design

4649
Ponce de Leon Blvd.
Suite 401
Coral Gables,
Florida 33146

305.669.2550
Fax; 305.669.2539

Sean Compel, P.E.
Principal
Stantec
901 Ponce de Leon Blvd., Suite 900
Coral Gables, FL 33134

Re: Experiential Signage and Graphic Design Services for North Bay Village Entry Features

Dear Mr. Compel:

We are pleased to present this contract for environmental signage and graphic design services for North Bay Village entry features.

Based on our conversation of your needs, I would propose our scope of work to be as follows:

Scope of Work: Phase 1 Concept Design (Phase 1)

1. As the first priority, TGA will provide three (3) design concepts of the West and East entry feature to the city for presentation to the City for North Bay Village based on the site plan, the new landscape designs, and architectural drawings provided by the Client and/or architect/engineers, as well as signage drawings for the new East Park at the North edge of the bridge.
2. TGA will incorporate the new branding, logo, graphics and colors into the new signage concepts.

Scope of Work: Phase 2 Detailed Design Drawings

3. Upon the city's selection of a design, TGA will provide up to two (2) tweaks of the selected design. Any further changes to the selected design will be handled as additional services. A colored elevation rendering of the finished design will be provided showing a day and night look. If additional AutoCad or 3D perspective professional renderings are needed they can be contracted as an additional expense as TGA is not a professional rendering firm.
4. Upon selection of a final design, TGA will provide detailed design development drawings suitable for the client to get bids for fabrication and installation of the selected designs from qualified fabricators.
5. Any civil or structural engineering, architectural or landscape architectural plans or specifications will need to be handled by your engineers/architects and are not included in the scope of work to be performed by TGA. Any civil site plans or R.O.W. drawings are to be provided by the city or its engineering consultants.

TGA is not an architectural or engineering firm and as such cannot provide sealed permit and construction drawings. If these services are requested or required by the client they can be contracted either through the city's consultants, or TGA can get a firm to provide these services at an added cost or reimbursable expense. Certain items will be able to be engineered once a concept is approved, by the selected sign fabricator's engineer. This is the way most sign fabricators work.

Note: As a professional experiential/environmental signage and graphic design firm with over 40 years of experience, TGA cannot provide concepts or drawings for free without a signed contract. Please feel free to look at our website, or ask for us to supply images of projects completed from our portfolio.

Method of Operation
Our method of working is as follows:

Part 1 Analysis, Research, and Planning
Part 2 Final Design
Part 3 Documentation and Bidding
Part 4 Observation and Implementation

Phase 1:
Part 1: Analysis, Planning and Preliminary Design

A. Analysis of project requirements to define and identify areas of involvement to achieve effective graphic communication within the site.
   1. Review of plans of the project.
   2. Obtain necessary information concerning operating and functional requirements of the project.
   3. Review with Client budgetary considerations.
   4. Determine code requirements applicable to the project.

B. Planning and Preliminary Design
   1. Develop graphic systems and concepts for effective communication.
   2. Provide preliminary schedule and location drawings for graphic elements and signage.
   3. Provide schematic designs of elements showing approximate colors, sizes, shapes and styles, etc. (Three concepts to be presented).
   4. Review with Client: graphics schedules, copy, colors, locations, and messages for approval.

Part 2: Final Design and Coordination

A. Final Design
   1. Using applicable techniques, develop designs for items, which were approved in Part 1. (Two tweaks to selected concept are included in this proposal).
   2. Design and select appropriate alphabets, letterforms, color and materials for all items.
   3. Development of designs and presentation to Client.

B. Coordination
   1. Coordinate final copy with Client.
   2. Obtain approximate cost estimates for fabrication.

Phase 2:
Part 3: Documentation and Bidding

A. Design Development Drawings
   1. Provide final location plans and graphics schedule of all items.
   2. Provide detailed design development drawings for items and signage to be manufactured, suitable to obtain bids for fabrication from qualified manufacturers.

Part 4: Observation and Implementation

A. Observation of fabricator's work.
   1. Review shop drawings provided by fabricator for design accuracy.
   2. Inspect work in progress in fabricator's shop, if requested by Client as additional services and approved in advance.
   3. Observation of Installation (if requested by the Client).

All phases of the work mentioned will be reviewed and approved by the Client or his representative prior to work on the next phase. One individual appointed by the Client to make approvals to the designer is ideal and greatly reduces the time required to implement the project.

At all times, we will work closely with your staff and team of planners and architects to ensure a complete overall image.

Design Fee
TGA will perform the above scope of work listed above for a fixed design fee as detailed below, plus design related reimbursable expenses. It is the policy of TGA Design to require an initial payment on all new projects prior to starting work. An initial payment of $4,000.00, shall be made upon execution of this proposal and is the minimum payment under this proposal. We will begin work once this initial payment is received. Up to two (2) meetings with the City and and/or Stakeholder groups are included in this contract. Meetings over this amount will be billed hourly at our regular hourly rates.

1. Entry Feature Signage Conceptual Design: $7,500.00
   Concept Design paid to date: $4,000.00.
   Concept Design to 100% Completion: $3,500.00

   Estimated Hourly Rate Breakdown:

Principal @ $190	Senior Designer @ $150	Graphic Designer @ $120
10 hours	6.5 hours	5.25 hours

2. Design Development Drawings (Through CA) **: $15,000.00

   Estimated Hourly Rate Breakdown:

Principal @ $190	Senior Designer @ $150	Graphic Designer @ $120
45 hours	35 hours	10 hours

**DDDs are TGA's ready to bid drawings for each approved design developed in the course of this work. The time to develop each sign type varies.

See Hourly Rate Schedule on page 4 of this contract.

Reimbursable Expenses
Reimbursables include, but are not limited to, the following: renderings, prototypes, models, stock photos, commissioned illustrations, deliveries, mileage, photocopies, etc. Full receipt back-up for all charges will be submitted. Travel and lodging outside Dade and Broward Counties (approved in advance) will be billed at cost.

The Client shall pay any and all applicable sales tax as the Consultant bills them.

Invoices will be issued on a monthly basis according to the percentage of completion of each phase, plus reimbursable expenses. Payment for invoices are due upon receipt, any amount outstanding over thirty days from date of invoice will be subject to 1.5% per month interest on the unpaid balance.

Any variances requested would be pursued and secured by the Client. Any time spent seeking variances, preparing special documents or exhibits, and/or attending variance meetings, on behalf of the Client will be billed as additional services and is not included in this proposal.

Permits, consultants such as engineering and architectural services, or seals are not included. If required, they would be billed at cost or we could work with Client's architect.

Fabrication of signs, engineering of signs and footings and permits will be handled by the sign fabricators at the time of execution.

Additions and Changes

Any additions or changes to the scope of work after a phase has been approved will be billed at our regular hourly rates until the changes are back in phase. Regular hourly rates that apply are:

Principal	$190.00 per hour
Project Manager	$175.00 per hour
Senior Designer	$150.00 per hour
Graphic Designer	$120.00 per hour
Clerical	$ 50.00 per hour

Deliverables

TGA Design will produce all of the sign documents in Adobe Illustrator CC in the Macintosh format.

1. Detailed design drawings, plans, details, sections, elevations of signs, 11 x 17 format, Macintosh (Adobe Illustrator) format, suitable to communicate to fabricators design direction and details required for bidding.
2. Location plans: 11 x 17 sheets in PDF format.
3. Specifications will be provided on 8-1/2 x 11 format sheets in Microsoft Word and PDF file format.

The following are electronic file requirements for TGA Design, (for architect submitted drawings):

1. Save files as a PDF.
2. Send the cleanest base files for plans and elevations. Please remove all unnecessary layers.

Client Responsibilities

The Client's responsibilities shall begin with the provision of all information relative to the creation of a comprehensive Design Program. Furthermore, they shall provide all architectural plans, specifications and documents applicable to the Project, as well as information relative to deadlines and scheduling of all installation dates. All such information shall be assumed to be correct unless written notification is provided to the contrary. All information shall be provided to the Designer in a timely manner compatible with project time schedules. No work can commence without required plan(s) being given to TGA.

The Client shall render decisions on all submissions by the Consultant within a mutually agreed upon time period specified with each submission. Failure by the Client to respond within the allotted time shall necessitate suspension of the Consultant's Services until such response is received. It is therefore most important that the Client appoint an individual representative to render such decisions so as to avoid any unnecessary delay in the orderly progress of the work, or adherence to Client requested schedule.

We request appointment of a Client primary project manager who is familiar with the functional aspects of the entire project and who will act as the project manager for the duration of this project. This individual must be available on a full-time, first priority basis throughout the critical Phase One, in order to achieve the stated schedules. The individual will work side by side with the TGA project manager for critical Phase One, procure all information TGA needs during the project and be the primary decision-maker for the Client in consultations with TGA.

Ownership of Documents and/or Design

Original drawings and specifications, as instruments of Service are, and shall remain the property of the Designer. Any design in its final form selected and approved by the Client becomes the exclusive property of the Client. At the completion of the project the Client will receive a complete reproducible set of drawings of all approved final designs, as well as all graphics, electronically.

The drawings and specifications are prepared expressly for the *North Bay Village Entry Feature Signage* as developed by TGA Design. Use by the Client of the above mentioned drawings and specifications for any project other than this project is allowed provided that TGA Design is indemnified against any and all legal action arising from their use, and appropriate compensation is paid to the Designer.

The Client and/or Designer may terminate this project at any time by notifying the Designer and/or Owner by e-mail of such intent. At least seven (7) days written notice shall be provided for termination of services under this agreement. Upon such notification, an invoice for the Designer's services on the project will be sent to the Client, billed to the end of the phase in which the termination occurs. All expenses directly attributable to termination or suspension shall be included in this invoice.

Extent of Agreement

This letter represents the entire Agreement between the Client and the Designer, and supersedes all prior negotiations, representations and agreements. This Agreement may be amended only by written instrument signed by both the Client and Designer and attached hereto.

Projects halted for more than 90 days may be subject to renegotiation of the contract at Designer's discretion due to other scheduling conflicts, which may result. This agreement shall be governed by the Laws of the State of Florida.

If this agreement meets with your approval, please sign a copy and return to us, along with your $4,000. initial payment. Upon receipt, we will proceed with the work outlined.

We are excited at the prospect of working with you on this project.

Very truly yours,

Tom Graboski
President

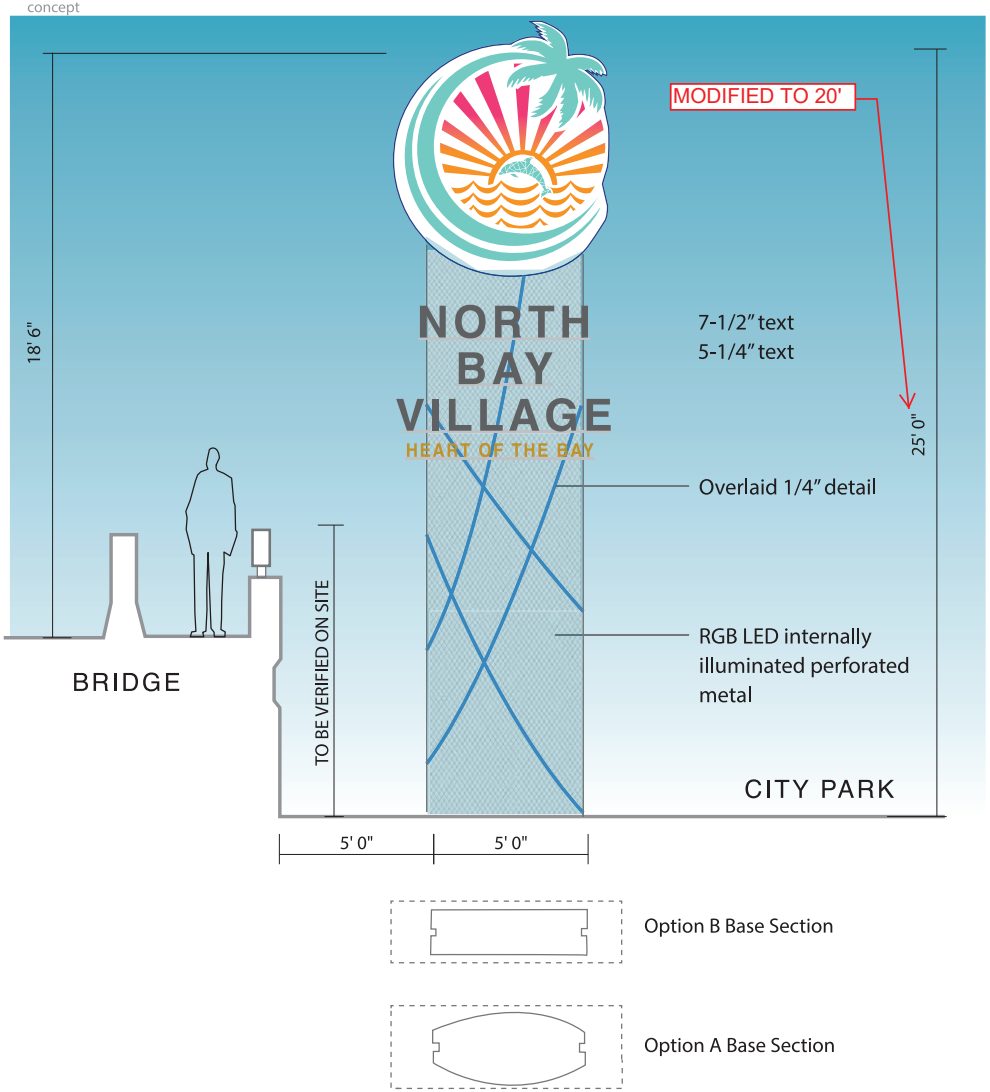
Approved by:

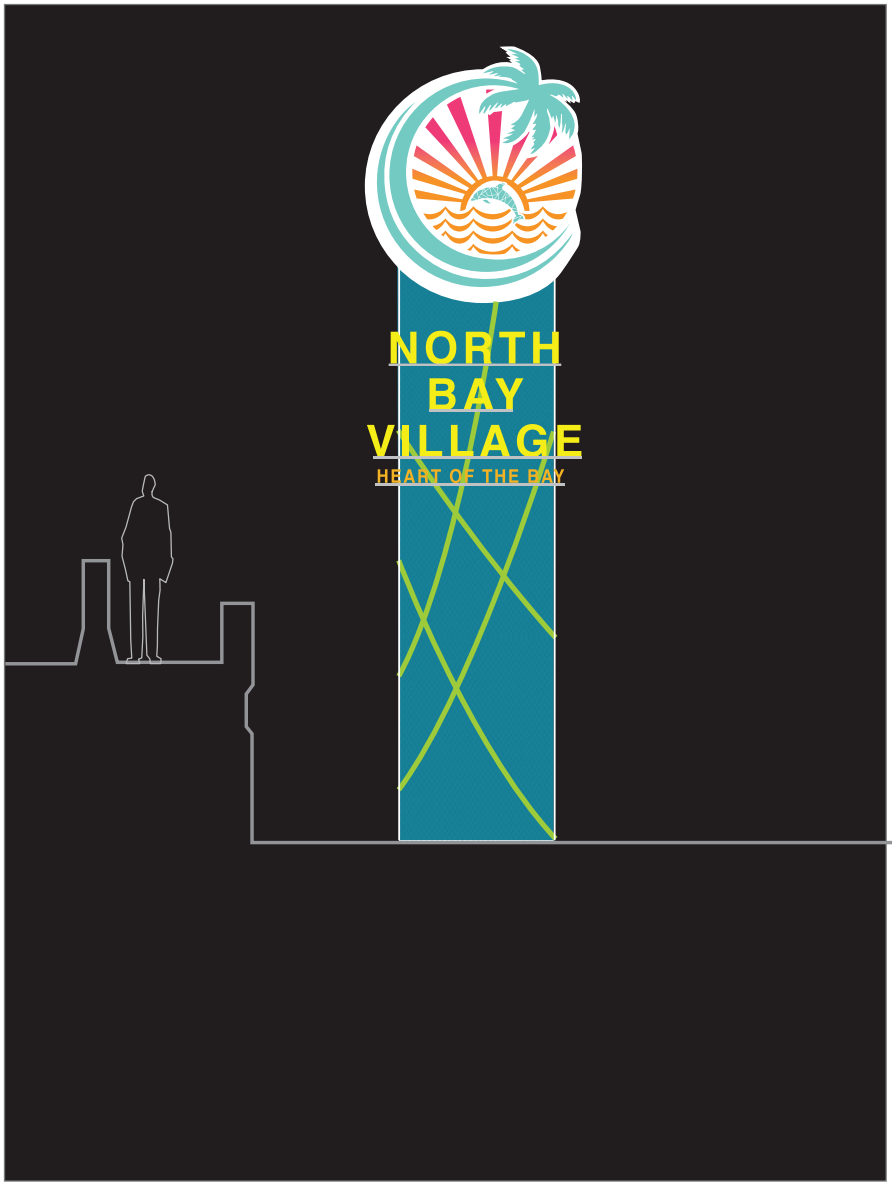
_____

Title: _____

Date: _____

B
concept





ESTIMATED CONSTRUCTION COST: $81,000

scale: 1/4" = 1'-0"

NORTH BAY VILLAGE
ENTRANCE SIGN
CONCEPT B
5.5.2022

tgadesign
tom graboski associates, inc.
4640 ponce de leon blvd. suite 401 coral gables, florida 33146
305.669.2550 www.tgadesign.com contact: david@tgadesign.com

ITEM NO. 11.K

North Bay Village
Recommendation Memorandum

DATE: July 15, 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, 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**

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 the Project location map on Exhibit “C,” 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 a takings process in court. The proposed resolution authorizes the Village Manager, working in consultation with the Village Attorney, to obtain the negotiated easement or begin the takings process.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
TO BE DETERMINED

PERSONNEL IMPACT
No Impact

ATTACHMENTS
Resolution - Acquisition of Parcel for NBI Pump Station.DOCX
Exhibit A - Proposed Control Panel Equipment Dimensions.pdf
Exhibit B - Stormwater pump station Area Survey.pdf
Exhibit C - Project Location Map.pdf

RESOLUTION NO. 2025-_____

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

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 Exhibit "A" and shown on the Stormwater Pump Station Area Survey on Exhibit "B", and the Project location map on Exhibit "C," 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.

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. 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 Exhibit “A” and shown on the Stormwater Pump Station Area Survey on Exhibit “B,” and the Project location map on Exhibit “C,” for construction, operation, and maintenance of stormwater utility improvements. It is further declared that acquisition of such parcel serves a public purpose.

Section 3. 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 4. 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 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:

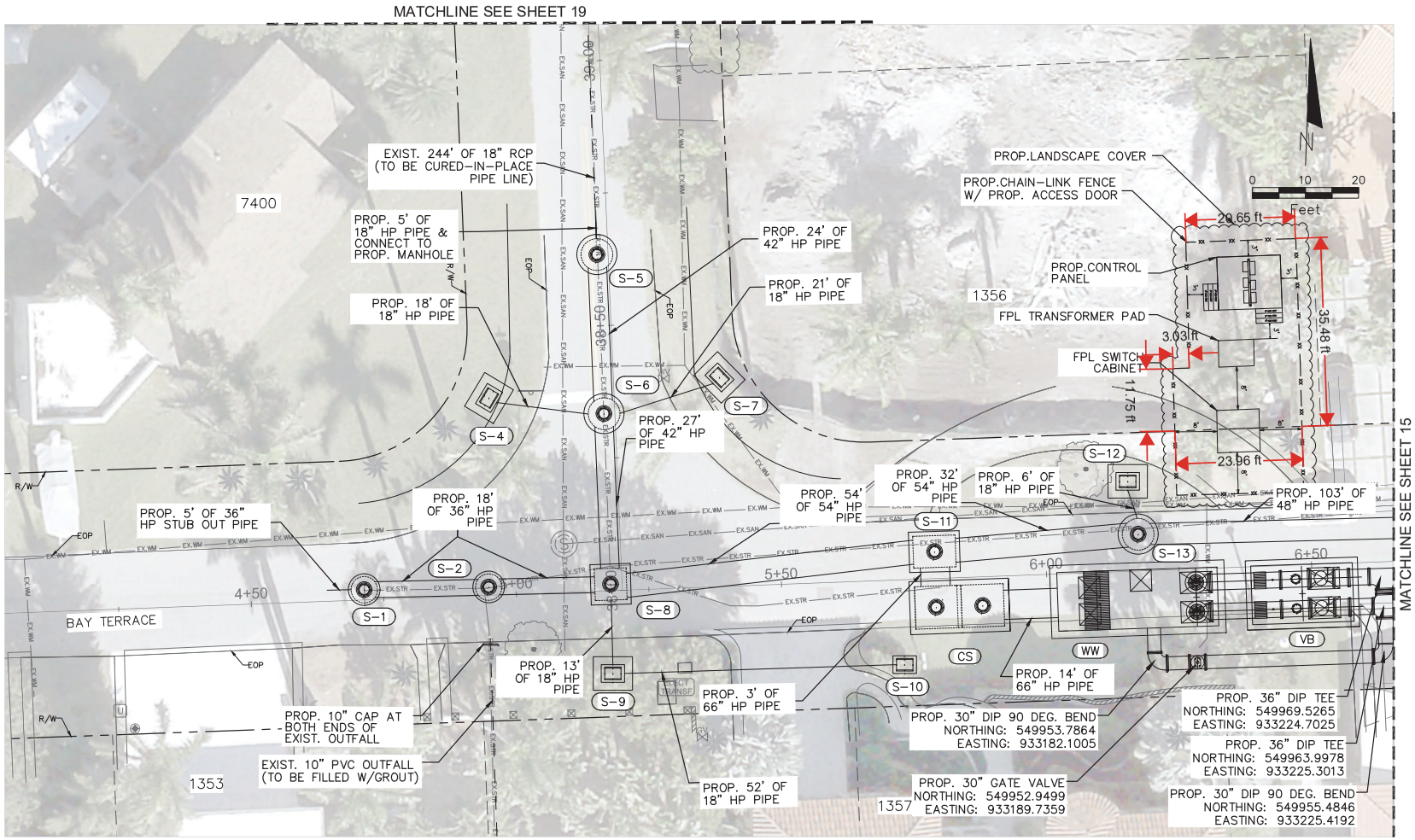
_____
Alba L. Chang, CMC

Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

PLOT DATE: 6/19/25



S-1 CONST. MANHOLE TYPE J-7 (5.0' ROUND)
EASTING: 933033.15
NORTHING: 549967.23
INDEX Nos. 425-001 & 425-010
RIM EL.=5.00'
FL EL.=(-)6.90'(E&W)
BOTTOM EL.=(-)8.90'

S-2 CONST. MANHOLE TYPE J-7 (5.0' ROUND)
EASTING: 933056.60
NORTHING: 549967.72
INDEX Nos. 425-001 & 425-010
RIM EL.=4.85'
FL EL.=(-)7.00'(E&W)
BOTTOM EL.=(-)9.00'

S-4 CONST. DBI TYPE C
EASTING: 933129.91
NORTHING: 549953.09
INDEX Nos. 425-052
GRATE EL.=2.60'
FL EL.=(-)1.10'(E)
BOTTOM EL.=(-)3.10'

S-5 CONST. MANHOLE TYPE J-7 (6.0' ROUND)
EASTING: 933056.25
NORTHING: 549999.97
INDEX Nos. 425-052
RIM EL.=5.00'
FL EL.=(-)4.80'(N)
FL EL.=(-)6.90'(S)
BOTTOM EL.=(-)8.90'

S-6 CONST. MANHOLE TYPE J-7 (6.0' ROUND)
EASTING: 933078.36
NORTHING: 550000.43
INDEX Nos. 425-001 & 425-010
RIM EL..=4.70'
FL EL.=(-)7.00'(N&S)
FL EL.=(-)2.00'(E&W)
BOTTOM EL.=(-)9.00'

S-7 CONST. DBI TYPE C
EASTING: 933100.56
NORTHING: 550001.04
INDEX Nos. 425-052
GRATE EL.=2.74'
FL EL.=(-)2.00'(W)
BOTTOM EL.=(-)4.00'

S-8 CONST. MANHOLE TYPE J-7 (6.0'x6.0')
EASTING: 933079.59
NORTHING: 549968.27
INDEX Nos. 425-001 & 425-010
RIM EL.=4.70'
FL EL.=(-)7.10'(N,E&W)
FL EL.=(-)1.30'(S)
BOTTOM EL.=(-)9.10'

S-9 CONST. DBI TYPE C
EASTING: 933080.02
NORTHING: 549951.45
INDEX Nos. 425-052
GRATE EL.=3.35'
FL EL.=(-)1.20'(N&E)
BOTTOM EL.=(-)3.20'

S-10 CONST. DBI TYPE C
EASTING: 933129.91
NORTHING: 549953.09
INDEX Nos. 425-052
GRATE EL.=3.35'
FL EL.=(-)1.10'(W)
BOTTOM EL.=(-)3.10'

S-11 CONST. MANHOLE TYPE J-7 (6.0'x8.0')
EASTING: 933140.67
NORTHING: 549974.40
INDEX Nos. 425-001 & 425-010
RIM EL.=3.90'
FL EL.=(-)7.30'(E&W)
FL EL.=(-)8.30'(S)
BOTTOM EL.=(-)10.30'

S-12 CONST. DBI TYPE C
EASTING: 933177.07
NORTHING: 549987.67
INDEX Nos. 425-052
GRATE EL.=2.60'
FL EL.=(-)2.00'(S)
BOTTOM EL.=(-)4.00'

S-13 CONST. MANHOLE TYPE J-7 (6.0' ROUND)
EASTING: 933179.04
NORTHING: 549977.69
INDEX Nos. 425-001 & 425-010
RIM EL.=3.90'
FL EL.=(-)7.00'(E&W)
FL EL.=(-)2.10'(N)
BOTTOM EL.=(-)9.00'

CS CONST. POLLUTION CONTROL STRUCTURE W/ J BOTTOM (16.0'-9"X8.0')
EASTING: 933145.36
NORTHING: 549964.15
INDEX NOS. 425-001 & 425-010
(SEE DRAINAGE DETAILS)
FL EL.=(-)8.40' (N&E)
BOTTOM EL.=(-)12.00'

VB CONST. VALVE BOX W/ J BOTTOM (11.0'X19.0')
EASTING: 933202.41
NORTHING: 549966.15
INDEX NOS. 425-001 & 425-010
(SEE DRAINAGE DETAILS)
FL EL.=(-)0.67'(E&W)
BOTTOM EL.=(-)4.00'

WW CONST. WET WELL STRUCTURE W/ J BOTTOM (11.0'x30.0')
EASTING: 933182.84
NORTHING: 549965.44
INDEX Nos. 425-001 & 425-010
(SEE DRAINAGE DETAILS)
FL EL.=(-)8.50'(W)
FL EL.=(-)0.67'(E)
BOTTOM EL.=(-)15.00'

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

6401 SW 87th Avenue, Suite 200
Miami, Florida 33173
Tel: 305.670.2350 Fax: 305.670.2351
www.bcceng.com
Certificate of Authorization No. 7184

CITY OF SWEETWATER		
ROAD NO.	COUNTY	PROJECT NUMBER
-	MIAMI-DADE COUNTY	1025033.08

HUD GRANT PROJECT ASSISTANCE

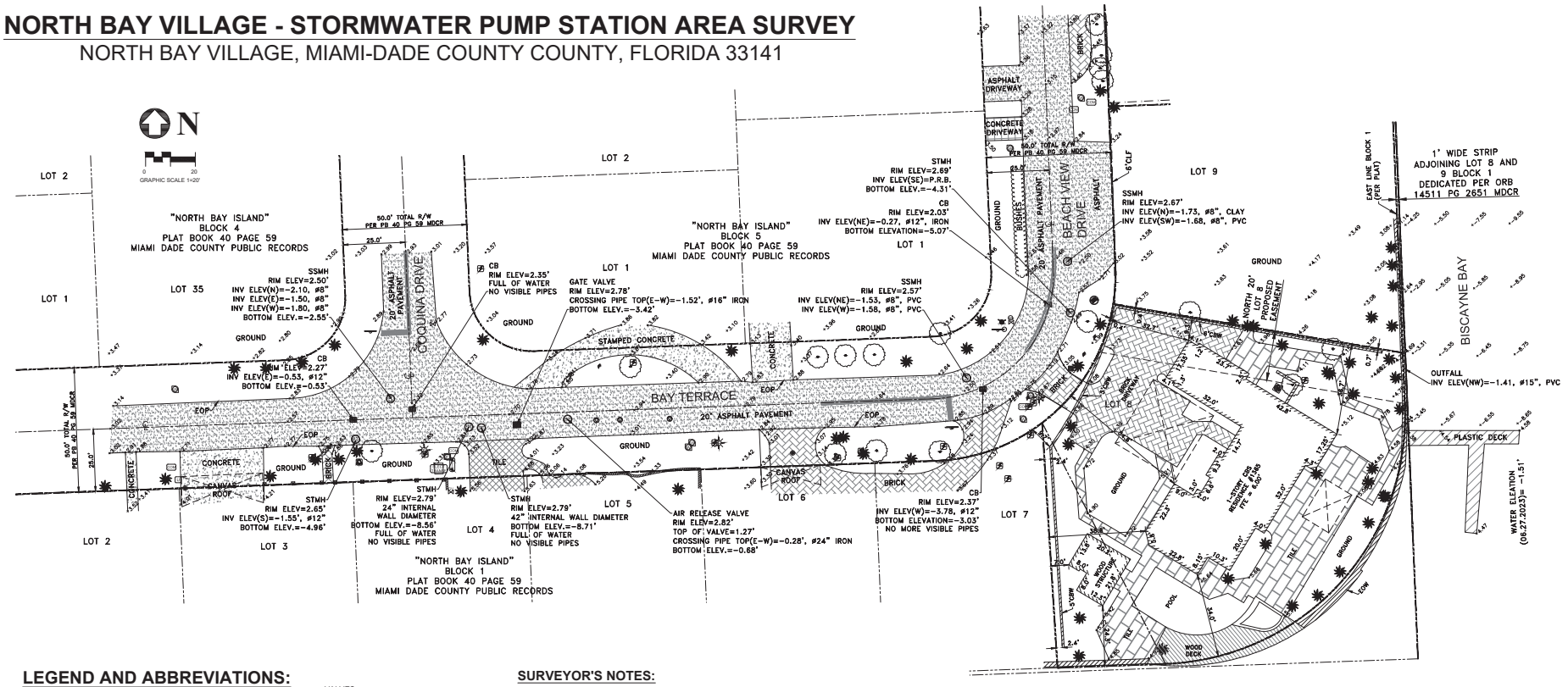
DRAINAGE PLAN

SHEET NO. 14

FILE LOCATION: H:\PROJECTS\0190151.03 NEW STORMWATER PUMP STATION\8 - CAD\DRAWINGS\0190151.03_05_DNG.DWG

NORTH BAY VILLAGE - STORMWATER PUMP STATION AREA SURVEY

NORTH BAY VILLAGE, MIAMI-DADE COUNTY COUNTY, FLORIDA 33141



LEGEND AND ABBREVIATIONS:

CB	CATCH BASIN
ELEV	ELEVATION
EOP	EDGE OF PAVEMENT
FFE	FINISH FLOOR ELEVATION
ID	IDENTIFICATION
INV	INVERT
NTS	NOT TO SCALE
PRB	POLLUTION RETARDANT BAFFLE
R/W	RIGHT OF WAY
SSMH	SANITARY SEWER MANHOLE
STMH	STORM MANHOLE

-BOXES:

- BELLSOUTH BOX
- COMMUNICATION BOX
- ELECTRIC UTILITY BOX
- ELECTRIC METER
- UTILITY BOX
- WATER METER

-MANHOLES:

- CATCH BASIN
- FP&L MANHOLE
- SANITARY SEWER MANHOLE
- STORM MANHOLE

-POLE:

- CONCRETE LIGHT POLE

-VALVES:

- GAS VALVE
- MONITORING WELL
- WATER VALVE

-OTHER UTILITIES:

- CLEAN OUT
- ELECTRIC PANEL
- FIRE HYDRANT
- FPL TRANSFORMER
- GUARD POST
- POINT ELEVATION
- SPOT LIGHT
- TRAFFIC SIGN
- TREE
- TREE PALM
- CENTER LINE
- R/W (RIGHT OF WAY LINE)
- VEGETATION LINE

NOTE:
SYMBOLS SHOWN IN SURVEY DRAWINGS ARE NOT TO SCALE AND SHALL NOT BE USED TO SIZE SUCH ELEMENTS

SURVEYOR'S NOTES:

1. NO UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS. CONTACT APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK OR CONSTRUCTION.
2. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. TYPE OF SURVEY: TOPOGRAPHIC SURVEY.
4. ALL MEASUREMENTS AS SHOWN ARE IN ACCORDANCE WITH UNITED STATES STANDARD USING THE U.S. SURVEY FEET.
5. SHOWN ELEVATIONS ARE REFERRED TO THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988, AND MEETS THE STANDARDS OF PRACTICES AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS AS CONTAINED IN CHAPTER 5J-17.0.51 THRU 5J-17.0.53. THE VERTICAL ACCURACY OBTAINED ON THIS TOPOGRAPHIC SURVEY EXCEED THE CALCULATED VALUE OF A CLOSURE IN FEET OF PLUS OR MINUS 0.05 TIMES THE SQUARE ROOT OF THE DISTANCE IN MILES A COMMONLY VALUE ACCEPTED IN THE CONSTRUCTION AND SURVEYING INDUSTRY.
   USED BENCHMARK: Q-313
   -ELEVATION: 4.44 (NGVD-29). CONVERTION FACTOR=-1.54'
6. THIS TOPOGRAPHIC SURVEY IS COVERED UNDER PROFESSIONAL LIABILITY INSURANCE.
7. FIELD WORK DATE: 07.13.2023

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: THAT THE SKETCH OF THIS TOPOGRAPHIC SURVEY WAS PREPARED UNDER MY SUPERVISION AND THAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 475 OF THE FLORIDA STATUTES AND THAT THE SKETCH THEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.



LOCATION MAP
N.T.S.

PREMIERE DESIGN SOLUTIONS INC.
12781 MIRAMAR PARKWAY, SUITE 205,
MIRAMAR, FL. 33027.
954.237.7650
PDS@PDS-ENG.COM
FLORIDA COA No. 27940
LB 8017

REVISIONS

#	DATE

PROJECT:

NORTH BAY VILLAGE - STORMWATER PUMP STATION AREA SURVEY
NORTH BAY VILLAGE, MIAMI-DADE COUNTY COUNTY, FLORIDA 33141

TOPOGRAPHIC SURVEY

SCALE: AS SHOWN

PROJECT #20210007.1

DESIGNED DATE: 07.13.2023

DRAWN DATE: 07.13.2023

CHECKED DATE: 07.13.2023

APPROVED:

FERNANDO FERNANDEZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE LS 6765
fernandez@pds-eng.com

DATE: 07.13.2023

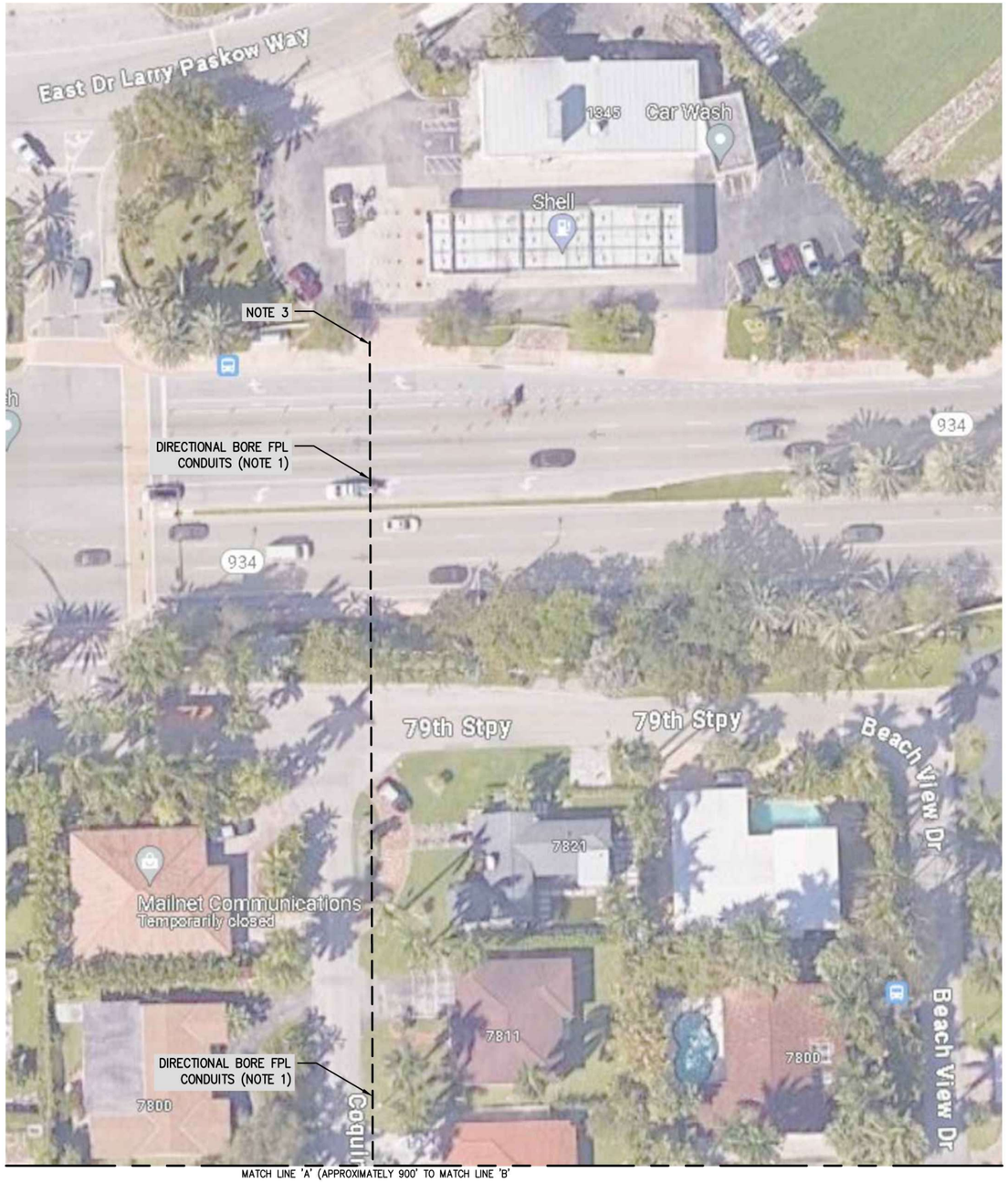
SHEET:

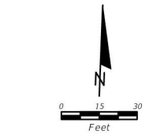
S-01

THIS SHEET IS NOT VALID WITHOUT THE OTHERS

PLOT DATE: 8/30/24

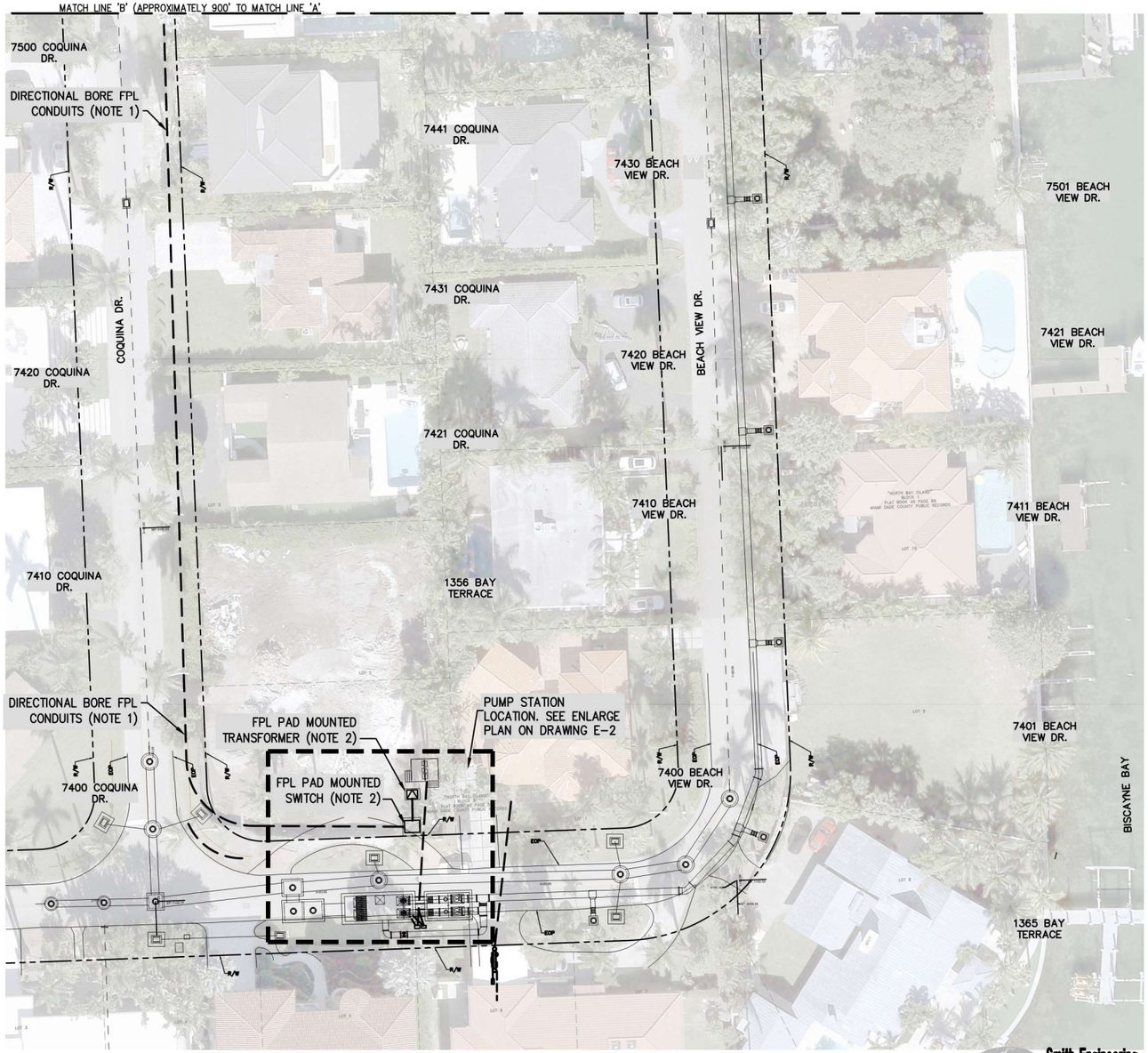
FILE LOCATION: T:\SEC 2023\S23034 BCC ENGINEERING- NBV NORTH BAY ISLAND STORMWATER PUMP STATION\ELECTRICAL DWGS\S23034_E-1 SITE PLAN.DWG





ELECTRICAL NOTES:

1. CONTRACTOR SHALL COORDINATE WITH FPL FOR EXACT LOCATION AND NUMBER OF OF THE DIRECTIONAL BORE CONDUITS AND LOCATION PRIOR TO BORING CONDUIT. FPL SHALL PROVIDE THE CONDUIT FOR THE CONTRACTOR TO INSTALL. INSTALLATION SHALL MEET FPL INSTALLATION REQUIREMENTS.
2. CONTRACTOR SHALL INSTALL FPL PROVIDED TRANSFORMER PAD. VERIFY LOCATION PRIOR TO INSTALLATION. INSTALLATION SHALL MEET FPL REQUIREMENTS.
3. CONTRACTOR SHALL COORDINATE WITH FPL FOR EXACT LOCATION TO STUB THE CONDUITS UP AT AND ADJUST AS NECESSARY AT NO EXTRA COST.



SEC Smith Engineering Consultants,Inc.
State Auth. #6228
2161 Palm Beach Lakes Blvd. , Suite 312
West Palm Beach, Fl 33409
(561) 616-3911 fax (561) 616-3912
WWW.SMITHENGINEERINGCONSULTANTS.COM

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

bcc engineering
6401 SW 87th Avenue, Suite 200
Miami, Florida 33173
Tel: 305.670.2350 Fax: 305.670.2351
www.bcceng.com
Certificate of Authorization No. 7184

CITY OF NORTH BAY VILLAGE		
ROAD NO.	COUNTY	PROJECT NUMBER
–	MIAMI–DADE COUNTY	0190151.03

NORTH BAY ISLAND
STORMWATER PUMP STATION

ELECTRICAL SITE PLAN

SHEET NO. E-1

90% SUBMITTAL

ITEM NO. 11.L

North Bay Village
Recommendation Memorandum

DATE: July 15, 2025

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

FROM: Carlos Llamas, Project Manager

SPONSORED BY:

SUBJECT: **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)**

RECOMMENDATION

It is recommended that the Village Commission approve a proposal from Breezeline for the undergrounding of utility lines in the amount of $31,371.00

BACKGROUND AND ANALYSIS

The proposed resolution requests approval from the Village Commission to issue a purchase order to Breezeline for relocating and undergrounding the overhead cables and fiber optic lines surrounding the Village Hall project site.

In 2020, the Village and Miami-Dade County engaged in discussion to enter into a Memorandum of Understanding (MOU), for the design and construction of a new Fire Rescue station and Village Hall. The fire station is intended to be part of a partnership between the MOU parties, with the Village providing the land for the Project and leasing the station to Miami-Dade County. On December 12, 2023, the Village Commission approved a site plan application for the development of a new Village Hall and County Fire Station Complex.

The site consists of two parcels located at 1335 79th Street (Kennedy) Causeway. Folio Numbers of the parcels are 23-3209-001-0060, and 23-3209-001-0061. The site land area is 32,938 Square Feet. Based on a maximum FLR of 13.0, the site would allow for a building of

approximately 385,000 Square Feet.

During the design phase of the Village Hall and Fire Station, WJ Architects, the design team for the Project, identified an overhead cable along 7900 East Drive that would obstruct the construction of the Village Hall building. To avoid this conflict, the cable must be relocated underground. To facilitate this, the Village Public Works Department reached out to Breezeline, the company that owns the cable, which supplies broadband services to nearby homes. Breezeline conducted a site inspection and has submitted a proposal for the underground relocation of the fiber optic cable and the removal of the existing utility poles

Pursuant to §36.25(H) of the Village Code:
Sole source procurement.
A contract may be awarded without competition when the Village Manager determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item. The Village Manager shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as a written public record and shall list each contractor's name, the amount, and type of each contract.

Enclosed for east reference is a location map and proposal for further details.

It is recommended that the Village Commission approve a proposal from Breezeline for the undergrounding of utility lines in the amount of $31,371.00

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
$31,371.00 GL# 325-60-630-6201

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution - Breezeline Proposal For Cable Undergrounding .DOCX
Breezeline - 7900 West Dr - - New Safety Complex.pdf
Relocation sketch.pdf

RESOLUTION NO. 2025- _____

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.

WHEREAS, on October 5, 2022, North Bay Village (the "Village") issued Request for Qualifications No. 2022-005 (the "RFQ") for architectural and engineering design services (the "Services") for the Village Hall and Public Safety Complex Project (the "Project") to be located at a 0.756-acre Village-owned property located at 1335 79th Street Causeway (the "Property"); and

WHEREAS, on January 10, 2023, the Village Commission adopted Resolution No. 2023-004 selecting Wannemacher Jensen Architects, Inc. (the "Consultant") as the most highly qualified firm and authorizing the Village Manager to negotiate an agreement with the Consultant to provide the Services for the Project; and

WHEREAS, on March 8, 2023, the Village Commission adopted a resolution approving an agreement with the Consultant to perform the Services for the Project; and

WHEREAS, as part of the Village's design of the Project, the Village is coordinating with Breezeline, a provider of cable, ("Breezeline") to underground and relocate existing overhead cables and fiber optic lines that serve the Project and community (the "Work"); and

WHEREAS, Breezeline has prepared a proposal (a copy of which is attached hereto as Exhibit "A") to perform the Work in the amount of $31,371.00 (the "Proposal"), and

WHEREAS, the Village desires to approve the Proposal and authorize the Village Manager to issue a purchase order consistent with the Proposal attached hereto as Exhibit "A" and expend funds in an amount not to exceed $31,371.00 for the Work; 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 Proposal.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to issue a purchase order to Breezeline consistent with the Proposal attached hereto as Exhibit "A" in an amount not to exceed $31,371.00 for the Work, subject to the Village Attorney's approval as to form, content, and legal sufficiency.

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

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

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

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

PASSED AND ADOPTED on this 15th day of July, 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

Invoice

May 21, 2025

2025-PF-020

DUE ON RECEIPT

REMIT PAYMENT TO:

Breezeline

c/o Dorothy Pohl - Miami Finance Dept

258 Southmont Blvd
Johnstown, PA 15905.

Bill To:

ATTN: Carlos Liamas
COMPANY NAME: North Bay Village
BILLING ADDRESS: 1666 Kennedy Causeway Suite 300
CITY, STATE: North Bay Village, FL, 33141
PROJECT ADDRESS: 7900 West Dr, North Bay Village, FL, 33141
EMAIL: cllamas@nbvillage.com
PHONE: (305) 756-7171

BREEZELINE PROJECT NAME & LOCATION: BPW: Overhead Relocation: 7900 West Dr, North Bay Village, FL, 33141. N Bay Village Safety Complex

PO# Pending

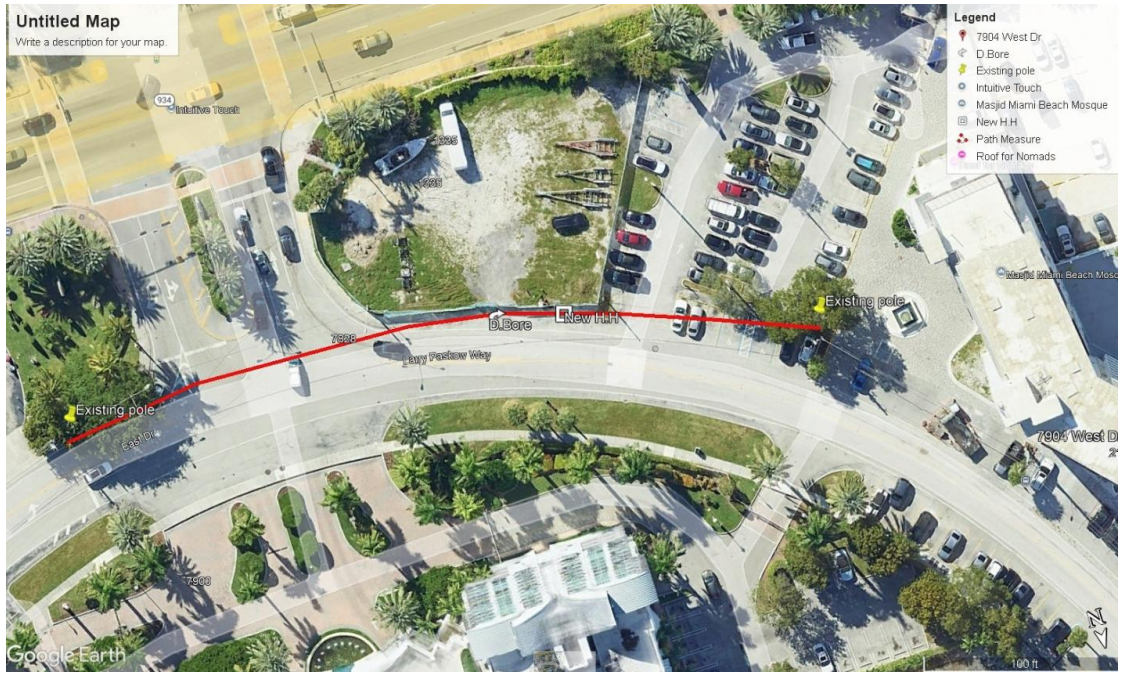
BREEZELINE PROJECT MANAGER: Pete Freytag 10785 Marks Way, Miramar, FL 33025 Cell Phone (786)251-5989

DESCRIPTION	AMOUNT
Engineering, Labor & Permitting Invoice 2025-PF-020 - 7900 West Dr, North Bay Village, FL, 3314172	$ 26,915.00
Materials Invoice 2025-PF-020 - 7900 West Dr, North Bay Village, FL, 33141	$ 4,456.00
RE: Relocation Request F/O New N Bay Village Safety Complex, 7900 West Dr, N Bay Village FL, 33141	
Total	$ 31,371.00

MAKE ALL CHECKS PAYABLE TO BREEZELINE. PAYMENT BY CHECK ONLY. REMIT PAYMENT TO ADDRESS ABOVE ATTN: FINANCE DEPT.

BREEZELINE CABLES RELOCATION
7900 East Drive, North Bay Village, FL 33141





ITEM NO. 12.A

North Bay Village
Recommendation Memorandum

DATE: July 15, 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 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)**

RECOMMENDATION

On July 2nd, 2025, the Planning and Zoning Board voted unanimously to forward to the Village Commission a recommendation of approval of the Special Area Plan, to create SAP regulations via the introduction of Appendix D to the ULDC, and rezoning of the subject property to 8000 East SAP, as recommended by Staff.

The SAP must be reviewed and adopted prior to the approval of the companion site plan and associated Development Agreement, which will be reviewed by the Village Commission in conjunction with the 2nd reading of the ordinance (scheduled for September 16, 2025).

BACKGROUND AND ANALYSIS

See the attached staff report and supporting documentation.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
Staff Report -8000 East Drive SAP .pdf
Attachment 1 â€“ Boundary Survey and Plat - 8000 East Drive (flat).pdf
Attachment 2 â€“ SAP application - 8000 East Drive.pdf
Attachment 3 â€“ LOI and Appendix D - 8000 East Drive.pdf
Attachment 4 â€“ Proposed Zoning Map change - 8000 East Drive.pdf
Attachment 5 â€“ Conceptual Site Plan - 8000 East Drive.pdf
Attachment 6 - Ordinance - 8000 East Drive SAP.docx
Attachment 7 - Summary for 8000 East Drive.pdf
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

MEMORANDUM
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Tel: (305) 756-7171
Fax: (305) 756-7722
Website: www.northbayvillage-fl.gov

Date: **July 2, 2025**

To: **Planning and Zoning Board**

From: **Silvia E. Vargas, FAICP, Village Planner via Village Manager Frank Rollason**
Josh Nogareda, Senior Planner

Subject: **Harbor Island North Bay Village, 8000 East Drive Special Area Plan (SAP)**

---

1. General Information

Owner/Applicant:	Harbor Island Development Company, LLC
Applicant Address:	2850 Tigertail Avenue, Ste. 800, Miami FL 33133
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
Contact Person/Owner Representative:	Amro Zakarni (Related) / Mario Garcia-Serra Gunster)
Phone Number:	305-533-0078 / 305-376-6061
E-mail Address	azakarni@relatedgroup.com / mgarcia-serra@gunster.com

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 Boundary 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.

A stand-alone site plan application was submitted in October 2024. Following the adoption of Ordinance No. 2025-003 on March 18, 2025, the Applicant submitted the SAP application to a unified development plan and enable regulatory modifications required to support the proposed development, while simultaneously modifying the site plan accordingly.

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.

According to the application materials and revised architectural plans related to the site plan application, dated April 30, 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 accommodations.
- A total of 364 residential units, with unit layouts to be finalized at a later stage.
- A marina component (pending clarification of the proposed use, i.e., commercial or ancillary) with an identified dockmaster area and 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.

The Site Plan application was reviewed by the Village's Development Review Committee (DRC) on December 12, 2024; resubmittals were received March 17 and April 30, 2025. The most recent staff evaluation was completed on June 20, 2025, after the SAP application was added. While most DRC comments have been addressed by the Applicant, some items remain unresolved or require further clarification and have been included in the site plan recommendation as conditions of approval at various point beyond the site plan stage.

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 Planning and Zoning Board.

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 an application requesting the following:

a) Creation of the 8000 East Special Area Plan zoning district via a text amendment to the ULDC.
b) Rezoning of the subject property to Special Area Plan (SAP).
c) Conceptual site plan approval.

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 concern. 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 through the use of 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 local 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 SAP proposes a walkable, waterfront-oriented redevelopment that improves pedestrian access and public connectivity throughout the site. The development includes 364 residential units in two towers, complemented by commercial uses, marina infrastructure, civic space, and an Island Walk extension along the waterfront. Over 9,000 square feet of civic space is provided, including public plazas and art elements. The project layout preserves a view corridor, provides public access to the bay, and enhances neighborhood livability through the integration of open space and amenities.

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 retained 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 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 mixed-use site featuring residential towers, ground-level commercial space, a marina, and 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 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 to utilize 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 to establish 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 finds 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.

Staff recommends **approval** of the proposed Special Area Plan, subject to the adoption of the SAP rezoning ordinance and satisfaction the following conditions.

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. Application 8000 East Special Area Plan
3. Letter of intent and Appendix D to Chapter 15, '8000 East SAP'
4. Proposed Zoning Map Change
5. Conceptual Site Plan
6. Ordinance Rezoning to 8000 East Special Area Plan and Amending ULDC
7. Summary of Community Meeting

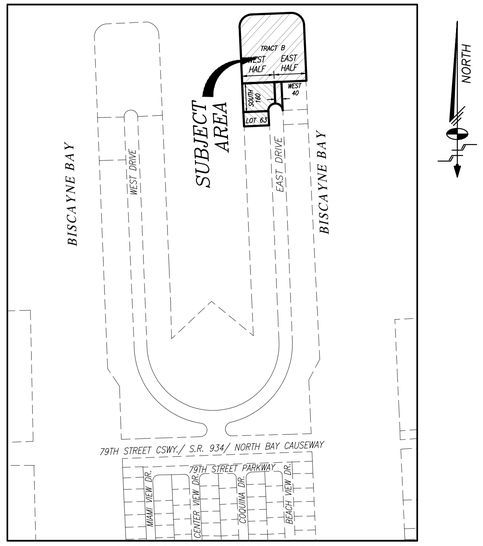
GENERAL LEGEND:

- 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-3 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
- COMMUNICATION PULL BOX
- CURB INLET
- DOUBLE DETECTOR CHECK VALVE
- DRAIN (CIRCULAR OR SQUARE)
- 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
- GAS METER
- GAS PUMP
- GAS VALVE
- GREASE TRAP MANHOLE
- GROUND LIGHTING
- GUARD POST, BOLLARD
- IRRIGATION HAND HOLE
- IRRIGATION VALVE
- MAILBOX
- MONITOR WELL
- MONUMENT LINE
- P-5 INLET
- P-6 INLET
- PARKING METER
- PEDESTRIAN CROSSING SIGNAL
- 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
- STREET LIGHT BOX
- SWALE INLET
- TELEPHONE BOX (SOUTHERN BELL)
- TELEPHONE HAND HOLE
- TELEPHONE MANHOLE (SO. BELL)
- TELEPHONE PAYPHONE
- TRAFFIC HAND HOLE
- TRAFFIC UTILITY BOX
- TCB TRAFFIC CONTROL POST
- TRAFFIC SIGNAL POST
- TSB TRAFFIC SIGNAL BOX
- TREE & PALM
- UNDERGROUND UTILITY MARKER
- UNKNOWN UTILITY MANHOLE
- UNKNOWN UTILITY HAND HOLE
- WATER MANHOLE
- WM WATER METER
- WV WATER VALVE
- WOOD LIGHT POLE
- WOOD POWER POLE
- WTP WOOD TELEPHONE POLE
- HANDICAP PARKING
- STROLLER PARKING

ABBREVIATIONS:

- R denotes RADIUS
- Δ denotes DELTA ANGLE
- L denotes ARC DISTANCE
- CH.D. denotes CHORD LENGTH or CHORD DISTANCE
- CH.B. denotes CHORD BEARING
- T denotes TANGENT DISTANCE
- P.C.P. denotes PERMANENT CONTROL POINT
- P.R.M. denotes PERMANENT REFERENCE MONUMENT
- P.B. denotes PLAT BOOK
- PG. denotes PAGE
- P.O.C. denotes POINT OF COMMENCEMENT
- P.O.B. denotes POINT OF BEGINNING
- OHW denotes OVERHEAD UTILITY WIRES
- O.R.B. denotes OFFICIAL RECORDS BOOK
- P.C. denotes POINT OF CURVATURE
- C.B.S. denotes CONCRETE BLOCK STRUCTURE
- CONC. denotes CONCRETE
- C.L.F. denotes CHAINLINK FENCE
- M.F. denotes METAL FENCE
- W.F. denotes WOOD FENCE
- F.F.E. denotes FINISH FLOOR ELEVATION
- F.I.P. denotes FOUND IRON PIPE
- S.I.P. denotes SET IRON PIPE & LB-87 CAP
- F.N.D. denotes FOUND NAIL & BRASS DISC
- S.N.D. denotes SET LB-87 NAIL & BRASS DISC
- C.I.P. denotes CORRUGATED IRON PIPE
- CLR. denotes CLEAR
- E.T.P. denotes ELECTRIC TRANSFORMER PAD
- ENCR. denotes ENCROACHMENT
- D.C. denotes DEPRESSED CURB
- PL. denotes PLANTER
- (C) denotes CALCULATE DISTANCE
- I.E. denotes INVERT ELEVATION
- T.O.P. denotes TOP OF PIPE
- (D) denotes DEED DISTANCE
- (L) denotes DISTANCE BY LEGAL DESCRIPTION
- (M) denotes MEASURED DISTANCE
- (R) denotes RECORD OR PLATTED DISTANCE

- BOTTOM —— APPROXIMATE BOTTOM OF SLOPE
- COMM —— COMMUNICATION
- DRAIN —— DRAINAGE
- FPL —— ELECTRIC
- FM —— FORCE MAIN
- IRRIG —— IRRIGATION
- GAS —— NATURAL GAS
- OHW —— OVERHEAD WIRES
- SM —— SANITARY SEWER
- TOP —— APPROXIMATE TOP OF BANK
- VEG —— VEGETATION LINE
- WM —— WATER
- /// —— LIMITED ACCESS RIGHT OF WAY LINE



LOCATION SKETCH

Scale: 1"=400'

A PORTION OF SECTION 09-53S-42E, MIAMI-DADE COUNTY, FLORIDA.

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 MIAMI-DADE PROPERTY APPRAISER NUMBERS:
    FOLIO: 23-3209-001-0020 (8000 EAST DRIVE)
    FOLIO: 23-3209-001-0024 (8000 EAST DRIVE)
    FOLIO: 23-3209-030-0001 (7946 EAST DRIVE)
14. PARCEL 1 AND PARCEL 2, AS DESCRIBED AND AS SURVEYED, ARE CONTIGUOUS ALONG THEIR COMMON BOUNDARIES WITHOUT GAP, GORE OR HIATUS.
15. ENCROACHMENTS: TILES AND CANOPY ALONG THE EAST LINE OF PARCEL 1
    WOOD DECKS ALONG WEST PARCEL LINES

NOTES REGARDING SCHEDULE B OF TITLE COMMITMENT NO. 12252138 (REV. B) ISSUED BY CHICAGO TITLE INSURANCE COMPANY, WITH A COMMITMENT DATE OF 02/08/2025 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)**
11. RIPARIAN AND LITTORAL RIGHTS ARE NOT INSURED. (AS TO PARCELS 1 AND 2)
12. ANY AND ALL RIGHTS OF THE UNITED STATES OF AMERICA OVER ARTIFICIALLY FILLED LANDS IN WHAT WERE FORMERLY NAVIGABLE WATERS, ARISING BY REASON OF THE UNITED STATES OF AMERICA'S CONTROL OVER NAVIGABLE WATERS IN THE INTEREST OF NAVIGATION AND COMMERCE, AND ANY CONDITIONS CONTAINED IN ANY PERMIT AUTHORIZING THE FILLING IN OF SUCH AREAS. (AS TO PARCELS 1 AND 2)
13. THE FOLLOWING MATTERS DISCLOSED BY SURVEY PREPARED BY SCHWEBKE-SHISKIN & ASSOCIATES, INC., DATED FEBRUARY 14, 2025, UNDER FILE NO. AJ-6315:
    a) WOOD DECKS EXTEND BEYOND THE WEST BOUNDARY LINE;
    b) TILES FROM ADJOINING PROPERTY ENCROACH OVER THE EAST BOUNDARY LINE; AND
    c) CATCH BASINS LOCATED OUTSIDE EASEMENT AREAS THROUGHOUT THE PROPERTY.

CERTIFIED TO:

- TREASURE ISLAND DEVELOPMENT COMPANY, LLC, A DELAWARE 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 LICENSE NO. LS 4775 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

BY: Mark Steven Johnson

MARK STEVEN JOHNSON, PRINCIPAL
PROFESSIONAL LAND SURVEYOR No. 4775
STATE OF FLORIDA.

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

REVISIONS

Date	Order No.	Field Book	Remarks	By
12-13-2023	218635	2248/61	ADDITIONAL INFO.	L.E.C.
01-08-2024	218635	2248/61	ADDITIONAL INFO.	L.E.C.
02-14-2025	219361	2248/69	UPDATE ALTA SURVEY	C.S.J.

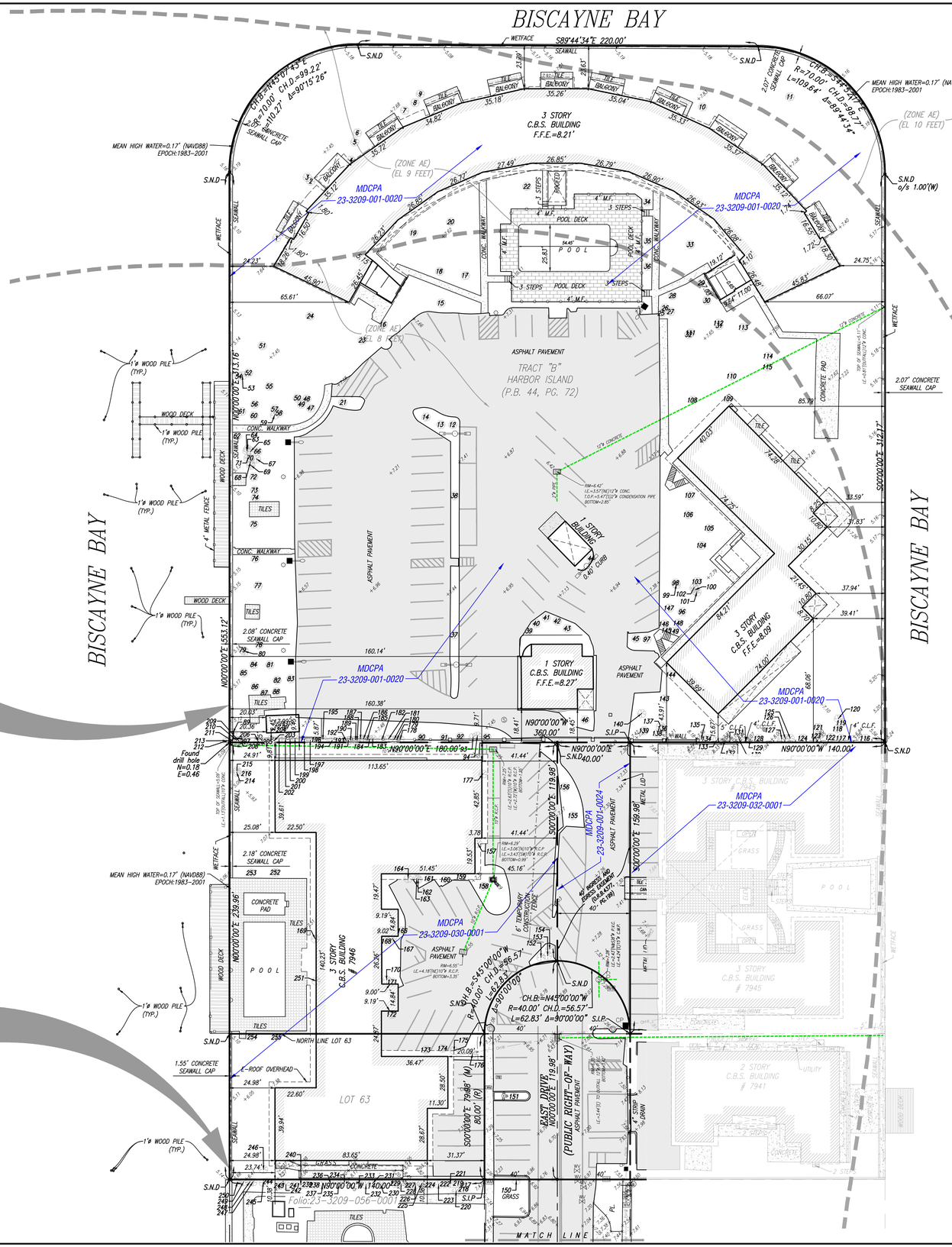
ALTA/NSPS LAND TITLE SURVEY

Section 09, Township 53 South, Range 42 East, Miami-Dade County, Florida.

FILE NO. AJ-6315 ALTA

AJ-1350 ALT HARBOR ISLAND SURVEY LIMS\DRAWING SEA CLUB AND MAJESTIC ISLES ALTA SURVEY 02-14-2025.DWG

BISCAYNE BAY



GENERAL LEGEND:

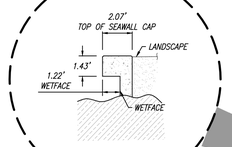
- AERIAL TARGET
- ALUMINUM LIGHT POST
- ALUMINUM LIGHT POST (SINGLE)
- ALUMINUM LIGHT POST (DOUBLE)
- ALUMINUM LIGHT POST (TRIPLE)
- ALUMINUM LIGHT POST (QUAD)
- ANCHOR/GUY WIRE
- BACKFLOW PREVENTER ASSEMBLY
- CATV — CABLE TELEVISION BOX
- CB — CATCH BASIN
- CB — CATCH BASIN F-3
- C — CENTERLINE
- CV — 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 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
- ELEVATIONS (SEE NOTES FOR DATUM)
- FIRE HYDRANT
- FIRE LINE SIAMESE CONNECTION
- FIRE LINE CONNECTION
- FLAGPOLE
- FLOW LINE
- FMH — FORCE MAIN MANHOLE
- FMV — 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
- 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
- SMH — SANITARY SEWER MANHOLE
- SIGN POST
- SPRINKLER PUMP
- STANDPIPE
- STORM SEWER MANHOLE
- SLB — STREET LIGHT BOX
- SWALE INLET
- TELEPHONE BOX (SOUTHERN BELL)
- TELEPHONE HAND HOLE
- TELEPHONE MANHOLE (SO. BELL)
- TELEPHONE PAYPHONE
- TRAFFIC HAND HOLE
- TRAFFIC UTILITY BOX
- TCB — TRAFFIC CONTROL POST
- TRAFFIC SIGNAL POST
- TSB — TRAFFIC SIGNAL BOX
- TREE & PALM
- UNDERGROUND UTILITY MARKER
- UNKNOWN UTILITY MANHOLE
- UNKNOWN UTILITY HAND HOLE
- WATER MANHOLE
- WM — WATER METER
- WV — WATER VALVE
- WOOD LIGHT POLE
- WOOD POWER POLE
- WTP — WOOD TELEPHONE POLE
- HANDICAP PARKING
- SPACES — STROLLER PARKING

ABBREVIATIONS:

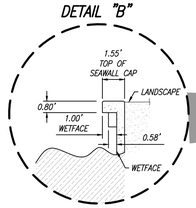
- R — denotes RADIUS
- Δ — denotes DELTA ANGLE
- L — denotes ARC DISTANCE
- CH.D. — denotes CHORD LENGTH or CHORD DISTANCE
- CH.B. — denotes CHORD BEARING
- T — denotes TANGENT DISTANCE
- P.C.P. — denotes PERMANENT CONTROL POINT
- P.R.M. — denotes PERMANENT REFERENCE MONUMENT
- P.B. — denotes PLAT BOOK
- 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

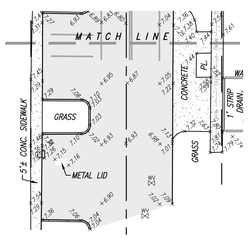
DETAIL "A"



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 | Sheet 2 of 2 Sheet(s)
File No.: AJ-6315 ALTA

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:
01-17-2024	218535	2248/91	ADDITIONAL BLDG.	LLG
02-21-2024	218535	2248/91	ADDED SURVEYOR NOTE	LLG
04-24-2024	218535	2248/59	UPDATE ALTA SURVEY	CSC

X:\2024\21 HARBOR ISLAND\SURVEY\DWG\BISCAYNE 304 CLUB AND MAJESTIC TILES ALTA SURVEY 4-24-2024.DWG

FILE NO. AJ-6315 ALTA

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 X **Special Area Plan** X

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: Harbor Island Development Company, LLC.
   (If different from Owner)
2. Contact Phone: (305) 533-0078 Email Address: azakarni@relatedgroup.com
3. Mailing Address 2850 Tigertail Ave, Suite 800, Miami, FL 33133

For ULDC Text Amendment:

1. Proposed section to be changed and description of proposed change(s) (use separate page as needed)

Creation of Appendix "D" to address certain zoning regulations particular to site.

2. Reason for Request: Creation of a master plan for a large 4.12 acre site.

For Zoning Map Amendment, including Special Area Plan:

1. Property Owner Name: Harbor Island Development Company, LLC.
2. Contact Phone: (305) 533-0078 Email Address: azakarni@relatedgroup.com
3. Mailing Address: 2850 Tigertail Ave, Suite 800, Miami, FL 33133
4. Site Address: 8000 East Drive and 7946 East Drive
5. Legal Description of Property: See Exhibit A
6. Folio Number(s): 23-3209-030-0001; 23-3209-001-0020
7. Lot Size (Acres): 4.12
8. Existing Zoning Designation: RM-70 Zoning Requested: 8000 East SAP
9. Reason for Request: Creation of a SAP in order to create master plan for a large 4.12 acre site.

APPLICANT AFFIDAVIT

I (We) the undersigned, am (are) the _____(designate one: owner, tenant, agent, attorney) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of North Bay Village, no rights shall vest on behalf of the applicant which would be enforceable against the Village until after a Public Meeting is held by the Village Commission and the Village Commission has voted favorable on the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Section 4.4 of the ULDC. This affidavit is subject to penalties of law (Perjury). Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board and the Village Commission revoked.

Signature

AUTHORIZED REPRESENTATIVE
Title (if applicable)

Corporate Seal (affix if applicable)

Sworn to and subscribed to before me this 17th day of March, 2025.

Notary

Public Commission expires: 12/05/2027

VANESSA G. OLCESE
Notary Public - State of Florida
Commission # HH 469679
My Comm. Expires Dec 5, 2027
Bonded through National Notary Assn.

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 Amro Zakarni

(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

STATE OF FLORIDA
COUNTY OF Miami-Dade

Sworn to and subscribed to before me this 17th day of March, 2025

by Amro Zakarni, who is personally known to me or who has produced _____ as identification.

_____
Notary Public Signature

Commission Number/Expiration HH 469679 / 12/05/2027

VANESSA G. OLCESE
Notary Public - State of Florida
Commission # HH 469679
My Comm. Expires Dec 5, 2027
Bonded through National Notary Assn.

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: MARCH 17, 2025

Relationship to the project: (e.g., property owner, architect, developer, attorney)
Authorized Representative

Full Name: Amro Zakarni

Current Address: 2850 Tigertail Ave, Suite 800

City: Miami State: FL Zip: 33133

Telephone: (305) 533-0078 Email: azakarni@relatedgroup,com

I am fully authorized to commit to the expenditures contemplated by this Cost Recovery Affidavit.

Signature

SWORN AND SUBSCRIBED BEFORE ME THIS 17th DAY OF March, 2025

Notary Public, State of Florida at Large

My Commission expires 12/05, 2027.

VANESSA G. OLCESE
Notary Public - State of Florida
Commission # HH 469679
My Comm. Expires Dec 5, 2027
Bonded through National Notary Assn.

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: $_____

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.

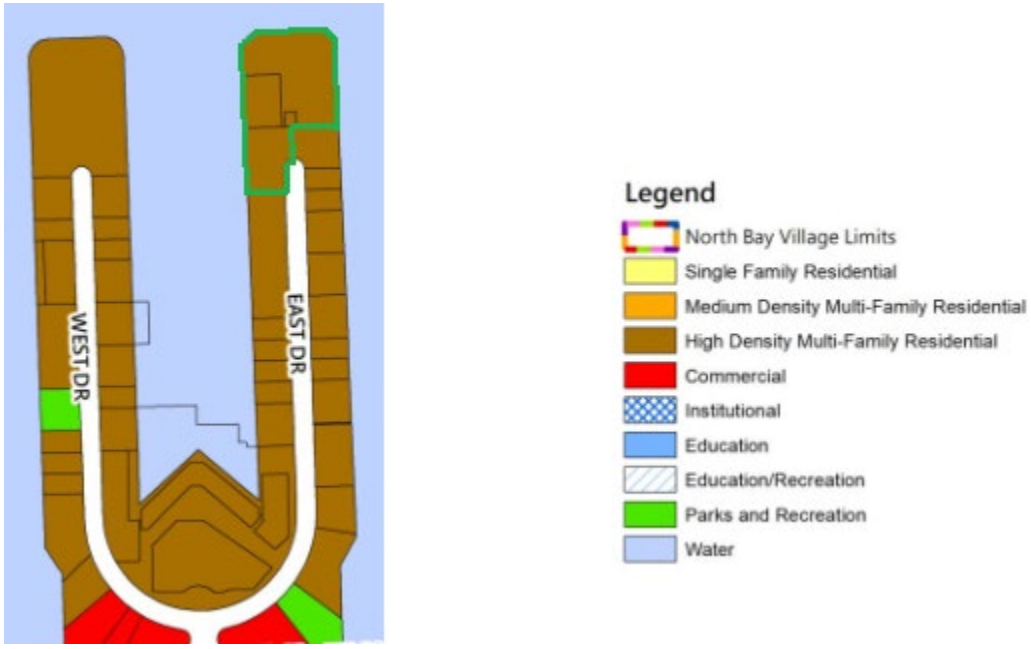


Figure 1



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.

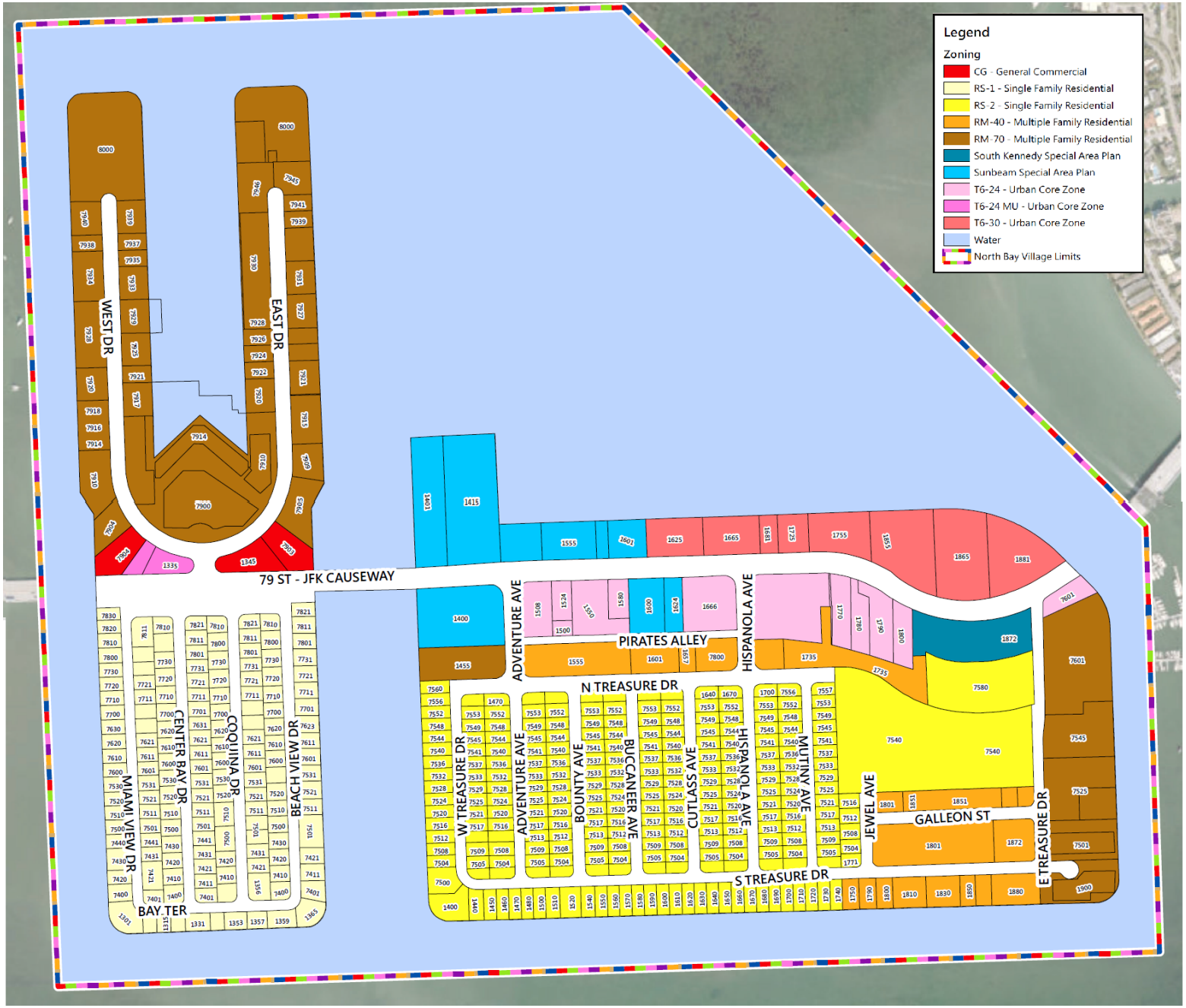
2. The maximum additional height allowed for mechanical equipment, including but not limited to, cooling towers, is an additional 25 feet.

F. Parking Requirements.

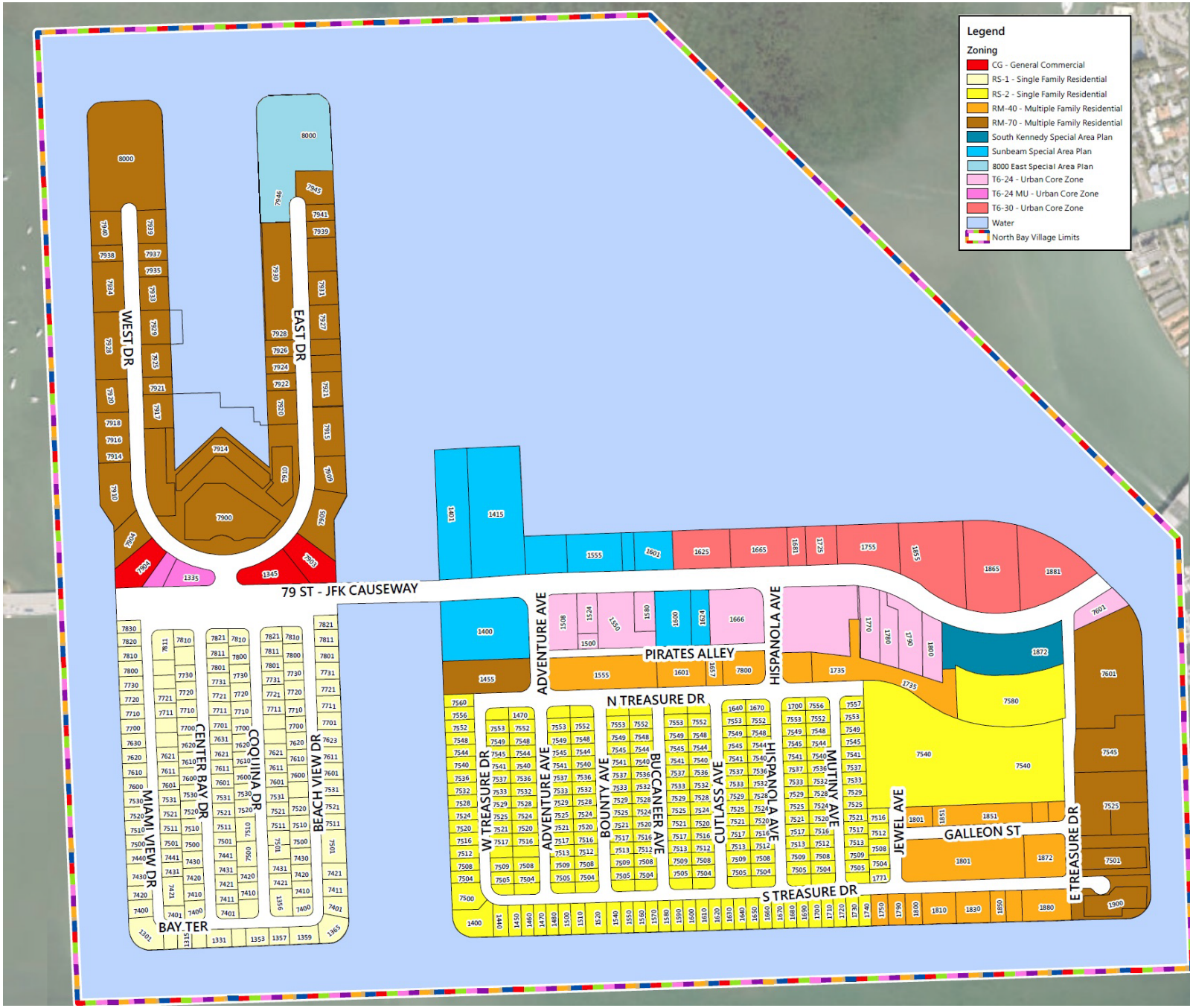
1. A minimum of 2 parking space is required per dwelling unit.

G. Marina Requirements.

1. A marina may be constructed up to 150 feet perpendicular from the seawall or shoreline.



Existing Zoning



Proposed Zoning



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
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

Arquitectonica International Corporation. This item has been digitally signed and sealed by Sherri Gutierrez, AIA on the date below. I am the author of this document. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
2025.04.30 16:23:24-04'00'

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.

ALL DESIGNS INDICATED IN THESE DRAWINGS ARE THE PROPERTY OF ARQUITECTONICA INTERNATIONAL CORP. ALL COPYRIGHTS RESERVED. NO COPIES, TRANSMISSIONS, REPRODUCTIONS OR ELECTRONIC MANIPULATION OF ANY PORTION OF THESE DRAWINGS IN WHOLE OR IN PART ARE TO BE MADE WITHOUT THE EXPRESS WRITTEN PERMISSION OF ARQUITECTONICA INTERNATIONAL CORP.

REVISIONS:

ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 04/30/2025

SHEET NAME:
SITE PLAN

0 30' 60'
SCALE: 1" = 30"

SHEET NUMBER:
A1-00

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 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.

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 Drive SAP" ("8000 East Drive 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 to 8000 East Drive 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 Drive Special Area Plan" and the proposed Appendix D (also known as the "8000 East Drive 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.

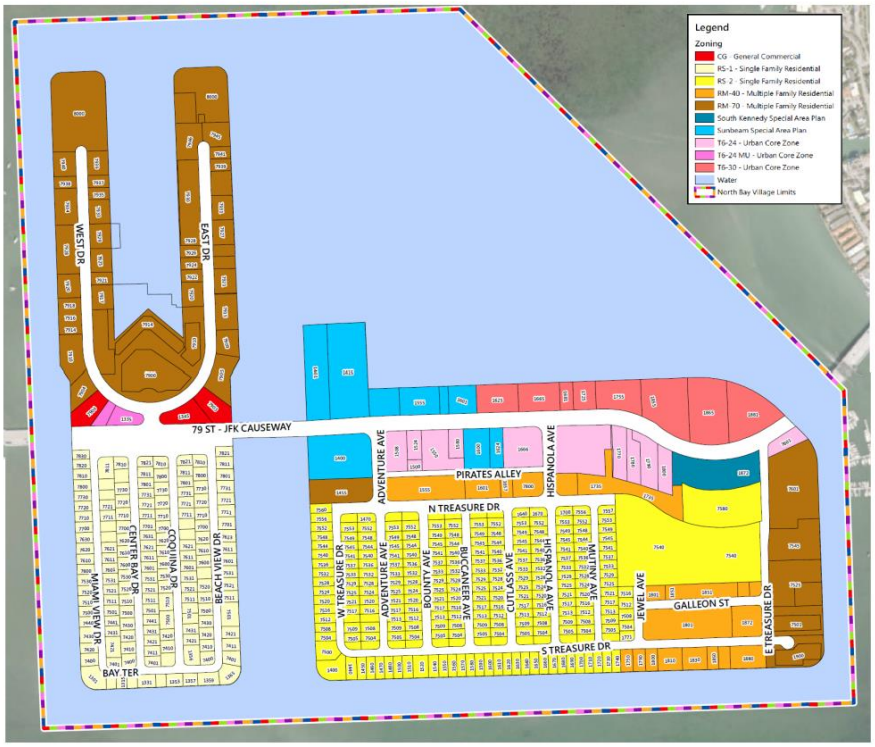
AND

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.

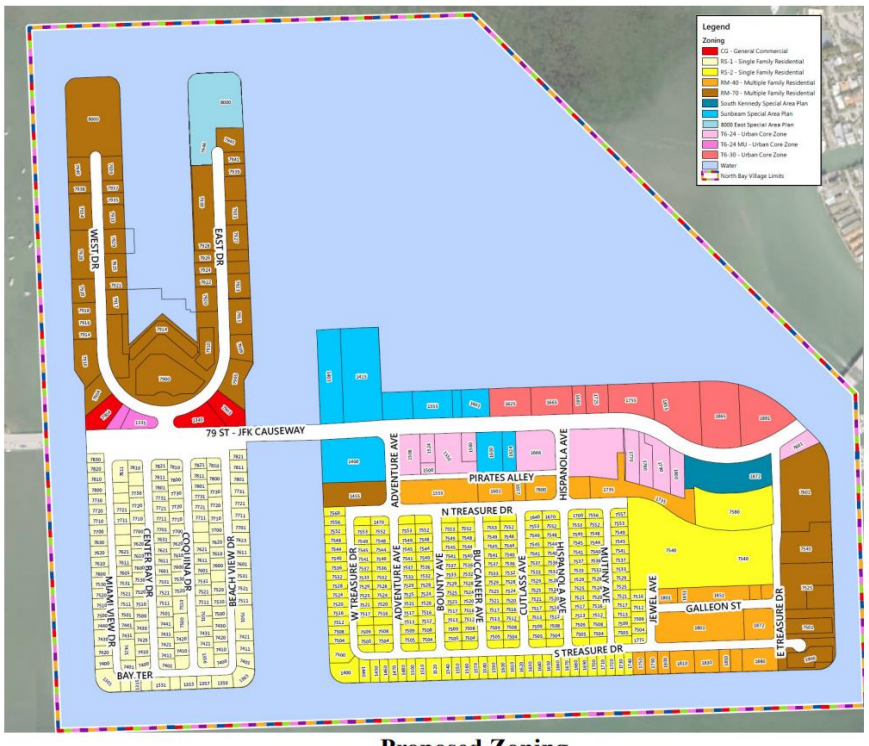
PARCEL 2:

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.

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 Lassetter		7929 west Dr.	305-632-6919	augie@augielassetter.com
9	ANA WATSON		7945 EAST DR		—
10	Alejandra Campins		7928 East Dr. #1504 NBV FL 33141	305-582-7080	alejandracampins@gmail.com
11	Arcelia Gomez		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@BlackpearlInv.com
18	FRANCISCO CANESTRI		1091 GRAND 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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8. Island Walk Rendering Viewpoints
9. Island Walk Rendering
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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



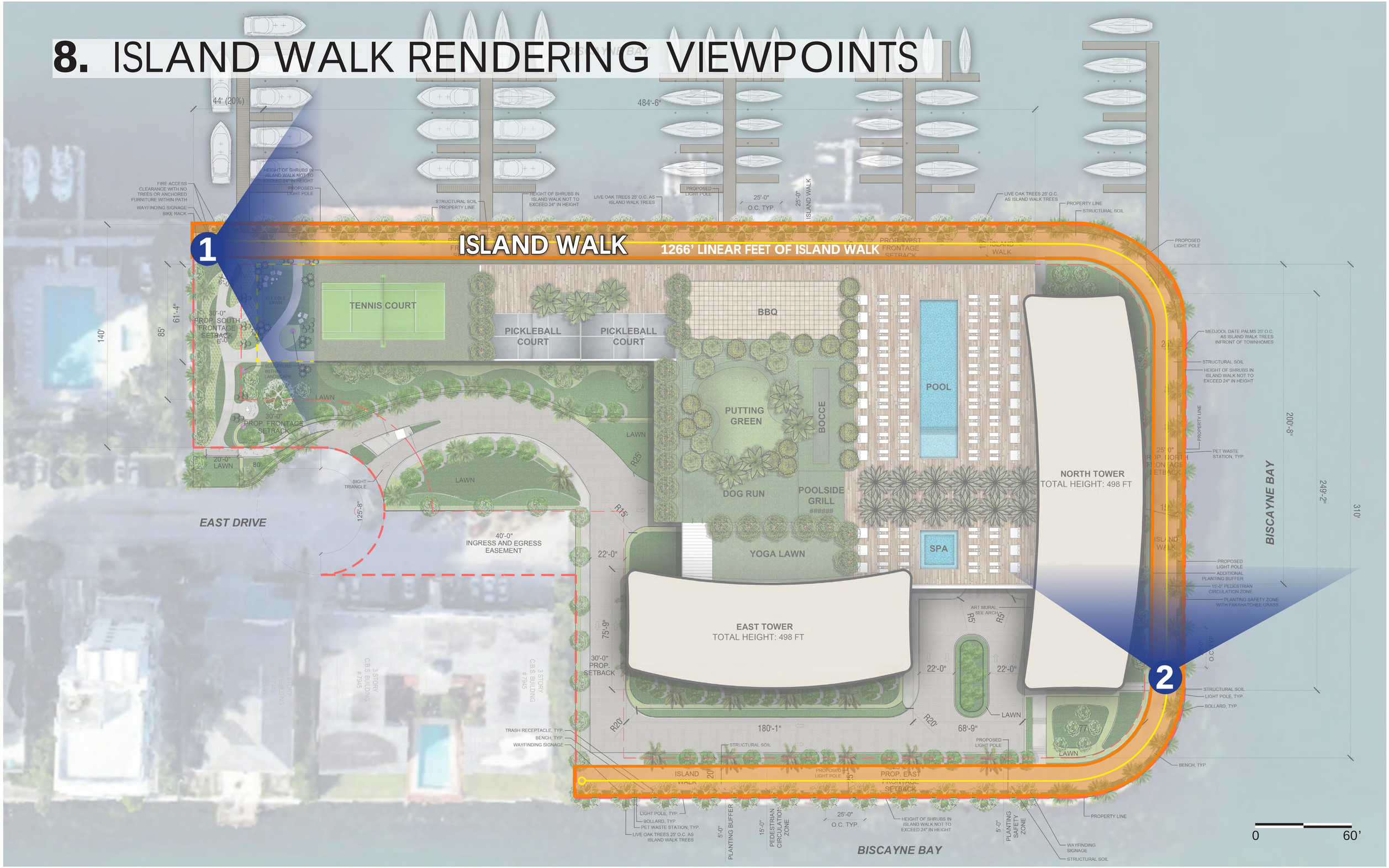
6. PROJECT RENDERING - EAST VIEW



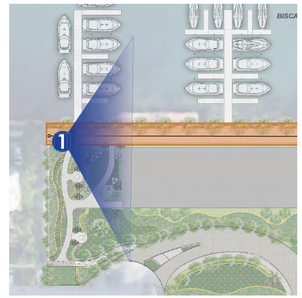
7. ISLAND WALK & PUBLIC PARK DEFINITION



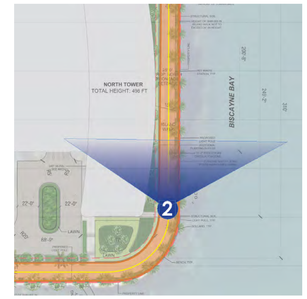
8. ISLAND WALK RENDERING VIEWPOINTS



9. ISLAND WALK RENDERING
SOUTHWEST CORNER FACING NORTH

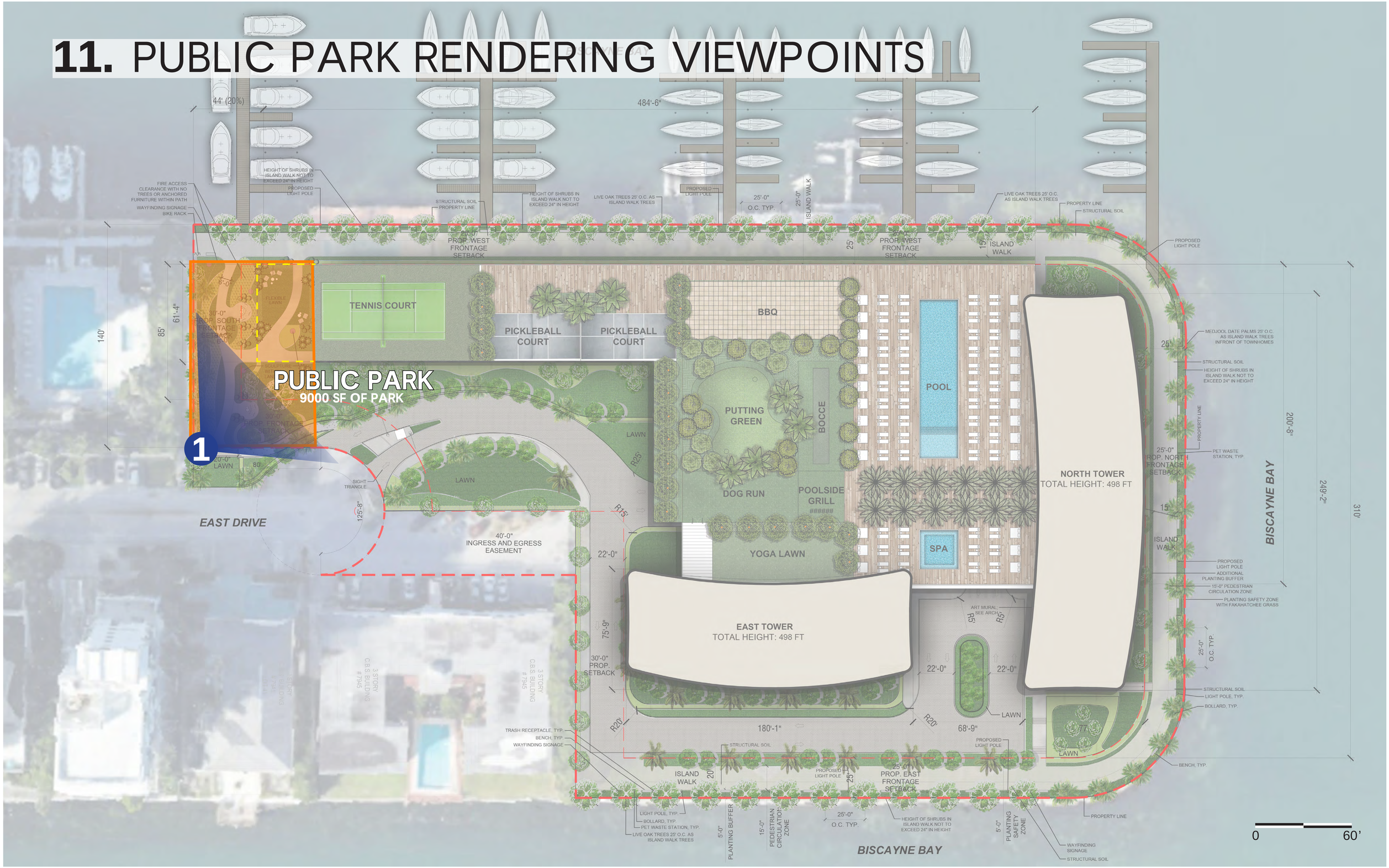


10. ISLAND WALK RENDERING
VIEW NORTH FACING WEST





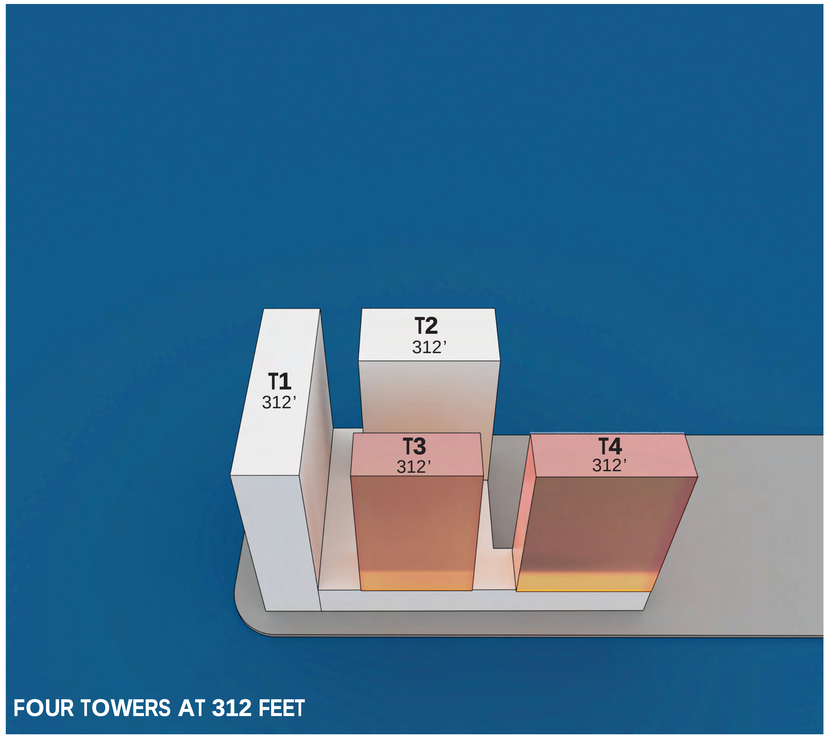
11. PUBLIC PARK RENDERING VIEWPOINTS



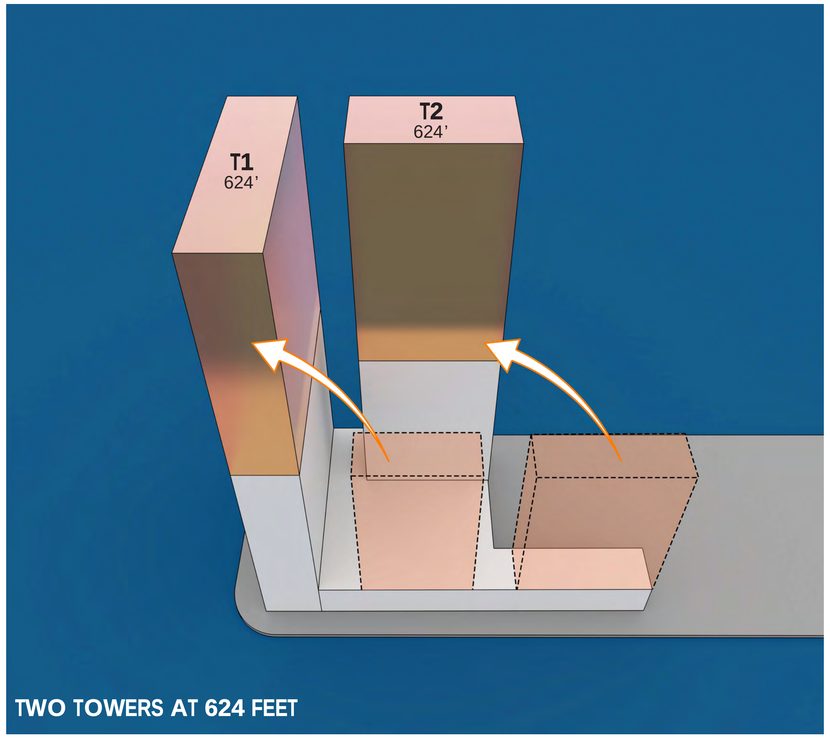
12. PUBLIC PARK RENDERING
SOUTH VIEW FACING NORTHWEST



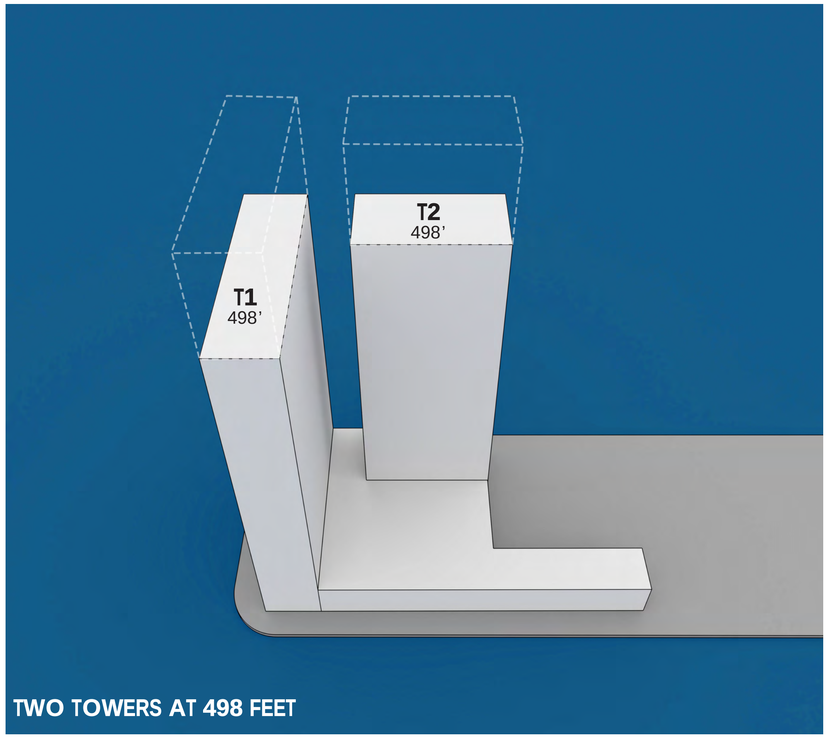
13. TOWER HEIGHT ARRANGEMENT DIAGRAM



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)

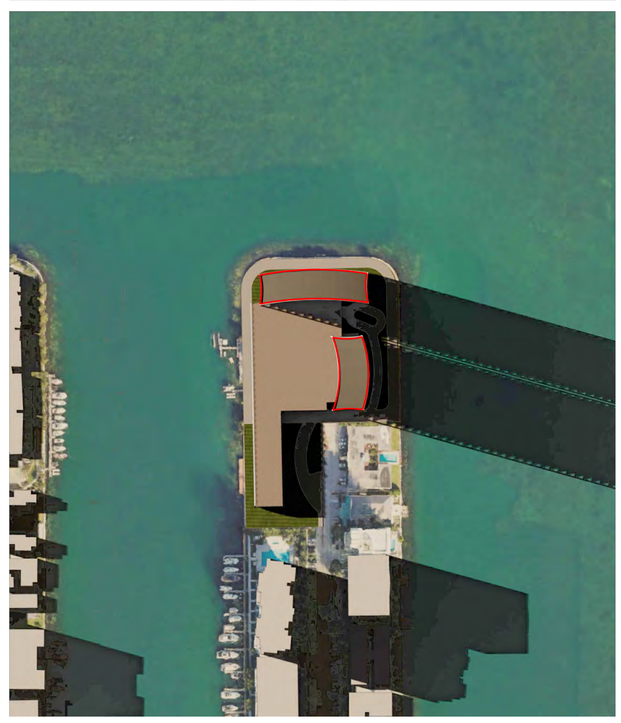












16. SUN STUDY - SEPTEMBER (AUTUMN)









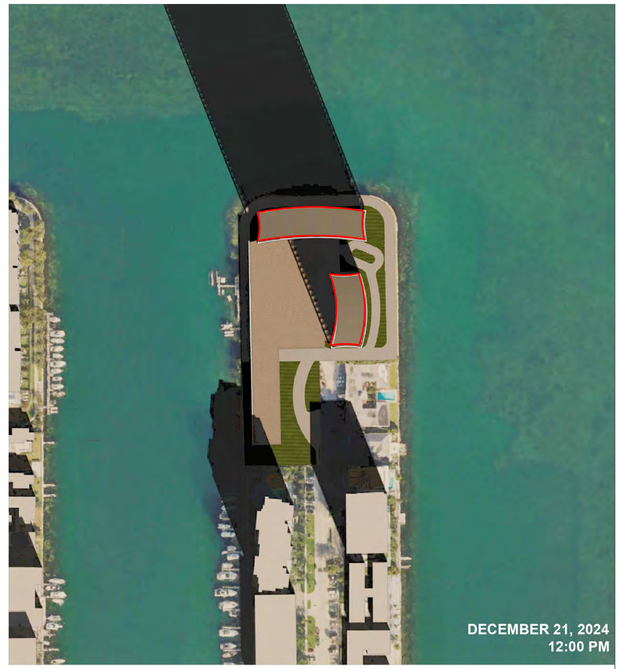




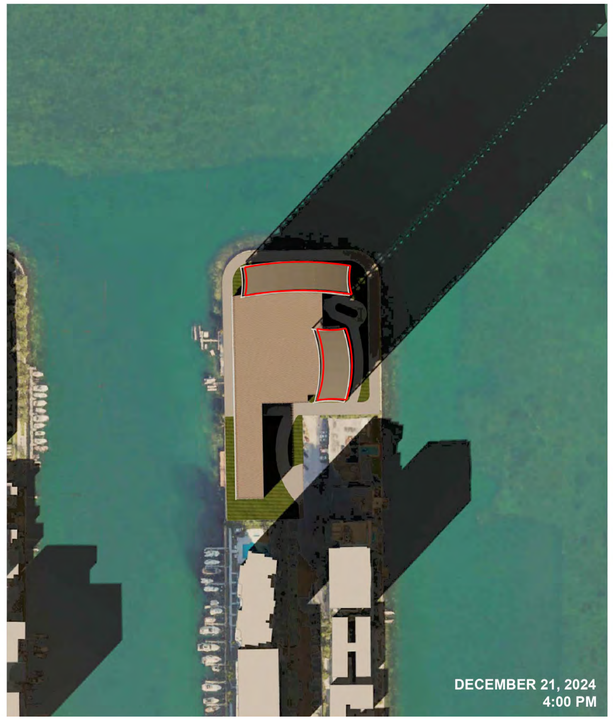
17. SUN STUDY - DECEMBER (WINTER)













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?

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

Share:

FILTERS | Search Legal Ads & Public Notices

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 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.

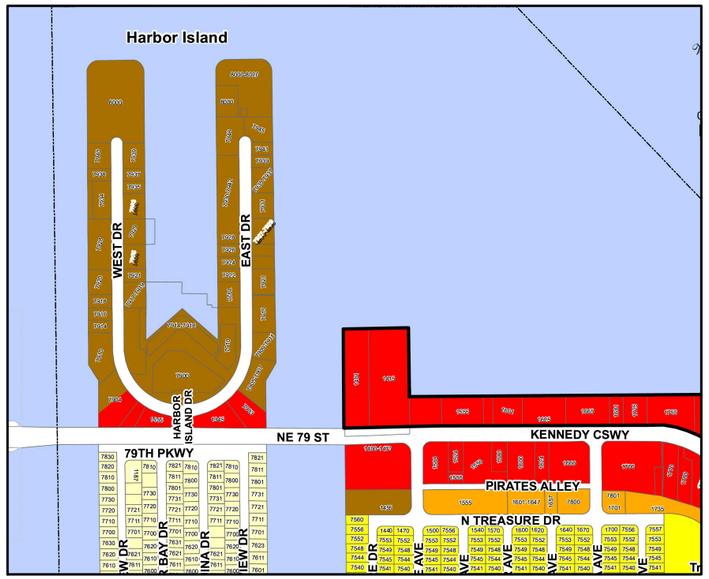
Total number pieces: 210

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.

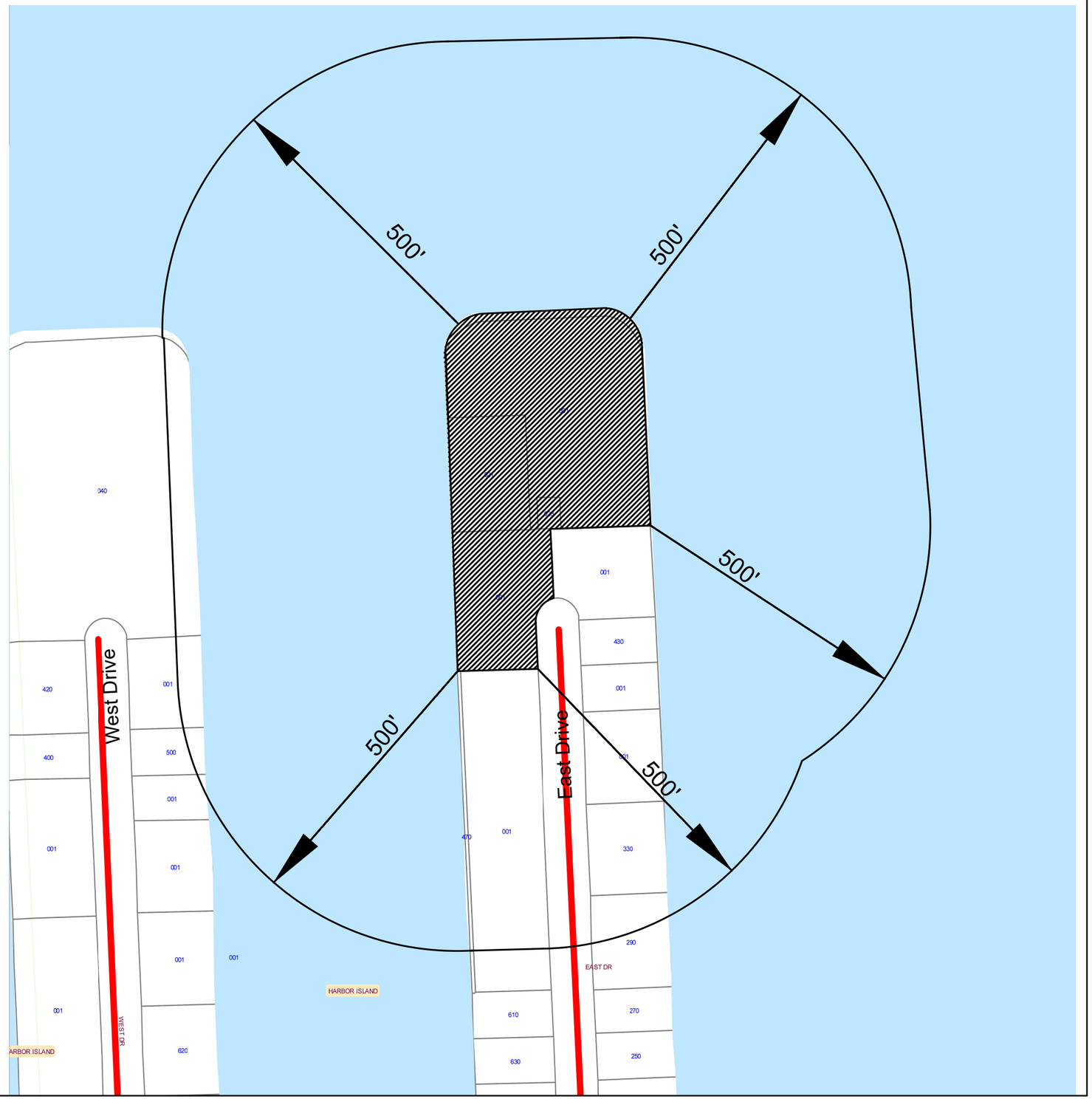
ORDER: 250515
DATE: May 22, 2025

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

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Nbv Majestic Isles LLC
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Miami, FL 33131-2184

8000 West Drive Ground Owner LLC
C/O Safehold Inc
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Robmar Miami LLC
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Real Deal LLC
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7935 W Dr Unit 5 LLC
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Liliam Brito
7935 West Dr Apt 6
North Bay Village, FL 33141-5590

7935 West Drive Unit 7 LLC
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7935 East Dr Apt 704
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3020 NW 125th Ave Apt 314
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Phoenix Property LLC
407 Lincoln Rd Ph NE
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Hsdc Sunrise 1 LLC
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7935 East Dr Apt Ph2
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Fugen Ozvardar Trs Fugen Ozvardar
Qual Domestic Marital Tr
7935 East Dr Apt Ph3
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Tajammal Ali Erica Norris
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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

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Alba L. Chang, CMC
Village Clerk

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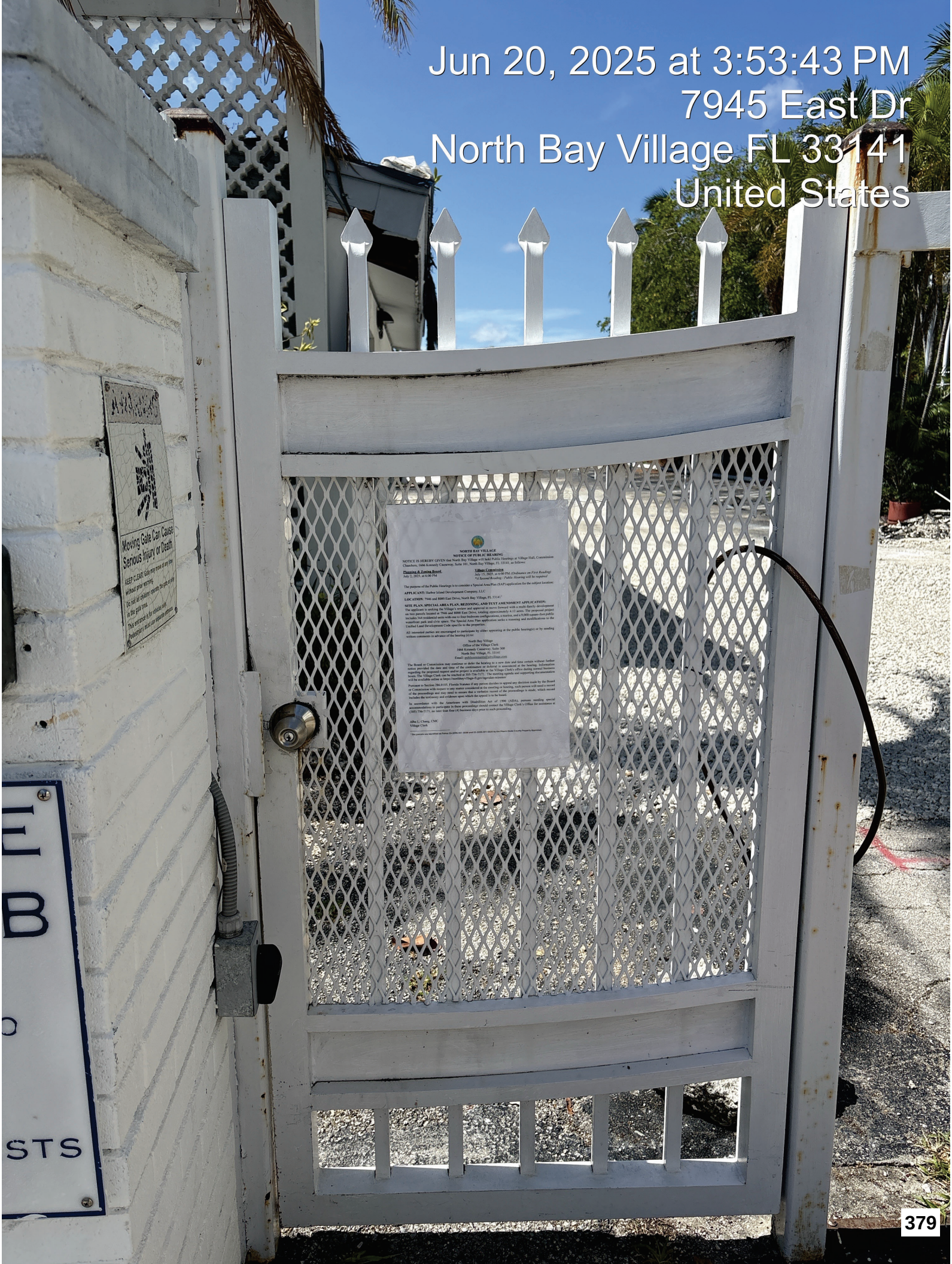
NO TRESPASSING

THIS PROPERTY IS PROTECTED BY VIDEO SURVEILLANCE

TRESPASSERS WILL BE PROSECUTED

Dxsigns LANTU-RE204


Jun 20, 2025 at 3:53:43 PM
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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
SITE PLAN, SPECIAL AREA PLAN, REZONING, AND TEXT AMENDMENT APPLICATION:
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Alba L. Chang, CMC
Village Clerk
* The parcels are identified as Parties (16-2254-001-0530 and 23-2205-001-0020 by the Miami-Dade County Property Appraiser.
379

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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The purpose of the Public Hearings is to consider a Special Area Plan (SAP) application for the subject location:

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LOCATION: 7946 and 8000 East Drive, North Bay Village, FL 33141[1]

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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

ITEM NO. 13.A

North Bay Village
Recommendation Memorandum

DATE: July 15, 2025

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **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. - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is requested that the Village Commission approve, approve with modifications, or reject the proposed First Amendment to the Amended and Restated Development Agreement.

BACKGROUND AND ANALYSIS

On November 7, 2023, the Village Commission adopted Resolution No. 2023-143 approving a new site plan for the property located at 1872 79th Street Causeway (the "Property"). The site plan provides for a mixed-use development project at the Property, consisting substantially of the following: 333 residential units, plus complementary indoor and outdoor resident amenities; 52,929 sq. ft. of commercial/retail space; and 750 parking spaces. That same evening, the Commission adopted Ordinance No. 2023-014 approving a Special Area Plan for the Property. In addition, the Commission adopted Resolution No. 2023-144 approving a development agreement with the Property's developer, Shoma North Bay Village, LLC ("Shoma").

Section 8.15 of the Village's Unified Land Development Code provides that prior to the

approval of a site plan that requests bonus height or density, and/or the transfer of development rights, the Village and the owner of the subject property shall agree on tentative terms for a standard Development Agreement, which shall be presented to the Village Commission as support documentation for the site approval request. Section 15.2.G of the ULDC requires a development agreement in connection with a special area plan. In order to develop the Project, Shoma requested and the Village approved a modification of the previously approved Special Area Plan (SAP) and to amend and restate an earlier development agreement.

As a condition of approval of the site plan for the referenced project and in accordance with Section 8.13 of the Village's ULDC, the Village and Developer entered into a Development Agreement that memorializes density bonus requirements, building area in the Project, and other requirements.

On March 5, 2024, following the Village's adoption of various legislation related to the Property on November 7, 2023, the Village and Shoma entered into a Development Agreement, which was recorded on March 8, 2024 in the official records of Miami-Dade County, Florida at Official Records Book 34126 at Page 673 (the "Development Agreement").

On November 20, 2024, the Village notified Shoma that Shoma was in default of the terms of the Development Agreement for failure to pay a $493,500 Workforce Housing payment.

On February 21, 2025, the Village sent formal notice to Shoma advising Shoma of the continued default of the Development Agreement and the Village's intent to terminate unless the default is cured.

On March 6, 2025, Shoma cured the default by paying the $493,500 Workforce Housing payment.

As we have previously discussed, Sections 7(a) and 7(c) of the Development Agreement provide for a substantial 50% reduction to certain development fees and contributions so long as a shell building permit was obtained and vertical construction of the Project commenced by November 16, 2024. Neither of those occurred, so the reduction was lost. The resulting balances of those fees are now due prior to issuance of any building permit on the Property, as follows:

1. Community Contribution Fee of $1,370,000 (for a total Community Contribution Fee of $2,740,000)
2. Payment in Lieu of Workforce Housing of $3,807,000 or entering into the required

agreement to provide 34 workforce housing dwelling units on the property (for a total Workforce Housing Payment of $4,794,000).

Additionally, Shoma owes a separate $400,000 payment as a contribution to Village Hall development, which is due on or before obtaining the building permit.

To date, no further building permits have been issued for the Property and the Village and Shoma have engaged in various communications to discuss a potential solution.

On May 20, 2025, in an effort to see the approved Project come to fruition and maintain development incentives for expedited construction, the North Bay Village Commission discussed the status of the Development Agreement and directed staff to convey an offer to Shoma related to the Development Agreement. The May 2025 offer (which was conveyed on May 30, 2025) provides that the payments that would be due pursuant to Sections 7(a) and 7(c) of the Development Agreement (totaling $5,177,000) would be reduced to a total of $1,500,000. The offer was conditioned upon Shoma confirming and providing evidence satisfactory to the Village that it has 1) obtained a construction loan for the Project and 2) a current agreement with Publix for inclusion of a Publix grocery store on the Property.

On June 4, 2025, Shoma responded to the Village’s May 2025 offer. Shoma agreed to payment of $1,500,000 with $750,000 being paid one year after the issuance of the Master Building Permit and the remaining $750,000 being paid upon issuance of the final certificate of occupancy for the Project. Shoma represented that it has obtained a construction loan commitment, but did not provide evidence to support this representation. Shoma further provided a copy of a recorded Memorandum of Lease between Shoma and Public for a grocery store at the Project.

On June 17, 2025, the Village Commission discussed the status of the Development Agreement and the payments due under Sections 7(a) and 7(c) of the Development Agreement. In anticipation of the June 17, 2025 discussion, the Village requested that Shoma provide a tenant estoppel from Publix certifying that the lease is in effect and confirming the outside day by which improvements must be completed. In addition, the Village sought additional assurances with respect to Shoma’s construction financing. Additional information on these matters has not been provided.

Following the June 17, 2025 Commission meeting, the Village Manager and Attorney engaged in further communications with Shoma's counsel.

A proposed First Amendment to the Amended and Restated Development Agreement (the "First Amendment") is attached for the Commission's approval, approval with amendments, or rejection.

In sum, the First Amendment amends Sections 7(a) and 7(c) of the Development Agreement to provide for a payment by Shoma of $1,500,000 in two equal payments: $750,000 one year after the issuance of the Master Building Permit and $750,000 prior to or at the issuance of the Temporary Certificate of Occupancy (TCO).

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
TBD

PERSONNEL IMPACT
None

ATTACHMENTS
1850-1872 Kennedy Causeway - Development Agreement.pdf
25.02.21. Notice of Default to - 1872 79th Street Causeway.PDF
25.03.11. Shoma Response to Default Notice.pdf
25.03.18. Reply to Shoma's Response.pdf
25.04.25. Shoma Offer.pdf
25.05.30. NBV Letter to Shoma.pdf
25.06.03. Shoma Ltr to H. Sera.pdf
Shoma ltr to H. Sera 4.4.25...pdf
07-15-2025-Notice of PH - MDC Legal-Ads.7-2-25.pdf
Resolution - Amendment to Development Agreement.DOCX
Exhibit A-Amendment to Development Agreement.DOCX

CFN 2024R0181197
OR BK 34126 Pgs 673-713 (41Pgs)
RECORDED 03/08/2024 10:51:24
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 5th day of March, 2024, by and between Shoma North Bay Village, LLC, a Florida limited liability company (the "Developer") and North Bay Village, Florida, a Florida municipal corporation (the "Village").

WITNESSETH:

WHEREAS, the Developer is the owner of the real property located within the boundaries of the Village, the legal description of which is attached hereto and made a part hereof as Exhibit "A" (the "Property"); and

WHEREAS, the Property is currently designated "Commercial" on the Village's Comprehensive Plan Future Land Use Map and zoned T6-24 transect zone pursuant to the Village's Land Development Regulations (as herein defined); and

WHEREAS, On March 23, 2021, the Village Commission approved a site plan by Resolution No. 2021-46 (the "Original Approval"), which provided for a mixed-use development project named "SHOMA Bay" consisting of 333 residential units, a 36,068 square foot supermarket, 6,315 square feet of retail space, 666 structured parking spaces, and other amenities, (the "Initial Project"); and

WHEREAS, The Developer and Village previously entered into a Development Agreement for the Initial Project which is recorded at Official Records Book 32964 at Page 4197 of the Public Records of Miami-Dade County; and (the "Original Development Agreement"); and

WHEREAS, the Developer and the Village mutually desire to modify the Original Approval according to the modified site plan approved by Resolution No. 2023-143 on November 9, 2023 (the "Approval Resolution"), to allow for a mixed-use building containing 333 residential units, which will be luxury condominium units, as opposed to the previously approved rental project, 52,929 square feet of commercial space including a new Publix grocery store, and a high end food bazaar which will be open to the public, and 750 parking spaces in a structured garage (the "Project"); and

WHEREAS, the Developer and the Village desire to amend the Original Development Agreement and enter into this Agreement to establish certain terms and conditions relating to the proposed development of the Property and wish to establish certainty as to the ultimate development of the Project, as provided pursuant to Section 8.15 and Chapter 15 of the Village's Unified Land Development Code (the "ULDC").

NOW, THEREFORE, in consideration of the conditions, covenants, and mutual promises hereinafter set forth, the Developer and the Village agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated

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herein by reference. All exhibits to the Agreement are hereby deemed a part hereof.

2. Definitions.

a. "Approval Resolution" is defined as Resolution No. 2023-143 adopted on November 9, 2023, attached hereto as Exhibit "B."

b. "Comprehensive Plan" means the Village's comprehensive plan meeting the requirements of Chapter 163, F.S.

c. " Site Plan" is that Development plan prepared by MSA Architects, David Plummer and Associates, and Witkin Hults Design Group, as more fully described in Section 6 of this Agreement, as approved by the Approval Resolution.

d. "Developer" means the person undertaking the development of the Property, as defined in the preamble to this Agreement, or any successors or assigns thereof that (a) acquire an interest in any portion of the Property from the Developer pursuant to sale or ground lease for the purpose of the development and resale or sublease and (b) is specifically assigned rights as Developer hereunder by the Developer pursuant to an express written assignment. This term does not include the future fee simple homeowners of any individual lot or unit within the Development. Upon execution and recording of such assignment, the assignee will be deemed the Developer hereunder to the extent set forth in such assignment. In any such assignment, the assignor Developer shall not be released from its obligations under this Agreement except by written release executed by the Village.

e. "Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), F.S.; provided, however, that activities and uses set forth in Section 163.3221(4)(b), F.S., shall not constitute Development.

f. "Development Permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

g. "Effective Date" is the latter of the date of execution of this Agreement by the Developer or the Village.

h. "Governing Body" means the board of county commissioners of a county, the commission or council of an incorporated municipality, or any other chief governing body of a unit of local government.

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i. "Land" means the earth, water, and air, above, below, or on the surface and includes and improvements or structures customarily regarded as land.

j. "Land Development Regulations" means ordinances, rules, and policies in effect on the Effective Date, which have been enacted and implemented by the Village for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of, or construction upon, Land. "Land Development Regulations" does not include operational requirements and restrictions, including but not limited construction activity, noise, parking, or pollutant discharges,

k. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of Land.

l. "Local Government" means any county or municipality or any special district or local government entity established pursuant to law which exercises regulatory authority over the Property, and grants development permits for, land development.

m. "Master Building Permit" means a building permit for above-grade vertical construction of the shell of the principal building approved under the Project Approval, as herein defined.

n. "Project" means the development approved pursuant to the Project Approval, as may be modified consistent with applicable Land Development Regulations.

o. "Project Approval" is defined in Section 5 of this Agreement.

p. "Project Validity Period" is defined in Section 7(e)."

q. "Property" is that certain 2.8-acre site, located at 1850–1872 Kennedy Causeway, as more particularly described in Exhibit "A" attached hereto.

r. "Public Facilities" means major capital improvements required to properly service the Project, including, but not limited to, sanitary sewer, drainage, and potable water.

s. "SAP Approval" is that certain Special Area Plan approved pursuant to Ordinance No. 2023-014, on November 9, 2023, by the Village Commission, attached hereto as Exhibit "C."

t. "Utility" includes any person, firm, corporation, association, or political subdivision, whether private, municipal, county, or cooperative, which is engaged in the sale, generation, provision, or delivery of gas, electricity, heat, oil, water sewer service, telephone service, telegraph service, radio

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service, or telecommunication service.

3. Intent. It is the intent of the Developer and the Village that this Agreement should be construed and implemented so as to effectuate the requirements of Section 8.15 and Chapter 15 of the ULDC.

4. Effective Date and Duration.

a. This Agreement shall become effective on the Effective Date. The Agreement shall be recorded in the public records of Miami-Dade County, Florida, by the Village at the Developer's expense, and shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of two (2) years from the Effective Date (the "Term"). This Agreement shall be automatically extended by extensions of the Project Approval.

b. The expiration date of the Agreement shall be upon the expiration of the Term from the Effective Date (the "Expiration Date").

c. The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the pendency of any Local Government initiated moratorium, litigation or challenges that materially limit the ability of the Developer to continue the development of the Project.

d. If the Project Approval (as defined below) expires, terminated, or revoked as provided in Section 7.f of this Agreement, this Agreement shall automatically terminate, and the Term shall be deemed to have lapsed.

5. Permitted Development Uses and Building Intensities.

a. Permitted Development Uses. Concurrently with the adoption and acceptance of this Agreement, the Developer has proffered and the Village has approved a Site Plan pursuant to the Approval Resolution, a copy of which is attached as Exhibit "B." The SAP Approval sets forth the binding development criteria for the Property, a copy of which is attached as Exhibit "C" (collectively, the Site Plan, the Approval Resolution, and the SAP Approval constitute the "Project Approval"). In granting the Project Approval, the Village has determined and hereby concurs that the Project is consistent with the Village's Comprehensive Plan and that the Project Approval accords with the Land Development Regulations, subject to compliance with the conditions herein. Upon execution of this Agreement and for the Term, subject to the terms herein, the Village confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval, the Village's Comprehensive Plan, and the Land Development Regulations.

b. Density, Building Heights, Setbacks and Intensities. The maximum density, heights, setbacks, and intensities for any development on the Property shall be regulated by the Project Approval, the Land Development Regulations (including the provisions for administrative approval of minor modifications), and the applicable provisions of the Comprehensive Plan.

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6. Project Approval.

a. The Project shall be in conformance with the following:

- Boundary Survey prepared by Pulice Land Surveyors, LLC, dated April 21, 2023; and

b. Plans prepared by MSA Architects, David Plummer and Associates, and Witkin Hults Design Group, including the following pages:

- CS, dated April 28, 2023
- A-0. SP-1, dated April 28, 2023
- A-2.1–A-2.24, dated April 28, 2023;
- A-3.1–A-3.4, dated April 28, 2023;
- A-4.1-A.4.7, dated April 28, 2023;
- RE-1-RE-2, dated April 28, 2023;
- C-1 - C-12, dated April 28, 2023; and
- L1–L6, dated April 28, 2023.

7. Conditions of Approval.

a. Community Contribution Fee.

- Based on the date of the Approval Resolution and on commitments made by the Developer as to timing of the construction of the Project, and as modified by the Commission pursuant to Resolution No. 2021-010, the Developer shall pay a total community contribution fee of $1,370,000, provided a shell building permit is obtained and vertical construction of the Project commences on or before November 15, 2024, as follows:

Installment	When Due	Percent of Total	Amount Due
1	February 28, 2024	25%	$342,500.00
2	May 30, 2024	25%	$342,500.00
3	August 31, 2024	50%	$685,000.00
Total[1]		100%	$1,370,000.00

[1] The above total reflects an adjustment of the Community Contribution Fee by the Village Commission pursuant to Commission authority set forth in Resolution No. 2021-010 based on commitments made by the Developer as to timing of the construction of the Project. If by November 16, 2024, a shell building permit has not been obtained and vertical construction of the Project has not commenced, then the remaining balance of the Community Contribution Fee that would have been due $1,370,000,(for a total Community Contribution Fee payment of $2,740,000) prior to obtaining any building permit on the Property.

b. Parking.

- A total of 506 spaces are required for the various uses. The Project

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shall provide 750 parking spaces that include 15 electric vehicle ready spaces, 17 ADA spaces, and 69 bicycle rack parking spaces as set forth on sheet A-0.SP-1 of the Project Approval plans.

- Parking Participation Contribution. Commencing upon the Developer's first instance of charging invitees or guests for non-residential parking:
    - 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.
    - 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(b). In the event of an under- or over-payment of the contribution based on parking fee events for the preceding year, the party owing sums shall, within thirty (30) days, remit to the other party the amount owed. In the event the Developer owes an amount representing greater than five-percent (5%) of the contribution due for the preceding year, the Developer shall pay a penalty of one and one half percent (1.5%) per month on the outstanding balance until paid and pay all expenses of collection by the Village, including court costs and reasonable attorneys' fees, if any.

c. Payment in Lieu of Workforce Housing Pursuant to its authority under Ordinance No. 2023-012, the Village Commission has modified the amount due for the payment in lieu of workforce housing for the 34 dwelling units

based on commitments made by the Developer as to timing of the construction of the Project. Accordingly, the Developer shall pay $987,000, provided a shell building permit is obtained and vertical construction of the Project commences on or before November 15, 2024, as follows:

Installment	When Due	Percent of Total	Amount Due
1	February 28, 2024	25%	$246,750.00
2	May 30, 2024	25%	$246,750.00
3	August 31, 2024	50%	$493,500.00
Total[1]		100%	$987,000.00

[1] The above total reflects an adjustment of the Payment in Lieu of Workforce Housing by the Village Commission pursuant to Commission authority set forth in Ordinance No. 2023-012 based on commitments made by the Developer as to timing of the construction of the Project. If by November 16, 2024, a shell building permit has not been obtained and vertical construction of the Project has not commenced, then an additional payment of $3,807,000.00, shall be paid by the Developer prior to obtaining any building permit on the Property, or, alternatively, the Developer will have entered into the required agreement to provide 34 workforce housing dwelling units.

d. Village Hall Contribution. The Developer shall make a contribution to the construction of Village Hall in the amount of $400,00.00 on or before the issuance of the first building permit in furtherance of the Project.

e. External Agency Approvals:

- The Developer shall submit verification from Miami-Dade County and the Florida Department of Transportation (FDOT) that the proposed new development has been reviewed and approved for all access management considerations.
- 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. Infrastructure/Drainage

- The Developer shall provide documentation of compliance with all applicable Level of Service requirements at the time of application for any building permit.
- 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.

- Along with drainage calculations, prior to Master Building Permit approval, the Developer shall provide data of the drainage system (stage storage and pipe sizing calculations) in a report form prepared by the Project's Engineer of Record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system.
- To the extent the Property's area allows under generally accepted engineering standards, Developer shall install additional injection wells to meet stormwater retention calculations based on the updated NOA Atlas 14 data set.

g. General Conditions

- The Project Approval shall be valid for two (2) years. No more than two (2) one-year renewals may be granted, subject to approval by the Village Commission based upon a finding that Developer has made good faith efforts to seek a Master Building Permit (together, the initial two-year term and any subsequent extension that has been granted by the Village Commission, is the "Project Validity Period"). Developer shall apply for and obtain a full Master Building permit within the timeframes set forth in this paragraph in order to avoid expiration of the Project Approval. A request for extension must be filed with the Village at least thirty (30) days prior to the end of the then-current Project Validity Period. If the Project Approval expires, this Agreement shall automatically terminate.
- Developer's failure to obtain a Master Building Permit within the Project Validity Period shall result in the automatic revocation of the Project Approval and the automatic termination of this Agreement pursuant to Section 4.d.
- Once issued, Developers shall maintain the Master Building Permit in active standing as determined by the Building Official throughout the remainder of the Project Validity Period and thereafter. In the event that either (1) the Project Validity Period expires without a then-active Master Building Permit, or (2) following the Project Validity Period, the Master Building Permit expires for lack of progress or is otherwise revoked by the Building Official acting pursuant to the Florida Building Code and/or Chapter 8 of the Miami-Dade County Code, the Project Approval shall be automatically revoked and this Agreement shall be automatically terminated pursuant to Section 4.d.
- Cost recovery fees must be paid pursuant to Section 5.12 of the ULDC. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the Property until all application fees, cost recovery deposits and outstanding fees and fines related to the Property

(including fees related to any previous development proposal applications on the Property), have been paid in full.

- The Village hereby agrees to diligently proceed with the processing of any building permit applications submitted by the Developer for the Project and, to the extent feasible, expedite the issuance of the necessary Village permits for the Project.

h. Prior to issuance of the Master Building Permit, Developer shall pay all amounts of any kind then due to the Village, either under the Project Approval, this Agreement, or imposed pursuant to any Land Development Regulation. The Developer shall provide a unity of title or covenant in lieu of unity of title, in a form acceptable to the Village Attorney, for all parcels prior to the issuance of the Master Building Permit. The unity of title or covenant in lieu of unity of title shall be recorded in the Public Records of Miami-Dade County, Florida, at the expense of the Developer.

i. The Developer shall provide a minimum six-foot wall on the southern edge of the Property abutting Treasure Island Elementary School ("TIES") in accordance with the Site Plan. In addition, the Developer shall landscape the northern perimeter of TIES in a manner consistent with the landscape improvements being performed by the Village at TIES. The Developer shall expand the western side of the northern sidewalk from 5 feet to a minimum of 8 feet wide.

j. The Developer has proffered, and the Village has accepted, a condition to limit loading hours such that deliveries are done outside of TIES arrival and dismissal hours and peak AM/PM traffic hours. In addition, the Developer has proffered that a dockmaster shall be available to assist in parking/stationing of delivery vehicles.

k *Public Facilities*

- Complete Streets – 79th Street Causeway. Prior to issuance of the Certificate of Occupancy, Developers shall improve the portion of 79th Street Causeway adjacent to the Property in accordance with the Village Complete Streets design guidelines that are under development and will be promulgated by the Village. Sidewalks shall adhere to the adopted Village color of "Lambert Mesa Buff."
- Developer shall study access to the Property from Westbound traffic on 79th Street Causeway to address queuing length on left turn lanes at East Treasure Drive and at the approximate midpoint of the Property. The study shall be submitted to the Village and FDOT prior to the issuance of the Master Building Permit. If either FDOT's or the Village's review of the study results in a determination that modifications are required, Developer shall permit and install modifications to extending queuing length prior to the Certificate of Occupancy.
- The Developer shall plant Royal Palms along the Kennedy Causeway frontage of the Property, of a species to be pre-approved by the Village consistent with landscaping installed or projected to

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be installed by the Village on Kennedy Causeway.

- Prior to the first building permit for the Project, the Developer shall provide a pedestrian ingress and egress easement between the public right-of-way and a new bus shelter (bus shelter to be constructed by the Village) on the Developer's property, acceptable to the Village Manager.
- The Developer shall add a beautified, safe pedestrian crosswalk to the central driveway between the two buildings to increase connectivity, subject to FDOT approval.
- Public Plaza. The Project includes a public plaza civic space. The Developer shall install permanent bollards along the perimeter of each public plaza to protect users of the plaza from vehicles on adjacent rights-of-way.

l Other

- Details regarding rooftop equipment shall be provided in building permit plans. Any rooftop enclosures shall be limited in use to stairway and elevator bulkheads or housing of mechanical equipment and shall not cover more than 20 percent of roof area or exceed the maximum height by ten feet prescribed in Section 15.2.(c)(4) of the ULDC.
- Branding. Where Developer includes the location of the Project in marketing materials (including, but not limited to, logos, branding, marketing materials, signs, press releases, digital video, and references online, in print, or otherwise), the materials shall reference the Village as the location of the Project. The reference may be creative, such as but not limited to "North Bay Village," and/or "NBV," and/or "The Heart of the Bay" and/or "North Bay" and/or "Treasure Island".
- Local Hiring.
    - Construction. The Developer shall cause contractors and subcontractors to use commercially reasonable best efforts to promote employment opportunities for local residents and seek to achieve a project goal of having at least twenty five percent (25%) of all construction labor hours performed by Miami-Dade County residents.
    - 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.
- In connection with crane overswings over public property:
    - The Developer shall further limit overswings to necessary weathervaning only, and shall in no event allow its contractor to carry live loads over any portion of public property.

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- Insurance. Developer will provide a Commercial General Liability insurance policy naming the Village as an additional insured party, with a single combined limit, including any umbrella or excess commercial policy, with a broad form commercial general liability endorsement applicable to the real property and its appurtenances, on an occurrence basis in an amount of not less than $5,000,000 per occurrence and $30,000,000 umbrella, which shall include insurance for personal injury, death or property damage occurring upon, in or about public Property. Developer shall cause its Contractor, or any party performing work within the Property to carry comparable insurance naming the Village as an additional insured party.
- Indemnification. Developer hereby covenants and agrees to indemnify, hold harmless, and defend the Village, including its Mayor, Vice Mayor, Commissioners, City Officials, contractors, and staff (collectively "Village Indemnitees"), from and against liability, losses, or damages, including reasonable attorneys' fees and costs of defense, which Village Indemnitees may incur as a result of third-party claims, actions, causes of action, suits, lawsuits, debts, liabilities, damages, expenses judgments, and demands whatsoever, in law or in equity, arising out of or in connection with the development and construction of the Projects by or on behalf of the Developer ("Village Indemnified Claims").

m. The Developer shall make reasonable good faith efforts and endeavor to qualify for additional green points on the retail and parking garage portions of the Project.

Material non-compliance with the foregoing commitments shall be cause for the Village's termination of this Agreement.

8. Local Development Permits. The Developer may need to apply to the Village for certain additional development permits in order for the Developer to complete the Project in a manner consistent with the Project Approval, the Land Development Regulations, and the Comprehensive Plan. Those development permits include, but are not limited to:

a. Subdivision plat and/or waiver of plat approvals, if applicable;

b. Water, sewer, paving and drainage, and other infrastructure permits;

c. Covenants, Covenant in Lieu of Unity of Title, or Unity of Title, or acceptance or release of existing unities or covenants;

d. Building permits;

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e. Certificates of occupancy; and

f. Any other official action of the Village, having the effect of permitting the development of the Property.

9. Necessity of Complying with Local Regulations Relative to Development Permits. The Developer and the Village agree that the failure of this Agreement to address a particular permit, condition, fee, term, or restriction in effect on the Effective Date of this Agreement shall not relieve Developer of the necessity of complying with the regulations governing said permitting requirements, conditions, fees, terms, or restrictions as long as compliance with said regulations and requirements do not require the Developer to develop the Property in a manner that is materially inconsistent with the Project Approval. Developer agrees to provide all subdivision, water, sewer, paving and drainage, and any other infrastructure improvements required to develop, serve, and maintain the Property consistent with the Project Approval. Developer acknowledges that Miami-Dade County or any of its agencies, and any other state and local agencies with jurisdiction over the Property or the Project are not parties to this Agreement. The Developer's inability to obtain additional development permits from any such jurisdiction or agency without materially modifying the Project Approval will not excuse its material noncompliance with the Project Approval or this Agreement and the Village shall have no obligation whatsoever to modify or amend the Project Approval or this Agreement, or return any monies paid by Developer, in such instance.

10. Impact Fees.

a. The Developer shall pre-pay a portion of the parks and police impact fees, totaling $953,931.00, on or before April 1, 2024. The sum paid shall be credited towards impact fees owed (when due) for police and parks. The Village confirms that it will use the payment in lieu of impact fees in compliance with Section 163.31801, Florida Statutes (2022) and the Village's enabling ordinances. The Developer waives any claim against said payment in lieu of impact fees based in whole or in part on the manner, time, or purpose for which these monies are spent by the Village, and the Village reserves the right to use these funds to address its infrastructure needs as it determines in its sole and absolute discretion, provided that if a court of competent jurisdiction finds that a payment in lieu of impact fees to be unlawful, then any payments made pursuant to this subparagraph shall be reclassified as impact fees and spent by the Village in accordance with applicable law. Developer shall be entitled to a credit against impact fees in the amount paid in lieu of impact fees pursuant to this Paragraph 10(a) that may be credited towards police and parks impact fees due for any development until such time as the balance of the credit has been exhausted. Under no circumstances shall the Developer be entitled to a refund of the payment in lieu of impact fees and Developer waives any potential refund of any payments in lieu of impact fees under this Paragraph 10.a. As set forth in Exhibit "D", the remaining impact fees that will be due for the Project

at building permit, after the pre-paid impact fees are credited, are estimated at $1,699,410.81.

b. The impact fees that are in effect as of the effective date of this Agreement and that would apply to the development of the Project are specifically provided in Exhibit "D." It is agreed and understood by the parties that no other impact fees other than those listed in Exhibit "D" will apply to the development of the Project. No new impact fees or increases to impact fees over and above the impact fees in existence as of the Effective Date adopted by the Village shall be applied to the development of the Project during the Term. The Village and Developer shall coordinate their efforts to derive the maximum benefits of any impact fee payments in favor of the Project and the Village. Nothing in this Agreement shall be construed as a waiver by the Developer of its right to pursue impact fee credits for any and all work performed by the Developer for which impact fee credits can be awarded.

11. Building Permit Fees. To the extent permitted by Florida Law, Developer shall pay a contribution in lieu of building permit fees for administration, building code compliance, and supervising/monitoring of the work of private providers which shall be based on the cost that is actually incurred, including the labor cost of the personnel providing the service, by the Village or attributable to the Village for the clerical and supervisory assistance required, or both. All contributions in lieu of building permit fees paid by the Developer shall be credited against building permit fees that would otherwise be charged by the Village for each building permit.

12. Reservation of Development Rights. For the Term, the Village hereby agrees that it shall permit the development of the Project in accordance with the Project Approval, the Land Development Regulations, the Comprehensive Plan, and the existing laws and policies as of the Effective Date of this Agreement that are or may be applicable to the Property, subject to the conditions of this Agreement. The Property shall not be subject to downzoning, unit density reduction, or any other limitation upon the development rights in effect upon the Effective Date of this Agreement and during the Term of this Agreement. However, nothing herein shall prohibit an increase in development density or intensity within the Project in a manner consistent with the Comprehensive Plan and the Land Development Regulations, provided that an increase in density shall result in pro rata adjustments to the impact fee benefits to the Village provided in Section 10 of this Agreement.

The expiration of this Agreement, shall not be considered a waiver of, or limitation upon, the rights, including, but not limited to, any claims of vested rights or equitable estoppel, obtained or held by the Developer or its successors or assigns to continue development of the Project in conformity with the Project Approval and all prior or subsequent Development Permits or development orders granted by the Village, including, but not limited to, those rights granted under the Comprehensive Plan and the Land Development Regulations, as in effect on the Effective Date or as subsequently amended, provided a Master Building Permit has been timely obtained prior to the expiration of the Project Approval pursuant to Section 7(g) of this Agreement and is maintained in active status until certificates of use and

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occupancy are issued by the Village. Notwithstanding the foregoing, the Parties acknowledge that the failure of the Developer to timely obtain a Master Building Permit, pursuant to Section 7(g) of this Agreement, shall result in automatic revocation of the Project Approval and automatic termination of this Agreement, together with the forfeiture of all payments made to the Village paid in furtherance of the Project Approval.

13. Termination. In each event of Developer's material noncompliance with any of the terms set forth herein, in the code, or in the conditions of the Project Approval, the Village may revoke the Project Approval and/or terminate this Agreement after providing notice of the instance of noncompliance and its intent to revoke and/or terminate within thirty (30) calendar days. The Developer shall be given an opportunity to cure any cited noncompliance within the thirty (30) day period following notice. The Developer's failure to cure such noncompliance prior to the lapse of the thirty (30) day period shall afford the Village, at its sole option, the absolute right to terminate this Agreement.

14. Binding Effect. The obligations imposed pursuant to this Agreement upon the Developer and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees, and assigns, and a copy of this Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, at the sole cost and expense of the Developer, upon execution of this Agreement.

15. Governing Laws.

a. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developer and the Village agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement.

b. This Agreement is effectuated pursuant solely to Sections 8.15 and Chapter 15 of the ULDC, and was not enacted, nor should be construed or interpreted, as a Development Agreement under the Florida Local Government Development Act pursuant to Sections 163.3220 through 163.3243, Florida Statutes (2023) (the "Act"), as the same may be amended from time to time. Rights and obligations provided or imposed by the Act shall not be applicable to the Developer or Village.

16. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

If to Village at: Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

With a copy to: Village Attorney
1666 Kennedy Causeway, 3rd Floor



North Bay Village, FL 33141

Haydee Sera, Esq.
Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134

If to Developer at: SHOMA North Bay Village, LLC
Attn: Mr. Masoud Shoajaee
201 Sevilla Avenue, Suite 300
Coral Gables, FL 33134

With a copy to: Mario Garcia-Serra, Esq.
Gunster, Yoakley & Stewart, P.A.
600 Brickell Avenue, Suite 3500
Miami, FL 33131

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. Mail. Any party may change its notice address by providing written notice to the other parties of the new address as provided in this paragraph. The terms of this section shall survive the termination of this Agreement.

17. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

18. Entire Agreement. This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations, or warranties other than as set forth herein.

19. Modification, Amendment, and Release. This Agreement may not be modified, amended, or released, except by written instrument signed by the Village Manager and the Developer (and/or its assigns, which may include, but not be limited to a Community Development District and/or master property owners' association with appropriate authority over the Property), provided that such modification, amendment, or release has been approved by the Village after public hearing.

20. Enforcement. Enforcement of this Agreement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his/her/its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both. The

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provisions of this section shall survive the termination of this Agreement. **EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVES AND RELEASES ITS RIGHT TO CLAIM A TRIAL BY JURY OR JURY ADVISORY COMMITTEE WITH RESPECT TO ANY ACTION BY OR AGAINST THE OTHER PARTY ARISING HEREUNDER.**

21. Cumulative Remedies. Nothing contained herein shall prevent the Developer or the Village from exercising any rights and remedies either party may have under law.

22. Original Development Agreement Replaced. This Agreement replaces and supersedes in its entirety the Original Development Agreement previously entered into and recorded at Official Records Book 32964 at Page 4197 of the Public Records of Miami-Dade County.

23. Sovereign Immunity. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Town's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

In the presence of:

Witness #1 Print Name: Leo Cosio
1666 Kennedy Cswy North Bay Village, FL 33141

Witness #2 Print Name: Julie Leonardi
1666 Kennedy Cswy North Bay Village, FL 33141

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

VILLAGE:
NORTH BAY VILLAGE, FLORIDA,
a Florida Municipal Corporation

By: _____
Dr. Ralph Rosado, AICP
Village Manager
Dated this 11 day of January, 2024.

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 11 day of January, 2024, by Ralph Rosado, as Village Manager of North Bay Village, a Florida municipal corporation, on behalf of the Village. He/She is personally known to me or has produced _____ as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

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

ALBA L. CHANG
Notary Public - State of Florida
Commission # HH 139248
My Comm. Expires Oct 3, 2025
Bonded through National Notary Assn.

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MIAMI-DADE COUNTY, FLORIDA

ACTIVE:13167250.8

DEVELOPER:

In the presence of:

SHOMA NORTH BAY VILLAGE, LLC,
a Florida Limited Liability Company:

Witness #1 Print Name: Mariela Chagas
Address: 3615 NE 22nd Ave

Print Name: MASOUD SHOJAEE
Title: Manager
Dated this 5 day of March, 2024.

Witness #2 Print Name: Annette Hernandez
Address: 201 Sevilla Ave #330

STATE OF FLORIDA)
) **SS.**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 7th day of March, 2024, by Masoud Shojaee, as of Shoma North Bay Village, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced _as identification and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

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

NOTARY PUBLIC STATE OF FLORIDA
ANGELA SUAREZ
MY COMMISSION # HH 208444
EXPIRES: April 15, 2026

CIRCUIT AND COUNTY COURTS CLERK IN GOD WE TRUST MIAMI-DADE COUNTY, FLORIDA

ACTIVE:13167250.8

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Address: 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE

Folio Numbers: 23-3209-000-0250

LEGAL DESCRIPTION:
A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11°09'40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37°02'17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1°37'08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12°57'47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27°40'09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1°37'08" E FOR 18.18 FEET TO A POINT; THENCE S 88°41'24" W FOR 68.95 FEET TO A POINT; THENCE N 1°37'08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE ABOVE MENTIONED RIGHT-OF-WAY, AS NOW CONSTRUCTED; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 48°08'54" FOR AN ARC DISTANCE OF 546.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 16°43'50" FOR AN ARC DISTANCE OF 189.84 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE; THENCE S 01°7'08" E ALONG SAID RIGHT-OF-WAY LINE FOR 220.83 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 853.98 FEET, AND FROM WHICH A RADIAL LINE BEARS N 21°26'37" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 185.52 FEET THROUGH A CENTRAL ANGLE OF 12°26'49"; THENCE N 01°37'08" W ALONG A LINE PARALLEL TO AND 180.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE FOR 205.71 FEET TO THE POINT OF BEGINNING; LESS THE AREA BOUNDED BY THE SOUTH RIGHT-OF-WAY LINE OF 79th STREET CAUSEWAY, BOUNDED BY THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE, AND BOUNDED BY A 25 FOOT RADIUS ARC, CONCAVE SOUTHWESTERLY AND BEING TANGENT TO THE LAST TWO DESCRIBED LINES.

LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.

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EXHIBIT "B"
SITE PLAN APPROVAL

RESOLUTION NO. 2023-143

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RESOLUTION NO. 2023- 143

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 5.2 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") APPROVING WITH CONDITIONS A SITE PLAN APPLICATION BY SHOMA NORTH BAY VILLAGE, LLC, PURSUANT TO SECTION 5.8 OF THE ULDC, TO MODIFY THE SITE PLAN PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2021-046 IN A MANNER EXCEEDING THE SCOPE OF MODIFICATIONS ALLOWED UNDER SECTION 5.9 OF THE ULDC, TO PROVIDE FOR DEVELOPMENT OF A 24-STORY (253 FT., 10 INCHES TALL) MIXED-USE PROJECT THAT WILL ENCOMPASS UP TO 333 DWELLING UNITS WITH COMPLEMENTARY RESIDENT AMENITIES; 750 PARKING SPACES; 52,929 SQ. FT. OF COMMERCIAL SPACE; TO BE LOCATED ON AN APPROXIMATELY 2.8-ACRE PARCEL OF LAND IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 23, 2021, by Resolution 2021-046 (attached as Exhibit "A"), the Mayor and Commission of North Bay Village granted approval pursuant to Sec. 5.8 and Chapter 15 of the North Bay Village Unified Land Development Code (the "ULDC") for a site plan involving a mixed-use project (the "Project") on an approximately 2.8-acre site, previously identified by Folios No. 23-3209-000-0250; 23-3209-000-0251; 23-3209-000-0253; 23-3209-000-0260, located at 1850-1875 79th Street Causeway (Kennedy Causeway); and

WHEREAS, the Project consisted of a 24-story, 205-foot-7-inch building, containing 333 for-rent residential units; a 36,068-square-foot supermarket; 6,315 square feet of additional retail space; 716 parking spaces; and other amenities; and

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WHEREAS, Shoma North Bay Village, LLC ("the "Applicant") has submitted an application seeking approval to modify the previously approved Project for the same location (now integrated under a single folio through unity of title recorded in the Public Records of Miami-Dade County), as legally described in Exhibit "B," "Legal Description" attached hereto (the "Property"); and

WHEREAS, with the proposed modifications, the Project will consist of a 253-feet-10-inch building encompassing 333 for-sale residential units along with complementary resident amenities; approximately 52,929-sq. ft. of retail space including a grocery store; a liquor store; a food hall; and additional retail space; along with 750 parking spaces in structured parking; and

WHEREAS, the proposed modifications exceed thresholds established in Sec. 5.9 of the ULDC to qualify for an administrative approval of site plan modification and therefore require review as a new site plan under the provisions of Sec. 5.8 of the ULDC; and

WHEREAS, the site plan for the Project is attached hereto as Exhibit "C"; and

WHEREAS, the Project is to be constructed in the "South Kennedy Special Area Plan" ("SK SAP"), which has been approved by Ordinance No. 2023-014, on the south side of Kennedy Causeway, which SK SAP encourages mixed-use developments, with a maximum building height of 24 stories or 240 feet and a base density of 70 units per acre, and provides for an optional set of development regulations that may be voluntarily employed in the mixed-use development of the Property set forth in "Appendix B, South Kennedy Special Area Plan"; and

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WHEREAS, density bonuses to exceed the base density of 70 units per acre, are approvable by the Commission pursuant to Sec. 8.10.1, adopted via Ordinance No. 2022-013, and Sec. 8.12.5, upon the allocation of non-subsidized workforce housing and payment of a Community Contribution Fee assessed by the Village;

WHEREAS, the Applicant is seeking a density of 120 units per acre to reach the proposed total number of residential units; and

WHEREAS, the workforce housing requirements for the density increase set forth in Sec. 8.10.1 of the ULDC, as amended, applies to for-sale projects and may be satisfied through on-site provision of workforce housing, or through a payment in lieu of workforce housing; and

WHEREAS, pursuant to Sec, 8.10.1 of the ULDC, a payment in lieu of workforce housing may be reduced by the Commission through a Development Agreement if it determines that the timing and extent of the public benefits provided in connection with the project that are enjoyable collectively by all Village residents outweighs the potential benefit to the segment of the Village population provided by the contributions in lieu of workforce housing set forth Sec. 8.10.1 of the ULDC; and

WHEREAS, Village staff reviewed the Project and found its proposed density, intensity, and uses consistent with the SK SAP, the Commercial Future Land Use category of the Comprehensive Plan and other relevant goals, objectives and policies in the Future Land Use Element, and the Village's goals articulated in the NBV100 Master Plan, to revitalize its commercial sector and attract new mixed-use developments to its Village center, and recommends approval subject to the conditions herein; and

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WHEREAS, pursuant to Section 8.13 and Chapter 15 of the ULDC, Village Staff and the Applicant have agreed on the terms of a development agreement, approved pursuant to Resolution No. 2023-144, which memorializes density bonus requirements, building area in the Project, and other requirements; and

WHEREAS, after a duly noticed public hearing held on July 27, 2023, the Planning and Zoning Board by a vote of 4-0 recommended approval with conditions of the Site Plan request; and

WHEREAS, the Village Commission conducted a duly noticed public hearing on November 9, 2023 in accordance with the law to hear the application; and

WHEREAS, the Mayor and Village Commission find the proposed Site Plan is [consistent/not consistent] with the Village's NBV100 Master Plan vision, the Comprehensive Plan and ULDC; furthers the purpose, goals, objectives, and policies of same; and is in the best interest of the Village.

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

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

Section 2. Decision; Conditions. Pursuant to Section 5.8 and Appendix B of the ULDC, the site plan to construct a mixed-use development Project consisting of 333 residential units along with complementary resident amenities; a 35,316 square-foot grocery store; a 1,400 square-foot liquor store; a 11,923 square-foot food hall; and 2,538 square feet of additional retail space, as well as 750 parking spaces in structured parking

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(as shown in Exhibit "C"), is hereby [approved/denied/approved subject to the following conditions]:

General conditions

1. The Project Approval shall be valid for two (2) years, commencing on the effective date of the Approval Resolution, within which time the Applicant must obtain the Master Building Permit, except as provided in the Development Agreement or applicable law. No more than two (2) additional one-year extensions may be granted upon approval by the Village Commission based upon a finding that Applicant has made good faith efforts to seek a Master Building Permit (together, the initial two-year term and any subsequent extension that has been granted by the Village Commission, is the "Project Validity Period"). A request for extension must be filed with the Village at least thirty (30) days prior to the end of the then-current Project Validity Period.
2. Applicant's failure to obtain a Master Building Permit within the Project Validity Period shall result in the automatic revocation of the Project Approval and the automatic termination of this approval and the Development Agreement pursuant to Section 4.d of the Development Agreement.
3. Cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted, and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and payments, and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. The Site Plan shall incorporate and be developed in substantial conformance with the following documents:
   A. Updated Boundary and Improvement Survey prepared by John F. Pulice, PSM, dated 6/1/22 and digitally signed 4/21/2023.
   B. Architectural plans prepared by MSA Architects, digitally signed 06/29/2023 by Jose Saumell:
      1) Sheet CS: Cover Sheet and Drawing Index
      2) Sheet A-0.SP-1: Site Plan
      3) Sheet A-2.1: Overall Floor Plan Level 1
      4) Sheet A-2.1M: Mezzanine Floor Plan
      5) Sheets A-2.2 through A-2/23/2: Overall Floor Plan Levels 20-23
      6) Sheet A-2.24: Roof Plan / Pool Deck
      7) Sheets A-3.1 and A-3.2: Residential Building Elevations
      8) Sheets A-3.3 and A-3.4: Garage Building Elevations
      9) Sheets A-4.1 through A-4.7: Unit Plans
   C. Landscape Plans prepared by Witkin Hults, Design Group, digitally signed 6/28/23 by Andrew M. Witkin, RLA:
      1) Sheet L-1: Index and Landscape Plan – Ground Floor
      2) Sheets L-2 and L-3: Landscape Plan
      3) Sheet L-4: Landscape Plan – Level 11/Zen Garden
      4) Sheet L-5: Landscape Plan – Pool Deck

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5) Sheets L-6: Landscape Details
6) Sheet TD-1: Tree Disposition Plan
7) Sheet HS-1: Hardscape Plan – Ground Level
8) Sheet SK-1: NE Plaza Enlargement

D. Civil Engineering Plans prepared by David Plummer & Associates, dated 05/23/2023 and digitally signed by Todd Seymour, PE, 06/29/23:
1) Sheet C-1.0: General Notes
2) Sheet C-2.0: Civil Site Plans
3) Sheet C-3.0: Pavement Details
4) Sheet C-4.0: Water Distribution Plan
5) Sheet C-5.0: Sewer Distribution Plan
6) Sheet C-6.0: Water and Sewer Details
7) Sheets C-7.0 and C-8.0: Signing and Pavement Marking Plan and Notes
8) Sheet C-9.0: Grading and Drainage Plan
9) Sheet C-10.0: Drainage Details
10) Sheets C-11 and C-12: Stormwater Pollution Prevention Plan and Detail

E. Gravity Sewer Capacity Analysis Technical Memorandum prepared by 300 Engineering Group LLC, dated 6/14/23.

F. Traffic Study #20105, prepared by David Plummer & Associates, dated June 2023; and cover letter for comparison analysis dated 3/23/23, prepared by Juan Espinoza, PE.

Prior to issuance of a building permit

Development Agreement:

1. Pursuant to Section 8.15 and Chapter 15 of the ULDC, the Applicant shall record a Development Agreement memorializing the Project's Site Plan Approval conditions including, but not limited to the Applicant's responsibility for constructing all the required associated public improvements, as well as the density bonus and related requirements as approved herein.

Workforce Housing, Density Bonus and Community Contribution Fee:

1. The Applicant has not made provisions to allocate the 10 percent of workforce housing units required to attain the proposed density increase from the maximum base density of 70 units per acre to 119 units per acre, on the basis that the project consists of all for-sale units. Pursuant to Sec. 8.10.1 of the ULDC, as amended, the Applicant may elect to make a contribution in lieu of on-site provision of workforce housing.

Landscape and Public Realm:

1. Pursuant to the landscape plans, at least seven percent (7%) of the aggregate lot area, or approximately 6,691 sq. ft., has been assigned as civic space. The areas identified as the "East Plaza" and "West Plaza" shall be developed with public-realm-appropriate improvements and function. The Applicant shall be responsible for constructing or providing all the required associated improvements, including Public Art.

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2. The Applicant shall, in coordination with the Village, select an artist to create public art displays to be installed at the following locations: 1) The East Plaza; 2. The Florida Department of Transportation (FDOT) entry median at the Village's eastern boundary on the 79th Street Causeway (the "Eastern Median"); and 3) the FDOT entry median at the Village's western boundary on the 79th Street Causeway (the "Western Median"). Collectively, these three locations shall be known as "the Public Art Locations." The Applicant and the Village shall jointly agree on the public art to be installed at the Public Art Locations.
3. Palms shall be planted along the 79th Street Causeway frontage of the property, of a species pre-approved by the Village consistent with landscaping installed or projected to be installed by the Village on the Causeway.
4. The Applicant shall replace the existing bus shelter located on the public right-of-way, adjacent to the northeastern corner of the property. The Village shall pay for the design of the new bus shelter and provide design specifications and plans to the Applicant, who will be responsible for paying up to $35,000 for the fabrication and installation of the shelter. The Village will be responsible for overseeing the fabrication and installation of the shelter.
5. Beautified, safe pedestrian crosswalk treatments shall be required for the central driveway between the residential and commercial portions of the building. Likewise if (as an outcome of the study described in Condition No. 7 of the Traffic/Circulation/Parking conditions listed below), the installation of a mid-block crosswalk is determined to be warranted on East Treasure Drive, such crosswalk shall be similarly beautified.
6. All structured parking shall be screened from view from the adjacent rights-of-way by an art treatment, to be approved by the Village Manager.
7. All loading spaces, services areas, outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall be concealed from view from any frontage or sidewalk by streetscreens, walls, hedges, fences or opaque gates.
8. Synthetic turf may only be used subject to the limitations of Sec. 9.24 of the ULDC.
9. A photometric plan by a Registered Architect or Engineer shall be submitted.
10. Walls, hedges, fences and gates shall not exceed a height of 3.5 feet within the primary and secondary frontages of the site. Elsewhere, walls, hedges fences and gates shall not exceed a height of 8 feet.
11. Any blank walls over 25' in length and other unattractive areas of the site or building shall be heavily screened with landscaping. Additionally, landscape screening shall be utilized around the proposed dumpsters, FPL transformers, propane tanks, A/C units, generators, above ground utilities, and irrigation pump.
12. The Applicant shall seek to attain no less than 20 points from the North Bay Village Green Building Program, which effort shall include pursuing NGBS Silver certification for the project, as per the Applicant's sustainable design consultant.

Infrastructure/Drainage:

1. The Applicant shall provide up to date documentation of compliance with the applicable Level of Service (LOS) requirements at the time of application for any building permit.

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2. All existing and proposed utility easements, water and sewer mains, services and appurtenances shall be shown in grayscale on the Landscaping Plan. Water meters and backflow devices shall be located within landscaped areas and no permanent structures, including landscaping, shall be located above the water or sanitary system.
3. Prior to issuance of the Master Building Permit, the Applicant shall obtain, and submit to the Village, all pertinent plan approvals from Miami-Dade County Environmental Resources Management (DERM), Miami- Dade Water and Sewer Department (WASD), and Miami-Dade County Fire Rescue, as well as a Tree Removal Permit.
4. A fire flow test shall be conducted to verify the availability of required fire flow.
5. Specifications of the permeability coefficient of proposed pervious paving materials shall be submitted for approval by the Village Public Works Department prior to Master Building Permit approval.
6. Prior to Master Building Permit approval, the Applicant shall provide data of the drainage system (stage storage and pipe sizing calculations) in a report form prepared by the Engineer of Record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system, as well as drainage calculations for 10-, 25- and 100-year storms.
7. To the extent the Property's area allows under generally accepted engineering standards, Applicant shall install additional injection wells to meet stormwater retention calculations based on the updated NOAA Atlas 14 data set.

Traffic/Circulation/Parking:

1. The Applicant shall submit verification that the proposed development has been reviewed and found in compliance for access management consideration by all agencies having jurisdiction.
2. Working with Miami Dade County Traffic Engineering Department and the Village, the Applicant shall develop an effective signal timing optimization approach for 79th Street Causeway at the junction with the 1800 block of the Causeway and with East Treasure Drive, to maintain an acceptable Level of Service for these intersections.
3. The Applicant shall consider a solution (e.g., a dedicated right-turning lane) to prevent backup of eastbound vehicular traffic in the outside travel lane on the Causeway entering the site.
4. The Applicant shall specify turning radii for all curbs and sight distance triangles for East Treasure Dr. to allow for the evaluation of visibility per Sec. 9.7.B. of the ULDC.
5. The Applicant shall provide updated auto-turn exhibits illustrating the following: a) an overall design that is consistent with the plans set; b) a complete vehicle maneuver until the vehicle is completely aligned with the travel lanes along E Treasure Dr; c) the design vehicle accessing and exiting the trash dumpster.

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MIAMI-DADE COUNTY, FLORIDA

6. All sidewalks providing circulation to the public shall meet the minimum design criteria of the ADA. Ramp curbs shall be provided on the sidewalk at the driveway entrance (FDOT index 304).
7. The Applicant shall address/mitigate potential risk of vehicles encroaching into the sidewalk within the TIES School Zone.
8. The Applicant, in coordination with Miami-Dade County and North Bay Village, shall conduct a pedestrian safety study after the project site is fully operational for at least six (6) months. This study will determine if a mid-block crosswalk is warranted on East Treasure Drive based on pedestrian and traffic volumes. Miami-Dade County has ultimate authority over the approval, installation and placement of a crosswalk. If it is determined that an additional, midblock crosswalk is not warranted, the applicant will work with the County and the Village on improving the existing nearby crosswalks.
9. Pavement markings on all levels of the parking garage shall be revised to meet MUTCD criteria, with diagonal crosshatch markings slanting away from traffic to discourage travel on certain paved areas.
10. Wheel stops shall be provided for parking bays to prevent vehicular encroachment into non-parking areas.
11. The Applicant shall include sidewalk/grass strip restoration according to North Bay Village core requirements.
12. Proposed driveway grades shall not exceed three (3) percent. The maximum slope immediately beyond the right-of-way line shall not change in excess of five (5) percent for either angle of approach or breakover angle.
13. The Applicant shall provide, in graphic and tabular form, the location and number of spaces reserved in the parking garage for use by Grandview Palace, if any. Copy of any agreements between Shoma North Bay Village and Grandview Palace, as may be amended from time to time, shall be submitted to the Village as part of the project record.

Other:

1. The Applicant shall provide a copy of previously recorded plat and a copy of the County's plat report, if available. In the event that the property is determined to not have been previously platted, the Applicant shall plat the property prior to the issuance of a building permit, pursuant to the provisions of Division 3 of Chapter 5 of the North Bay Village ULDC and consistent with Policy 2.1.11 of the NBV100 Comprehensive Plan.
2. All signage shall comply with the restrictions of Section 15.6.E.

Prior to issuance of a Certificate of Occupancy

1. Applicant shall pay all amounts of any kind then due to the Village, either under the Project Approval, the Development Agreement, or as imposed pursuant to any Land Development Regulation.

CIRCUIT AND COUNTY COURTS CLERK IN GOD WE TRUST MIAMI-DADE COUNTY, FLORIDA

Section 3. **Findings of Fact.** The Mayor and Village Commission make the following findings of fact based upon the substantial competent evidence provided:

> The requested site plan [meets/does not meet] the applicable Site Plan Review Standards provided in Section 5.8. The requested site plan approval [is/is not] contrary to the public interest or detrimental to the community and [is/is not] compatible with the surrounding land uses while maintaining the basic intent and purpose of the zoning and land use regulations. The Project [supports/does not support] the goals, objectives, and policies of the North Bay Village Comprehensive Plan and those of the NBV100 Master Plan, which include Livability, Resiliency, and Prosperity. The Project [is/is not] compatible with surrounding intensities and densities of development, [provides/does not provide] access to adequate light and air for surrounding properties, [provides/does not provide] commercial use(s) intended to serve the needs of the residents; and [creates/does not create] a pedestrian-friendly experience at the ground level.

Section 4. **Limitation of Approval.** The issuance of this development permit does not in any way create a vested right(s) on the part of the Applicant to obtain a permit from a county, state, or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a county, state or federal agency or undertakes actions that result in a violation of county, state, or federal law.

Section 5. **Implementation.** The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution.

Section 6. **Effective Date.** This Resolution shall be in force and take effect immediately upon its passage and adoption.

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

Mayor Brent Latham	Yes
Vice Mayor Richard Chervony	Yes
Commissioner Goran Cuk	Yes
Commissioner Andrew Rotondaro	Yes
Commissioner Rachel Streitfeld	Yes

PASSED AND ADOPTED on this 9th day of November 2023.

Brent Latham, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Exhibit "B"
LEGAL DESCRIPTION

Address: 1872 79TH STREET (KENNEDY) CAUSEWAY, NORTH BAY VILLAGE

Folio Number: 23-3209-000-0250

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11°09'40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37°02'17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1°37'08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12°57'47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27°40'09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1°37'08" E FOR 18.18 FEET TO A POINT; THENCE S 88°41'24" W FOR 68.95 FEET TO A POINT; THENCE N 1°37'08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE ABOVE MENTIONED RIGHT-OF-WAY, AS NOW CONSTRUCTED; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 18°08'54" FOR AN ARC DISTANCE OF 546.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 16°43'50" FOR AN ARC DISTANCE OF 189.84 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE; THENCE S 01°7'08" E ALONG SAID RIGHT-OF-WAY LINE FOR 220.83 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 853.98 FEET, AND FROM WHICH A RADIAL LINE BEARS N 21°26'37" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 185.52 FEET THROUGH A CENTRAL ANGLE OF 12°26'49"; THENCE N 01°37'08" W ALONG A LINE PARALLEL TO AND 180.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE FOR 205.71 FEET TO THE POINT OF BEGINNING; LESS THE AREA BOUNDED BY THE SOUTH RIGHT-OF-WAY LINE OF 79th STREET CAUSEWAY, BOUNDED BY THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE, AND BOUNDED BY A 25 FOOT RADIUS ARC, CONCAVE SOUTHWESTERLY AND BEING TANGENT TO THE LAST TWO DESCRIBED LINES.

LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.



EXHIBIT "C"
SAP APPROVAL

ORDINANCE NO. 2023-014



ORDINANCE NO. 2023-014

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

WHEREAS, while celebrating its 75th anniversary in 2020, and following an extended public discussion about future growth and development, North Bay Village (the "Village") updated its Unified Land Development Code ("ULDC") as a part of NBV100, a community visioning and master planning process that looks to equip the Village with the tools to become more livable, more resilient, and more prosperous over the next 25 years; and

WHEREAS, to implement the NBV100 Master Plan, the Village adopted Ordinance No. 2021-004 on February 9, 2021, amending the ULDC by the addition of Chapter 15, "Form Based Code"; and

WHEREAS, Chapter 15 sets forth the standards applicable to Form-Based Districts and Transect Zones within the Village; and

WHEREAS, these standards are intended to support the goals, objectives, and policies of the North Bay Village Comprehensive Plan and of the NBV100 Master Plan, which include three pillars: Livability, Resiliency, and Prosperity; and

WHEREAS, to further the intent of the Form-Based Code expressed in Section 15.1., Section 15.2.G. of the Form-Based Code allows parcels of at least two (2) abutting acres in size to be master planned through a Special Area Plan process so as to allow greater integration of public improvements and infrastructure, to enable connectivity; to encourage a variety of building heights, massing, and to provide high quality design

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elements and greater flexibility so as to result in higher or specialized quality building and streetscape design within the Special Area Plan; and

WHEREAS, the single or multiple owner(s) of such abutting properties exceeding (2) acres may apply for a rezoning to a Special Area Plan, which shall be approved by the process of rezoning following review by the Planning and Zoning Board and Village Commission concurrent with the site plan approval process; and

WHEREAS, pursuant to Section 4.2 and Section 15.2.G. of the ULDC, an applicant seeking a rezoning to a Special Area Plan may propose development parameters specific to development within the Special Area Plan as an amendment to the ULDC, while regulations of the underlying Transect Zone and the Form-Based Code that are not otherwise addressed by the SAP remain in effect; and

WHEREAS, Shoma North Bay Village, LLC, ("Shoma NBV") is the owner of approximately 2.8 acres of real property (the "Property") which are legally described in the attached Exhibit "A" and depicted in the attached Exhibit "B"; and

WHEREAS, Shoma NBV has applied for:

1) a rezoning of the Property from "T6-24" Transect Zone to "South Kennedy Special Area Plan" ("SK SAP");

2) adoption of a corresponding ULDC text amendment in the form of Appendix B to Chapter 15, which includes a regulating plan and regulations for the development of the Property, a copy of which is attached hereto and incorporated herein as Exhibit "C" ("Appendix B to Chapter 15 South Kennedy Special Area Plan"); and

3) approval of a proposed project Site Plan and Development Agreement, which are being considered concurrently with this Ordinance and approved separately by Resolution of the Village Commission; and

WHEREAS, Staff has reviewed the application for a rezoning of the Property from "T6-24" Transect Zone to "South Kennedy Special Area Plan" and the proposed Appendix B to Chapter 15 (also known as the "SK SAP"), and determined that the rezoning and proposed Appendix B to Chapter 15 satisfy the conditions of Sections 4.2 and 4.17 of Chapter 4 and Section 15.2.G of the Village Code, and recommends approval of the rezoning and the proposed Appendix B to Chapter 15 with conditions; and

WHEREAS, on July 27, 2023, at a duly noticed public hearing, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, reviewed this Ordinance;

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IN GOD WE TRUST

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 November 9, 2023; and

WHEREAS, after due notice and hearing, the Mayor and Commission find that adoption of this Ordinance is consistent with the Village's Comprehensive Plan, the Village's ULDC, and the Florida Community Planning Act; implements the pillars and goals of the NBV100 Master Plan; and is in the best interest and welfare of the Village.

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

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending the Zoning. That the Village Commission hereby approves a rezoning of the Property described in Exhibits "A" and "B", attached hereto and incorporated herein, comprising approximately 2.8 acres (121,914 sq. ft.) from "T6-24" Transect Zones to "South Kennedy Special Area Plan."

Section 3. Amending Chapter 15 of the Unified Land Development Code. That Chapter 15 of the Unified Land Development Code of North Bay Village, Florida, is hereby amended as provided in the attached Exhibit "C", which is incorporated herein and made a part hereof by this reference, to provide for an Appendix B to Chapter 15, which includes a regulating plan and regulations for the development of the Property, and shall be referred to as "Appendix B to Chapter 15" or the "South Kennedy Special Area Plan," which shall apply to the Property zoned "South Kennedy Special Area Plan."

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Codification. That it is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be

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renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 6. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 7. Binding Effect. That the Property described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein, shall be subject to the regulations set forth in Appendix B, which is attached hereto as Exhibit "C", and any other non-conflicting land development regulations. This ordinance shall be binding on the Applicant and any successors and assigns with any interest in the Property.

Section 8. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading. This Ordinance shall automatically cease to have any force, effect, or applicability with respect to new development but shall continue to apply to then-existing development upon the termination or expiration of the Development Agreement.

PASSED on first reading on the 12th day of September, 2023.

PASSED AND ADOPTED on second reading on the 9th day of November, 2023.

Brent Latham, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

First Reading:
Moved By: Commissioner Goran Cuk
Seconded By: Vice Mayor Richard Chervony

Second Reading:
Moved By: Vice Mayor Richard Chervony
Seconded By: Commissioner Rachel Streitfeld

Vote on Final Adoption:

Mayor Brent Latham	Yes
Vice Mayor Richard Chervony	Yes
Commissioner Goran Cuk	Yes
Commissioner Andrew Rotondaro	Yes
Commissioner Rachel Streitfeld	Yes



Exhibit "A"
LEGAL DESCRIPTION

Address: 1872 79TH STREET (KENNEDY) CAUSEWAY, NORTH BAY VILLAGE

Folio Number: 23-3209-000-0250

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11°09'40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37°02'17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1°37'08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12°57'47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27°40'09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1°37'08" E FOR 18.18 FEET TO A POINT; THENCE S 88°41'24" W FOR 68.95 FEET TO A POINT; THENCE N 1°37'08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

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LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.



EXHIBIT "D"

SHOMA NORTH BAY VILLAGE IMPACT FEES

CIRCUIT AND COUNTY COURTS
IN GOD WE TRUST
MIAMI-DADE COUNTY, FLORIDA

OR Bk 34325 Pg 1353

IMPACT FEE CALCULATION - SHOMA NORTH BAY VILLAGE, LLC (1850-1875 79TH STREET CAUSEWAY)

Function	Per ERC[1] Fee	Residential units: 333	Retail Square Footage: 52,929	Office: 0 SF	Administrative Charge (%)	Administrative Charge ($)	Subtotal per Service ($)
Police - MF	$ 772.60	$ 257,276			7.50%	$ 19,296	$ 276,571
Police - Retail	$ 1,253.46		$ 66		7.50%	$ 5	$ 71
Park Open Space Fee	$ 851.00	$ 283,383			7.50%	$ 21,254	$ 304,637
Park Improvement Fee	$ 1,041.00	$ 346,653			7.50%	$ 25,999	$ 372,652
Existing Wastewater Line Improvement *	$ 934.16	$ 622,151	$ 7,063		7.50%	$ 47,191	$ 676,405
Wastewater Line Replacement *	$ 1,401.24	$ 933,226	$ 10,595		7.50%	$ 70,787	$ 1,014,608
Water Impact Fee (by Meter Size) **	$ 1,302.00	$ 7,812			7.50%	$ 586	$ 8,398
Subtotals		**$ 2,450,500**	**$ 17,725**	$ -		**$ 185,117**	
Total for Shoma Project							**$ 2,653,341.81**

Based on North Bay Village Impact Fee Tables 2012-2036

(1) Equivalent residential connection

* Apts equal 2 ERC's

** Assumes 2 2-in meters, but number and size of meters must be provided by architect/engineer of record

Applicable Code Sections

Sec. 39.05 (Police)

Sec. 51.11 (Water)

Sec. 52.18 (Sewer)

Sec. 151.100 (Parks and Recreation)

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true copy of the original filed in this office on MAR 0 8 2024 day of AD 20
WITNESS my hand and Official Seal.
Clerk of Circuit and County Courts
By D.C.
Tosca Whitfield #212817

CIRCUIT AND COUNTY COURTS CLERK IN GOD WE TRUST MIAMI-DADE COUNTY, FLORIDA

WEISS SEROTA
HELFMAN COLE + BIERMAN

HAYDEE SERA, PARTNER
HSera@wsh-law.com

February 21, 2025

Via Federal Express Overnight Mail Tracking No. 772235293402 and email (mshojaee@shomagroup.com)
Masoud Shoajaee
Shoma North Bay Village, LLC
201 Sevilla Avenue, Suite 300
Coral Gables, FL 33134

Copy Via Federal Express Overnight Mail Tracking No. 772235932097 and email (mgarcia-serra@gunster.com)
Mario Garcia-Serra, Esq.
Gunster, Yoakley & Stewart, P.A.
600 Brickell Avenue, Suite 3500
Miami, FL 33131

Re: Notice of Default of Development Agreement
1872 79th Street Causeway (the "Property")

Dear Mr. Shoajaee (with copy to Mr. Garcia-Serra):

As you know, our firm represents North Bay Village, Florida (the "Village"). On March 5, 2024, following the Village's adoption of various legislation related to the Property on November 7, 2023, the Village and Shoma North Bay Village, LLC ("Shoma") entered into a Development Agreement, which was recorded on March 8, 2024 in the official records of Miami-Dade County, Florida at Official Records Book 34126 at Page 673 (the "Development Agreement").

On November 20, 2024, we notified you that the $493,500 partial Payment in Lieu of Workforce Housing that was to be made on August 31, 2024 was not received by the Village. To date, the Village has still not received the payment, despite various assurances that the "check is in the mail."

Given previous instances of delayed payment under the Development Agreement, and the fact that the Village provided an invoice and various communications to remind you of the obligation, the Village considers this to be material noncompliance with the Development Agreement. This determination has been previously communicated to you.

Please consider this the Village's formal demand for this payment and notice of the Village's intent to terminate the Development Agreement and revoke the Project Approval under Section 13 of the Development Agreement if the material noncompliance is not immediately cured. Accordingly, please arrange for immediate payment of the $493,500 partial Payment in Lieu of Workforce Housing.

Additionally, as we previously notified you, a shell building permit was not obtained and vertical construction of the Project did not commence by November 16, 2024. As a result, Sections 7.a and 7.c of the Development Agreement require the following prior to issuance of any building permit:

1. Payment of a Community Contribution Fee of $1,370,000 (for a total Community Contribution Fee of $2,740,000); and
2. Payment in Lieu of Workforce Housing of $3,807,000 or entering into the required agreement to provide 34 workforce housing dwelling units on the property.

Finally, please be aware that Section 7.d provides for a $400,000 payment at building permit.

Your attention is directed to Section 13 of the Development Agreement which provides:

> In each event of Developer's material noncompliance with any of the terms set forth herein, in the code, or in the conditions of the Project Approval, the Village may revoke the Project Approval and/or terminate this Agreement after providing notice of the instance of noncompliance and its intent to revoke and/or terminate within thirty (30) calendar days. The Developer shall be given an opportunity to cure any cited noncompliance within the thirty (30) day period following notice. The Developer's failure to cure such noncompliance prior to the lapse of the thirty (30) day period shall afford the Village, at its sole option, the absolute right to terminate this Agreement.

Be advised that the Village Commission intends to review the status of the Development Agreement at its March 18, 2025 meeting.

Should you have any questions or concerns, please do not hesitate to contact me at 305-854-0800 or hsera@wsh-law.com.

Sincerely,



Haydee Sera
Village Attorney

cc: Frank Rollason, Village Manager
Tony Recio, Village Attorney
Mayor and Commission

UTRERA LAW

CHRISTOPHER M. UTRERA, ESQ.
cmu@utreralaw.com

March 11, 2025

VIA OVERNIGHT MAIL & EMAIL

Frank Rollason Village Manager 1666 Kennedy Causeway 3rd Floor North Bay Village, FL 33141 villagemanager@nbvillage.com	Haydee Sera Village Attorney for North Bay Village Weiss Serota Helfman Cole + Bierman 2525 Ponce de Leon Blvd., Suite 700 Coral Gables, FL 33134 Hsera@wsh-law.com

Re: Response to Notice of Default of Development Agreement
1872 79th Street Causeway / Shoma Bay

Mr. Rollason and Ms. Sera,

As you may be aware, Utrera Law has the pleasure of representing Shoma North Bay Village, LLC ("Shoma" or "Developer") as it pertains to the development of the property located at 1879 79th Street Causeway (the "Project"). This correspondence shall serve as a response to the Notice of Default issued by North Bay Village (the "Village") dated February 21, 2025 ("Default Letter") regarding the Development Agreement recorded at Official Records Book 34126, Page 673 of the Public Records of Miami-Dade County (the "Agreement"). Any capitalized terms used herein, and not specifically defined herein, shall have the same meaning as any defined terms in the Agreement or the Default Letter. All further correspondence regarding this matter should be directed to the undersigned. Nothing in this letter shall be seen as a waiver or relinquishment of any rights or defenses in accordance with the terms of the Agreement.

To begin, as we (Ms. Sera and myself) have discussed, my client is interested in moving forward with this Project (which has already commenced construction), and maintaining a positive working relationship with the Village. However, the Default Letter seems to indicate a desire to the opposite. Nevertheless, this correspondence shall address the issues in the Default Letter in an attempt to put said issues "to bed," and hopefully move forward with a positive working relationship, which will be necessary to complete the Project that will yield very significant public benefits for the Village.

Partial Payment in Lieu of Workforce Housing

As it pertains to the partial Payment in Lieu of Workforce Housing pursuant to Article 7(c), said payment has been made. Shoma has satisfied its obligation under Section 7(c) of the Agreement by remitting the $493,500 payment, and this should no longer be an issue with the Village or the Agreement. See the receipt from the Village attached hereto an incorporated herein as "**Exhibit A**." Accordingly, this matter is resolved.

Community Contribution Fee and Payment in Lieu of Workforce Housing Adjustment

The Default Notice next discusses Sections 7(a) and 7(c), and the Village's attempt to require additional amounts for the Community Contribution Fee and the Payment in Lieu of Workforce Housing. Contrary to the assertions in the Default Letter, Shoma has obtained a valid shell permit for the Project (by way of its foundation permit) and has commenced vertical construction, which includes the installation of several vertical piles at the Project. The issued foundation permit allows for construction (at minimum) of vertical elements, and work has progressed accordingly.

To explain Shoma's position, while the Agreement refers to a "shell building permit" in Sections 7(a) and 7(c), it does not define that term. The Village and the Default Letter seem to misconstrue this use of "shell building permit" to exclusively refer to a final/complete building permit. This is critically important to this analysis, as the Agreement separately utilizes and addresses different permits throughout the Agreement. To this point, in Sections 7(a) and 7(c), the Parties used specific terms and conditions. In other words, if the parties had intended to equate "shell building permit" with the final building permit or Master Building Permit, they would have done so explicitly and used such a description or term.

Instead, the conditions of a "shell building permit" and vertical construction were used. Interpreting these conditions, as used in Section 7(a) and 7(c), to mean or require more than the permit pursuant to which Shoma is currently conducting work on site is inconsistent with the Agreement's plain language and structure, and must be rejected under basic principles of Florida contract interpretation. In fact, the very paragraph relied upon by the Village contradicts its own position. Sections 7(a) and 7(c) provide, in part, as follows:

Section 7(a)

[1] The above total reflects an adjustment of the Community Contribution Fee by the Village Commission pursuant to Commission authority set forth in Resolution No. 2021-010 based on commitments made by the Developer as to timing of the construction of the Project. If by November 16, 2024, a shell building permit has not been obtained and vertical construction of the Project has not commenced, then the remaining balance of the Community Contribution Fee that would have been due $1,370,000,(for a total Community Contribution Fee payment of $2,740,000) prior to obtaining any building permit on the Property.

Section 7(c)

[1] The above total reflects an adjustment of the Payment in Lieu of Workforce Housing by the Village Commission pursuant to Commission authority set forth in Ordinance No. 2023-012 based on commitments made by the Developer as to timing of the construction of the Project. If by November 16, 2024, a shell building permit has not been obtained and vertical construction of the Project has not commenced, then an additional payment of $3,807,000.00, shall be paid by the Developer prior to obtaining any building permit on the Property, or, alternatively, the Developer will have entered into the required agreement to provide 34 workforce housing dwelling units.

The language clearly states that if a "shell building permit has not been obtained and vertical construction of the Project has not commenced by November 16, 2024, ***then*** [an additional payment is due] ***prior to obtaining any building permit on the Property.***" (emphasis added). How can one obtain a shell building permit and commence vertical construction "prior to" the issuance of any building permit, if the "*shell* building permit" was meant to mean the same thing as "*any* building permit?" Why would the same provision use different terms if what it really meant to use was the 'final building permit' or Master Building Permit? In fact, the defined term "Master Building Permit" is used throughout the Agreement, as opposed to "shell building permit" with vertical construction. See Sections 7(f), 7(h), 7(k) and 12 of the Agreement. Reading the language as the Village would see fit frustrates the purpose of the Agreement and is clearly not what was intended.

In reality, it is difficult for the Village to argue that a foundation is not part of a shell, nor that vertical construction elements have not started.[1] Therefore, Shoma's obtaining of the foundation permit and the vertical construction that has commenced not only satisfies the terms of the Agreement for Section 7(a) and 7(c), but also makes sense in the plain reading of the Agreement. There is no need to cite the myriad of cases in Florida adhering to the 'plain language rule,' wherein the Courts will give words their plain, ordinary and common meaning unless otherwise defined. Furthermore, Florida Courts routinely consider the entirety of a contract when interpreting its terms, rather than focusing solely on individual provisions. With this framework in mind, the plain and ordinary meaning of the words "shell building permit" and "vertical construction" will undoubtedly weigh in favor of Shoma's position discussed above.

Village's Delays

The Default Letter also seems to overlook the involvement (or lack thereof) the Village has in any sort of alleged delay in achieving development milestones. As we (Ms. Sera and myself) have discussed, the Village has contributed to delays in Shoma's ability to obtain the final building permit. As a singular specific example, I have shared correspondence where the Miami-Dade Department of Environmental Resources Management ("DERM") and Miami-Dade Water and Sewer Department ("WASD") have raised issues with the Village's own public works department utility letters and utilities' location descriptions. This caused confusion and delays in obtaining WASD and DERM approvals, ultimately delaying the ability to obtain the final building permit. Additionally, Shoma has learned that there was a moratorium implemented by DERM for rehabilitation work associated with pump stations surrounding the Project, requiring the village to perform rehabilitative work before DERM's sewer moratorium would be lifted. To the extent this affected the Project, it would have been impossible to have a final building permit issued.

Conclusion

In conclusion, Shoma has satisfied all conditions necessary to maintain its entitlements,

[1] It should also be noted that Shoma has obtained other permits and is moving forward under those permits, such as the crane foundation permit that was recently issued. Again, this is further indication of the Parties' intentions in the Agreement, as discussed herein.

including the reduced fee structure outlined in Section 7. As such, the citation to Section 13 of the Agreement in the Default Letter is factually incorrect and legally unsupportable. Please note, the Village's threat to terminate the Agreement or withhold permitting is not only improper, but will be contested vigorously. Shoma has already commenced vertical construction, is on the verge of having the Master Building Permit issued, and is well on its way to completing this transformative project. Any action by the Village to terminate the Agreement, interfere with Shoma's vested development rights, or to otherwise impede or delay permitting activity without valid legal cause will be immediately challenged. Such action would constitute a clear breach of the Village's obligations under the Agreement and could give rise to substantial claims for contractual damages, injunctive relief, and attorneys' fees, as expressly contemplated in Section 20 of the Agreement and Florida law. Shoma has relied on its vested rights and the Village's express contractual commitments to move forward in good faith with the development of this transformative project. Threats of termination or obstruction in the permitting process jeopardize the Village's credibility, undermine public-private collaboration, and expose the Village to substantial legal risk.

Shoma expressly reserves all rights, claims, and defenses under the Agreement, applicable Florida law, and at equity. Nothing in this letter shall be construed as a waiver of any such rights or as an admission of any fact or legal conclusion contained in the Village's Notice of Default. We respectfully request that the Village promptly withdraw the Notice of Default and confirm, in writing, that the Village intends to proceed accordingly.

As always, should you wish to discuss anything discussed in this correspondence, please feel free to reach out to me. Once again, Shoma is desirous of amicably moving forward with the Project and forging a lasting relationship with the Village.

Sincerely,

UTRERA LAW

/s/ *Christopher M. Utrera*
CHRISTOPHER M. UTRERA, ESQ.

cc: Client (via email)
Mario Garcia-Serra, Esq. (via email)
Tony Recio, Village Attorney (via email)

Enc.

CVFG@GR ?

North Bay Village
1666 Kennedy Causeway, 300
North Bay Village, FL 33141
Phone: 305/756-7171
Fax: 305/756-7722

Billed To: SHOMA NBV, LLC

Email:

MGarcia-serra@gunster.com

MShojaee@shomagroup.com

Account # : **SEE CODES**

ITEM DESCRIPTION	UNITS	PI
WKFHF - Workforce Housing Fee	1.00	493,:

TOTAL THIS INVOICE $493,500.00

1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

DATE : 3/6/2025 9:07 AM
OPER : RZ
TKBY : RZ
TERM : 2
REC# : 00091693

WKFHF WORKFORCE HOUSING FEES 493500.00
WORKFORCE HOUSING FEE - SHOMA NORTH BAY
WORKFORCE HOUSING FEES 493500.00
001-00-329-3297 -493500.00

Paid By:SHOMA NORTH BAY VILLAGE, LLC
2-CK 493500.00 REF:743

APPLIED 493500.00
TENDERED 493500.00

CHANGE 0.00

For questions, contact Finance Department at: 305/756-7171

REMIT TO:

North Bay Village
1666 Kennedy Causeway
North Bay Village, FL 33141

A copy of this invoice should accompany your check. Thank you!

1666 Kennedy Causeway, 3rd Floor
REC#: 00091693 3/6/2025 9:07 AM
TRAN: WKFHF WORKFORCE HOUSING FEES
OPER: RZ TERM: 2
TKBY : RZ

WORKFORCE HOUSING FEE - SHOMA NORTH BAY
WORKFORCE HOUSING FEES 493500.00
001-00-329-3297 -493500.00

Paid By:SHOMA NORTH BAY VILLAGE, LLC
2-CK 493500.00 REF:743

APPLIED 493500.00
TENDERED 493500.00

CHANGE 0.00

Page 1

TONY RECIO, PARTNER
trecio@wsh-law.com

March 18, 2025

Via email only (CMU@utreralaw.com)
Christopher M. Utrera, Esq.
Utrera Law
9250 SW 45 Terrace
Miami, FL 33165

Re: Reply to Shoma's Response to Village's Notice of Default of Development Agreement
1872 79th Street Causeway (the "Property")

Dear Mr. Utrera:

We are in receipt of your March 11, 2025 response to the Village's February 21, 2025 Notice of Default (the "Default Notice"). We appreciate Shoma's desire to move forward with a positive working relationship. This letter confirms that the default described in the Default Notice has been cured by Shoma's payment on March 6, 2025 of the $493,500 Workforce Housing Fee which was due on August 31, 2024. Notwithstanding the late payment and consistent with the terms of the Amended and Restated Development Agreement[1] (the "Development Agreement"), prior to the issuance of any building permit, Shoma owes $5,177,000, which represents the full amount of the Community Contribution Fee and Payment In Lieu of Workforce Housing Contribution (the "Bonus Fees") that are due under the Development Agreement.

We take this opportunity to provide additional context on the history of the Project's approval and the Bonus Fees.

Background

North Bay Village approved Shoma's South Kennedy Special Area Plan (the "SK SAP") and Site Plan on November 9, 2023.[2] The base density pursuant to the SK SAP is 70 units per acre. Shoma sought a bonus approval for a density of 120 units per acre as part of its site plan. When a density bonus is approved as was done here, certain contributions are

[1] Dated March 5, 2024, and recorded in Official Records Book 34126 at Page 673 of the Public Records of Miami-Dade County, Florida. Resolution No. 2023-144 approved the Development Agreement.
[2] The Special Area Plan was approved by Ordinance No. 2023-014 and the Site Plan was approved by Resolution No. 2023-143.

required.[3] To memorialize the bonus density and other commitments, Sec.8.13 of the ULDC requires the applicant to enter into a development agreement.

The ULDC required payment of a community contribution fee[4] and on-site provision of workforce housing (or a payment in lieu of workforce housing)[5] in order to qualify for the bonus density. In order to incentivize Shoma to more quickly proceed with building the Project, the Village and Shoma negotiated the Development Agreement to include reduced community contribution fee and workforce housing payments for the density bonus, provided specific milestones were reached by a certain date.

The bonus provision of the Development Agreement was discussed at the public hearing on November 9, 2023. Your client, who was well represented by respected and experienced land use counsel, acknowledged and accepted the incentive provision at the public hearing, which was incorporated into the final Development Agreement. Of note, at the time of approval, your client was (and remains) a sophisticated and experienced real estate developer with over 30 years of experience in the industry.[6] Your client knew and understood the risks of accepting the deadlines in the bonus conditions and proceeded in spite of those risks.

As you know, Sections 7(a) and 7(c) of the Development Agreement provide for a reduction of the amount due for the bonuses your client obtained as part of its development approvals. The reduction was expressly conditioned upon obtaining a shell building permit and commencing vertical construction of the Project by November 16, 2024. If the deadline was not met, the right to pay the reduced amount was forfeited, and your client was to pay the amount that would have otherwise been due had the Village Commission not offered the reduction as an incentive for Shoma to move quickly on the Project.

As we have stated previously, your client did not meet those conditions. It neither obtained a shell building permit nor commenced vertical construction of the approved Project by November 16, 2024. Your assertions to the contrary in your letter are unpersuasive.

[3] *See* Section 8.10.1 of the Village's Unified Land Development Code ("ULDC").
[4] Pursuant to Sec. 8.10.1.E of the ULDC and the Village's Master Fee Schedule, the community contribution fee is calculated at a rate of $20,000 for each of the 137 units approved over the base density of 70 units per acre.
[5] Per Sec. 8.10.1.B of the ULDC, to exceed 70 units per acre up to 120 units per acre, 5% of the approved number of units shall be Workforce Housing. Sec. 8.10.2 of the ULDC allows for a payment in lieu of providing the Workforce Housing on-site through application of a formula. At the time of the approval, that formula resulted in a total contribution of $4,794,000 for the 34 units of workforce housing that were required.
[6] *See* https://www.shomagroup.com/people/masoud-shojaee (Last visited March 17, 2025)("Over the past 36 years, Shoma has developed more than 10,000 homes and condominiums and more than one million square feet of retail and office space with $6 billion in completed real estate transactions.")

Shell Building Permit

The term "shell building permit" was used to define a milestone that would indicate construction was proceeding, while affording your client the maximum flexibility to pursue permitting in the most efficient manner. A "master building permit"[7] includes elements beyond the shell (*e.g.*, mechanical, electrical, plumbing, interior work for habitable residential spaces, etc.) and may optionally include additional work beyond that scope, such as providing for buildout of commercial space. A "shell building permit" means a building permit that allows for construction of the shell,[8] which refers to the building envelope, but excludes the partitions interior to that envelope. In other words, the shell is the construction and materials that define the boundary between the inside and outside of the building, just as a shell in nature refers to the structure that protects what is inside (*e.g.*, a mollusk or a seed) from what is outside. Thus, the requirement for a shell building permit is for a building permit that authorizes all of the parts of the building's shell: the floor or foundation, the walls, and the structural roof. As long as a permit provided for those components, it would have qualified as a shell building permit. The master permit application submitted by Shoma in December of 2023 met that definition. Any additional work over and above permit requirements that the permit application included was at Shoma's option. However, as explained further below, Shoma did not obtain issuance of the permit by the November 2024 deadline.

You argue that a foundation permit is sufficient to meet the requirement of a shell building permit. That is incorrect. The shell is the entire assembly of components, not simply one of them. A shell and a foundation are not the same thing; a foundation is insufficient to define the inside and the outside of a building. Indeed, the Development Agreement's definition of "Master Building Permit" is defined in reference to the shell of the principal building. Extrapolating your argument would suggest that a master building permit was obtained once Shoma obtained a foundation permit for the principal building. That is clearly not the case.

[7] In a further attempt to provide Shoma with maximum flexibility, the Development Agreement defines "master building permit" as a permit "for above-grade vertical construction of the shell of the principal building . . ."

[8] While the term "shell" is not defined in the Development Agreement, Black's Law Dictionary, or the Florida Building Code, Merriam-Webster defines a shell as (among other less relevant meanings):

1. a hard rigid usually largely calcareous covering or support of an animal
2. the hard or tough often thin outer covering of an egg (as of a bird or reptile)
3. the covering or outside part of a fruit or seed especially when hard or fibrous
4. shell material (as of mollusks or turtles) or their substance
5. a framework or exterior structure
6. an external case or outside covering

See Merriam-Webster Dictionary (2025)(https://www.merriam-webster.com/dictionary/shell#:~:text=%3A%20a%20framework%20or%20exterior%20structure,external%20case%20or%20outside%20covering) (last visited March 17, 2025).

Condition and Result

Your other argument maintains that the Development Agreement's reference to "any building permit" as a descriptor of the timing of the resulting payments due is somehow inconsistent with the preceding condition requiring the permit and vertical construction prior to a certain date. This is simply an attempt to confuse the record and create an ambiguity that does not exist.

Simply put, there is no ambiguity in the provisions of Sec. 7.a. (relating to the Community Contribution Fee) or 7.c. (relating to the Workforce Housing Payment in Lieu). Each provision provides a condition and a result (*i.e.*, if x, then y). Consider the language:

> If by November 16, 2024, a shell building permit has not been obtained and vertical construction of the Project has not commenced, then [insert requirement for each of the Bonus Fees] . . . prior to obtaining any building permit on the Property.

The condition requires a shell building permit and the start of vertical construction prior to a specific date, November 16, 2024. The result requires the payment (or provision of workforce housing) prior to any building permit. This result is dependent on the condition. In other words, it is never given effect if the condition is met.

Stated differently, there are two separate scenarios described by the condition:

- Scenario #1 Condition: A shell building permit is obtained and vertical construction commences by November 16, 2024.
  - Result: No further payment is due. The requirements to finalize the reduction in Bonus Fees granted by the Village Commission were met. Your client pays no more in Bonus Fees.

- Scenario #2 Condition: A shell building permit is not obtained and vertical construction does not commence by November 16, 2024.
  - Result: The reductions granted by the Village Commission are lost and the entirety of the Community Contribution Fee and Workforce Housing Fee become due prior to a new milestone: the issuance of any building permit.

The fact that the milestone is identified as "any building permit" is logical because the result is triggered only in the event that the shell building permit is <u>not</u> timely obtained. Necessarily, that means that the developer will still have to pull a shell building permit, only it will have to occur ***<u>after</u>*** November 16, 2025. Thus "any building permit" can include a shell building permit. No purpose of the agreement is frustrated thereby.

We appreciate the lesson in contractual interpretation and the citations. They do not support your position. As you no doubt understand from the above, the plain meaning of the language supports the Village's position.

At the risk of putting too fine a point on the matter, the plain meaning of a shell is the outer portion of the building that encloses, and forms a barrier and delineation between, the *inside* of the building and the very *outside* that surrounds it. A building permit that includes that much of any building or component structure on the Property would have been sufficient to meet the condition. Had that requirement been met by November 16, 2025, your client would have no issue. But it was not met by the deadline, and indeed has not yet been met four months after the deadline. Shoma owes the full amount of the Bonus Fees, of which $5,177,000 remains to be paid.

Delays in Permitting

As a final matter, your client submitted for a master building permit on December 19, 2023. It elected to include all project components under one permit. As with any permit application, review comments were provided and Shoma's design professionals responded to the comments by subsequent submission. Four cycles of reviews and resubmittals resulted in review comments issued by the Village on July 12, 2024. Responses to those comments were not submitted by your client prior to the November 16, 2024 deadline. In fact, responses to those comments were not submitted until November 21, 2024, after the deadline. Village staff reviewed the plans, approved some disciplines, and issued comments on disciplines not approved a mere four days later. To suggest the Village's response time was responsible for your client's delay is not supported in fact.

With respect to WASD and DERM approvals, the water and sewer moratorium affecting the Village's main pump station, the one associated with your property, was lifted on February 16, 2023. That was approximately ten months *before* Shoma *submitted* an application to seek a building permit for vertical construction. Having been resolved prior to Shoma's submittal, the moratorium could not have affected the building permit.

Unless you can demonstrate that the Village's paperwork concerning their utility was the sole reason for your delay beyond November 16, 2024, there is no basis to your additional concerns regarding delays that you raised. The Village timely provided documentation as requested, and promptly corrected any errors in the information, which your client, with his ample experience, can attest occurs from time to time in government administration. While the Village endeavors to be as perfect as possible, mistakes can and do happen.

Moreover, considering the six-month delay in the $493,500 Payment in Lieu of Workforce contribution despite repeated responses essentially saying "the check is in the

mail," and the media reporting about the Shoma principal's alleged loan defaults[9], it is reasonable to infer that your client's other financial concerns were a potential contributing cause to the delay in permitting. This would, of course, be readily identifiable in the discovery phase, should this matter go into litigation. In any event, it is certainly curious that the payment due to the Village and your letter materialized right after the well-publicized sale of Shoma's Bird Road assemblage for the reported amount of $35MM.[10]

In the end, your client did not hold up its end of the deal. Shoma committed to an obligation and did not meet it. Your attempt to alter the terms of that obligation is as flawed as your attempt to shift the blame for your delay to the Village, when it is fairly obvious other factors were at play.

If your client truly wants to turn the page and move on, perhaps with a reduction of the amount owed, we suggest it approach the Village by accepting the clear obligation and asking the Village Commission for help. While we cannot promise they will approve any assistance or modifications to the Agreement, we are confident they will listen and consider a petition made with humility and respect for their office and their intelligence.

Very truly yours,

Tony Recio

TR/ms
3749019-13
cc: Mayor and Commission
Frank Rollason, Village Manager
Haydee Sera, Village Attorney
Mario Garcia-Serra, Esq., Gunster, Yoakley & Stewart, P.A., Zoning Counsel for Shoma (*mgarcia-serra@gunster.com*)

[9] *See* e.g. https://therealdeal.com/miami/2025/01/09/lender-sues-shomas-masoud-shojaee-over-alleged-8m-mortgage/ and https://therealdeal.com/miami/2024/12/13/lender-sues-masoud-and-stephanie-shojaee-over-11m-debt/ (last visited March 17, 2025)

[10] *See* https://www.bisnow.com/south-florida/news/mixed-use/shoma-group-sells-coral-gables-development-site-to-13th-floor-investments-for-slim-profit-128386 (last visited March 17, 2025)

From:	Frank Rollason
To:	Alba L. Chang, CMC
Cc:	Haydee Sera
Subject:	FW: PRIVILEGED SETTLEMENT COMMUNICATION - Shoma North Bay Village
Date:	Friday, April 25, 2025 8:03:00 AM
Attachments:	image001.png image002.png image003.png image004.png

Alba, please place a copy of the below email attached to my cover memo for this DISCUSSION ITEM on the 5/20/25 Commission Meeting, thanks, Frank.

From: Frank Rollason
Sent: Friday, April 25, 2025 8:00 AM
To: Commissioners <commissioners@nbvillage.com>
Cc: Haydee Sera <HSera@wsh-law.com>; Alba L. Chang, CMC <villageclerk@nbvillage.com>; Leonardo Cosio <lcosio@nbvillage.com>; Gabriella Russitano <GRussitano@nbvillage.com>
Subject: PRIVILEGED SETTLEMENT COMMUNICATION - Shoma North Bay Village

Good morning, All. Below please see "Final Shoma Offer" as a result of the negotiations Haydee and I had with Shoma attorneys on 4/17/25 at the Direction of the Commission on 4/15/25. I will place a Discussion Item on this issue on the 5/20/25 Commission meeting, Frank.

From: Haydee S. Sera <HSera@wsh-law.com>
Sent: Tuesday, April 22, 2025 7:07 PM
To: Frank Rollason <VillageManager@nbvillage.com>
Subject: Fw: [ALERT External Email] PRIVILEGED SETTLEMENT COMMUNICATION - Shoma North Bay Village

Frank: for discussion.

Get Outlook for iOS

From: Haydee S. Sera
Sent: Monday, April 21, 2025 6:27:33 PM
To: Christopher Utrera <CMU@UtreraLaw.com>; Tony Recio <TRecio@wsh-law.com>
Cc: Mario Garcia-Serra <MGarcia-Serra@gunster.com>
Subject: RE: PRIVILEGED SETTLEMENT COMMUNICATION - Shoma North Bay Village

Chris, Mario: Thanks for the update. We will communicate with our client and get back to you.
HAYDEE S.

SERA

PARTNER

WEISS SEROTA
HELFMAN COLE + BIERMAN

2800 Ponce de Leon Blvd., Suite 1200 | Coral Gables, FL 33134
P: (305) 854-0800 E: hsera@wsh-law.com Bio | wsh-law.com | vCards

THINK BEFORE YOU PRINT
This message, together with any attachments, is intended only for the addressee. It may contain information which is legally privileged, confidential and exempt from disclosure. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, use, or any action or reliance on this communication is strictly prohibited. If you have received this e-mail in error, please notify the sender immediately by telephone or by return e-mail and delete the message, along with any attachments.

Pursuant to the Fair Debt Collection Practices Act, this communication is from a debt collector. Any information obtained will be used for the purpose of collecting a debt.

From: Christopher Utrera <CMU@UtreraLaw.com>
Sent: Sunday, April 20, 2025 9:50 AM
To: Haydee S. Sera <HSera@wsh-law.com>; Tony Recio <TRecio@wsh-law.com>
Cc: Mario Garcia-Serra <MGarcia-Serra@gunster.com>
Subject: PRIVILEGED SETTLEMENT COMMUNICATION - Shoma North Bay Village

Haydee and Tony, thank you for meeting with us to discuss the Shoma North Bay Village project. Please allow this to serve as a privileged, settlement communication.

As is clear, all parties want this project to move forward in an efficient and amicable manner. We are at a critical juncture, as Shoma is in the process of working on its design with Publix, and this uncertainty could hinder the effort to get the Publix done at Shoma North Bay Village. To that extent, and as requested, below is what Shoma is willing to offer to the Village to move beyond this stage we are in, while still making the project economically feasible for all involved.

Shoma proposes as follows:

- The master building permit is to be pulled and issued by the Village by May 30th. We need to include a provision for an extension of time for any permitting delays that are outside of the control of Shoma.
    - At that time, the $871,000 building permit fee will be paid by Shoma.
    - At that time, the $400,000 Village Hall Contribution Fee will be paid (Section 7.d of the Development Agreement) by Shoma.
    - There are additional permit fees for civil work that remain to be paid in the approximate amount of $1.77 million. These fees are for public works permits (not

the master building permit), and will be paid when the separate public works permit is pulled (this is pulled after the master building permit). This is likely to occur within ninety (90) days of the master building permit being issued. When pulled, this approximate $1.77 million will be paid.

- By no later than May 30, 2026, Shoma shall make a $500,000 payment to the Village.
- By no later than May 30, 2027, Shoma will make a second payment of $500,000 to the Village.
    - These two payments totaling $1 million can be allocated as the Village sees fit.
- No additional payments for the Community Contribution Fee (Section 7.a of Development Agreement) or Payment in Lieu of Workforce Housing (Section 7.d of Development Agreement) will be required by the Village.

Please discuss this proposal with all members of the Commission as soon as possible. Again, this is being sent solely to counsel as a privileged, settlement communication. Thank you and Happy Easter.

———

Christopher M. Utrera, Esq.
Board Certified Construction Attorney
Utrera Law
(786) 543-2364
cmu@utreralaw.com

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WEISS SEROTA
HELFMAN COLE + BIERMAN

HAYDEE SERA, PARTNER
HSera@wsh-law.com

May 30, 2025

Via email only
CMU@utreralaw.com
Christopher M. Utrera, Esq.
Utrera Law
9250 SW 45 Terrace
Miami, FL 33165

Via email only
mgarcia-serra@gunster.com
Mario Garcia-Serra, Esq.
Gunster, Yoakley & Stewart, P.A.
600 Brickell Avenue, Suite 3500
Miami, FL 33131

Re: Development Agreement
1872 79th Street Causeway (the "Property")

PRIVILEGED SETTLEMENT COMMUNICATION

Dear Mssrs. Utrera and Garcia-Serra:

This letter is in follow up to our prior communications regarding the Development Agreement related to the Property.[1] On May 20, 2025, the North Bay Village Commission discussed the status of the Development Agreement and directed staff to convey an offer to Shoma related to the Development Agreement. We request your response to this correspondence by Wednesday, June 4, 2025.

As we have previously discussed, Sections 7(a) and 7(c) of the Development Agreement provide for a substantial reduction to certain development fees and contributions so long as a shell building permit was obtained and vertical construction of the Project commenced by November 16, 2024. Neither of those occurred, so the reduction was lost. The resulting balances of those fees are now due prior to issuance of any building permit on the Property, as follows:

1. Community Contribution Fee of $1,370,000 (for a total Community Contribution Fee of $2,740,000)
2. Payment in Lieu of Workforce Housing of $3,807,000 or entering into the required agreement to provide 34 workforce housing dwelling units on the property.

To date, no further building permits have been issued for the Property. In an effort to see the approved Project come to fruition and maintain development incentives for expedited

[1] References to the Development Agreement means the agreement dated March 5, 2024, between the Village and Shoma North Bay Village, LLC ("Shoma"), which was recorded on March 8, 2024 in the official records of Miami-Dade County, Florida at Official Records Book 34126 at Page 673.

construction, the Village Commission has offered to amend the Development Agreement to provide that the payments now due pursuant to Sections 7(a) and 7(c) of the Development Agreement be reduced to a total of $1,500,000. This offer is conditioned upon Shoma confirming and providing evidence satisfactory to the Village that it has 1) obtained a construction loan for the Project and 2) a current agreement with Publix for inclusion of a Publix grocery store on the Property. Accordingly, any amendment to the Development Agreement to effectuate the terms of this offer would require these two preconditions be demonstrated to the satisfaction of the Village Commission prior to their approval.

If this offer is amenable to Shoma, we can further discuss the payment schedule for the $1,500,000, which the Village anticipates would be similar to the scheduled suggested by you via email on April 20, 2025.

As noted above, we request your response by Wednesday, June 4, 2025. Please note that the Village Commission may once again consider the status of the Development Agreement at its next meeting on June 17, 2025.

Should you have any questions or concerns, please do not hesitate to contact me at 305-854-0800 or hsera@wsh-law.com.

Sincerely,



Haydee Sera
Village Attorney

cc: Frank Rollason, Village Manager
Tony Recio, Village Attorney
Mayor and Commission

UTRERA LAW

CHRISTOPHER M. UTRERA, ESQ.
cmu@utreralaw.com

June 3, 2025

PRIVILEGED SETTLEMENT COMMUNICATION

VIA EMAIL

Ms. Haydee Sera, Esq.
North Bay Village Attorney
Weiss Serota Helfman Cole + Bierman
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134
Hsera@wsh-law.com

Re: 1872 79th Street Causeway / Shoma Bay

Dear Ms. Sera,

As you are aware, Utrera Law has the pleasure of representing Shoma North Bay Village, LLC ("Shoma" or "Developer") as it pertains to the development of the property located at 1879 79th Street Causeway (the "Project"). Please allow this to serve as a response to your May 30, 2025 privileged settlement communication ("Settlement Offer").

To begin, Shoma is appreciative of the Village's attempt to seek a potential resolution to the stalemate the Parties were facing. With that being said, Shoma is in general accordance with the terms of the Settlement Offer, as further provided below.

The Village's first proffered term is a reduced payment of $1,500,000.00 by Shoma for the payments allegedly due in accordance with Sections 7(a) and 7(c) of the Development Agreement. While Shoma maintains the position it has long stood by, Shoma is in agreement with this payment amount. The total shall be paid as follows: $750,000.00 being paid one year after the issuance of the Master Building Permit, and the remaining $750,000.00 to be paid upon issuance of the final certificate of occupancy for the Project.

As to the Village's second request, Shoma can represent it has obtained lending commitments from a lender for the construction of the Project. Loan documents cannot be provided

for a multitude of reasons, including confidentiality/sensitive business record concerns, as well as the simple fact that the construction loan will close once Shoma is confident it can move forward amicably with the Village towards further construction.

The Village's third request was that Shoma provide some sort of assurance that there is a true intention to have a Publix grocery store at the Project. Shoma recorded a Memorandum of Lease on November 9, 2023, in the Official Records of Miami-Dade County, Florida, Book 33963, Page 1336. A copy of the Memorandum of Lease is enclosed herein for your review. There is no better evidence of the potential inclusion of a Publix grocery store at the Project than the recorded Memorandum of Lease executed by both Shoma and Publix.

We anticipate the information and assurances provided herein satisfy the Village's concerns/requests, and the Parties can move forward in an amicable fashion. Please contact me in advance of the next Village Commission meeting scheduled for June 17, 2025 to discuss whether that is the case.

Please note, Shoma expressly reserves all rights, claims, and defenses under the Development Agreement, applicable Florida and Federal law, and at equity. Nothing in this letter shall be construed as a waiver of any such rights or as an admission of any fact or legal conclusion.

Sincerely,

UTRERA LAW

CHRISTOPHER M. UTRERA, ESQ.

cc: Client (via email)
Mario Garcia-Serra, Esq. (via email)
Tony Recio, Village Attorney (via email)

CFN: 20230808730 BOOK 33963 PAGE 1336
DATE:11/09/2023 03:36:52 PM
DEED DOC 0.60
SURTAX 0.45
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

This instrument prepared by
(and after recording return to):
Walter E. Engle, III
PUBLIX SUPER MARKETS, INC.
P. O. Box 0407
Lakeland, FL 33802-0407

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into as of the 2nd day of October, 2023, by and between **SHOMA NORTH BAY VILLAGE, LLC**, a Delaware limited liability company (hereinafter referred to as "Landlord") and **PUBLIX SUPER MARKETS, INC.**, a Florida corporation (hereinafter referred to as "Tenant"), with reference to the following facts:

A. Landlord and Tenant have entered into a certain lease agreement (hereinafter referred to as the "Lease") of even date herewith; and

B. Landlord and Tenant desire to enter into this Memorandum of Lease to set forth certain terms and conditions of the Lease.

NOW, THEREFORE, for and in consideration of the sum of One and No/100 Dollars ($1.00) in hand paid by Landlord and Tenant, each to the other, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, hereby set forth the following information with respect to the Lease:

1. **Landlord.** The name and address of Landlord are as follows:

Shoma North Bay Village, LLC
201 Sevilla Avenue, Suite 300
Coral Gables, Florida 33134
Attn.: Masoud Shojaee

2. **Tenant**. The name and address of Tenant are as follows:

Publix Super Markets, Inc.
Real Estate
3300 Publix Corporate Parkway
Lakeland, Florida 33811
ATTN: Vice President of Real Estate Strategy

3. **Date of Lease.** The Lease is dated as of the 2nd day of October, 2023.

4. **Commencement Date.** The Commencement Date shall be the date which is forty-five (45) days after the date on which construction of the Project Improvements shall have been completed as contemplated by Paragraph 7.07(a) of the Lease, entitled "Completion of Construction of the Project Improvements;" provided, however, if the date on which construction of the Project Improvements shall have been completed occurs during the period commencing on November 1 and ending January 2, then the Commencement Date shall be extended to February 16; and further provided, if Tenant elects to open the

Premises for business with the public prior to a date on which the Commencement Date would occur pursuant to this Paragraph, then the Commencement Date shall be deemed to have occurred effective as of the date Tenant opens the Premises for business with the public.

5. Term. The term of the Lease shall consist of the following:

(a) Initial Period. An initial period of twenty (20) years beginning on the Commencement Date and ending twenty (20) years from the first day of the calendar month immediately succeeding the Commencement Date; and

(b) Extension Periods. Tenant may, at its option, extend the Term beyond the initial period of twenty (20) years for eight (8) successive periods of five (5) years each upon the same terms and conditions contained in the Lease.

6. Premises. The Premises consist of: (i) a Storeroom containing 34,244 square feet of interior ground floor area; (ii) the Supplemental Storeroom containing 1,803 square feet of interior ground floor area, (iii) the Sidewalk Area, and (iv) the Service Area, which Premises are substantially depicted and so designated and outlined in red on the Site Plan (defined below).

7 Project Tract. That certain tract of real property, as depicted on the Site Plan, and being more particularly described in **Exhibit "B"** attached hereto and incorporated herein

8. Project. The Project shall consist of the Project Tract and those buildings and Common Area improvements constructed from time to time on the Project Tract as such buildings and Common Area improvements are depicted on the Site Plan. The Project shall at all times during the Term be known as Shoma Bay.

9. Site Plan. That certain Site Plan which is attached as Exhibit "A" to the Lease, and attached as Exhibit "A" to this Memorandum and by reference thereto incorporated herein.

10. Site Plan Requirements. Paragraph 7.03 of the Lease establishes certain requirements for conformity to the Site Plan, and rights of Tenant, which Paragraph 7.03 is hereinafter reprinted.

7.03 Site Plan.

(a) Project Tract. Except as otherwise provided in this Lease, the Project shall be constructed in conformity with the Site Plan. Landlord shall not modify, amend, or change the Site Plan at any time after the Effective Date without Tenant executing an instrument in the form described in Paragraph 39.07, entitled "Entire Agreement."

(b) Parking Areas; Access. Subject to the terms and provisions of Article 24 of this Lease, entitled "Eminent Domain": (i) the provisions of Paragraph 7.03(a) of this Lease, entitled "Project Tract," to the contrary notwithstanding, to the extent depicted on the Site Plan or otherwise required by this Lease, Landlord shall neither reduce the number, nor change the size (or location and layout on Levels 2 and 3) of parking spaces within the Common Area, nor diminish the service level (i.e. full service, right-in/right-out, etc.) of entrances or exits to and from the Project, nor reduce the size of or relocate entrances or exits to and from the Project, nor consent to the partial or total decommissioning or removal of any traffic signals located at the entrances or exits to and from the Project, nor consent to the relocation or elimination of any median breaks or turn lanes

serving the entrances or exits to and from the Project, without Tenant's consent in each instance, which consent may be withheld in Tenant's sole discretion (provided, however, that Tenant shall not unreasonably withhold or delay its consent if the changes or alterations are required by the applicable governmental authorities or are attributed to modifications requested by Tenant and approved by Landlord), and Landlord and Tenant executing an instrument in the form described in Paragraph 39.07, entitled "Entire Agreement," for the purpose of manifesting such consent; and (ii) the Parking Garage shall at all times contain not less than seven hundred forty-six (746) parking spaces. The Publix Parking shall at all times contain not less than One Hundred Thirty (130) parking spaces (each having a minimum width of ten [10] feet). Level 4 of the Parking Garage shall be allocated to the occupants, employees and customers of the additional retail space (other than the Premises). There shall be not less than eighty (80) parking spaces of the Parking Garage allocated to the occupants, employees, and customers of the additional retail space (other than the Premises). The Levels of the Parking Garage allocated to the occupants, employees and visitors of the Residential Tower shall be above Level 4 of the Parking Garage.

11. Alterations. Article 8 of the Lease establishes certain requirements and restrictions in respect to alterations of the Project and the Premises, which Article 8 is hereinafter reprinted.

8. ALTERATIONS BY TENANT

8.01 Structural. Subject to the terms and provisions of Article 7 of this Lease, entitled "Construction of Improvements," Tenant shall not make structural changes or alterations to the Premises without the prior written consent of Landlord, which Landlord may withhold its approval at its sole discretion. All work done in connection with such changes or alterations shall be done at Tenant's sole cost and expense in a good and workmanlike manner and in compliance with any applicable building code, law, ordinance, rule, or regulation of any governmental authority having jurisdiction over the Project. Upon request by Tenant, Landlord shall execute all instruments necessary to obtain licenses and permits to make such alterations from the applicable governmental authorities, provided Landlord shall not incur any expense, cost or obligation in respect thereto. Upon written request by Landlord, Tenant shall deliver to Landlord a copy of the plans and specifications utilized by Tenant with respect to any structural changes or alterations to the Premises.

8.02 Nonstructural. Tenant may, at its own cost and expense, without the prior approval or consent of Landlord, make nonstructural changes to the Premises, including but not limited to, exterior building signage, exterior cameras, the mechanical system, the electrical system, HVAC, installation of fixtures and equipment, painting, papering, or changing floor coverings, provided that the structural integrity of the building of which the Premises is a part shall not be adversely affected or diminished. All work done in connection with such changes shall be done at Tenant's sole cost and expense in a good and workmanlike manner and in compliance with any applicable building code, law, ordinance, rule, or regulation of any government authority having jurisdiction over the Project Tract. Other than Tenant's signage on the exterior of the Premises, which may conform to Tenant's standard design, colors and materials, any changes or alterations made by Tenant to the exterior appearance of the Premises shall be harmonious with the Project Tract in terms of architectural appearance, design, and color and type and quality of materials, and other than changes to Tenant's signage, Tenant shall obtain the written consent of Landlord, which Landlord may withhold in Landlord's sole discretion, prior to making any material changes or alterations to the exterior appearance of the Premises (or any portion thereof) that are inconsistent

with the Project Tract in terms of architectural appearance, design, and color and type and quality of materials.

8.03 Government Mandated Alterations. Any addition, alteration, improvement or rebuilding, structural or otherwise, to or of the Project (including the Premises) or any part thereof which Landlord is required to repair as provided in Paragraph 9.02 of this Lease, entitled "Landlord Repairs," as well as elevators serving the Storeroom, which may be required by reason of any building code, law, ordinance, rule, or regulation promulgated by competent governmental authority shall be immediately made by and at the cost and expense of Landlord. Any addition, alteration, improvement or rebuilding, structural or otherwise, to or of the Premises or any part thereof which Tenant is required to repair as provided in Paragraph 9.01 of this Lease, entitled "Tenant Repairs," which may be required by reason of any building code, law, ordinance, rule, or regulation promulgated by competent governmental authority shall be immediately made by and at the cost and expense of Tenant. Tenant shall assume the cost of any addition, alteration, improvement or rebuilding that is required because of Tenant's change in use of the Premises. Any addition, alteration, improvement, or rebuilding required pursuant to this Paragraph 8.03 shall be performed in accordance with plans and specifications approved by Tenant, which approval shall not be unreasonably withheld, and shall otherwise be constructed in accordance with the terms and provisions of Article 7 of this Lease, entitled "Construction of Improvements."

12. Exclusive Uses. Article 16 of the Lease establishes certain exclusive use rights and prohibited use in respect to the Project, which Article 16 is hereinafter reprinted.

16. USE

16.01 Permitted Uses. Tenant shall have the right to use and occupy the Premises for any lawful purpose, except those uses described in Paragraphs 16.03(a) and 16.03(b)(i) and (ii) of this Lease.

16.02 Exclusive Uses.

(a) Exclusive Uses. Landlord covenants and agrees that during the Term, Tenant shall have the exclusive right within the Project Tract, either directly or indirectly via remote distribution (e.g., ordering, processing, or delivery by internet, mail order, etc.), to:

- *(i) Engage in the retail sale of groceries.*
- *(ii) Operate a grocery supermarket, bakery, delicatessen, and/or fish market.*
- *(iii) Sell or distribute drugs or other products which are required by law to be dispensed by a licensed pharmacist (or similar health care practitioner authorized by law), even though such pharmacist or health care practitioner may not be required to be present for delivery of such products.*
- *(iv) Engage in retail sales of items of food for "off-premises" consumption.*
- *(v) Engage in retail sales of beer and wine for "off-premises" consumption.*
- *(vi) Engage in retail sales of distilled spirits and other alcoholic beverages for "off-premises" consumption (i.e., a liquor store).*

(vii) Engage in the sale of other products typically offered for sale in a grocery supermarket.

(b) Exceptions to Exclusive Uses. The terms and provisions of Paragraph 16.02(a) of this Lease, entitled "Exclusive Uses", to the contrary notwithstanding, occupants of the Project, as well as occupants of Adjacent Property which may otherwise be restricted pursuant to the terms and provisions of Article 18 of this Lease, entitled "Adjacent Property Restrictions," shall not be prohibited from engaging in the following (provided the operation of any such uses does not in any way prevent or impede, through any law, statute, code or ordinance, any use right Tenant may have in the Project):

(i) a sit down restaurant offering prepared ready-to-eat food items for consumption either on or off the premises;

(ii) a "quick serve" or "fast casual" restaurant, serving prepared ready to eat food items for consumption on or off the premises (quick serve restaurants such as McDonald's, Wendy's, Chick-fil-A or Burger King; but such use shall not include a "play place" or other equipment for children with a playground atmosphere; and fast casual restaurants such as Chipotle, Moe's, Panda Express or Zoe's Kitchen);

(iii) a delicatessen or sandwich shop type restaurant (but not a bakery) which offers take out service as an incidental part of its restaurant operation, provided that at least seventy percent (70%) of the Leasable Floor Area of such restaurant (exclusive of kitchen or food preparation area) is utilized for seated dining purposes;

(iv) a health food store or nutrition center, provided that the Leasable Floor Area of such health food store or nutrition center shall not exceed 1,600 square feet, ice cream parlor or frozen yogurt store, franchise doughnut shop (equivalent to a Dunkin' Donut or Krispy Kreme operation), bagel shop, candy store, or a pickup or delivery outlet (such as pizza or Chinese delivery), all of which may offer the sale of food items for consumption on or off the premises;

(v) a combination gas station and convenience food store operation, provided that the Leasable Floor Area devoted to the sale of food and beverage products shall not exceed 1,500 square feet, which area shall include one-half (½) of the Leasable Floor Area of aisle space adjacent to the display area of such products; PROVIDED, HOWEVER, the foregoing exception shall not permit a gas station/convenience food store that is owned by, operated by or controlled by another grocery supermarket entity or general merchandise retailer that also operates grocery supermarkets (such as Walmart or Amazon), such entity's parent company or its subsidiaries or affiliates, and which gas station and convenience store operation is identified on the premises with such grocery supermarket name or the name under which such general merchandise retailer operates its grocery supermarkets within the State in which the Premises is located;

(vi) a coffee shop (similar to a Caribou Coffee or Starbucks operation), provided such coffee shop is primarily engaged in the retail sale of: coffee-, espresso-, and tea-based drinks by the cup; coffee beans, teas, and spices by the pound; coffee-, espresso-, and tea-related equipment, supplies, and accessories; and the sale of other items made available in the ordinary course of a coffee shop business, including, but not limited to, the sale of assorted food items, provided the display of

such food items shall not exceed the lesser of (i) 400 square feet of Leasable Floor Area, or (ii) 40% of the Leasable Floor Area of the coffee shop premises;

(vii) as to the exclusive uses set forth in Paragraphs 16.02(a)(i) and 16.02(a)(vii) only, the retail sale of groceries and other products typically sold in a grocery supermarket (but not perishable goods typically sold in a grocery supermarket, "perishable goods" meaning any goods or products that require storage or display below room temperature to maintain freshness and avoid degrading of quality) by any tenant or occupant of premises within the Project (other than Tenant, an entity in which Tenant owns a legal or beneficial interest, or an entity which owns a legal or beneficial interest in Tenant), but only to the extent the sale of such groceries and other products typically sold in a grocery supermarket: (a) constitute not more than an aggregate of ten percent (10%) of the dollar amount of gross sales volume of any such tenant, and (b) the Leasable Floor Area of any such premises devoted to the sale thereof shall not exceed the lesser of: (i) ten percent (10%) of the Leasable Floor Area of such premises devoted to retail sales area (as opposed to office, storage, or other uses); or (ii) two hundred (200) square feet, which area shall include one-half (½) of the Leasable Floor Area of aisle space adjacent to the display area of such products;

(viii) the dispensing of drugs or other products to patients by a medical office in the course of treatment by licensed physicians as a normal part of their medical practice, so long as such drugs or other products are not dispensed for a fee or remuneration of any kind, whether directly or indirectly;

(ix) the sale of food, beverage (including beer, wine and spirits) in connection with the operation of restaurant(s) in the areas where the proposed food hall is contemplated within the Project (and other restaurant(s) to the extent such other restaurant(s) are otherwise allowed pursuant to the terms of this Lease); or

(x) the sale of prepared food, beverage (including beer, wine and spirits) for on-premises consumption in connection with the operation of a food hall within the Project.

16.03 Prohibited Uses.

(a) Unlawful or Nuisance Use. Tenant hereby covenants and agrees that it will not use the Premises for any unlawful purpose, including any use which would constitute an unlawful nuisance to adjoining tenants in the Project. For purposes of this Lease, legal nuisance shall be deemed not to include any odors, sounds or lights emanating from the Premises or associated with the operation of the Premises which are common to the operation of a full service grocery supermarket, provided, however, that given the mixed-use aspect of the Project, Tenant will cooperate with Landlord, at no cost to Tenant, to mitigate and minimize such odors, sounds and lights, including but not limited to venting, removal of garbage on a regular schedule, and performing repairs, modifications and maintenance within regularly scheduled times (other than in the event of emergency); provided, however, any such mitigation shall not require Tenant to cease any activity that is common to a full service grocery supermarket or common to Tenant's other store locations in the Miami-Dade County, Florida area, or in any way alter its operation of its full service grocery supermarket (including, but not limited to, any modification of hours of operation or hours of delivery, which may be at night); and further provided that Landlord shall be responsible for the

cost and expense of any upgrades or modifications to the Premises or Tenant's standard equipment.

(b) Specific Prohibited Uses. Landlord hereby covenants and agrees that no other premises in the Project or Adjacent Property which may otherwise be restricted pursuant to the terms and provisions of Paragraph 18.01 of this Lease, entitled "Adjacent Property Restrictions," shall be used for the following "prohibited uses":

(i) any unlawful purpose, or in any way which would constitute a legal nuisance to adjoining tenants in the Project; dry cleaning plant; adult entertainment facility; massage parlor; adult book store; a so-called "head shop;" tattoo or piercing parlor; a gaming, gambling, betting or game of chance business (exclusive of the sale of lottery tickets); any federal, state or municipal tenant, or agency, affiliate or related entity thereof; business whose primary service is check cashing (such as Amscot, Advance America, Cash Advance Centers, Moneytree, etc.);

(ii) cinema or theater; skating rink; bowling alley; discotheque; dance hall; nightclub; amusement gallery; pool room; health spa; gymnasium or fitness center (other than a gym or fitness center associated with, or located inside, the Residential Tower for the use of residents and their guests); pin ball or electronic game room; funeral parlor; flea market; bingo parlor; cafeteria; sale, rental, lease, or repair or maintenance of automobiles, trucks, other motorized vehicles, or trailers; car wash; billboard; cell phone tower; pawn shop; driving school; the sale of fireworks; variety-type or price point store (drug store, "dollar" store, "five and dime," such as Walgreen's, CVS, Dollar Tree, Dollar General, Family Dollar, Big Lots); sub shop (such as Subway, Quizno's, Firehouse, or Jimmy John's); or wholesale clubs (such as Costco, BJ's, Sam's Club); or

(iii) any use whatsoever that is owned, operated or controlled by (or sells from its premises the branded, "store brand" or "private label" merchandise of) another grocery supermarket entity or general merchandise retailer that also operates grocery supermarkets (such as Walmart, Amazon, Kroger, Whole Foods, Winn Dixie, Wegman's, etc.), such entity's parent company or its subsidiaries or affiliates, and which use is identified on the premises with such grocery supermarket name, the name under which such general merchandise retailer operates its grocery supermarkets within the State in which the Premises is located, or a name that is generally associated with such grocery supermarket (provided, however, Landlord shall not be in violation of this provision if such entity acquires a tenant in the Project under a lease that was entered into prior to the date of acquisition).

(c) Prohibited Uses Based on Proximity to Storeroom. No premises in the Project or Adjacent Property which may otherwise be restricted pursuant to the terms and provisions of Paragraph 18.01 of this Lease, entitled "Adjacent Property Restrictions," located within 500 feet of the Storeroom (which distance shall be measured from the Storeroom demising wall nearest said other premises to the demising wall of said other premises nearest the Storeroom) shall be used for a day care center (including any "drop-in" or other child care facility). Except for restaurant(s) and/or the food hall concept set forth in Paragraphs 16.02(b)(ix) and 16.02(b)(x) located within the Project, consisting of a maximum of an aggregate of 15,233 square feet of Leasable Floor Area (with 12,504 square feet of Leasable Floor Area in the food hall area, and 2,729 square feet of Leasable Floor Area in the other retail area located on the same Level as the Premises), no other

restaurant and/or cocktail lounge, regardless of concept or parking intensive nature, shall be located within the Project.

16.04 Covenant Running With the Land. Landlord covenants and agrees that all leases entered into between Landlord and other tenants within the Project shall prohibit such other tenants from violating the exclusive use rights and prohibited use restrictions set forth in Paragraphs 16.02, 16.03(b) and 16.03(c) of this Lease, entitled "Exclusive Uses," "Specific Prohibited Uses," and "Prohibited Uses Based on Proximity to Storeroom," respectively, for and during the Term. Landlord hereby covenants and agrees that if Landlord sells, transfers, or conveys all or any portion of the Project or Adjacent Property which may otherwise be restricted pursuant to the terms and provisions of Paragraph 18.01 of this Lease, entitled "Adjacent Property Restrictions," the exclusive use rights and prohibited use restrictions set forth in said Paragraphs 16.02, 16.03(b), and 16.03(c) hereof shall be deemed to constitute a covenant running with title to such sold, transferred or conveyed portion of the Project or Adjacent Property which may otherwise be restricted pursuant to the terms and provisions of Paragraph 18.01 of this Lease, entitled "Adjacent Property Restrictions," which covenant shall remain in full force and effect and be binding upon the successors in title to Landlord for and during the Term. The covenants, restrictions and exclusive use rights set forth in this Article 16 shall remain in full force and effect until the earlier of: (i) expiration of the Term of this Lease; (ii) termination of this Lease prior to the expiration of the Term as herein permitted, unless agreed by Landlord and Tenant that the covenants, restrictions and exclusive use rights are to survive such termination; or (iii) express written waiver or release, by an instrument in the form described in Paragraph 39.07, entitled "Entire Agreement," by Tenant, in its sole discretion, of any of the covenants, restrictions and/or exclusive rights set forth herein.

16.05 Enforcement. If any other tenant in the Project or Adjacent Property which may otherwise be restricted pursuant to the terms and provisions of Paragraph 18.01 of this Lease, entitled "Adjacent Property Restrictions," or successor in title thereto shall violate said exclusive use or prohibited use provisions, and upon notice to Landlord of such violation, Landlord shall promptly commence and expeditiously pursue any and all remedies available to Landlord for the enforcement of said exclusive use and prohibited use provisions, including, without limitation, injunctive relief against such tenant or successors in title. Furthermore, Tenant shall have the right, but not the obligation, to pursue enforcement of said exclusive use and prohibited use provisions against such other tenants or successors in title, whether in Tenant's own right or in the name of Landlord, and Landlord hereby agrees to cooperate and, to the extent required, participate with Tenant in this regard. Any expense, including, without limitation, reasonable attorney's fees and court costs, incurred by Tenant in the enforcement of the rights set forth in this Article 16 shall be deemed paid or incurred for the account of Landlord, and Landlord agrees to reimburse Tenant therefor on demand and save Tenant harmless therefrom. If Landlord fails to reimburse Tenant upon demand for any amount paid for the account of Landlord hereunder within thirty (30) days after receipt from Tenant of bills or written notice of claim for reimbursement, said amount may be deducted by Tenant from the next or any succeeding installment payments of Fixed Minimum Rent or any other amounts due and payable by Tenant to Landlord hereunder.

16.06 No Waiver. No delay or failure on the part of Tenant in the enforcement of its rights pursuant to this Article 16 shall impair enforcement, or be construed as a waiver, of any such right, or constitute acquiescence by Tenant to the breach or violation thereof. No waiver of its rights

pursuant to this Article 16 shall be valid as against Tenant unless made in writing and signed by Tenant, and then only to the extent expressly set forth therein.

13. Exclusive Uses of Other Tenants. Article 17 of the Lease confers upon Tenant immunity from exclusive use rights of other tenants in the Project, which Article 17 is hereinafter reprinted.

17. EXCLUSIVE USES OF OTHER TENANTS

17.01 Application to Tenant. Landlord covenants and agrees that any exclusive use rights which may be contained in leases or agreements entered into between Landlord and other tenants in, or successor in title to, the Project shall expressly provide, and Landlord hereby further covenants and agrees, that such exclusive use rights of other tenants, or successor in title, shall neither be applicable to Tenant or the Premises during the Term, nor be applicable to Tenant or any entity which Tenant owns a legal or beneficial interest, or any entity which owns a legal or beneficial interest in Tenant (an "Affiliated Entity") and other premises within the Project occupied by Tenant or an Affiliated Entity.

17.02 Indemnification. Landlord shall defend and indemnify Tenant and/or an Affiliated Entity, as the case may be, and hold Tenant and/or an Affiliated Entity, as the case may be, harmless from any and all actions, damages, claims, costs, and expenses of any nature arising out of the alleged breach by Tenant and/or an Affiliated Entity, as the case may be, of any exclusive use rights contained in any lease or agreement between Landlord and any other tenant in, or successor in title to, the Project, which indemnification shall survive the expiration or earlier termination of the Term.

17.03 No Waiver. No delay or failure on the part of Tenant and/or an Affiliated Entity, as the case may be, in the enforcement of its rights pursuant to this Article 17 shall impair enforcement, or be construed as a waiver, of any such right, or constitute acquiescence by Tenant and/or an Affiliated Entity, as the case may be, to the breach or violation thereof. No waiver of its rights pursuant to this Article 17 shall be valid as against Tenant and/or an Affiliated Entity, as the case may be, unless made in writing and signed by Tenant and/or an Affiliated Entity, as the case may be, and then only to the extent expressly set forth therein.

14. Outparcel and Adjacent Property Restrictions. Article 18 of the Lease establishes certain restrictions in respect to the Outparcels and property adjacent to the Project, which Article 18 is hereinafter reprinted.

18. ADJACENT PROPERTY RESTRICTIONS

18.01 Adjacent Property Restrictions.

(a) Adjacent Property of Landlord. Landlord covenants and agrees that: (i) Adjacent Property shall be subject to the exclusive use and prohibited use provisions of Article 16 of this Lease, entitled "Use;" (ii) any buildings or other improvements (including pylon or monument signs) constructed on Adjacent Property shall not interfere with or alter the visibility of and public access to the Premises or the visibility of the Project pylon or monument signage; (iii) Landlord shall not place, or allow the placement of, any telecommunications towers thereon; and (iv) Landlord shall not grant any parking rights upon the Project Tract for the benefit of any Adjacent

Property, nor shall Landlord permit any owners or occupants of such Adjacent Property, their employees or agents, or the invitees of any of the foregoing, to park upon the Project Tract.

(b) Common Area Rights of Others. Landlord covenants and agrees that without the prior written consent of Tenant, Landlord shall not grant or convey to the owner or occupant of any real property adjoining or adjacent to the Project any rights, easements, or privileges in or to the Common Area of the Project, provided, however, such consent shall not be unreasonably withheld, conditioned, or delayed if the owner of the adjacent property agrees to subject such adjacent property to the restrictions set forth in Paragraph 18.02(a), entitled "Adjacent Property of Landlord," or such other restrictions as Tenant shall approve in writing, during the Term of this Lease. The terms and provisions of the preceding sentence to the contrary notwithstanding, Tenant may, in its sole discretion, withhold its consent to the granting of any parking rights upon the Project Tract in favor of such adjoining or adjacent property; furthermore, Landlord covenants that, in the absence of such consent, Landlord shall not permit the occupants, employees, agents, or invitees of such adjoining or adjacent property to park upon the Project Tract.

18.02 Covenant Running With the Land. Landlord hereby covenants and agrees that the restrictions and obligations set forth in Paragraph 18.01 of this Lease, entitled "Adjacent Property Restrictions," shall be deemed to constitute a covenant running with title to the Adjacent Property, as the case may be, which covenant shall remain in full force and effect and be binding upon the owner of such Adjacent Property for and during the Term. The covenants, restrictions and exclusive use rights set forth in this Article 18 shall remain in full force and effect until the earlier of: (i) expiration of the Term of this Lease; (ii) termination of this Lease prior to the expiration of the Term as herein permitted, unless expressly provided in this Lease or otherwise agreed by Landlord and Tenant that the covenants, restrictions and exclusive use rights are to survive such termination; or (iii) express written waiver or release, by an instrument in the form described in Paragraph 39.07, entitled "Entire Agreement," by Tenant, in its sole discretion, of any of the covenants, restrictions and/or exclusive rights set forth herein; provided, if the expiration or termination of this Lease is due to Tenant, or any affiliate of Tenant, acquiring fee title to the portion of the Project, the covenants, restrictions and exclusive use rights set forth in this Article 18 shall remain in full force and effect. The restrictions and obligations set forth in Paragraph 18.01 hereof, and the enforcement rights and obligations set forth in Paragraph 18.03 below, shall be manifested by filing for record a Memorandum of Lease encumbering the Adjacent Property and, if applicable, filing for record a Declaration of Restrictions encumbering the Adjacent Property. Any Declaration of Restrictions containing the covenants, restrictions and exclusive use rights set forth in this Article 18 shall also include the provision that such covenants, restrictions and exclusive use rights shall remain in full force and effect beyond the expiration or earlier termination of this Lease if Tenant, or any affiliate of Tenant, becomes the fee owner of any portion of the Project.

18.03 Enforcement. If the owner or occupant of the Adjacent Property, or other adjacent property to which the restrictions set forth in Paragraph 18.01 hereof shall apply, shall violate such restrictions, and upon notice to Landlord of such violation, Landlord shall promptly commence and expeditiously pursue any and all remedies available to Landlord for the enforcement of said restrictions, including, but not limited to, injunctive relief against such owner or occupant. Furthermore, if such restrictions violations have not been cured within thirty (30) days following Landlord's receipt of written notice from Tenant of same, then, Tenant shall have the right, but not the obligation, to pursue enforcement of said restrictions against such owner or

occupant, whether in Tenant's own right or in the name of Landlord, and Landlord hereby agrees to cooperate and, to the extent required, participate with Tenant in this regard. Any expense, including, without limitation, reasonable attorney's fees and court costs, incurred by Tenant in enforcement of the restrictions set forth in this Article 18 shall be deemed paid or incurred for the account of Landlord, and Landlord agrees to reimburse Tenant therefor on demand and save Tenant harmless therefrom. If Landlord fails to reimburse Tenant upon demand for any amount paid for the account of Landlord hereunder within fifteen (15) days after receipt from Tenant of bills or written notice of claim for reimbursement, said amount may be deducted by Tenant from the next or any succeeding installment payments of Fixed Minimum Rent or any other amounts due and payable by Tenant to Landlord hereunder.

18.04 No Waiver. No delay or failure on the part of Tenant in the enforcement of its rights pursuant to this Article 18 shall impair enforcement, or be construed as a waiver, of any such right, or constitute acquiescence by Tenant to the breach or violation thereof. No waiver of its rights pursuant to this Article 18 shall be valid as against Tenant unless made in writing and signed by Tenant, and then only to the extent expressly set forth therein.

15. Common Areas. Article 19 of the Lease establishes certain rights of Tenant and certain restrictions on use with respect to the Common Area within the Project, which Article 19 is hereinafter reprinted.

19. COMMON AREA

19.01 Common Area Rights, Privileges, and Obligations. Tenant, its employees, agents, invitees, licensees, subtenants, concessionaires and contractors shall have the non-exclusive right to use the Common Area in common with Landlord, other tenants in the Project, and their respective employees, agents, invitees, licensees, subtenants, concessionaires, and contractors. Landlord covenants that all parking areas, entrances and exits, access drives, and sidewalks, and all light, air, and visibility enjoyed by the Premises and the Project pylon or monument signs, all as depicted on the Site Plan shall not be interrupted or disturbed during the Term by any act of Landlord, its employees, agents, or contractors, or other tenants or occupants of the Project, or owners, tenants, or occupants of adjacent property who possess rights in such parking areas, entrances and exits, access drives, and sidewalks. Landlord shall not charge any fee, or demand any consideration, for access to, or parking upon, the Project Tract except: (i) fees charged by the valet parking operator to those who use the valet parking services to be offered at the Project; and (ii) consideration from occupants of the residential units of the Residential Tower who desire the use of additional parking spaces. The foregoing provisions of this Paragraph 19.01 to the contrary notwithstanding, Landlord shall have the right to interrupt or disturb said parking areas, entrances and exits, access drives and sidewalks: (i) as shall be reasonably necessary to effect maintenance, repairs, or reconstruction thereof; and (ii) for a period not to exceed one (1) day in each calendar year, which shall be a day on which Tenant is otherwise closed for business, for the purpose of preventing the creation of prescriptive easement rights in and to such areas in favor of the public; provided, however, Landlord shall provide Tenant with reasonable prior written notice of such interruption or disturbance (except in the case of emergency maintenance or repairs), and Landlord shall exercise reasonable efforts to avoid or minimize interruption or disturbance of the use and occupancy of the Premises by Tenant, its employees, agents, invitees, licensees, subtenants, concessionaires, and contractors, during such interruption or disturbance. Subject to the foregoing provisions of this Paragraph 19.01, Landlord warrants that Tenant, its employees,

agents, invitees, licensees, subtenants, concessionaires, and contractors, at all times shall have unobstructed vehicular and pedestrian ingress and egress between each entrance and exit to the Project as shown on the Site Plan, and a public street, highway or alley. In addition, Landlord shall not erect or permit a building, kiosk, any sign (including, without limitation, the parking by other tenants of the Project of vehicles bearing signage identifying such other tenants), or other object in any part of the Common Area, or which would obstruct in any way the view of the Premises from the Project or adjoining roads, except as shown on the Site Plan. Furthermore, Landlord shall not: (i) permit the conduct of any business, or the operation of any carnival or other entertainment within the Common Area (provided, for clarity, this provision shall not prohibit outdoor live music associated with a sit-down restaurant or food hall that is being performed from the restaurant's or food hall's leased premises but is audible within the Common Area); (ii) allow any tenant to use any entrance of its premises that faces a Service Drive as a customer entrance, or to use its premises in any manner that would create an unsafe condition; (iii) charge for the parking of automobiles within the Common Area except fees charged by the valet parking operator to those who use the valet parking services to be offered at the Project and consideration from occupants of the residential units of the Residential Tower who desire the use of additional parking spaces; or (iv) allow any vehicles to be parked in the Parking Garage overnight, other than vehicles belonging to residents or guests of the Residential Tower which shall be parked on Parking Garage Levels 5 through 10. Landlord shall use commercially reasonable effort to assure that the Publix Parking is used only by Tenant's customers, employees and invitees, and employing and enforcing a system reasonably acceptable to Tenant for preventing other tenants, occupants of the Residential Tower, and their respective visitors from parking in the Publix Parking. If any valet parking service is employed or provided for the occupants and/or guests of the Residential Tower or any other aspects of the Project, such valet service shall not interfere with the Publix Parking or retail parking, and any valet stand or parking area must be located outside Parking Garage Levels 2 through 4. Any terms and provisions hereof to the contrary notwithstanding, Tenant shall be permitted to: (i) install shopping cart corrals within the Paragraph 19.07 Area; (ii) conduct seasonal sales of merchandise (i.e., Christmas trees, plants, planting material, firewood, lawn furniture, etc.) within the Paragraph 19.07 Area; and (iii) designate and so identify parking spaces and other areas within the Paragraph 19.07 Area as reserved for customer service activities and amenities, such as customer pick-up of products or other items and the delivery of the same to customers.

19.02 Operation and Maintenance. Landlord shall, during the Term, operate and maintain the Common Area and maintain the Sidewalk Area and Service Area, in good condition and repair, clean and free from snow, ice, rubbish and debris, and adequately drained. Landlord shall have all sidewalks pressure cleaned at least every ninety (90) days, but more often if needed. All landscaping shall be maintained in substantial conformity to the Landscaping Plan; and so as to avoid interfering with visibility of the Project monument signs. The Common Area (including the Project or monument signs and entrance and exit signs) and the Service Area shall be adequately illuminated from dusk until two (2) hours after the Premises shall be closed for business; and the Service Area and Parking Garage shall also be adequately illuminated from 4:00 am local time until dawn. For purposes of this Lease, the term "adequately illuminated" shall be deemed to mean illumination to the greatest of the following intensity levels: (i) five (5) foot-candles (or three (3) foot-candles for light emitting diode "LED" fixtures) maintained; (ii) such intensity as is reasonably appropriate for public safety; or (iii) as otherwise required by law; provided, however, should any applicable law, code, or ordinance prohibit an illumination level of at least five (5) foot candles (or three (3) foot-candles for light emitting diode "LED" fixtures) maintained for all or any portion of the Common Area, then Landlord shall not be required to exceed the illumination

levels imposed by such applicable law, code, or ordinance unless and until such law, code, or ordinance is amended, modified, or replaced so as to permit an illumination level of at least five (5) foot candles (or three (3) foot-candles for light emitting diode "LED" fixtures) maintained, at which time Landlord shall be obligated to upgrade the illumination level of the Common Area to the level required by this Paragraph 19.02. Landlord shall have a lighting survey performed and delivered to Tenant within thirty (30) days of the completion of construction, to confirm that lighting is in conformance with this "adequately illuminated" standard. Additionally, electrical utilities for the illumination of the Publix Parking shall be provided through Tenant's electrical panel, and shall be configured to operate on Tenant's Generator in the event of a power failure. All parking spaces within the Common Area shall at all times be clearly marked by painting, striping or otherwise. Subject to the provisions of Paragraphs 19.01 and 19.07 and this Paragraph 19.02 of this Lease, entitled "Common Area Rights, Privileges, and Obligations," "Paragraph 19.07 Area; Events," and "Operation and Maintenance," respectively, regarding control by Tenant of certain activities within the Paragraph 19.07 Area, Sidewalk Area, and Service Area, Landlord hereby undertakes and assumes all duties, responsibilities and liabilities in regard to maintenance, repairs, replacements, operation, supervision, use, striping, security, and control of the Common Area, subject, however, to Tenant's rights and privileges in and to the Paragraph 19.07 Area, and shall comply with all present and future laws, ordinances, orders, rules, regulations, notices of violations, and requirements of public authorities applicable thereto, even though by law other tenants in the Project may have such duty or responsibility solely or jointly with Landlord.

19.03 Self Help. The terms and provisions of Article 23 of this Lease, entitled "Default by Landlord", to the contrary notwithstanding, if Tenant, in its reasonable discretion, determines that Landlord has defaulted in the performance of its duties and obligations set forth in this Article 19, then Tenant shall notify Landlord in writing of the existence and nature of such default. If Landlord fails to cure such default within twenty (20) days after receipt of said notice, or if such default is not capable of being cured within said twenty (20) days, then if Landlord fails to commence to cure said default within said twenty (20) day period and thereafter diligently and continuously pursues the curing of such default, then Tenant shall have the right to take whatever steps are necessary in Tenant's reasonable opinion to cure the default, including the right to remove any buildings, persons, and/or property from the Common Area, either with or without court action, and the costs of any such steps taken by Tenant shall be payable by Landlord to Tenant upon demand. Tenant may remedy any such event of default prior to the expiration of the period within which Landlord may cure such event of default if the cure of such event of default prior to the expiration of said period is reasonably necessary to protect the Premises or to prevent injury to persons or damage to property, or to permit Tenant to conduct its usual business operations within the Premises; provided, however, Tenant shall exercise reasonable efforts to notify Landlord of its intention to so cure such event of default. If Landlord fails to reimburse Tenant upon demand for any amount paid for the account of Landlord hereunder within fifteen (15) days after receipt from Tenant of bills or written notice of claim for reimbursement, said amount may be set off and deducted by Tenant from the next or any succeeding installment payments of Fixed Minimum Rent or any other amounts due and payable hereunder by Tenant to Landlord.

19.04 Common Area Maintenance Expenses.

(a) Common Area Maintenance Expenses Defined. For purposes of this Lease, the term "Common Area Maintenance Expenses" shall mean those expenses actually incurred by Landlord in the operation and maintenance of the Common Area.

(b) Tenant's Payment of Common Area Maintenance Expenses. Provided Landlord is not in material default in its obligations under Paragraph 19.02 of this Lease, entitled "Operation and Maintenance," beyond any applicable cure period set forth in Paragraph 19.03 of this Lease, entitled "Self Help," Tenant agrees to pay to Landlord, as Tenant's share of Common Area Maintenance Expenses, Annual Fixed CAM in equal monthly installments, which shall be due and payable at the time Fixed Minimum Rent payments are due and payable hereunder.

19.05 Elevators. Notwithstanding anything herein to the contrary, Landlord covenants that the Publix Elevators and stairs providing access to and from the Premises, Parking Garage Level 2 and Parking Garage Level 3 shall remain open, accessible and operational twenty-four (24) hours a day, seven (7) days a week, except for times in which any repair or maintenance required of Landlord pursuant to Paragraph 9.02, entitled "Landlord Repairs," is being conducted (provided that Landlord shall provide Tenant with reasonable advance notice of such repair or maintenance, and further provided that Landlord shall insure that the least number of means of ingress/egress shall be adversely affected at any one time). Additionally, electrical utilities for the Publix Elevators shall be provided through Tenant's electrical panel, and shall be configured to operate on Tenant's Generator in the event of a power failure.

19.06 Rights of Adjacent Property Owners. Subject to the terms and provisions of Paragraph 18.02(b) of this Lease, entitled "Common Area Rights of Others," no persons shall have any rights in the Common Area of the Project other than Landlord, tenants of the Project, and their respective employees, agents, invitees, licensees, subtenants, concessionaires, and contractors.

19.07 Paragraph 19.07 Area; Events.

(a) Paragraph 19.07 Area. Landlord acknowledges that Tenant's operations include sales and service activities not only within the Premises, but also within the Paragraph 19.07 Area set forth on the Site Plan (e.g. "carry-out" service to its customers' vehicles). In accordance with this acknowledgment and understanding, Landlord covenants and agrees that Tenant (to the extent permitted by applicable law) shall enjoy the right to prohibit or limit any solicitation, petition signing, distribution of literature, collection of money, giving of speeches, leafleting, picketing, carrying of signs, canvassing, demonstrations, or any similar activity within the Paragraph 19.07 Area, as well as the Sidewalk Area and the Service Area, or elsewhere in the Common Area.

(b) Events. Landlord further acknowledges and agrees that Tenant's operations from time to time include promotional, community, and similar events (each an "Event") from which Tenant, Landlord and other Project tenants may mutually benefit. In accordance with this acknowledgment and understanding, Landlord covenants and agrees that Tenant (to the extent permitted by applicable law) shall have the right to hold Events within the Sidewalk Area, the Service Area, or the Paragraph 19.07 Area without notice to Landlord; or elsewhere in the Common Area upon consent of Landlord prior to any such Event, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant hereby agrees that the exercise of its rights in respect to the Sidewalk Area, the Service Area, and the Paragraph 19.07 Area shall not interfere with vehicular traffic within the Common Area and with the business operation of any other tenants at the Project.

(c) Liability Insurance; Indemnification. The exercise by Tenant of its rights and privileges under this Paragraph 19.07 shall be subject to the terms and provisions of Article 13 of this Lease, entitled "Insurance," and Article 15 of this Lease, entitled "Mutual Indemnification."

16. Right of First Refusal. Article 41 of the Lease grants Tenant a right of first refusal with respect to purchasing the Project Tract, which Article 41 is hereinafter reprinted.

41. RIGHT OF FIRST REFUSAL

41.01 Right of First Refusal. If Landlord receives from, or tenders to, a third party (the "Third Party"), an acceptable, bona fide, arms-length offer (the "Offer") pursuant to which Landlord proposes to sell, convey, or assign to the Third Party, or grant to the Third Party an option to purchase, or undertake to lease (other than a typical premises lease pursuant to which the Third Party is the occupant) to the Third Party, all or a portion of the Project Tract, then, as a condition to Landlord's accepting the Offer from, or tendering the Offer to, the Third Party, Landlord shall, within five (5) business days of its receipt or tender of such Offer, deliver to Tenant written notice of the Offer (the "Notice of Offer"). The Notice of Offer shall set forth the name and address of the Third Party and all of the terms and conditions of the Offer, along with copies of all relevant documents pertaining to the Offer (collectively, the "Notice Documents"), including, but not limited to: (i) a copy of the proposed assignment, purchase, or lease agreement; (ii) a rent roll for the Project Tract, certified by Landlord to be true and correct; (iii) operating statements for the Project Tract for the immediately preceding twenty-four (24) months (or the period of operation of the Project Tract if less than twenty-four (24) months); (iv) copies of all loan documents encumbering the Project Tract or a reasonably detailed summary of any such financing; and (v) any other document, instrument or information relevant to Tenant's decision whether or not to purchase the Project Tract.

41.02 Right to Purchase; Time for Acceptance. Landlord hereby grants to Tenant the right to purchase or lease, as the case may be, the Project Tract or portion thereof described in the Offer upon the same terms and conditions set forth in the Offer. Tenant shall have thirty (30) days after receipt of the Notice of Offer and the Notice Documents to notify Landlord in writing of its election to exercise such right as herein provided. Notwithstanding any provisions set forth in the Offer or Notice of Offer to the contrary, if Tenant elects to exercise its right to purchase, Tenant shall have: (1) an inspection period beginning on the date of Tenant's election and ending on the later of: (i) the date that is thirty (30) days from the date of such election, or (ii) the expiration date of the inspection period set forth in the Offer or Notice of Offer, during which inspection period Tenant shall have the right to terminate its obligations under the Offer or Notice of Offer for any reason, or no reason, if Tenant determines in its sole discretion not to purchase the Project; and (2) thirty (30) days after the expiration of the inspection period to close the transaction. If Tenant fails to exercise such right as herein provided, such failure shall be deemed to be a waiver of Tenant's right as to that Offer, and Landlord may proceed to consummate the transaction contemplated by the Offer in accordance with the terms and conditions thereof.

41.03 Reinstatement of Tenant's Purchase Right. If subsequent to Tenant not accepting the terms in the Offer: (i) the terms and conditions of the Offer are modified or amended in any way, or (ii) the transaction contemplated by the Offer is not consummated within one hundred eighty (180) days after the date of receipt by Tenant of the Notice of Offer, then, in either event, Tenant's rights hereunder shall be reinstated as to any modified or amended Offer, any offer continuing beyond

such one hundred eighty (180) day period, or any subsequent Offer received by Landlord from a third party or tendered by Landlord to a third party.

41.04 Application of Right of First Refusal. For purposes of this Article 41, the sale, transfer, conveyance, or assignment of all or a portion of the entity constituting Landlord (except for the sale of stock of a publicly traded company on a nationally recognized stock exchange) shall be deemed a sale of all or a portion of the Project Tract. This right of first refusal shall not apply to any form of financing, foreclosure sale, deed in lieu of foreclosure, or otherwise; provided, however, this right of first refusal shall apply to any subsequent sale of all or a portion of the Project Tract by any person or entity acquiring title through a foreclosure sale, deed in lieu of foreclosure or otherwise. This right of first refusal shall not apply to any sale, transfer, conveyance, or assignment of all or a portion of the Project Tract to an entity controlled by Masoud Shojaee or any family member of Masoud Shojaee. This right of first refusal shall not apply to transfers in connection with a condemnation or under threat of condemnation. This right of first refusal shall continue in full force and effect for so long as this Lease remains in effect and shall be binding upon any successor in interest to Landlord, whether by sale of all or a portion of the Project Tract or transfer of all or a portion of the entity constituting the Landlord.

[SIGNATURES APPEAR ON THE FOLLOWING TWO PAGES]

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

LANDLORD:

SHOMA NORTH BAY VILLAGE, LLC,
a Delaware limited liability company

Witnesses:

By: _____
Masoud Shojaee
Manager

_____
Print Name: Katherine Chang

_____
Print Name: Gael Arnedo

STATE OF FLORIDA

COUNTY OF Dade

The foregoing instrument was signed, delivered, and acknowledged before me by means of ☑ physical presence or ☐ online notarization this 27th day of July, 2023, by Masoud Shojaee, Manager, of SHOMA NORTH BAY VILLAGE, LLC, a Delaware limited liability company, on behalf of the company. Such person ☑ is personally known to me or ☐ has produced a _____ as identification.

_____
NOTARY

SEAL:

RAQUEL PRISCILA CHONG BADAMO
MY COMMISSION # HH 260667
EXPIRES: October 24, 2026

RAQUEL Priscila Chong Badamo
Printed Name of Notary
Commission No. and Expiration Date

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

TENANT:

PUBLIX SUPER MARKETS, INC.
a Florida corporation

Witnesses:

Dani R. Hotton
Print Name: Dani R. Hotton

Kaylie Varney
Print Name: Kaylie Varney

By: Bridgid A. O'Connor
Bridgid A. O'Connor
Vice President of Real Estate Strategy

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was signed, delivered, and acknowledged before me by means of ☒ physical presence or ☐ online notarization this 2 day of October, 2023, by BRIDGID A. O'CONNOR, Vice President of Real Estate Strategy of PUBLIX SUPER MARKETS, INC., a Florida corporation, on behalf of the corporation. Such person ☒ is personally known to me or ☐ has produced a _____ as identification.

SEAL:

JESSICA HERNANDEZ
Commission # HH 253135
Expires April 14, 2026

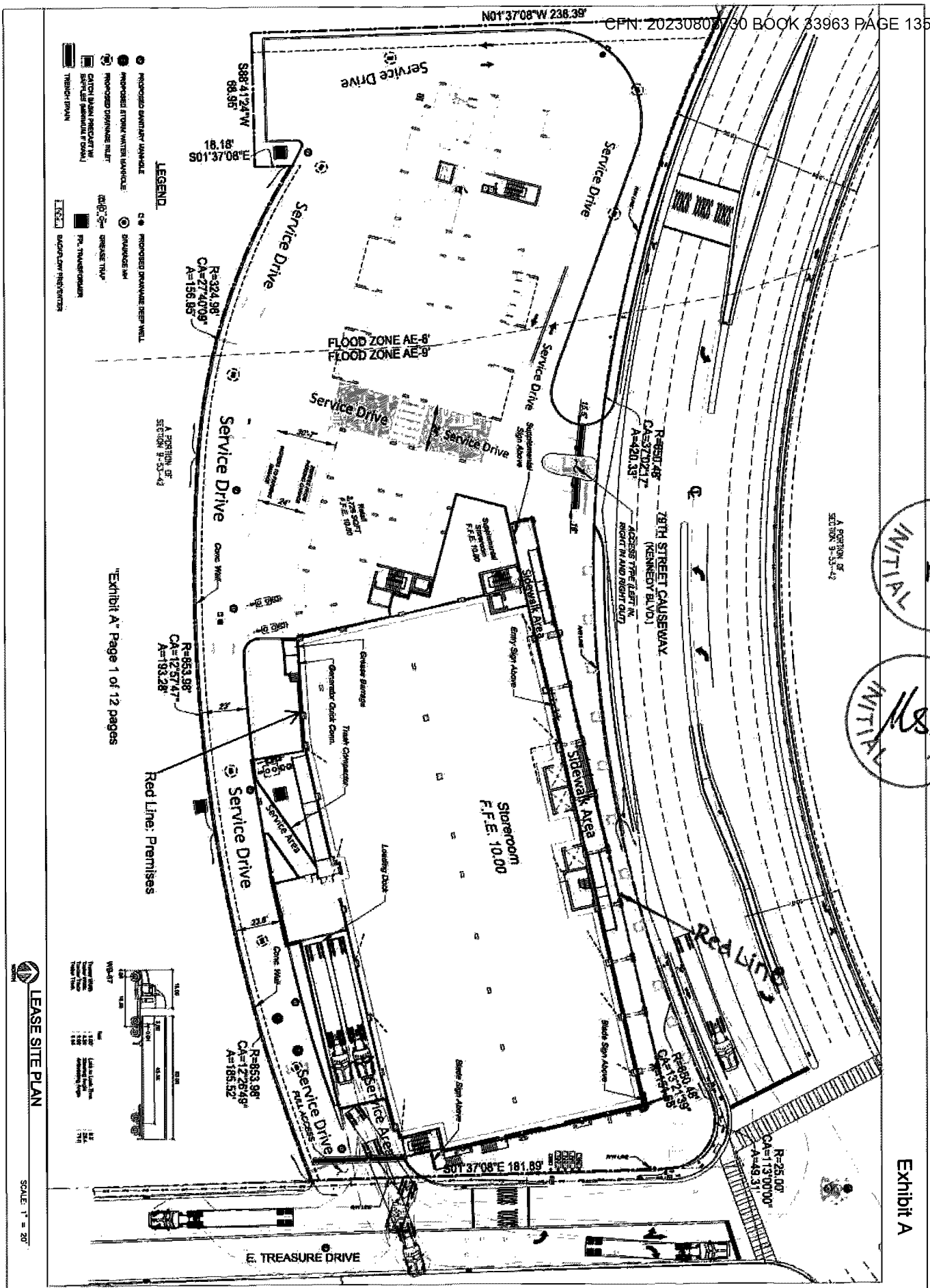
Jessica Hernandez
NOTARY

Jessica Hernandez
Printed Name of Notary
Commission No. and Expiration Date

EXHIBIT "A"

[SITE PLAN]

End of Exhibit "A"



LEASE SITE PLAN

SCALE: 1" = 20'

PLEASE INITIAL

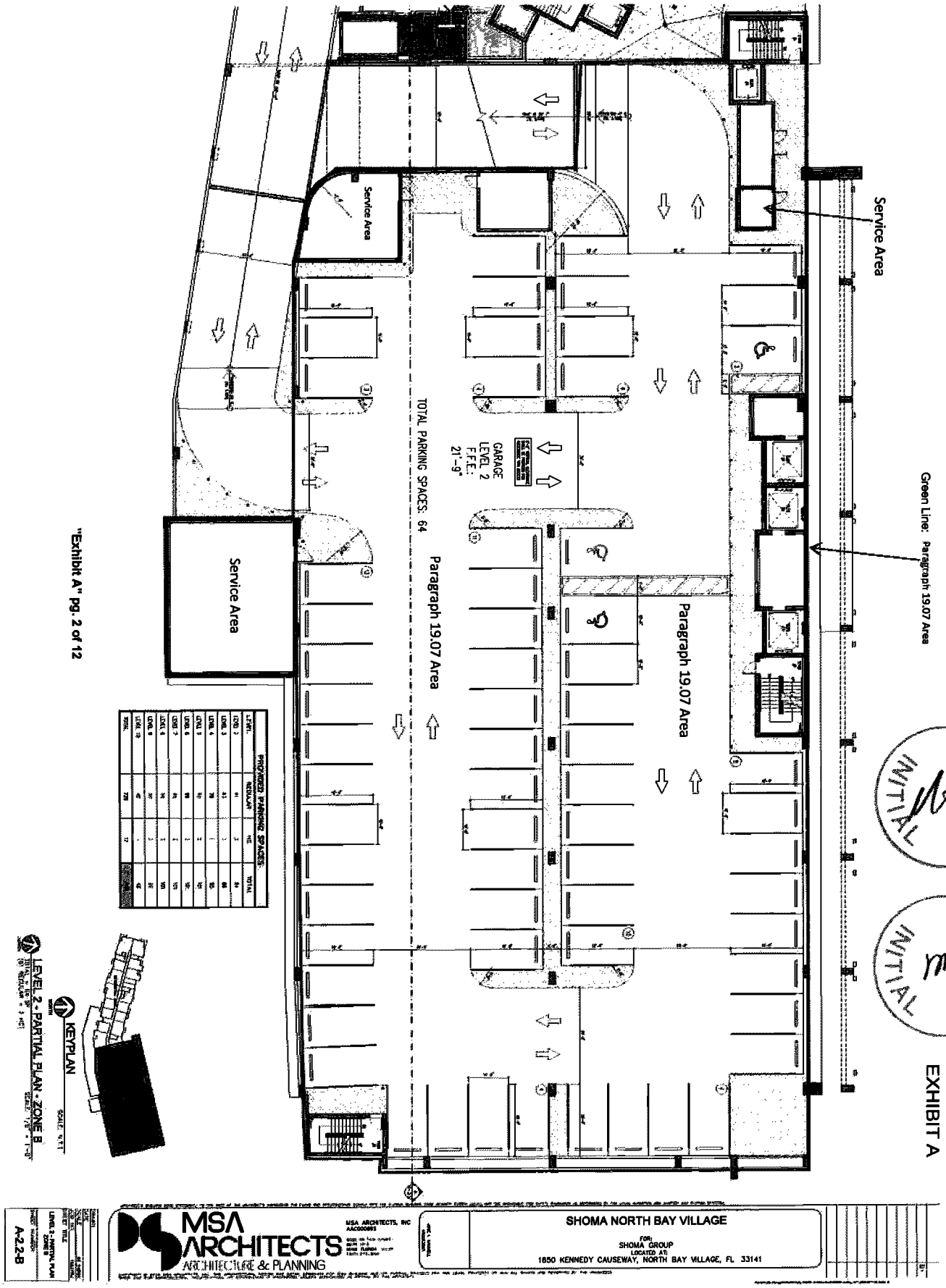
PLEASE INITIAL

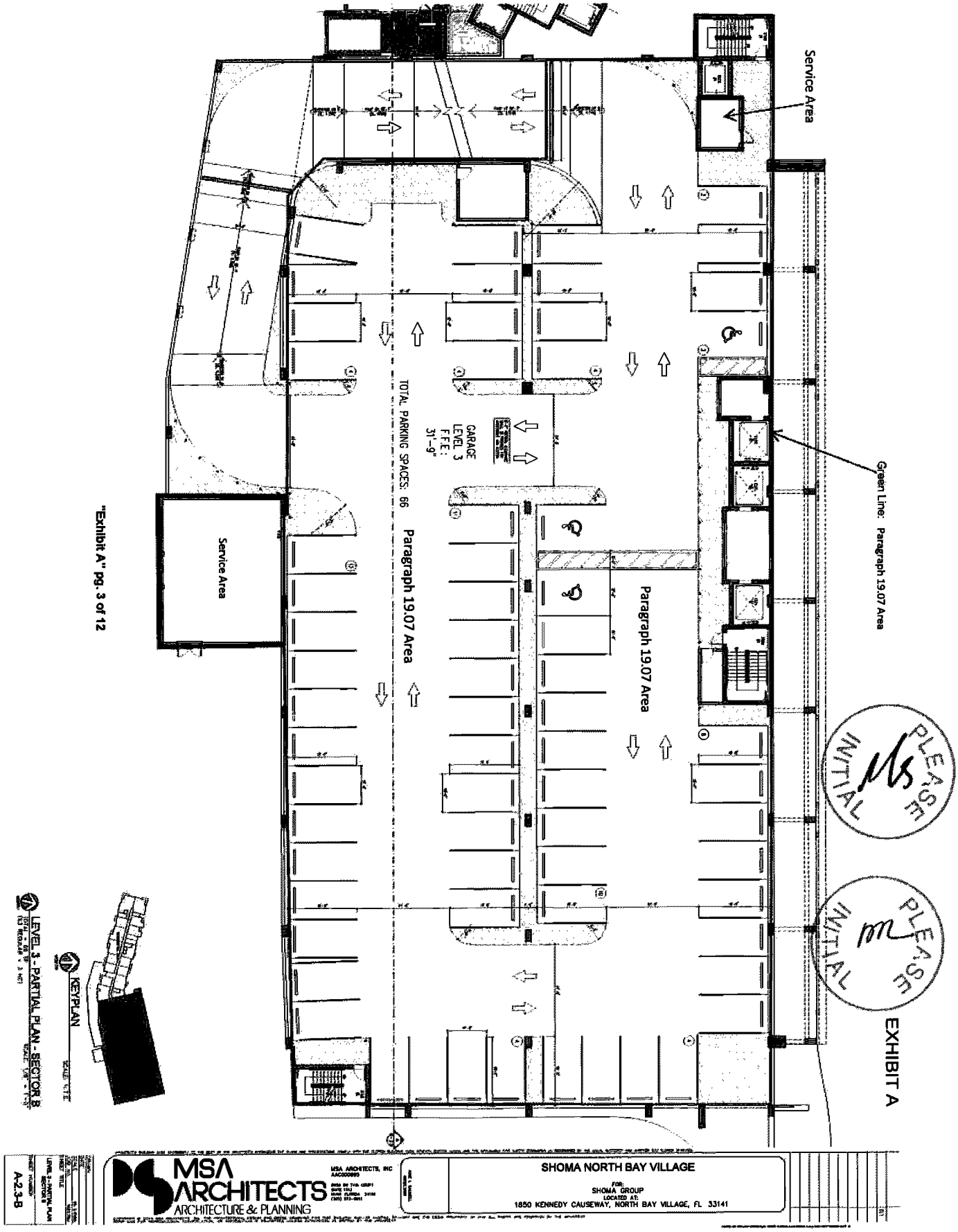
DAVID PLUMMER & ASSOCIATES, INC.
TRANSPORTATION • CIVIL • STRUCTURAL • ENVIRONMENTAL
CORAL GABLES FORT MYERS

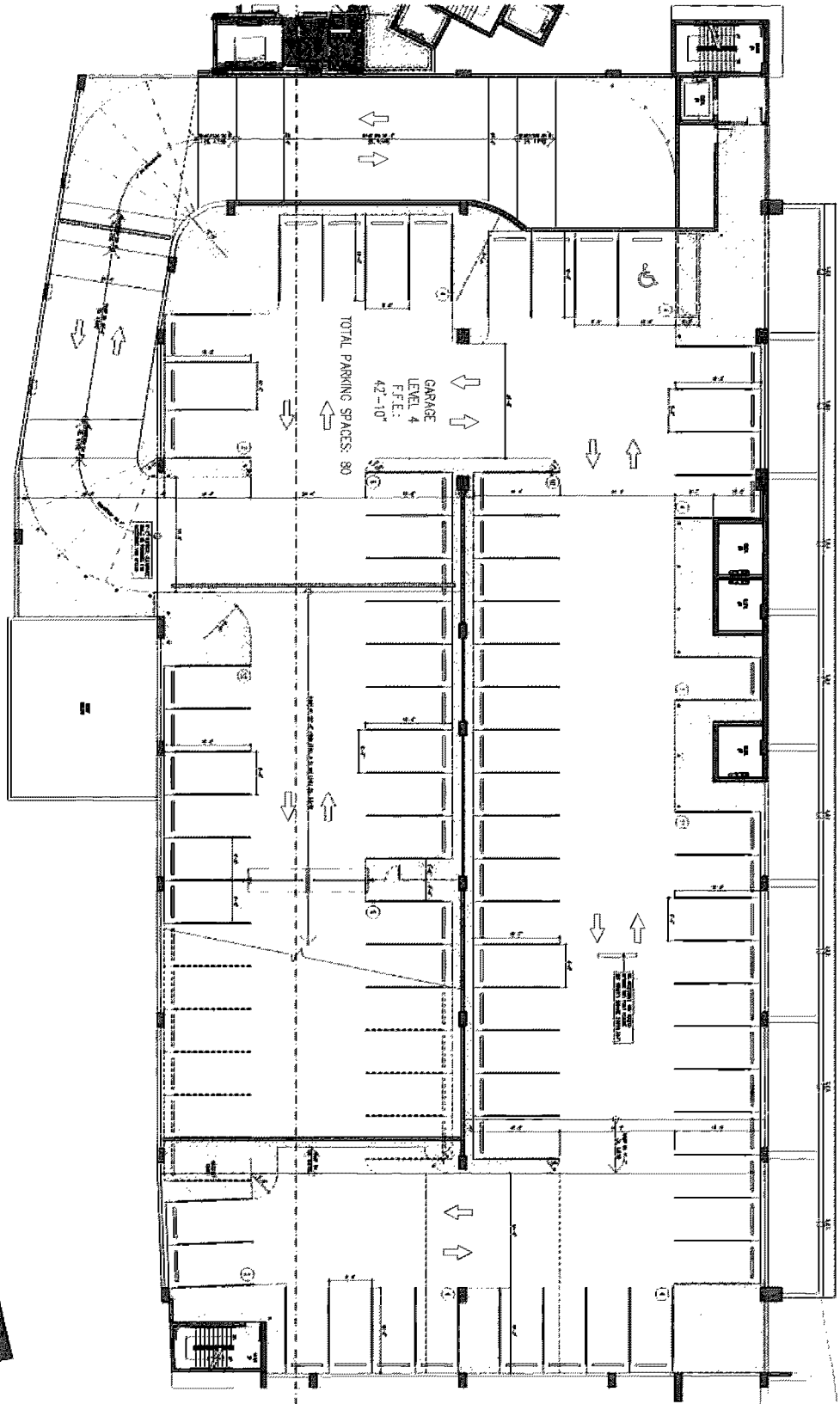
SHOMA NORTH BAY VILLAGE
FOR:
SHOMA GROUP
LOCATED AT
NORTH BAY VILLAGE, FL

SHEET TITLE: LEASE SITE PLAN

SHEET NUMBER: LSP-1.0


Service Area
Service Area
Service Area
GARAGE LEVEL 2 F.F.E. 21'-9"
TOTAL PARKING SPACES: 64
Paragraph 19.07 Area
Paragraph 19.07 Area
Green Line: Paragraph 19.07 Area
PROVIDED PARKING SPACES:
LEVEL 2
LEVEL 3
LEVEL 4
LEVEL 5
LEVEL 6
LEVEL 7
LEVEL 8
LEVEL 9
LEVEL 10
TOTAL
KEYPLAN
LEVEL 2 - PARTIAL PLAN - ZONE B
"Exhibit A" pg. 2 of 12
PLEASE INITIAL
PLEASE INITIAL
EXHIBIT A
MSA ARCHITECTS
ARCHITECTURE & PLANNING
MSA ARCHITECTS, INC
AAC000895
SHOMA NORTH BAY VILLAGE
FOR:
SHOMA GROUP
LOCATED AT:
1650 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141
A-2.2-B


Service Area
Green Line: Paragraph 19.07 Area
GARAGE LEVEL 3 F.F.E. 31'-9"
TOTAL PARKING SPACES: 66
Paragraph 19.07 Area
Service Area
Paragraph 19.07 Area
"Exhibit A" pg. 3 of 12
PLEASE INITIAL
PLEASE INITIAL
EXHIBIT A
LEVEL 3 - PARTIAL PLAN - SECTOR B
KEYPLAN
MSA ARCHITECTS
ARCHITECTURE & PLANNING
MSA ARCHITECTS, INC
AAC0000995
SHOMA NORTH BAY VILLAGE
FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141
A-2.3-B



"Exhibit A" pg. 4 of 12

LEVEL 4 - PARTIAL PLAN - SECTOR B

KEYPLAN

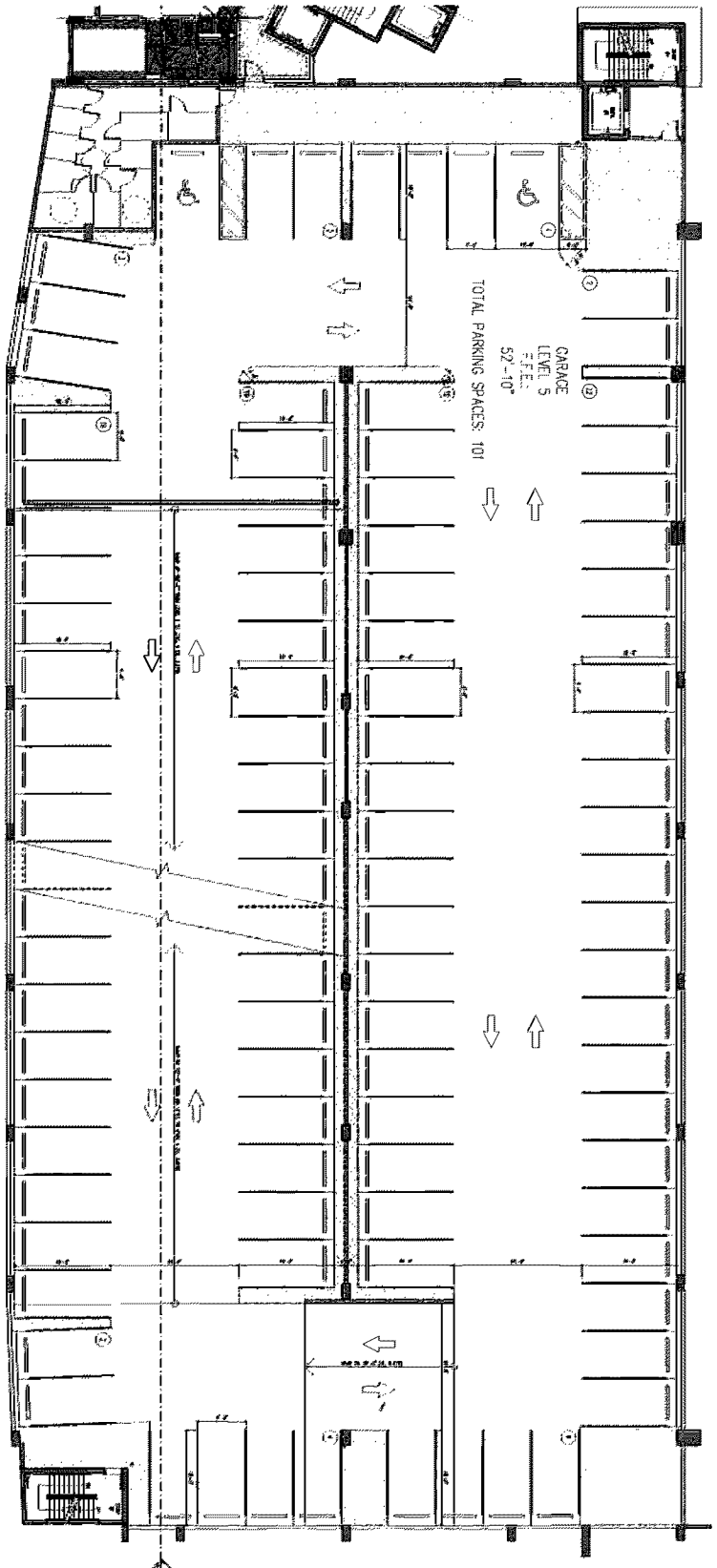
EXHIBIT A

MSA ARCHITECTS
ARCHITECTURE & PLANNING

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141

A-2.4-B



"Exhibit A" pg. 5 of 12

LEVELS 5 - PARTIAL PLAN - SECTOR B

KEYPLAN

EXHIBIT A

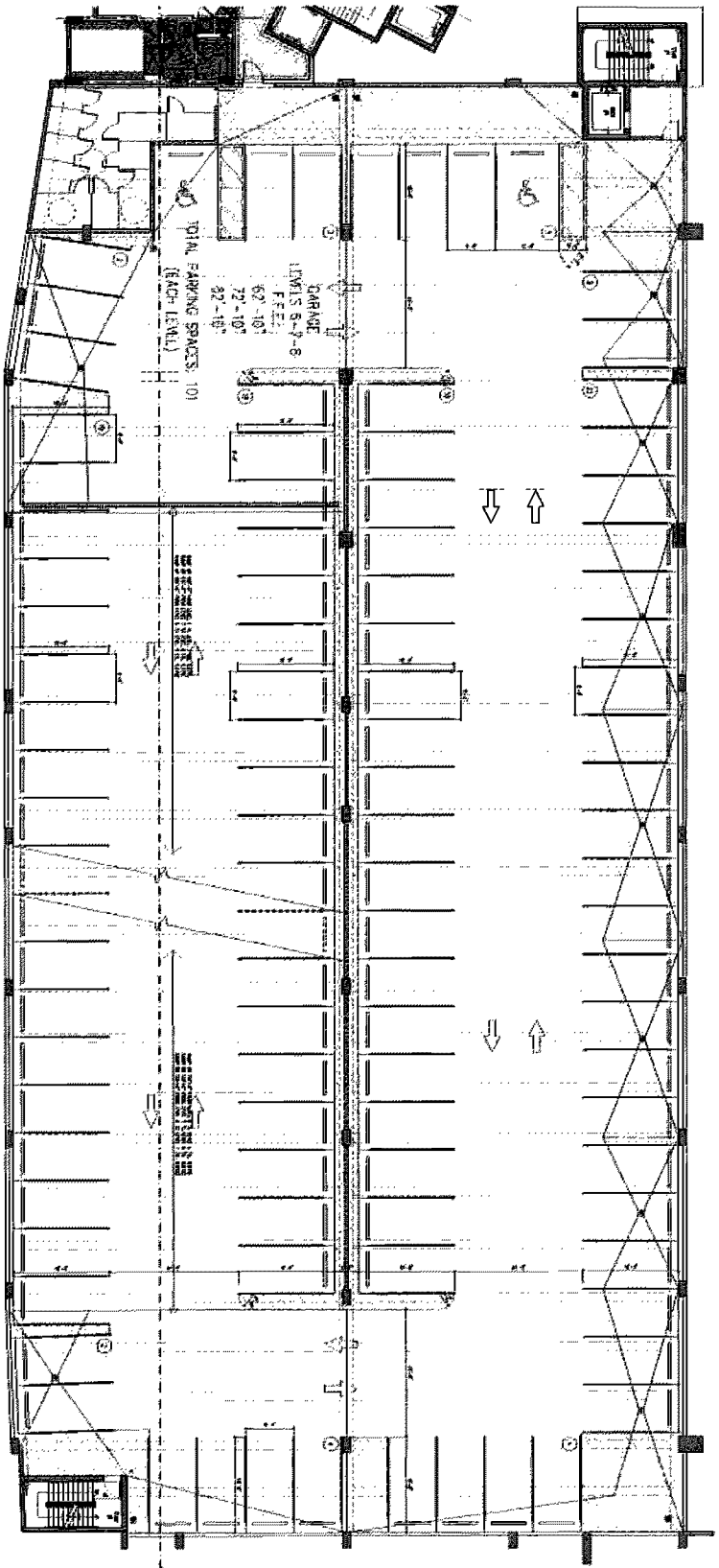
MSA ARCHITECTS
ARCHITECTURE & PLANNING

MSA ARCHITECTS, INC.
ASSOCIATES

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

A-2.5-B



"Exhibit A" pg. 6 of 12

LEVELS 6-7-8 - PARTIAL PLAN - SECTOR B

KEYPLAN

EXHIBIT A

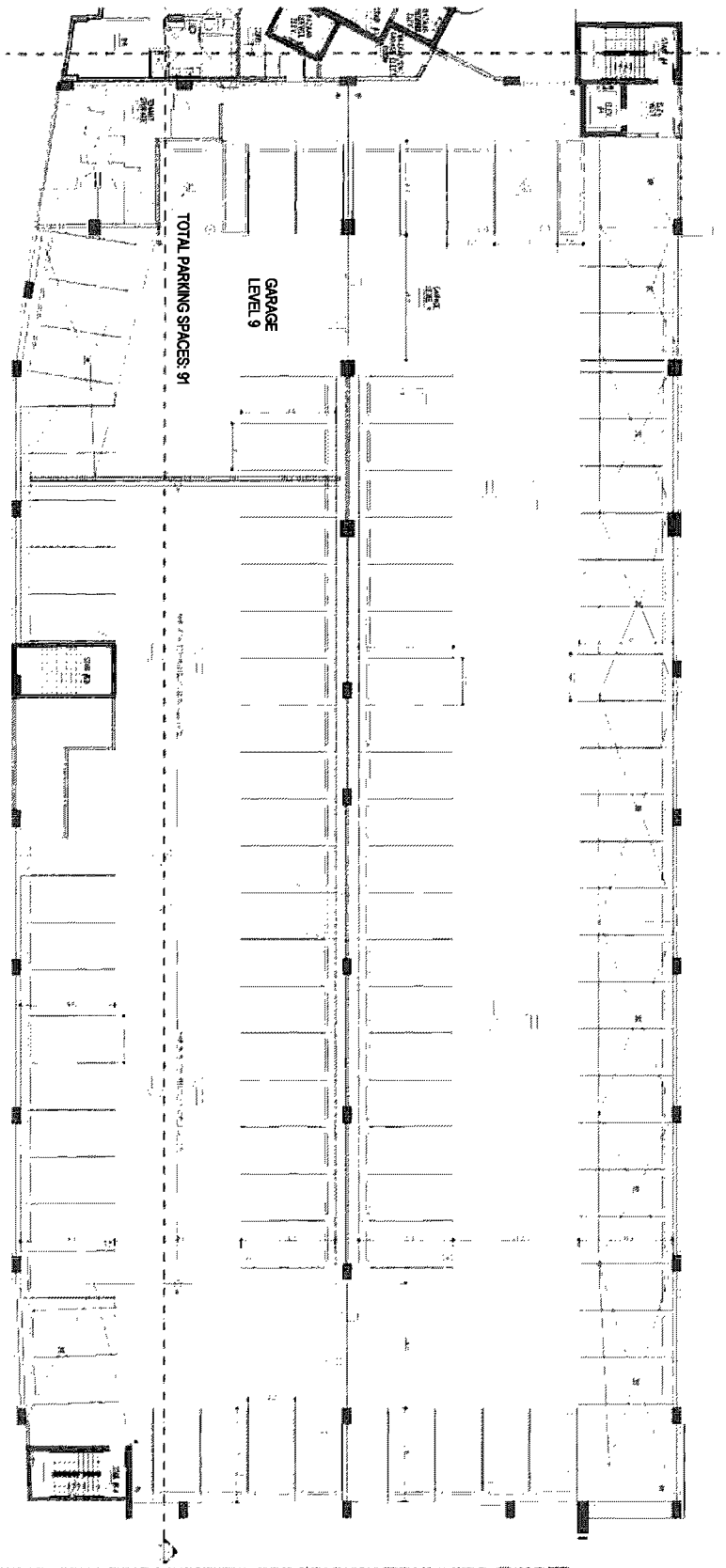
MSA ARCHITECTS
ARCHITECTURE & PLANNING

MSA ARCHITECTS, INC
AAC000685

SHOMA NORTH BAY VILLAGE

FOR
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141

A-2.6-B



"Exhibit A" pg. 7 of 12

LEVEL 9 - PARTIAL PLAN - SECTOR B

KEYPLAN

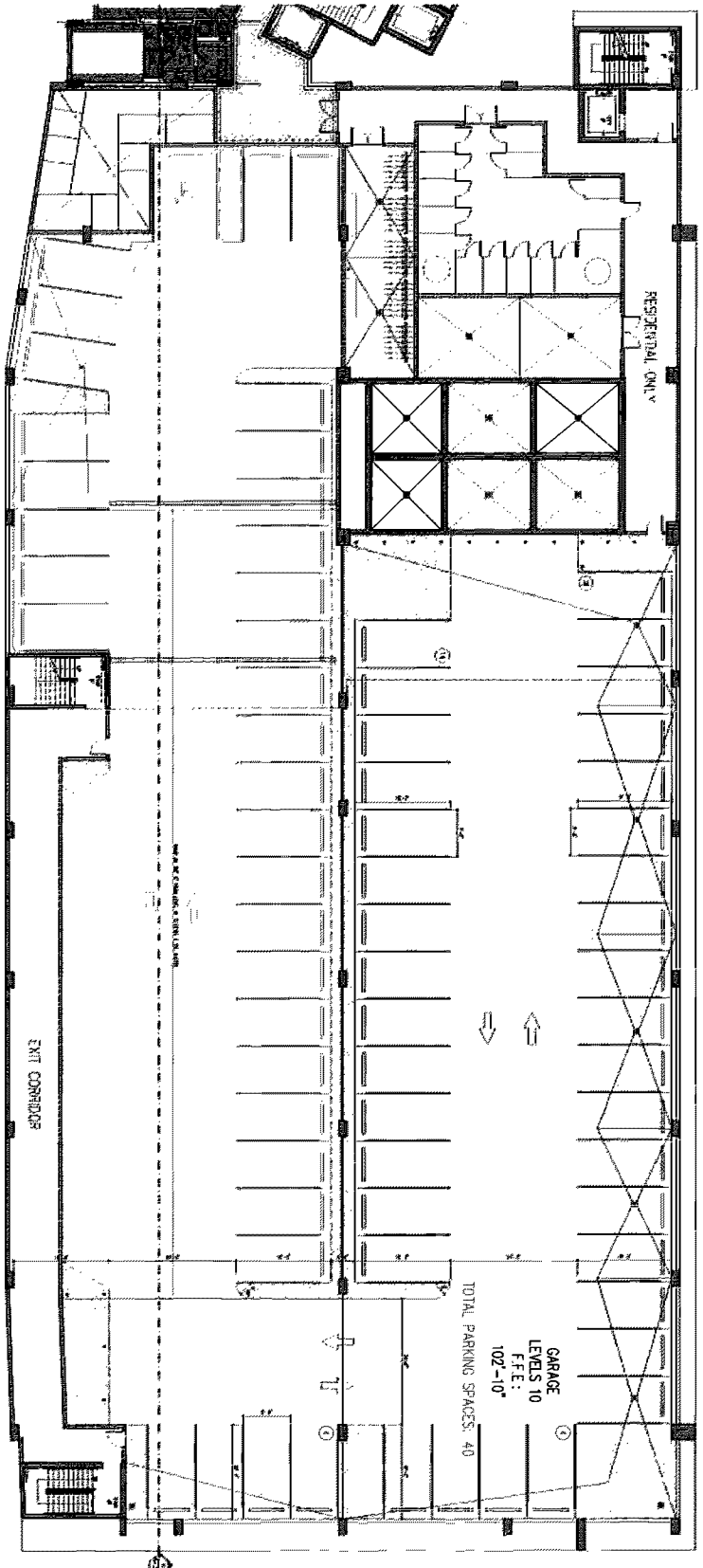
EXHIBIT A

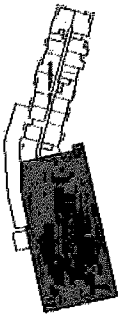
MSA ARCHITECTS
ARCHITECTURE & PLANNING

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141

A-2.9-B





LEVEL 10 - PARTIAL PLAN - SECTOR B

KEYPLAN

"Exhibit A" pg. 8 of 12

EXHIBIT A

MSA ARCHITECTS
ARCHITECTURE & PLANNING

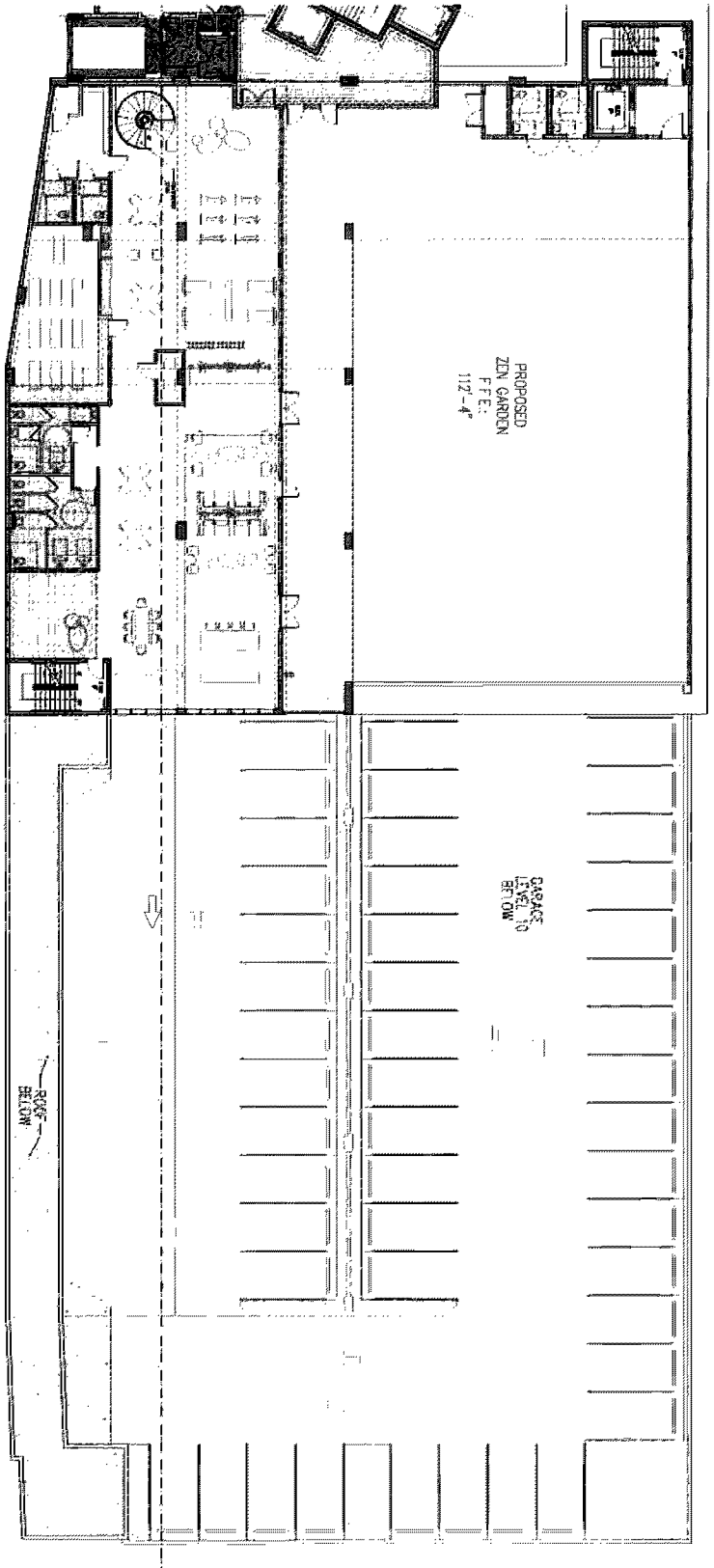
MSA ARCHITECTS, INC
AAC000885

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141

A-2.10-B

LEVEL 10 PARTIAL PLAN



"Exhibit A" pg. 9 of 12

LEVEL 11 - PARTIAL PLAN - SECTOR B

KEYPLAN

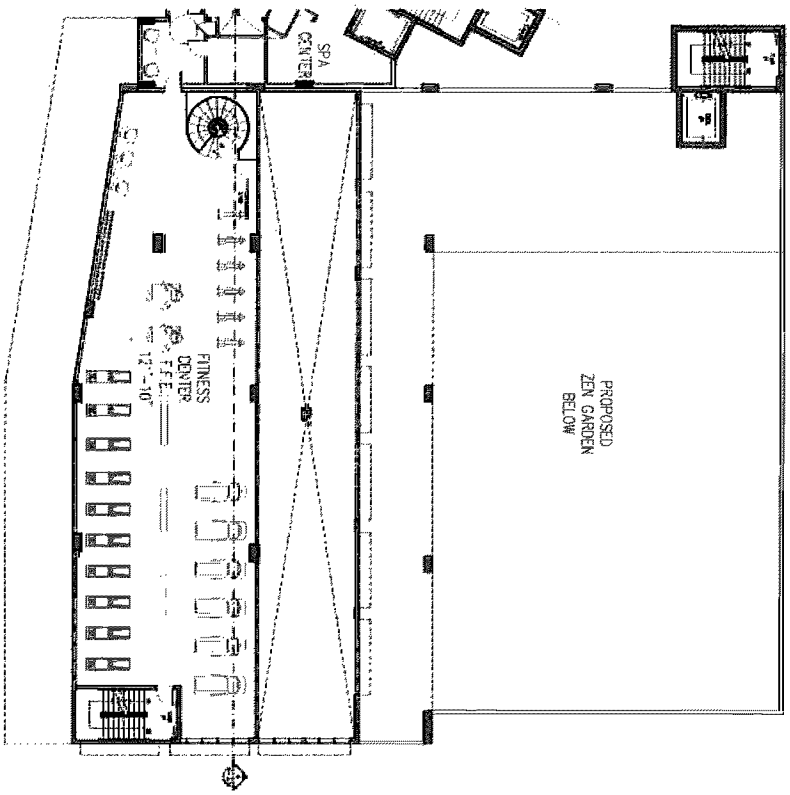
EXHIBIT A

MSA ARCHITECTS
ARCHITECTURE & PLANNING

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141

A-2.11-B



"Exhibit A" pg. 10 of 12

LEVEL 12 - PARTIAL PLAN - SECTOR B

KEYPLAN

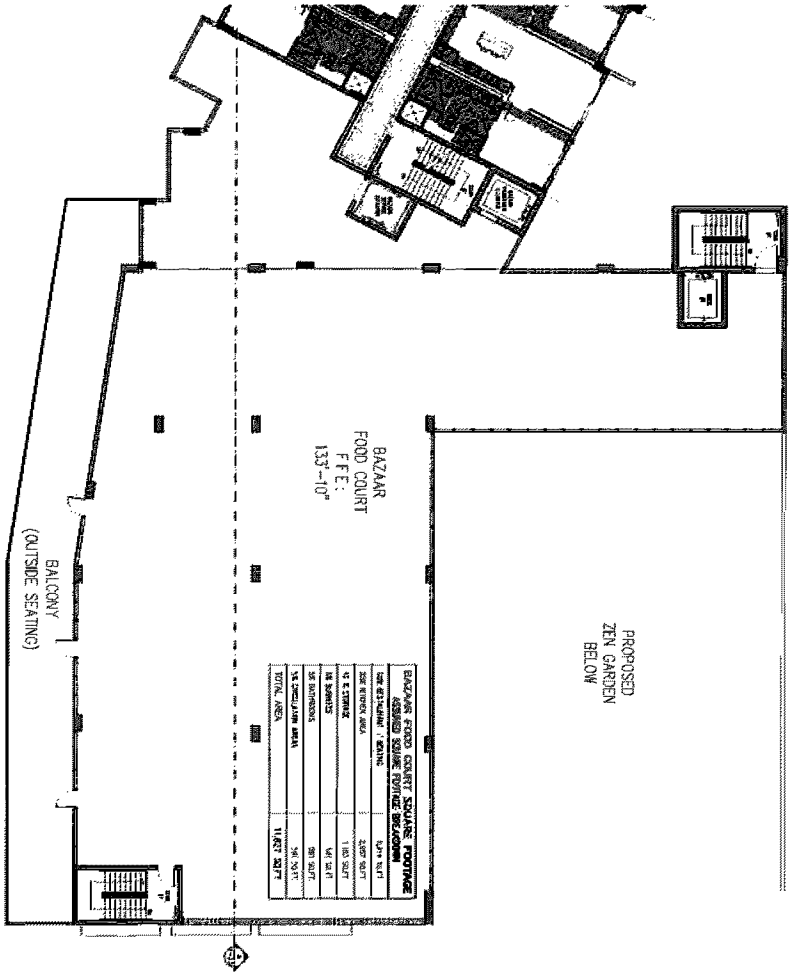
EXHIBIT A

MSA ARCHITECTS
ARCHITECTURE & PLANNING

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141

A-2.12-B



"Exhibit A" pg. 11 of 12

EXHIBIT A

LEVEL 13 - PARTIAL PLAN - SECTOR B

KEYPLAN

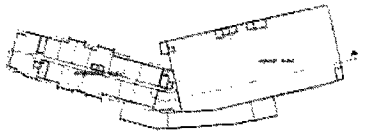
MSA ARCHITECTS
ARCHITECTURE & PLANNING

SHOMA NORTH BAY VILLAGE
FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

A-2.13-B

CFN 20230808730 BOOK 33963 PAGE 1366

EXHIBIT A



KEYPLAN

SHOMA NORTH BAY VILLAGE

SHOMA GROUP
UNITED 41
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141

MSA ARCHITECTS INC

MSA ARCHITECTS

SECTION A

BUILDING SECTIONS

"Exhibit A" pg. 12 of 12

PROGRESS 05/26/2023

A-3.5

EXHIBIT "B"

PROJECT TRACT LEGAL DESCRIPTION

Parcel 1:

A portion of the Southeast one-quarter of Section 9, Township 53 South, Range 42 East described as follows:

Commencing at the one half mile post on the West line of Section 9, Township 53 South, Range 42 East; as shown on the map of Highway Right-of-Way of proposed Northeast Seventy-ninth Street Causeway, which same is recorded in Plat Book 25, at page 70, of the Public Records of Miami - Dade County, Florida; thence N88°41'24" E along the center line of the above Right-of-Way for 1560.00 feet; thence S 01°37'08" E for 50.00 feet to a point of intersection with the South line of the above mentioned Right-of-Way, as now constructed; thence N 88°41'24" E along the South line of said Right-of-Way for 1943.16 feet to the point of curvature of a circular curve to the right; thence to the right along said curve having a radius of 557.82 feet and a central angel of 38°12'00" for an arc distance of 371.91 feet to a point of reverse curvature; thence to the left along a curve having a radius of 650.48 feet and a central angle of 48°08'54" for an arc distance of 546.63 feet to the POINT OF BEGINNING; thence continue along the aforementioned curve having a radius of 650.48 feet and a central angle of 16°43'50" for and arc distance of 189.84 feet to the point of intersection with the West Right-of-Way line of East Treasure Drive; thence S01°37'08" E along said Right-of-Way line of 220.83 feet to a point on a circular curve concave Northwesterly, having a radius of 853.98 feet; and from which a radial line bears N 21°26'37" W; thence Southwesterly along the arc of said curve for 185.52 feet through a central angle of 12°26'49"; thence N 01°37'08" W along a line parallel to and 180.00 feet West of the West Right-of-Way line of East Treasure Drive for 205.71 feet to the POINT OF BEGINNING; less the area bounded by the South Right-of-Way line of 79th Street Causeway, bounded by the West Right-of-Way line of East Treasure Drive and bounded by a 25 foot radius arc, concave Southwesterly and being tangent to the last two described lines. Lying and being in the City of North Bay Village, Miami-Dade County, Florida.

Parcel 2:

A portion of the Southeast one-quarter of Section 9, Township 53 South, Range 42 East described as follows:

Commencing at the one-half mile post on the West line of Section 9, Township 53 South, Range 42 East; as shown on the MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, which same is recorded in Plat Book 25, Page 70, of the Public Records of Dade County, Florida; thence N 88°41'24" E along the center line of the above right-of-way for 1560.00 feet to a point; thence S 1°37'08" E for 50.00 feet to a point on the South right-of-way of said Seventy-Ninth Street Causeway; thence N 88°41'24" E along the South line of said right-of-way for 1943.16 feet to the point of curvature of a curve to the right; thence to the right along said curve having a radius of 557.82 feet and a central angle of 38°12'00" for an arc distance of 371.91 feet to a point of reverse curvature; thence to the left along a curve having a radius of 650.48 feet and a central angle of 11°09'40" for an arc distance of 126.14 feet to the POINT OF BEGINNING; thence continue along the aforementioned curve having a central angle of 37°02'17" for an arc distance of 420.33 feet to a point; thence S 1°37'08" E for 205.71 feet to a point on the arc of a non-tangent curve to the right from which a radial line bears N 08°55'50" W; thence to the right along said curve having a radius of 853.98 feet, a central angle of 12°57'47" for an arc distance of 193.28 feet to a point of curvature of a curve to the right; thence continue along said curve to the right having a radius of 324.98 feet, a central angle of 27°40'09" and an arc distance of 156.95 feet to a point; thence S 1°37'08" E for 18.18 feet to a point; thence S 88°41'24" W for 68.95 feet to a point; thence N 1°37'08" W for 238.39 feet to the POINT OF BEGINNING.

End of Exhibit "B"

UTRERA LAW

CHRISTOPHER M. UTRERA, ESQ.
cmu@utreralaw.com

April 4, 2025

VIA EMAIL

Ms. Haydee Sera, Esq.
North Bay Village Attorney
Weiss Serota Helfman Cole + Bierman
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134
Hsera@wsh-law.com

Re: 1872 79th Street Causeway / Shoma Bay

Dear Ms. Sera,

As you are aware, Utrera Law has the pleasure of representing Shoma North Bay Village, LLC ("Shoma" or "Developer") as it pertains to the development of the property located at 1879 79th Street Causeway (the "Project"). Reference is made to the March 11, 2025 correspondence from our office ("Shoma's Response") and the defined terms used therein. Please allow this correspondence to serve as a continuation of the discussion commenced at the North Bay Village Commission ("Commission") meeting held on March 18, 2025 ("Meeting"), and more specifically, a reply to the Commission's proposal concerning the Community Contribution Fee and Payment in Lieu of Workforce Housing (collectively, the "Additional Payments").

Delays in Project Permitting

Prior to providing Shoma's reply, the reasoning behind it must be articulated. Setting aside our disagreement over the interpretation of the relevant provisions of the Agreement, the fact remains that at least a portion of the complained of "delay" in development of the Project is the result of the Village's own shortcomings. On March 24, 2025, Shoma provided the Village Manager, Frank Rollason, detailed correspondence and plethora of evidence providing examples of these shortcomings, particularly within the Village's Public Works Department ("Public Works"). As explained in said correspondence (a copy of which you have received), Public Works took extended periods of time to respond to requests, and in some instances simply did not understand what was needed of it. Furthermore, Shoma has learned that the Public Works director created numerous delays and issues with not only this Project, but many other projects and initiatives throughout the Village. Nevertheless, from what Shoma understands, many of these problems have been resolved and we can all agree that Public Works is running "much smoother"

now. However, the delays cited to by Shoma cannot be ignored.

As provided for in the Agreement, "[t]he 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." See Article 4.c. Furthermore, it should be noted that Article 7.g. requires the Village to "diligently proceed with the processing of any building permit applications submitted by the Developer for the Project and, to the extent feasible, expedite the issuance of the necessary Village permits for the Project." The information provided to the Village Manager demonstrates the permitting challenges that limited Shoma's ability to expeditiously continue the development of the Project, as there was an evident lack of diligence on the part of the Village.

As alluded to in Shoma's Response and at the hearing, any litigation that would result from the Village's refusal to issue a final Master Building Permit, or require the Additional Payments be made, would undoubtedly flush this all out and bring to light the "challenges" experienced with Public Works (not just for the Project, but throughout the Village), as any continued effort to delay issuance of the Master Building Permit based on the Additional Payments would be treated as further breach of these provisions.

"Breaking Ground"

While there is no need to further expand on the substance in Shoma's Response, it is important to refer the Commission to its own words and intentions. Shoma has gone back and reviewed the public hearing recordings from the November 2023 Commission meeting where the Agreement was discussed and voted on. What is clear from the meeting is the following – the Commission wanted Shoma to "break ground" and "start construction" prior to November 15, 2024. Please review the meeting video recordings to confirm. When the deadline of November 15, 2024 is discussed at said meeting, the Commission expressly stated it wanted Shoma to "break ground" and start construction by said deadline. Here, it simply cannot be argued that Shoma has not broken ground and started construction. The analysis employed by Shoma in its Response and contemplated by the Commission in November of 2023 support each other – the goal was to have started construction – not necessarily have obtained the Master Building Permit.[1]

Once again, should this matter proceed to litigation, this is precisely the type of information and evidence Shoma would present to support its position. Interestingly, it should be noted that at the Meeting, certain members of the Commission made it a point to criticize Shoma for allegedly not "clearing up" what a shell building permit meant, or for not abiding by what it agreed to in the

[1] Please note, as mentioned at the Meeting, the Florida Building Code's definition of the "start of construction" includes the following language: "[t]he actual start of construction means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of a slab or footings, installation of pilings or construction of columns."

Agreement. At this point, it appears that similar statements must be posed in the reverse – the Village seemed to understand what it wanted and agreed to, but is now asserting something else. At this rate, it would be difficult for the Village to avoid the words and understanding of its own Commission.

Selective Enforcement

Another matter that must be considered when weighing Shoma's response to the Commission's proposal is what appears to be a situation of selective enforcement on the part of the Village. Shoma has learned that the Commission seems to be selectively choosing which development agreements to enforce – whether for personal reasons, monetary reasons, or public concerns. Nevertheless, it appears that Shoma is on the "selected" side of the Village's enforcement efforts. This would serve as a violation of Shoma's Equal Protection rights. Something Shoma does not take lightly and will seek to completely uncover if necessary.

In fact, in reviewing the recordings of the very same Meeting where Shoma was painted as the defaulting party, the Commission was recorded discussing and electing to not enforce other development agreements within the Village. Interestingly, this was within minutes of Shoma being told that it was Shoma who was forcing the Commission to take this position. Respectfully, and whatever the reasoning, the Commission should not be allowed to do this. This seems all the more troublesome when considering prior unsuccessful attempts by the Village to extract funds from Shoma. Again, Shoma is prepared to further investigate this and uncover all other selective enforcement efforts by the Commission and the reasoning behind same.

Shoma's Offer

With the above in mind, and as requested by the Commission, Shoma does have a reply to the Commission's proposal discussed at the meeting: maintenance of the current course without any payment of any additional funds associated with the Additional Payments.

Nevertheless, Shoma is aware that the Village is in desperate need of funding for various projects, including the construction of its Village Hall. While Shoma believes this effort to extract the Additional Payments from Shoma is an attempt to compensate for this need, Shoma is still desirous of working with the Village to assist. As a sign of good faith, Shoma proposes making an additional $100,000.00 payment in line with its Village Hall Contribution required by the Agreement. See Article 7.d. of the Agreement. Please note, this is being offered not because Shoma believes it is required to offer any additional amounts to the Village or that it must find some "middle ground." Instead, this is being offered because Shoma does in fact appreciate its working relationship with the Village, shares the Village's goal of having the Project completed as soon as possible, and as it has stated countless times, Shoma wants to provide the Village and its residents the improvements they deserve. This includes not just the Shoma Bay Project and new Publix grocery store, but an exceptional and transformational Village Hall. Shoma hopes the Commission will consider and accept this offer so the two sides can amicably move forward.

Shoma expressly reserves all rights, claims, and defenses under the Agreement, applicable Florida and Federal law, and at equity. Nothing in this letter shall be construed as a waiver of any such rights or as an admission of any fact or legal conclusion. Once again, we respectfully request that the Village promptly withdraw the Notice of Default and confirm, in writing, that the Village intends to proceed in accordance with Shoma's offer herein.

As always, should you wish to discuss anything discussed in this correspondence, please feel free to reach out to me.

Sincerely,

UTRERA LAW



CHRISTOPHER M. UTRERA, ESQ.

cc: Client (via email)
Mario Garcia-Serra, Esq. (via email)
Tony Recio, Village Attorney (via email)

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:

RESOLUTION NO. 2025- _____

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.

WHEREAS, on March 5, 2024, Shoma North Bay Village, LLC, ("the "Owner") and North Bay Village (the "Village") entered into an Amended and Restated Development Agreement, which was recorded on March 8, 2024 in Official Records Book 34126 at Page 673 of the Public Records of Miami-Dade County, Florida (the "Agreement"); and

WHEREAS, the Owner was unable to meet certain development milestones set forth in the Agreement, and consequently negotiated modified terms with the Village to extend such milestones; and

WHEREAS, the Owner now seeks Village Commission approval of an amendment to the Agreement substantially in the form attached hereto as Exhibit "A" (the "Amendment"); and

WHEREAS, the Village Commission finds that the Amendment is consistent with the Village's Comprehensive Plan and the UDLC; and

WHEREAS, the Village Commission desires to approve the Amendment and authorize the Village Manager to execute the Amendment with the Owner in substantially the form attached hereto as Exhibit "A"; and

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

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

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

Section 2. Approval. That the Village Commission hereby approves the Amendment with the Owner.

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

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

Section 5. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

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

Mayor 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, PL
Village Attorney

FIRST AMENDMENT TO
AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT (hereinafter the "First Amendment") is made and entered into this _____ day of July, 2025, by and between Shoma North Bay Village, LLC, a Florida limited liability company (the "Developer") and North Bay Village, Florida, a Florida municipal corporation (the "Village").

WHEREAS, on March 5, 2024, the Developer and the Village entered into an Amended and Restated Development Agreement, which was recorded on March 8, 2024 in Official Records Book 34126 at Page 673 of the Public Records of Miami-Dade County, Florida (the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement as set forth herein; and

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. Amendment of Paragraph 2(m) of the Agreement. Paragraph 2(m) of the Agreement is deleted in its entirety and replaced as follows:

> m. "Master Building Permit" means a building permit for above-grade vertical construction of the building envelope of the residential building approved under the Project Approval, as herein defined. A foundation permit does not constitute a Master Building Permit.

3. Amendment of Paragraph 7 of the Agreement. Paragraph 7 of the Agreement is amended as set forth in Exhibit A.[1]

4. No Further Modifications. Except as modified herein, the terms of the Agreement shall remain unchanged and in full force and effect. For avoidance of doubt, this First Amendment shall not extend the Term set forth in the Agreement.

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

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

7. Defined Terms. All initial capitalized terms used in this First Amendment but not

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

otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

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

9. Execution, Recording, and Effective Date. This First Amendment shall be executed by both Parties within fourteen (14) days following approval at public hearing, and the Village shall thereafter record this Amendment in the public records of Miami-Dade County at the Developer's expense. This First Amendment shall be effective upon recording in the public records of Miami-Dade County. Notwithstanding the Effective Date provided herein, the Village and the Developer shall act in good faith to carry out the intent of this First Amendment upon the date of execution.

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

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

In the presence of:

NORTH BAY VILLAGE, FLORIDA,
a Florida Municipal Corporation

_____
Witness #1 Print Name: _____
Witness #1 Address: _____
_____

By: _____
Frank Rollason
Village Manager
Dated this ___ day of _____, 2025.

_____
Witness #2 Print Name: _____
Witness #2 Address: _____
_____

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 Frank Rollason as Village Manager of North Bay Village, a Florida municipal corporation, on behalf of the Village. He is personally known to me or has produced _____as identification, and acknowledged that he did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

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

DEVELOPER:

In the presence of:

SHOMA NORTH BAY VILLAGE, LLC, a Florida Limited Liability Company:

_____ By: _____

Witness #1 Print Name: _____ Print Name: Masoud Shojaee

Witness #1 Address:_____ Manager

_____ Dated this ___ day of _____

_____, 2025.

_____

Witness #2 Print Name: _____

Witness #2 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 Shoma North Bay Village, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced _as identification and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

_____

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

EXHIBIT A TO FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT

7. Conditions of Approval.

a. Community Contribution Fee.

i. Based on the date of the Approval Resolution and on commitments made by the Developer as to timing of the construction of the Project, and as modified by the Commission pursuant to Resolution No. 2021-010, the Developer shall pay a total community contribution fee of ~~$1,370,000~~ 2,870,000.00, provided a ~~shell~~ Master Building Permit ~~building permit~~ is obtained and vertical construction of the Project commences on or before ~~November 15, 2024~~ August 30, 2025, as follows:

Installment	When Due	Percent of Total	Amount Due	Status as of July 15, 2025
1	February 28, 2024	~~25%~~ 12%	$342,500.00	Paid
2	May 30, 2024	~~25%~~ 12%	$342,500.00	Paid
3	August 31, 2024	~~50%~~ 24%	$685,000.00	Paid
4	Prior to issuance of Master Building Permit	26%	$750,000.00	Due
5	Prior to issuance of Certificate of Occupancy	26%	$750,000.00	Due
Total[1]		100%	~~$1,370,000.00~~ $2,870,000.00	

[1] The above total reflects an adjustment of the Community Contribution Fee by the Village Commission pursuant to Commission authority set forth in Resolution No. 2021-010 based on ~~commitments made by~~ the Developer obtaining a Master Building Permit for ~~as to timing of~~ the construction of the Project on or before August 30, 2025. If by ~~November 16, 2024~~ August 30, 2025, a ~~shell building permit~~ Master Building Permit has not been obtained and vertical construction of the Project has not commenced, then the balance of the Community Contribution Fee that would have been due, $3,528,931.00 (or $2,778,931.00, if the Village is in receipt of the $750,000.00 payment set forth on line 4 in the chart above), shall be paid by the Developer prior to obtaining any building permit on the Property.

[* * *]

c. Payment in Lieu of Workforce Housing. In order to qualify for the density required to achieve the number of units, Developer must either (i) provide 34 dwelling units of workforce housing, (ii) make a payment in lieu of workforce housing pursuant to Ordinance No. 2023-012, or (iii) or provide a combination of workforce housing on-site and payments in lieu of workforce housing, up to the equivalent of 34 workforce housing dwelling units. Pursuant to its authority under Ordinance No. 2023-012 the Village Commission has modified the amount due for the payment in lieu of workforce housing for the 34 dwelling units based on commitments made by the Developer as to timing of the construction of the Project. Accordingly, the Developer shall pay $987,000, provided a ~~shell building permit~~ Master Building Permit is obtained and vertical construction of the Project commences on or before ~~November 15, 2024~~ August 30, 2025, as follows:

Installment	When Due	Percent of Total	Amount Due	Status as of July 15, 2025
1	February 28, 2024	25%	$246,750.00	Paid
2	May 30, 2024	25%	$246,750.00	Paid
3	August 31, 2024	50%	$493,500.00	Paid
Total[1]		100%	$987,000.00	

[1] The above total reflects an adjustment of the Payment in Lieu of Workforce Housing by the Village Commission pursuant to Commission authority set forth in Ordinance No. 2023-012 based on commitments made by the Developer as to timing of the construction of the Project. If by ~~November 16, 2024~~ August 30, 2025, a ~~shell building permit~~ Master Building Permit has not been obtained and vertical construction of the Project has not commenced, then an additional payment of $3,807,000.00, shall be paid by the Developer prior to obtaining any building permit on the Property.

[* * *]

ITEM NO. 13.B

North Bay Village
Recommendation Memorandum

DATE: July 15, 2025

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

FROM: Silvia Vargas, Village Planner

SPONSORED BY: N/A

SUBJECT: **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)**

RECOMMENDATION

Suggested Action: The Planning and Zoning Board on July 2nd, 2025, voted unanimously 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

See attached Staff Report and supporting documentation.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

N/A

ATTACHMENTS

Staff Report - 7821 Beach View Dr. -Fence height variance.pdf
Attachment 1 - Variance Aplication.pdf
Attachment 2 - SURVEY 7821 BEACH VIEW DR .pdf
Attachment 3 - Proposed fence shop Drawings.pdf
Attachment 4 - Evidence of Conditions and recent incidents.pdf
Attachment 5 - Resolution - Fence Height Variance.docx
Proof of mailed notice.pdf
Notice of Public Hearing - MDC Legals.pdf
07-15-2025-Notice of PH - MDC Legal-Ads.7-2-25.pdf

MEMORANDUM
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Tel: (305) 756-7171
Fax: (305) 756-7722
Website: www.northbayvillage-fl.gov

Date: **July 2, 2025**

To: **Planning and Zoning Board**

From: **Silvia E. Vargas, FAICP, Village Planner and Joshua Nogareda, Planner**

Case: **VAR2025-003**

Subject: **Request for Variance from the maximum fence height restrictions for 7821 Beach View Drive**

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1. General Information

Owner:	Demis Alain Rodriguez
Applicant Address:	7821 Beach View Dr
Site Address:	7821 Beach View Dr
Site Acreage	0.21 Acres (9,200 sf)
Folio Number	23-3209-008-0230
Contact Person/Owner Representative:	Demis Alain Rodriguez
Phone Number:	786-420-7631
E-mail Address	demis@shrengineering.com

2. Legal Description of Subject Property

9 53 42 NORTH BAY ISLAND PB 40-59 LOT 26 & STRIP 1FT WIDE ADJ SAME ON EAST BLK 1 LOT SIZE 80.000 X 115 73R-301483

3. Property Future Land Use Map and Zoning Designations

Future Land Use	Single Family Residential
Zoning District	RS-1 Low Density Single-Family Residential
Existing Land Use	Single Family Residential

4. Adjacent Land Use Map Classifications and Zoning District

North	Future Land Use	N/A
	Zoning District	N/A
	Existing Land Use	Vegetated Buffer – 79th Street Causeway
East	Future Land Use	N/A
	Zoning District	N/A
	Existing Land Use	Biscayne Bay
South	Future Land Use	Single Family Residential
	Zoning District	RS-1 Low Density Single-Family Residential
	Existing Land Use	Single Family Residential
West	Future Land Use	Single Family Residential
	Zoning District	RS-1 Low Density Single-Family Residential
	Existing Land Use	Single Family Residential

5. Background

The property owner and Applicant, Demis Alain Rodriguez, is seeking a variance to install a nine-foot aluminum fence along the rear (waterfront) property line, where the maximum permitted height is six (6) feet.

The Applicant's single-family residential property is located on North Bay Island and has an approximate land area of 9,200 square feet, according to Property Appraiser records. The existing home on the lot was built in 1954 and remodeled in 1975, with a total living area of 2,284 square feet. The survey submitted with Mr. Rodriguez's application shows existing encroachments beyond Mr. Rodriguez's northern property line (a wood deck and a portion of the driveway). Based on Staff's review, there appears to be no justification for these encroachments, which date from

approximately 1990. The encroachments would be removed as part of the property owner's plans to demolish and replace the existing home and related site improvements.

The Applicant previously requested an unrelated variance to provide a setback to 5 feet on the north side of the property as part of the construction the new single-family residential. The variance request was denied by the Village Commission via Resolution No. 2025-034 on April 15, 2025, after finding that the variance did not meet the criteria established in Sec. 7.3 of the ULDC.

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 a fence with a maximum height of nine (9) feet along a portion of the rear (waterfront) property line of a single-family parcel. Sec. 8.17(F)(2)(A) of the ULDC limits walls and fences within rear and side setbacks to a maximum of six (6) feet in height. Section 7.3 of the ULDC describes the criteria for evaluating a hardship-based variance. According to shop drawings submitted with the variance application, the Applicant proposes to install a metal privacy/security fence along a portion of the rear (waterfront) property line, extending south from the northeast corner of the property to the point where the existing seawall joins the existing dock.

The subject property is a waterfront lot located on North Bay Island and lies adjacent to the eastbound lanes of the 79th Street / JFK Causeway, a major public thoroughfare that provides direct access onto and off the island, as well as the public sidewalk of eastbound 79th Street Causeway (Figure 1). An ornamental wall (between 6 and 8 feet in height) borders the public sidewalk along the Causeway.

As described in the Letter of Intent and subsequent emails exchanged with Staff, the Applicant is requesting increased fence height to address security concerns arising from repeated instances of trespassing onto his property's rear yard during the six months that his family has resided there, and to enhance the privacy and safety of the residence. While the request exceeds the maximum allowed height, the intent is to provide a reasonable level of protection based on the site's location and exposure. The Applicant has shared several screenshots from the property's security camera system (which are attached to this report) showing intruders coming onto the property from the north (Causeway) side, along the water's edge, prowling the rear yard, and/or stealing the Applicant's personal property. The NBVPD has been called to the property and has provided copies of various incidents reports. The Applicant has met with the Village Manager and the Mayor to discuss the circumstances.

The Applicant installed two sections of 6-foot privacy fence and a spiked metal fence without the benefit of permit. The Applicant has stated that these were intended as a temporary emergency measure to minimize the risk of further intrusions after other measures failed to thwart the intruders. Pending the outcome of the variance request, Code Enforcement has not yet issued a citation for the unpermitted work. Regardless of the outcome of the variance review, however, the unpermitted fences must be either properly permitted after the fact to remain (if they comply with the provisions of the ULDC), or must be removed (if they do not).

Figure 1 – Aerial Photo



Source: Miami-Dade County Property Appraiser.

7. Consistency with NBV100 Comprehensive Plan and NBV100 Master Plan

The variance request is consistent with the following Future Land Use Goal of the NBV100 Comprehensive Plan:

"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."

Similarly, the variance request is in line with the consideration of property rights specified in Policy 14.1 of the Comprehensive Plan's Property Rights Element which states:

"In local decision-making, the Village shall consider the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property."

In addition, the application is consistent with aspects of the Livability and Resilience pillars of the NBV100 Master Plan Vision. The installation of a taller fence is intended to more effectively deter unauthorized access to the rear of his property, which has not been accomplished by other reasonable measures taken by the property owner thus far. The taller fence will reduce exposure and effectively make intrusions more difficult, helping to protect life and property for this family — an outcome that aligns with the Comprehensive Plan's emphasis on quality of life, livability, and a secure and enjoyable built environment.
Specifically:

- NBV100 Vision – Livability Pillar calls for "improving quality of life" and a "stronger sense of place" for Village residents.
- NBV100 Vision – Resilience Pillar supports efforts to "protect assets and the built environment."

8. Compliance with Variance Criteria

The variance 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(F)(2)(A), which establishes a maximum height of six (6) feet for fences located within the rear and side setbacks for properties located in the RS-1 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, of a variance request, 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 property is situated near the 79th Street Causeway, a major public corridor that increases its exposure to foot and vehicular traffic. As a result, the property has experienced repeated intrusions, prompting concerns about safety and security that are not typical.

   Staff Evaluation: The Applicant has submitted photographic evidence of several recent instances of security breaches occurring on the subject property. The lot is situated on the north edge of North Bay Island, on the east side of Beach View Drive and features a rear (waterfront) yard which is visible, and evidently reachable, from the elevated Causeway. There are only two properties in North Bay Island similarly situated, but this one is the most exposed due to unique conditions of the interface between the public right-of-way and the Applicant's private property. **Complies.**

2. *The special circumstances and conditions were not self-created by any person having an interest in the property.*

   Applicant's Remark: The security challenges cited stem from the property's proximity to the public corridor and the resulting foot traffic, which are not within the control of the applicant.

Staff Evaluation: While the property's location and surrounding conditions are long-standing and not the result of any discretionary action by the Applicant, there may be additional factors, such as increased foot traffic on the Causeway, or a decrease in vegetative buffer between the property and the public right-of-way, exacerbating the current problem. In any case, the requested variance addresses safety and security concerns arising from the property's direct exposure to a public corridor and its elevated visibility. These factors are not created by the applicant and are not under his control. **Complies.**

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: Without the requested variance, the applicant asserts that the property would remain vulnerable to trespassing and potential safety threats, thus limiting their ability to securely enjoy the use of their property.

Staff Evaluation: While the property is and could be used for residential purposes without the variance, the Applicant states that a standard fence height of six feet has already proven ineffective in deterring trespassing. Staff acknowledges that the present conditions create discomfort and deter the family from peacefully enjoying their backyard, as well as creating potentially unsafe conditions for the family. The request is based on enhancing security in response to a documented condition, which may represent a form of unnecessary hardship if no reasonable alternative for protection exists under the Code. It is not guaranteed, however, that the increased fence height alone will provide the relief sought by the Applicant. Additionally, other options may exist. **Partially complies.**

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: The variance request is based on specific conditions affecting the applicant's property and is not intended to secure a benefit not available to others.

Staff Evaluation: The ability to request a variance is available to all property owners within the RS-1 zoning district. The justification provided by the applicant is based on unique physical and situational factors rather than a desire for aesthetic enhancement or additional development rights. If granted, the variance would respond to specific site security concerns and not confer an undue privilege**. Complies.**

5. *The Variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building.*

Applicant's Remark: The requested nine-foot height is the minimum necessary to deter intrusions, based on prior experiences with lower fencing.

Staff Evaluation: The applicant is not requesting a blanket deviation but is limiting the request to the rear property line, where exposure is greatest. Staff finds that the request is specific and

proportional to the stated purpose, and it does not include unnecessary expansions to other areas of the property. It is not possible to know with certainty that the deviation requested will provide the relief sought, of if a lower height would achieve the same result. **Partially complies.**

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 variance is intended to improve safety and protect the well-being of the property owner's household without altering the character of the neighborhood.

Staff Evaluation: The ULDC's purpose includes preserving public welfare and neighborhood compatibility. Provided that the final fence design incorporates appropriate materials and construction, the requested variance is not expected to be injurious to the area. If conditions are applied to maintain residential character, the request may be viewed as consistent with the ULDC's general intent. However, Staff acknowledges that the difference between standard six-foot fences in the vicinity (or no fences, in the case of many of the waterfront properties nearby) and a nine-foot fence is likely to be noticeable**. 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 based solely on safety and security needs and is unrelated to development cost savings.

Staff Evaluation: There is no indication that the variance request is financially motivated. The proposal seeks to enhance property protection and does not appear to be a cost-saving measure. **Complies.**

9. Recommendation

Based on the documentation provided, Staff finds that the variance request is based on site-specific conditions related to the property's proximity to the 79th Street Causeway, which recently have resulted in repeated unauthorized intrusions. The request is limited in scope to the rear property line and is not proposed along the front or side yards. It does not appear to be financially motivated and is framed as the minimum necessary to address identified security concerns.

Based on the information provided, Staff finds that the request **generally satisfies the variance criteria outlined in Sec. 7.3 of the Unified Land Development Code (ULDC)**. Therefore, **Staff recommends approval of the variance, subject to the conditions listed below.**

Approval of the variance, if granted, shall not indicate or imply approval of working drawings or plans required for building permit issuance. Compliance with all conditions shall be required prior to or concurrent with the issuance of permits.

Should the Planning and Zoning Board recommend approval, Staff recommends the below conditions be incorporated into any final action by the Village Commission.

10. Conditions

1. The granting of this variance shall be limited to the installation of a fence with a maximum height of nine (9) feet along the rear property line only. The variance shall not apply to any side or front yard fencing.
2. The fence to which the variance applies shall be constructed in strict conformance with the plans and shop drawings submitted as part of the variance application, prepared by AM American Consulting, dated 05.28.2025 (revision date, as submitted), including Sheets SD-0.0, SD-1.0, SD-1.1, SD-1.2 and SD-1.3, subject to any modifications required by these conditions.
3. To minimize potential visual impacts from the 79th Street Causeway and ensure the fence is not detrimental to the public welfare, the Applicant shall provide visual softening measures, such as a muted, non-reflective fence color to support compatibility with the surrounding residential character. The Applicant shall provide the Village with the intended visual softening measures at building permit application. The Village may withhold the issuance of the building permit if the measures are not provided and, if the measures are not complied with, a final permit will be withheld.
4. All cost recovery charges pursuant to Section 5.12. must be paid prior to the issuance of a building permit.
5. 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 – Proposed fence shop drawings
Attachment 4 – Evidence of current conditions and record of recent intrusions
Attachment 5 – Draft Resolution

North Bay Village

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.northbayvillage-fl.gov

APPLICATION FORM FOR VARIANCE REQUEST, INCLUDING EXTENSION OF AN UNEXPIRED VARIANCE AND/OR SPECIAL EXCEPTION APPROVAL

This application form is to be used to petition for a variance from the regulations pursuant to Section 7.3. of the North Bay Village Unified Land Development Code. **This application may only be applied for by the owner of the property, which shall mean the person who owns and currently resides, or owns and intends to reside, at the subject premises, or their legal representative.**

Submit your application, with all the required information to the Village Planning and Zoning Official, via svargas@cgasolutions.com. Physical copies of materials may be requested prior to public hearing, to be delivered at the Village offices located at 1666 Kennedy Causeway, Suite 300. Variances require public hearings conducted by the Planning & Zoning Board and the Village Commission. Applications must be complete, and all required fees be paid in order to be accepted and placed on an agenda.

This application, including all supplemental forms and data, must be completed in accordance with the attached instructions and submitted with the required fees pursuant to the most up-to-date Fee Schedule. Accepted payment methods for the required fees are check or credit card when paying in person at the Village offices. You may also call (305) 756-7171 to make your credit card payment by phone.

This form is a fillable PDF. TYPE OR PRINT LEGIBLY ALL INFORMATION ON THE APPLICATION.

1. Property Owner Name: Denis Rodriguez
2. Contact Phone: (786) 460-7631 Email Address: DENIS@shrengineering.com
3. Mailing Address: 7821 Beachview dr North Bay Village 33141

4. Applicant Name: _____
(If different from Owner)

5. Contact Phone: _____ Email Address: _____

6. Mailing Address _____

7. Address of Property Covered by the Application: _____

8. Legal Description of Property Covered by the Application (add pages if needed):

9. Folio Number(s): 008 - 0230

10. Lot Size (square feet): 9,200'

11. Future Land Use and Zoning Designations: _____

12. Section(s) of the North Bay Village ULDC form which the Applicant Seeks Relief: ____

13. Variance(s) Requested: 9' Aluminum Fence

14. Reasons for the Request (add pages if necessary): Safety Reasons

OWNER AFFIDAVIT/INTENT TO RESIDE

I, Deyis Rodriguez 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 10 day of June, 2025.

Idel Amores
Notary

Notary Public State of Florida
Idel L Amores
My Commission HH 466301
Expires 11/20/2027

Public Commission expires: 11/20/27

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 Denis Rodriguez

(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 10 day of June, 2025

by Denis Rodriguez, who is personally known to me or who has produced FL-DL as identification.

Notary Public Signature _____

Notary Public State of Florida
Idel L Amores
My Commission HH 466301
Expires 11/20/2027

Commission Number/Expiration HH466301
11/20/27

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: 6/9/2025

Relationship to the project: (e.g., property owner, architect, developer, attorney)

Property owner

Full Name: Denis Rodriguez

Current Address: 7821 Beachview Dr

City: North Bay Village State: FL Zip: 33141

Telephone: 786 420 7631 Email: Denis@SHKengineering.com

I am fully authorized to commit to the expenditures contemplated by this Cost Recovery Affidavit.

Signature

SWORN AND SUBSCRIBED BEFORE ME THIS 10 DAY OF June, 2025

Idel Amores

Notary Public, State of Florida at Large

My Commission expires 11/20/2027.

Notary Public State of Florida
Idel L Amores
My Commission HH 466301
Expires 11/20/2027

Subsections 5.12.B. and C. Regarding Cost Recovery

B. Cost Recovery Established

1. The applicant shall reimburse the Village for the actual cost of consultant or employed professional review services pursuant to the cost recovery procedures and requirements of subsection C below.

2. Payment in full by the applicant to the Village for the Village's actual expenditures for review of the application shall be a written condition of any development order. These cost recovery deposits fees shall be in addition to any and all other fees required by law, rule, or regulation of the Village Code of Ordinances.

C. Cost Recovery procedure.

1. At the time of submission of any application for development approval, the applicant shall pay the minimum cost recovery deposit fee outlined in the development approval fee and cost recovery deposit schedule set forth in this section, which funds shall be deposited into a cost recovery escrow account established for this purpose. Withdrawals shall be made to reimburse the Village for the cost of consultant services.

2. The Village shall provide the applicant with a copy of the consultant's invoice for any services charged against the applicant's cost recovery escrow account.

3. When the balance in the Village's cost recovery escrow account is reduced to one-half of its initial amount, the applicant shall deposit additional funds into such account to bring its balance up to the amount of the initial deposit. If such amount is not replenished within 30 calendar days after the applicant is notified, in writing, of the requirement of such additional deposit, the Village shall suspend its review of the application and the application shall be deemed withdrawn.

4. If an application is suspended due to nonpayment of the additional escrow deposit specified in subsection 3., a resubmission fee shall be paid, and the cost recovery deposit shall be replenished to a minimum of one-half of the original deposit amount before the application will be reviewed.

5. Prior to the scheduling or noticing of any board or commission hearing, the Village Manager's review of the application shall be complete, and the cost recovery escrow account balance shall be replenished to equal at least one-half of the initial deposit amount.

CHECK LIST FOR THE APPLICANT

Mandatory Submittals:

- [x] Complete Variance Application, including all required forms and affidavits, signed by property owner or owner's representative.
- [x] Letter of Authorization from property owner, if different from Applicant.
- [x] Letter of intent, signed by the Applicant (refer to page 5 of this document), explaining the nature of the request, justification for the proposed variance, evidence that the request complies with Subsection 7.3.D. of the North Bay Village Unified Land Development Code, and other pertinent information. Insufficient justification may result in denial of the application. The applicant must justify each individual variance in the letter of intent.
- [x] Certified Land Survey dated within two (2) years of the filing date of the administrative adjustment application, reflecting all current conditions.
- [x] Map or aerial photo showing adjacent properties, surrounding streets (labeled) and a north arrow.
- [x] Photos of buildings and structures on the property concerned.
- [x] Accurately dimensioned plans showing the location and spacing distance of the proposed construction in relation to property lines and existing structure(s), the general location and use of existing structures on property adjacent to the subject property; and the variance being requested clearly shown, (i.e., required versus proposed structure).
- [x] Floor plans and elevations if required by the Planning and Zoning Official.
- [x] Filing fees and cost recovery deposit (Refer to the most current North Bay Village Fee Schedule).

Optional Submittals:

- [ ] Signed consent letters from neighboring property owners.
- [ ] Different versions of the proposed variance based on alternative design options.

Applications are deemed incomplete until all mandatory submittals have been received by the Village Planning and Zoning Official.

EVIDENCE THAT THE REQUEST COMPLIES WITH SUBSECTION 7.3.D. OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE

In your Letter of Intent, or separately, address how the Variance Application complies with the following criteria.

For the Planning and Zoning Board to recommend approval, and for the Village Commission to grant approval, of a variance request, both must make an affirmative finding with respect to all seven (7) of the following criteria:

1. That there are special circumstances and conditions which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same zoning district.
2. That the special circumstances and conditions were not self-created by any person having an interest in the property.
3. That the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of the land, structure, or building for which the variance is sought; and would involve an unnecessary hardship for the applicant.
4. That granting the variance requested will not confer on the applicant any special privilege that is denied by the Unified Land Development Code to other land, structures, or buildings in the same zoning district.
5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building.
6. That granting the variance will be in harmony with the general intent and purpose of this chapter, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
7. The variance request is not based exclusively upon a desire to reduce the cost of development.

Office Use Only:

Date Submitted: _____ Total Paid: $_____

Date Paid: _____ Filing Fee: $_____

Cash or Check #_____ Cost Recovery Dep: $_____

Silvia and Joshua,

I am writing to formally request a variance from the North Bay Village Unified Land Development Code (ULDC) to allow the installation of a 9-foot aluminum fence surrounding my property located at 7821 Beachview Dr North Bay Village FL, 33141. The proposed fence is intended to enhance security for my property due to concerns related to unauthorized intrusions and safety issues stemming from the proximity to the bridge nearby. My property has experienced repeated intrusions, creating a significant risk to my family's safety and peace of mind.

1. Special Circumstances and Conditions:

My property has unique circumstances due to its location near the bridge, which increases accessibility for unauthorized individuals and has resulted in a pattern of trespassing that is not applicable to other properties in the area.

2. Conditions Not Self-Create:

The challenges faced are not a result of any actions or decisions made by me or any previous owner; rather, they stem from the property's geographical and structural dynamics.

3. Deprivation of Reasonable Use:

The strict adherence to the current height limitations would leave my property vulnerable and limit my ability to enjoy my home securely, constituting an unnecessary hardship.

4. No Special Privilege:

Granting my request will not confer any special privilege to me that is not available to other homeowners within the same zoning district, as the security and safety of residents should be paramount.

5. Minimum Variance Necessary:

A 9-foot height is the minimum necessary to achieve a level of security that alleviates the frequent concerns I face. A shorter fence does not provide adequate protection against the existing issues.

6. In Harmony with General Intent:

The proposed variance aligns with the general intent of maintaining neighborhood integrity and does not detract from the public welfare. Enhanced security for my property contributes positively to the community by discouraging intrusions.

7. Not a Desire to Reduce Costs:

My request is driven by the genuine need for security, not to minimize developmental costs. The safety and well-being of my family are paramount, and the investment in this fence reflects that priority.

I respectfully ask for your favorable consideration of my application for the variance to construct a 9-foot fence. I appreciate your time and consideration in addressing this matter.

Sincerely,

Demis Rodriguez

MAP OF BOUNDARY, TOPOGRAPHIC & TREE SURVEY

CERTIFICATE OF AUTHORIZATION # LB-8023

Survey Pros, Inc.

4348 SW 74TH AVENUE, MIAMI, FL. 33155

PH: (305) 767-6802 (main)

MIAMI-DADE | BROWARD | PALM BEACH | MONROE | HILLSBOROUGH | PINELLAS

www.survey-pros.com

LEGEND

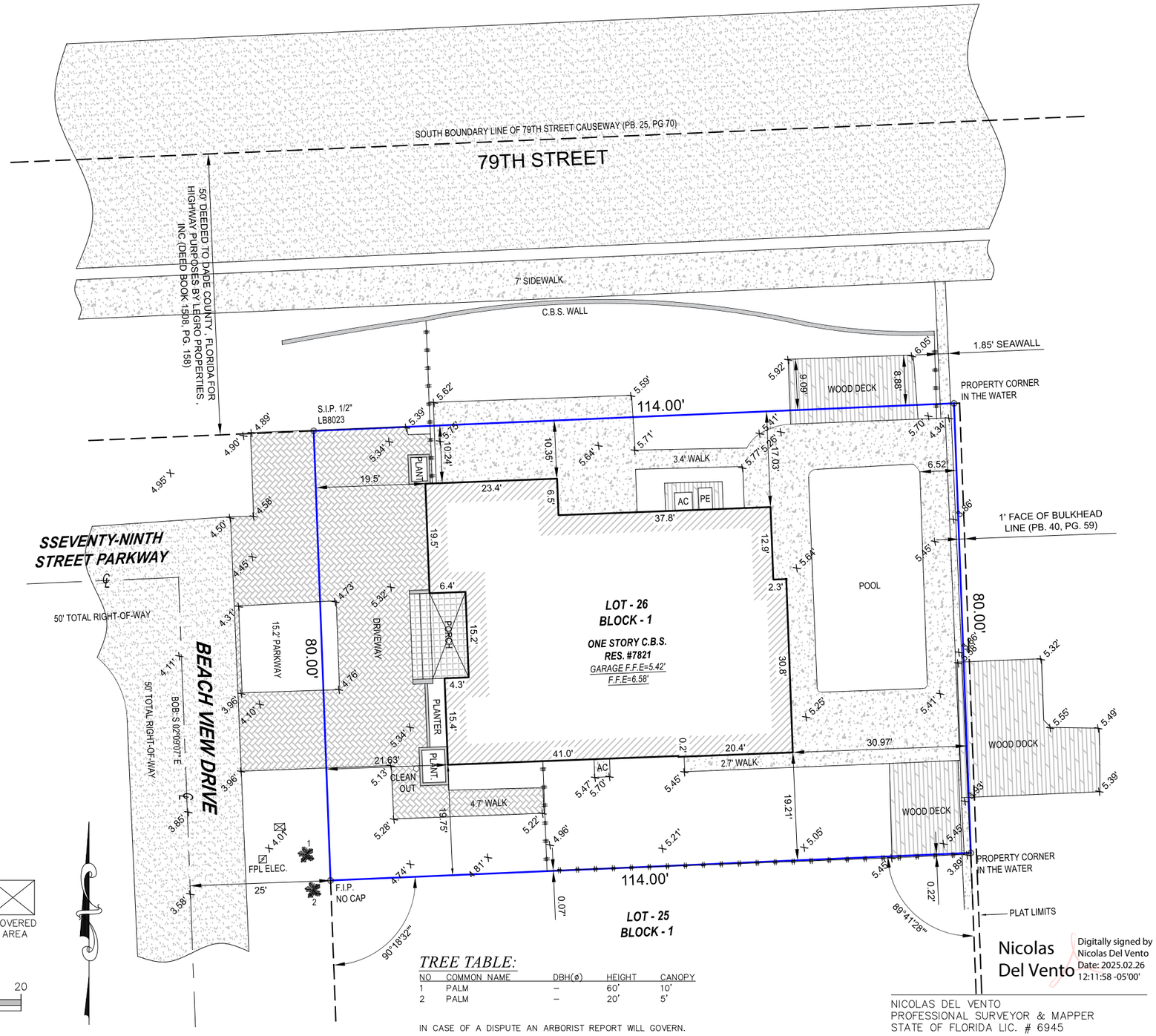
ABBREVIATIONS:

A = ARC DISTANCE
AC = AIR CONDITIONER PAD
BCR = BROWARD COUNTY RECORDS
BLDG = BUILDING
BM = BENCH MARK
BOB = BASIS OF BEARINGS
CBS = CONCRETE BLOCK & STUCCO
(C) = CALCULATED
C&G = CURB & GUTTER
CLF = CHAIN LINK FENCE
COL = COLUMN
D.E. = DRAINAGE EASEMENT
D.M.E. = DRAINAGE & MAINTENANCE EASEMENT
D/W = DRIVEWAY
EB = ELECTRIC BOX
ENC. = ENCROACHMENT
EP = EDGE OF PAVEMENT
EW = EDGE OF WATER
FDH = FOUND DRILL HOLE
FFE = FINISHED FLOOR ELEVATION
FIP = FOUND IRON PIPE (NO ID)
FIR = FOUND IRON ROD (NO ID)
FN = FOUND NAIL (NO ID)
FPL = FLORIDA POWER & LIGHT TRANSFORMER PAD
L.E. = LANDSCAPE EASEMENT
L.M.E. = LAKE MAINTENANCE EASEMENT
(M) = MEASURED
MDCR = MIAMI-DADE COUNTY RECORDS
MH = MAN HOLE
ML = MONUMENT LINE
(P) = PLAT
PB = PLAT BOOK
PC = POINT OF CURVATURE
POP = PERMANENT CONTROL POINT
PE = POOL EQUIPMENT PAD
PG = PAGE
PI = POINT OF INTERSECTION
PL = PLANTER
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PRC = POINT OF REVERSE CURVATURE
PRM = PERMANENT REFERENCE MONUMENT
PT = POINT OF TANGENCY
R = RADIUS DISTANCE
(R) = RECORD
R/W = RIGHT-OF-WAY
RES = RESIDENCE
SIP = SIP LB#8023
SND = SET NAIL & DISK LB#8023
STL = SURVEY TIE LINE
SWK = SIDEWALK
(TYP) = TYPICAL
UB = UTILITY BOX
U.E. = UTILITY EASEMENT
W/F = WOOD FENCE

SYMBOLS:

T = TELEPHONE RISER
CATV = CABLE TV RISER
WM = WATER METER
X 0.00 = ELEVATION
(00') = ORIGINAL LOT DISTANCE
Δ = CENTRAL ANGLE
℄ = CENTER LINE
WV = WATER VALVE
= CURB INLET
= FIRE HYDRANT
= LIGHT POLE
= CATCH BASIN
= UTILITY POLE
D = DRAINAGE MANHOLE
S = SEWER MANHOLE
= METAL FENCE
= WOOD FENCE
= CHAIN LINK FENCE
= EASEMENT
= BOUNDARY LINE
= OVERHEAD UTILITY LINE
= ORIGINAL LOT LINE

ASPHALT | CONCRETE | PAVERS/ BRICK | TILES | COVERED AREA



GRAPHIC SCALE

20 0 10 20

1"=20'

TREE TABLE:

NO	COMMON NAME	DBH(ø)	HEIGHT	CANOPY
1	PALM	–	60'	10'
2	PALM	–	20'	5'

IN CASE OF A DISPUTE AN ARBORIST REPORT WILL GOVERN.

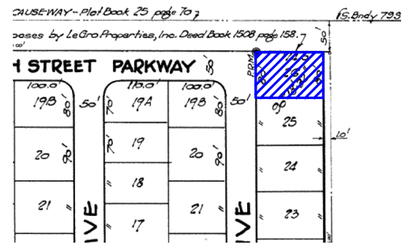
Nicolas Del Vento

Digitally signed by Nicolas Del Vento
Date: 2025.02.26 12:11:58 -05'00'

NICOLAS DEL VENTO
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA LIC. # 6945

LOCATION SKETCH:

NOT TO SCALE



PROPERTY ADDRESS:

7821 BEACH VIEW DRIVE, NORTH BAY VILLAGE, FL. 33141

LEGAL DESCRIPTION:

LOT 26, OF NORTH BAY ISLAND, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGE 59, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

FLOOD ZONE INFORMATION:

THE GRAPHICALLY DEPICTED BUILDING(S) SHOWN ON THIS MAP OF SURVEY IS WITHIN ZONE AE
BASE FLOOD ELEVATION 8
COMMUNITY NAME & NUMBER CITY OF NORTH BAY VILLAGE 120654
MAP & PANEL NUMBER 12086C0306 SUFFIX L

SURVEYOR'S NOTES:

1. ELEVATIONS WHEN SHOWN REFER TO 1929 NATIONAL GEODETIC VERTICAL DATUM (NGVD 1929).
2. NO ATTEMPT WAS MADE TO LOCATE FOOTINGS/FOUNDATIONS, OR UNDERGROUND UTILITIES UNLESS OTHERWISE NOTED.
3. THE LANDS SHOWN HEREON HAVE NOT BEEN ABSTRACTED IN REGARDS TO MATTERS OF INTEREST BY OTHER PARTIES, SUCH AS EASEMENTS, RIGHTS OF WAYS, RESERVATIONS, ETC. ONLY PLATTED EASEMENTS ARE SHOWN.
4. THIS SURVEY WAS PREPARED FOR AND CERTIFIED TO THE PARTY(IES) INDICATED HEREON AND IS NOT TRANSFERABLE OR ASSIGNABLE WITHOUT WRITTEN CONSENT OF THIS FIRM.
5. ALL BOUNDARY LIMIT INDICATORS SET ARE STAMPED LB#8023.
6. THE BOUNDARY LIMITS ESTABLISHED ON THIS SURVEY ARE BASED ON THE LEGAL DESCRIPTION PROVIDED BY THE CLIENT OR ITS REPRESENTATIVE.
7. FENCE OWNERSHIP IS NOT DETERMINED. DIMENSIONS ARE TO THE INTERIOR PORTION OF THE FENCE.
8. ADDITIONS OR DELETIONS TO THIS SURVEY MAP AND/OR REPORT BY SOMEONE OTHER THAN THE SIGNING PARTY(IES) IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY(IES).
9. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. OTHERWISE THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY.
10. BEARINGS WHEN SHOWN ARE TO AN ASSUMED MERIDIAN AND BASED ON PLAT. THE CENTERLINE OF BEACH VIEW DRIVE BEARS S 02°09'07" E.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER MY DIRECTION AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUE.

CERTIFIED TO:

HIVO GONZALEZ

NICOLAS DEL VENTO LICENSE NO.6945 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

DATE OF ORIGINAL FIELD WORK: 10/30/2024

JOB NUMBER: 241011720

DRAWN BY: ADRIEL

CAD FILE: GONZALEZ

SHEET 1 OF 1

REVISION(S):

7821 BEACH VIEW DR.
NORTH BAY VILLAGE, FL 33141

ALUMINUM FENCE

ALL DIMENSIONS TO BE FIELD VERIFY

GENERAL NOTES:

- ALL WORK SHALL CONFORM TO FLORIDA BUILDING CODE 2023.
- IT IS THE INTENT OF THESE DRAWINGS TO BE IN ACCORDANCE WITH APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. ANY DISCREPANCIES BETWEEN THESE DRAWINGS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
- EXISTING UTILITIES SHOWN ARE BASED ON INFORMATION SUPPLIED BY OTHERS. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO MEET WITH ALL APPLICABLE UTILITY COMPANIES TO VERIFY ALL UNDER- GROUND FACILITIES PRIOR TO THE BEGINING OF CONSTRUCTION.
- ALL EXCAVATIONS SHALL PROCEED WITH EXTREME CAUTION AT ALL TIMES. IN THE EVENT THAT EXISTING UTILITIES ARE DAMAGED, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR OR REPLACE ALL DAMAGES.
- THIS WORK REQUIRES A BUILDING PERMIT. DO NOT BEGIN WORKING UNTIL A BUILDING PERMIT IS OBTAINED.
- CONTRACTOR IS TO FURNISH ALL LABOR, MATERIALS, SERVICES AND EQUIPMENT NECESSARY TO COMPLETE ALL WORK SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN.
- DO NOT SCALE DRAWINGS, DIMENSIONS GOVERN.
- ENGINEER'S VISITS TO THE SITE, AS PER G.C OR OWNER'S REQUEST DURING CONSTRUCTION SHALL BE SCHEDULED WITHIN 24 HOURS PRIOR TO INSPECTION.
- THE CONTRACTOR SHALL MAKE REQUIRED ARRANGEMENTS, SECURE AND PAY FOR ALL BARRICADES, ENCLOSURES, AND FENCING AS NEEDED FOR AND DURING THE PROGRESS TO PROTECT ADJACENT PROPERTIES.
- THE CONTRACTOR SHALL NOT PROCEED WITH ANY ADDITIONAL SERVICES OR WORK WITHOUT PRIOR NOTIFICATION TO THE OWNER.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MEANS AND METHODS CONSTRUCTION, AND FOR THE SEQUENCES AND PROCEDURES TO BE USED.
- EXISTING GRADES WERE TAKEN FROM THE BEST AVAILABLE DATA AND MAY NOT ACCURATELY REFLECT PRESENT CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING WITH CURRENT SITE CONDITIONS, AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO STARTING WORK.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS AT THE JOB SITE. ANY DISCREPANCIES BETWEEN PLANS, SECTIONS AND DETAILS OR THE APPLICABLE CODES OR REGULATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT OR ENGINEER DURING BIDDING OR BEFORE WORK BEGINS IN ORDER TO CLARIFY THE REQUIREMENTS AND TO EFFECT THE NECESSARY MODIFICATIONS, CHANGES AND /OR INSTRUCTIONS.
- DRAWINGS AND DIMENSIONS ARE BASED UPON DRAWINGS SUPPLIED BY THE CLIENT. CONSULTANT ENGINEER WILL NOT BE RESPONSIBLE FOR ERRORS OR MISINTERPRETATIONS OF THE SYSTEM DESIGNED BY US BASED ON CLIENT CONFIRMED DESIGN AND DIMENSIONS. ADDITIONAL DRAFTING TIME EMPLOYED IN THE CHANGE OF THE DESIGN AFTER SIGNING AND SEALING OF DRAWINGS WILL RESULT IN ADDITIONAL COST.
- DO NOT SUBSTITUTE MATERIALS, EQUIPMENTS OR METHODS OF CONSTRUCTION UNLESS SUCH SUBSTITUTIONS OR CHANGES HAVE BEEN APPROVED IN WRITING BY THE OWNER.
- ALL DIMENSIONS TO BE SITE VERIFIED.
- THE EXISTING STRUCTURE MUST SUPPORT THE LOADS IMPOSED BY THE SYSTEM OR SYSTEMS. ENGINEER OF RECORD OF THE BUILDING SHALL VERIFY THE STRUCTURE FOR SUCH LOADINGS.
- APPLICABLE LOADS AS PER FLORIDA BUILDING CODE 2023.

ALUMINUM

1. ALUMINUM SHALL MEET THE FOLLOWING REQUIREMENTS UNLESS NOTED OTHERWISE ON THE DRAWINGS:

TYPE	Fb	Fv
6061-T6 (TUBES & SHAPES)	21.2 KSI	12.7 KSI

2. ANCHORING GROUT FOR CORE-DRILLING APPLICATIONS WITH A COMPRESSION STRENGTH OF 10,000 PSI AT THE END OF 7 DAYS.

3. WELDING: ALUMINUM ALLOY 5356, CLEANING: SSPC-SP2 "HAND TOOL CLEANING"

4. ISOLATE DISSIMILAR MATERIALS, PAINT ALUMINUM SURFACES IN CONTACT WITH CONCRETE WITH ALKALI-RESISTANCE COATINGS, SUCH AS HEAVY-BODIED BITUMINOUS PAINT OR WATHER-WHITE MOTHACRYLATE LACQUER. STEEL IN CONTACT W/ ALUMINUM SHALL BE PAINED WITH 850-Y-01 FAST DRY ZINC PHOSPHATE OR SIMILAR AS SPECIFIED IN FBC SECTION 2003.8.4.



PROJECT NAME: 7821 BEACH VIEW DR.

PROJECT LOCATION: 7821 BEACH VIEW DR. , NORTH BAY VILLAGE, FL 33141

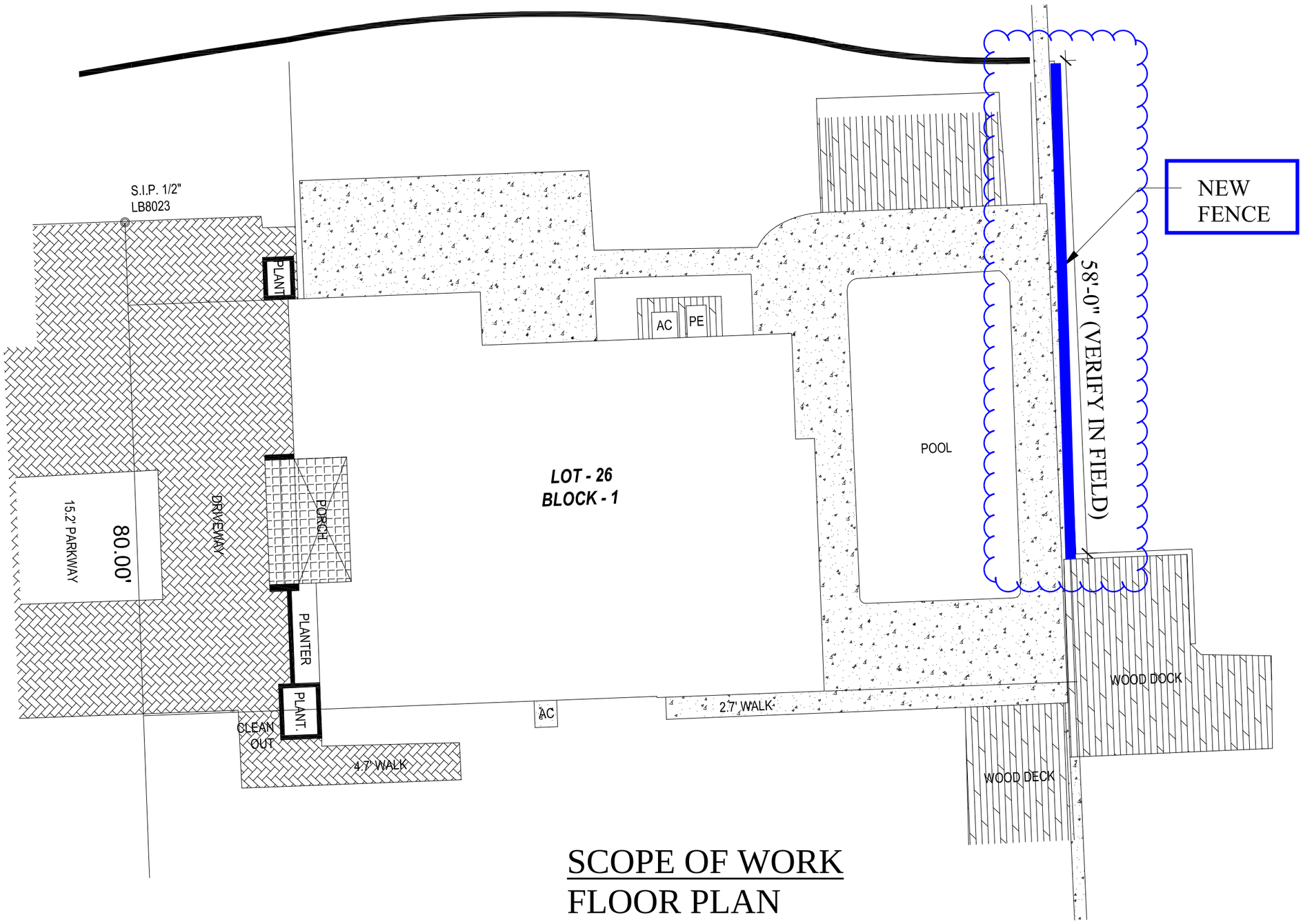
NO.	DATE	BY	REVISION
1	05/28/25	AP	CITY COMMENTS

AM American Consulting, Inc.
14331 SW 120th Street, Suite 213,
Miami, FL 33186
Ph (786) 219 9490
www.amamericanconsulting.com

SHOPDRAWINGS CHECKED FOR STRUCTURAL REQUIREMENTS ONLY

Daniel Gonzalez PE , Lic. No. 74271
AM American Consulting, C.A.No. 31388

Drawn by:	AP	Project No: B) 2505-01	SHEET No: SD-0.0
Checked by:	AP		
Date:	08/12/23		



SCOPE OF WORK
FLOOR PLAN

PROJECT NAME: 7821 BEACH VIEW DR.

PROJECT LOCATION: 7821 BEACH VIEW DR. ,
NORTH BAY VILLAGE, FL 33141

NO.	DATE	BY	REVISION
1	05/28/25	AP	CITY COMMENTS

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Drawn by:	AP	Project No: B) 2505-01	SHEET No: SD-1.0
Checked by:	AP		
Date:	08/12/23		



SCOPE OF WORK
ELEVATION

SHOPDRAWINGS CHECKED FOR STRUCTURAL REQUIREMENTS ONLY

PROJECT NAME: 7821 BEACH VIEW DR.

PROJECT LOCATION: 7821 BEACH VIEW DR. ,
NORTH BAY VILLAGE, FL 33141

NO.	DATE	BY	REVISION
1	05/28/25	AP	CITY COMMENTS

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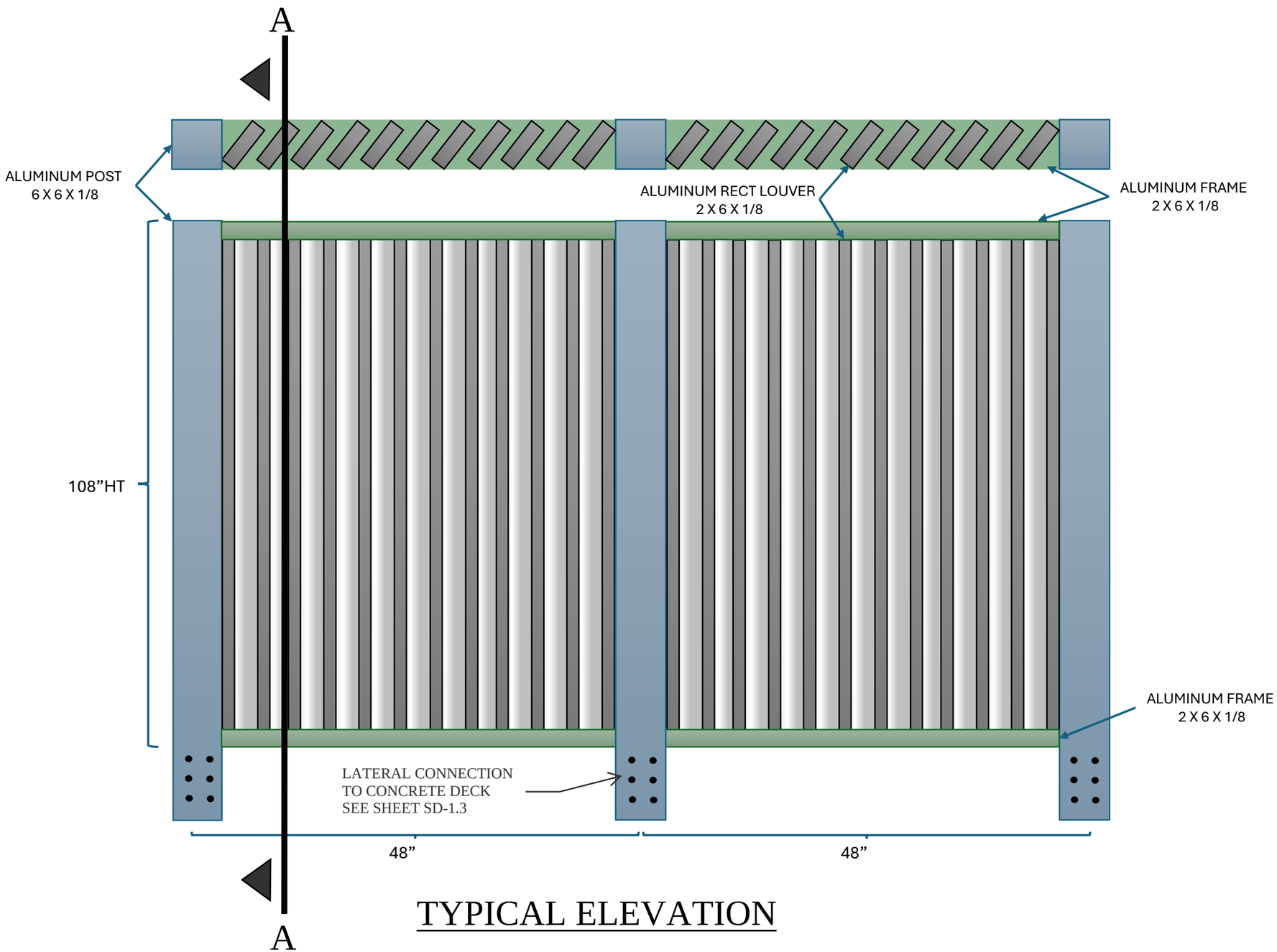
www.amamericanconsulting.com

Daniel Gonzalez PE , Lic. No. 74271
AM American Consulting, C.A.No. 31388

Drawn by:	AP	Project No: B) 2505-01	SHEET No: SD-1.1
Checked by:	AP		
Date:	08/12/23		



TYPICAL ELEVATION

PROJECT NAME: 7821 BEACH VIEW DR.

PROJECT LOCATION: 7821 BEACH VIEW DR. ,
NORTH BAY VILLAGE, FL 33141

NO.	DATE	BY	REVISION
1	05/28/25	AP	CITY COMMENTS

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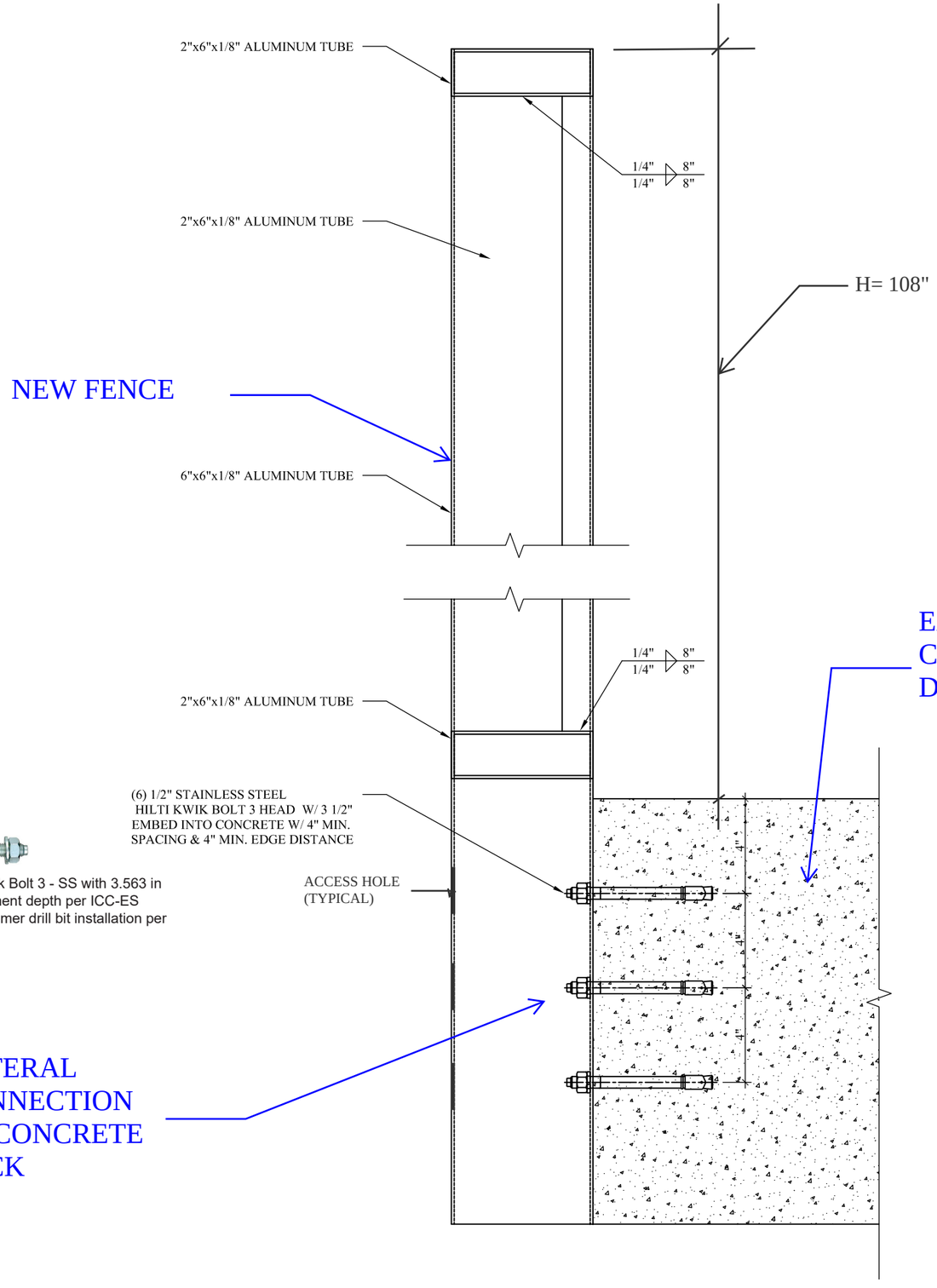
www.amamericanconsulting.com

SHOPDRAWINGS CHECKED FOR
STRUCTURAL REQUIREMENTS ONLY

Daniel Gonzalez PE , Lic. No. 74271
AM American Consulting, C.A.No. 31388

Drawn by:	AP	Project No: B) 2505-01	SHEET No: SD-1.2
Checked by:	AP		
Date:	08/12/23		

SECTION A-A
(TYPICAL)





Hilti ∅ 1/2 in Kwik Bolt 3 - SS with 3.563 in nominal embedment depth per ICC-ES ESR-2302 , Hammer drill bit installation per MPII,

PROJECT NAME: 7821 BEACH VIEW DR.

PROJECT LOCATION: 7821 BEACH VIEW DR. , NORTH BAY VILLAGE, FL 33141

NO.	DATE	BY	REVISION
1	05/28/25	AP	CITY COMMENTS

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Ph (786) 219 9490
www.amamericanconsulting.com

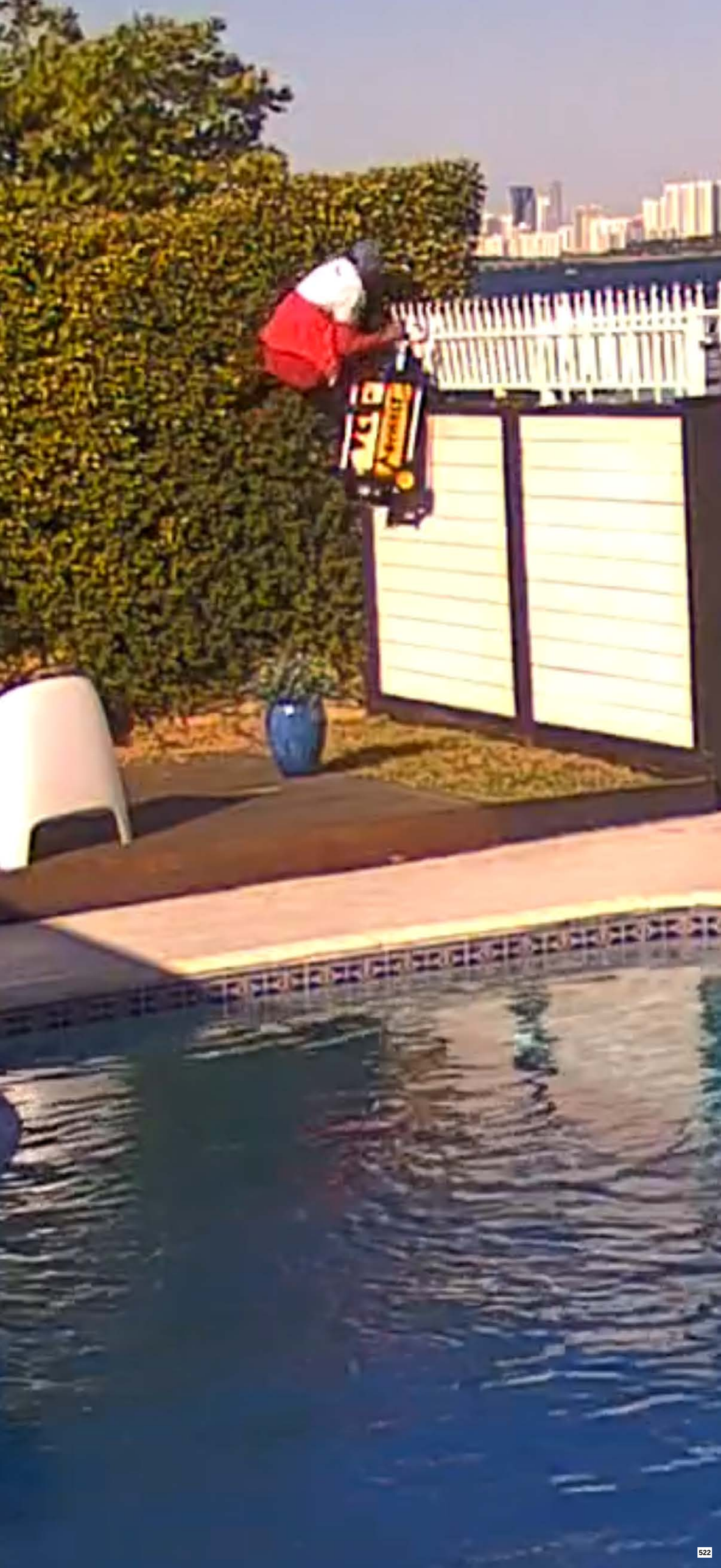
SHOPDRAWINGS CHECKED FOR STRUCTURAL REQUIREMENTS ONLY

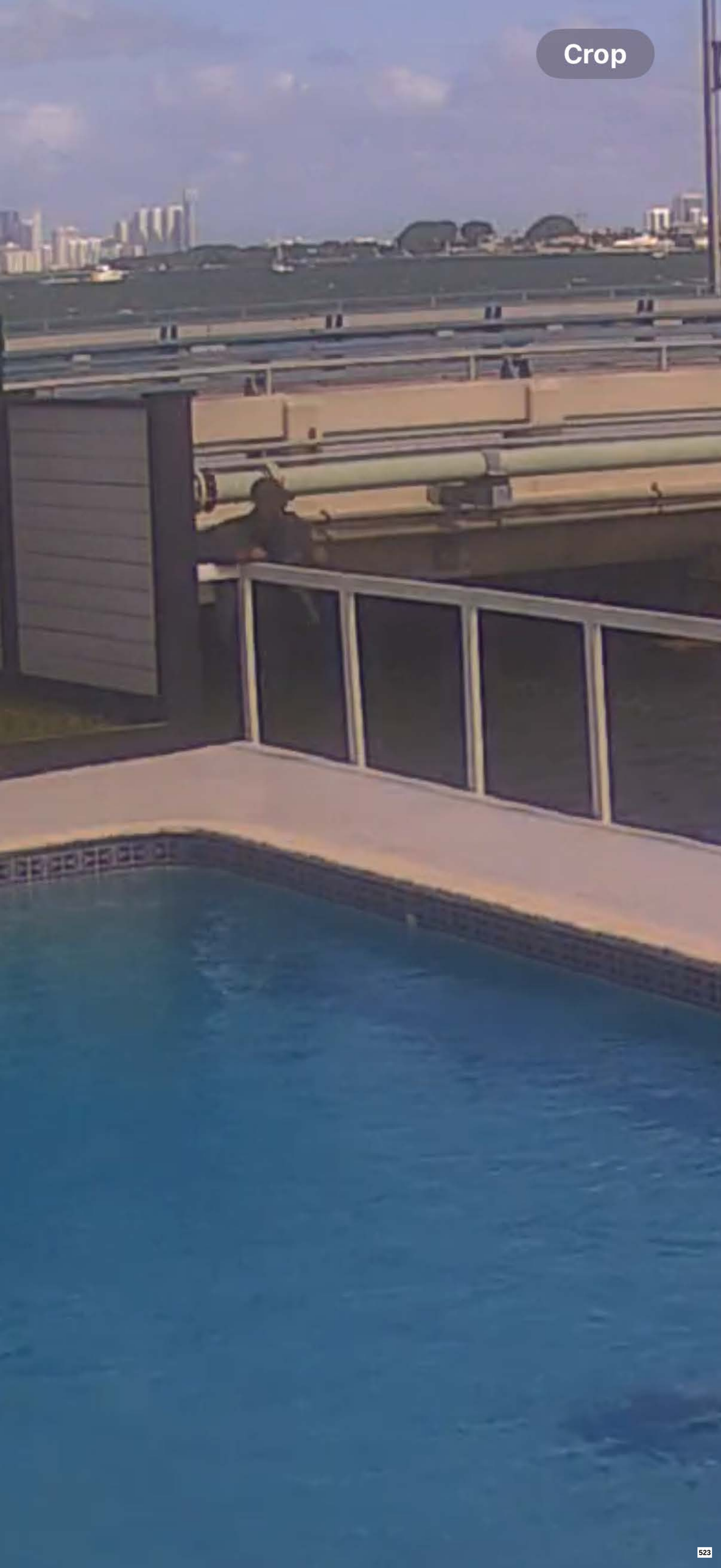
Daniel Gonzalez PE , Lic. No. 74271
AM American Consulting, C.A.No. 31388

Drawn by:	AP	Project No: B) 2505-01	SHEET No: SD-1.3
Checked by:	AP		
Date:	08/12/23		


1 (NVR)
Low
1X
14:23
37:59


01/09/2




Crop


Crop
blink



Aperçu

From: Demis Rodriguez
To: Joshua Nogareda
Cc: Silvia Vargas
Subject: Re: Variance Application Submission Instructions
Date: Tuesday, June 10, 2025 5:02:54 PM

Hi Josh,
Thank you for your prompt follow-up. I'm happy to provide more clarity regarding your questions about the white picket fences visible in the photographs.

Observing the sequence of images I previously sent, you'll note that no white picket fences were present during the initial two instances of unauthorized entry. Following these first two incidents, we installed a single section of white picket fence as a temporary deterrent. Regrettably, another intrusion occurred after this measure. Subsequently, after the third intrusion, we added a second picket fence section, but unfortunately, we experienced yet another unauthorized entry.

The most recent incident took place after we had installed a third security camera system, which includes an alarm. This system is circled in green in one of the photos attached. As the images illustrate, even with these temporary picket fences and the added alarm system, the intrusions have continued.

To reiterate, the existing white wooden fence and the temporary white picket fence sections are all intended for removal once the variance for the 9-foot fence is approved, and we can proceed with its installation. These were only ever implemented as short-term and ultimately ineffective responses to the persistent security breaches.

For your information, I have attached two case numbers from the last police visit, though no formal report was issued the last time it happened, but they came. Additionally, I've included documentation for the other two camera systems installed prior to the pole-mounted one. As you can see, despite these measures, the unauthorized entries persist.


Home
Camera
Ring
Camera

NORTH BAY VILLAGE
POLICE
Case# 2025-000 2813
Officer Cabrera 274
1666 Kennedy Causeway, Suite #300
North Bay Village, FL 33141
https://northbayvillage-fl.gov/police
305-758-2626
FAX 305-757-9350
NORTH BAY VILLAGE
POLICE
Case# 2025000 3949
Officer J. Rodriguez
1666 Kennedy Causeway, Suite #300
North Bay Village, FL 33141
https://northbayvillage-fl.gov/police
305-758-2626
FAX 305-757-9350



.

Best regards,

Thank You

Demis Rodriguez

OSP Engineer

CEL: 786-420-7631

OFC: 786-360-2765

https://www.shrcommunicationsllc.com

On Tue, Jun 10, 2025 at 4:04 PM Joshua Nogareda <jnogareda@cgasolutions.com> wrote:

> Hi Demis,
>
> Thank you for the prompt submission and for including the photographs. I'm sorry you've had to deal with these break-ins — I appreciate you sharing the images. As we discussed over the phone, if any **police reports** are available, please include them with the application.
>
> Also, a quick clarification: one photo appears to show a 9-foot white picket fence. If that fence currently exists, could you confirm whether it was permitted and share any available records? Additionally, another photo includes an annotation noting that the picket fence panel(s) sticking out above the water is 10 feet high. Could you clarify what these measurements refer to in the context of your request?
>
> Let me know if you have any questions.
>
> Best,
>
> **Josh Nogareda**
> Senior Planner
>
> **Calvin, Giordano & Associates, Inc. - a SAFEbuilt Company**
>
> 2103 Coral Way, Suite 810 | Miami, FL 33145 |Office: 786.485.5200 | Direct: 860.997.7371
> *Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie*
>
> ---
>
> **From:** Demis Rodriguez <demis@shrengineering.com>
> **Sent:** Tuesday, June 10, 2025 12:50 PM
> **To:** Joshua Nogareda <jnogareda@cgasolutions.com>
> **Cc:** Silvia Vargas <svargas@cgasolutions.com>
> **Subject:** Re: Variance Application Submission Instructions

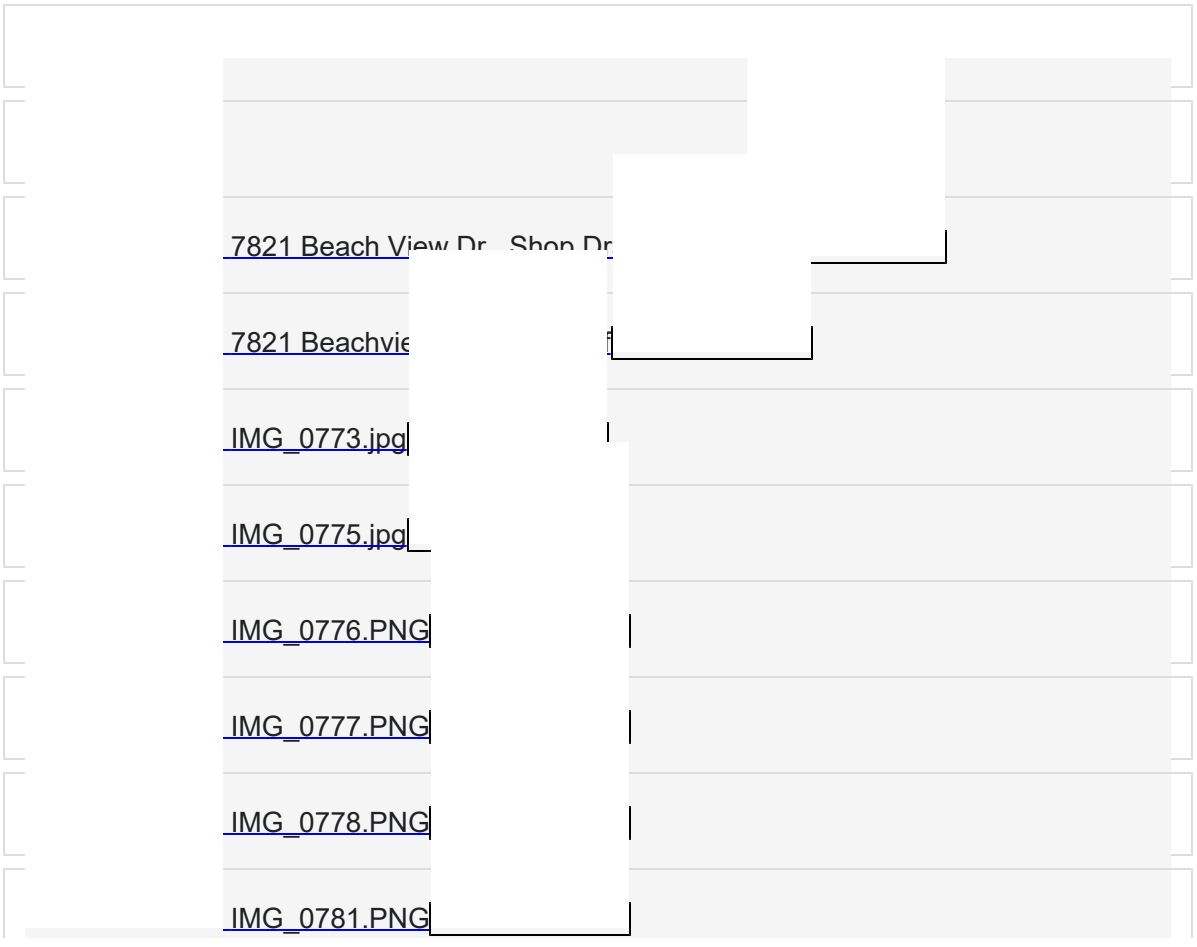
Nogareda,

It was a pleasure speaking with you earlier today. Please find attached the requested forms, as well as photographs illustrating the instances of intrusion onto the property. Since the installation of security cameras, we have documented four separate occasions of unauthorized entry. We also suspect at least two prior incidents before the cameras were in place.

Additionally, I have included photographs that further demonstrate the necessity for a 9-foot fence rather than a standard 6-foot one. Given that the property grade is approximately four to five feet below the level of the adjacent bridge, a 6-foot fence would still offer minimal obstruction and visibility for pedestrians on the bridge.

Thank you for your time and consideration of this matter.

Sincerely,



IMG_0782.PNG

Letter of Intent for Requestin a 9-foot Fence.docx

Variance Aplication form.pdf

Thank You

Demis Rodriguez

OSP Engineer

CEL: 786-420-7631

OFC: 786-360-2765

https://www.shrcommunicationsllc.com

On Mon, Jun 9, 2025 at 3:54 PM Joshua Nogareda <jnogareda@cgasolutions.com> wrote:

> Hi Demis,
>
> Per your comment posted today in the portal confirming your intent to proceed with a variance application, please see the information below to help guide you through the next steps.
>
> We understand the safety concerns you've described, and we will make every effort to expedite the review to ensure your request is placed on the next available Planning & Zoning Board agenda, provided that all required materials are submitted and the application is deemed complete.
>
> For your convenience, the **Variance Application Form** is attached to this message.

Letter of Intent
Please include a Letter of Intent clearly describing the nature of your request and your justification for the proposed 9-foot fence. You may reference the security-related issues already described, including the proximity to the bridge and the repeated intrusions on your property.

In accordance with **Section 7.3(C)** of the Unified Land Development Code (ULDC), the letter must address the following **seven required findings**, in order:

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 ULDC 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.

That the variance request is not based exclusively upon a desire to reduce the cost of development.

Supporting Documentation
You may reuse the same documents submitted with Building Permit Application **BLDR-000229-2025**, including:

Survey prepared by a registered land surveyor

Site Plan (clearly showing the proposed fence location and height)

Construction plans and details

Affidavits
The following signed affidavits must also be included:

Owner Affidavit

Cost Recovery Affidavit

Consent to Public Hearings
(These are typically included with the application form.)

Optional Supporting Materials
You are encouraged to submit any additional documentation that helps demonstrate the

need for the variance—such as police reports, incident logs, or other evidence of repeated intrusions. This may help further strengthen your case.

Please submit the full application package via email to:

- **Silvia Vargas**, Planning & Zoning Official – svargas@cgasolutions.com
- **Joshua Nogareda** – jnogareda@cgasolutions.com

Once received, we will review the materials for completeness. If all required documents are provided and fees are paid, your application will be scheduled for the next available Planning & Zoning Board meeting.

If you have any questions as you prepare your submittal, feel free to reach out at any time.

Thank you.

Best,

Joshua Nogareda
Senior Planner

Calvin, Giordano & Associates, Inc. - a SAFEbuilt Company

2103 Coral Way, Suite 810 | Miami, FL 33145 |Office: 786.485.5200 | Direct: 860.997.7371
Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

RESOLUTION NO. 2025-____

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.

WHEREAS, Demis Alain Rodriguez (the "Applicant") is requesting approval of a variance to increase the allowed fence height (the "Application") for an existing single-family residential property located at 7821 Beach View Drive and identified for real property tax purposes by folio number 23-3209-008-0230 (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-1 Single Family Residential; and

WHEREAS, Sec. 8.17.F. of the ULDC restricts the maximum height for fences located within the side and rear setbacks of properties in the RS-1 zoning district to six (6) feet; and

WHEREAS, the Applicant requests the variance to be allowed to build a fence within the rear setback of the subject property up to a height of nine (9) feet in order to deter intruders; 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 generally meets or partially meets each of the criteria provided in the above-referenced section, as required, and recommended approval; and

WHEREAS, after a duly noticed public hearing held on July 2, 2025, the Planning and Zoning Board voted unanimously to recommend approval 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 July 15, 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.A; 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, a variance to allow a maximum fence height of nine (9) feet within the rear setback, where Sec. 8.17.F. of the ULDC limits the maximum height to six (6) feet, is hereby [approved/denied/approved, subject to the following conditions] for the property located at 7821 Beach View Drive:

1. The granting of this variance shall be limited to the installation of a fence with a maximum height of nine (9) feet along the rear property line only. The variance shall not apply to any side or front yard fencing.
2. The fence to which the variance applies shall be constructed in strict conformance with the plans and shop drawings submitted as part of the variance application, prepared by AM American Consulting, dated 05.28.2025 (revision date, as submitted), including Sheets SD-0.0, SD-1.0, SD-1.1, SD-1.2 and SD-1.3, subject to any modifications required by these conditions.
3. To minimize potential visual impacts from the 79th Street Causeway and ensure the fence is not detrimental to the public welfare, the Applicant shall provide visual softening measures, such as a muted, non-reflective fence color

to support compatibility with the surrounding residential character. The Applicant shall provide the Village with the intended visual softening measures at building permit application. The Village may withhold the issuance of the building permit if the measures are not provided and, if the measures are not complied with, a final permit will be withheld.

4. All cost recovery charges pursuant to Section 5.12. must be paid prior to the issuance of a building permit.
5. 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 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

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**
July 2, 2025, at 6:00 PM	July 15, 2025, at 6:00 PM

The purpose of the Public Hearings is to consider the following variance application for the subject location:

APPLICANT: Demis Alain Rodriguez

LOCATION: 7821 Beach View Drive, North Bay Village, FL 33141

VARIANCE REQUEST: The Applicant seeks variance approval for the following:

1. To permit the installation of a nine-foot (9') aluminum fence surrounding the property.

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

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☐ Adult Signature Restricted Delivery $	
Postage $ $0.73	
Total Postage and Fees $ $5.58	06/18/2025

JUN 18 2025

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PS Form 3800, January 2023 PSN 7530-02-000-9047 **See Reverse for Instructions**

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Extra Services & Fees *(check box, add fee as appropriate)*	
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☐ Certified Mail Restricted Delivery $ $0.00	
☐ Adult Signature Required $ $0.00	
☐ Adult Signature Restricted Delivery $	
Postage $ $0.73	
Total Postage and Fees $ $5.58	06/18/2025

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PS Form 3800, January 2023 PSN 7530-02-000-9047 **See Reverse for Instructions**

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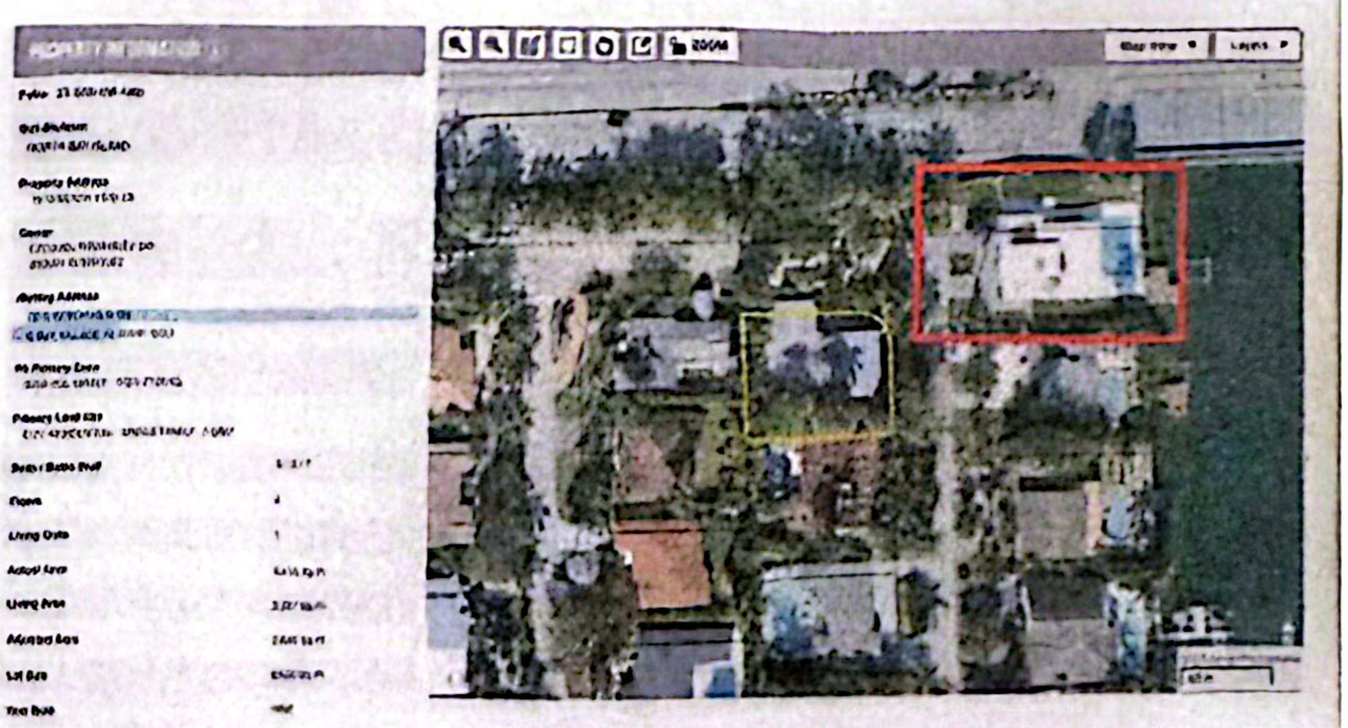
EZEQUIEL RODRIGUEZ &W
WENDY RODRIGUEZ

7810 BEACH VIEW DR
N BAY VILLAGE, FL 33141-4012



DANNY ATAR

7811 BEACHVIEW DR
NORTH BAY VILLAGE, FL 33141



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Certified Mail® Tracking #: 9589 0710 5270 3122 6030 64			$4.85
Total			$5.58
First-Class Mail® Letter Miami Beach, FL 33141 Weight: 0 lb 0.30 oz Estimated Delivery Date Sat 06/21/2025	1		$0.73
Certified Mail® Tracking #: 9589 0710 5270 3122 6030 83			$4.85
Total			$5.58
Grand Total:			$14.96
Debit Card Remit Card Name: MasterCard Account #: XXXXXXXXXXXX1123 Approval #: 143895 Transaction #: 292 Receipt #: 052239 Debit Card Purchase: $14.96 AID: A0000000042203 AL: US Debit PIN: Verified			$14.96 Chip

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Demis Rodriguez
7821 Beachview Dr
North Bay Village. FL,
33141

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7811 Beach View DR
North Bay Village, FL
33141-

Denis Rodriguez
7821 Beachview DR
North Bay Village FL,
33141

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FOREVER / USA

Ezequiel Rodriguez & W
Wendy Rodriguez
7810 Beach View DR
N Bay Village, FL 33141-4012

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

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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 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

Share:

FILTERS | Search Legal Ads & Public Notices

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:

ITEM NO. 14.A

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: July 15, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Commissioner Andy Daro

SUBJECT: Discussion to Consider Amendments to the RM 40 High-Density Multifamily Residential Zoning District - Sponsored by Commissioner Daro

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Commissioner Daro is seeking to engage the Village Commission regarding possible amendments to the RM 40 Multifamily Residential Zoning District. The intent is to evaluate whether the current zoning regulations align with the Village's long-term planning goals.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ITEM NO. 14.B

North Bay Village
Recommendation Memorandum

DATE: July 15, 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 on the Village 80th Anniversary Event - Sponsored by Mayor Rachel Streitfeld

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Mayor Streitfeld is requesting the Village Commission's feedback on the upcoming 80th Anniversary Celebration of the Village.

The Village Communication and Event Team has prepared a proposed plan for the event. Attached is a brief summary outlining the planned activities for your review.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

To be determine

PERSONNEL IMPACT

None

ATTACHMENTS

80th Anniversary Celebration.pdf

NORTH BAY VILLAGE 80TH ANNIVERSARY CELEBRATION

PROPOSED EVENT OVERVIEW

Date: Wednesday, October 15, 2025
Time: 6:00 PM - 9:00 PM
Location: Vogel Park
Expected Attendance: 500 residents and guests
Theme: "Eight Decades of Island Living"

PROPOSED EVENT CONCEPT

The 80th Anniversary Celebration will be a community-wide celebration highlighting North Bay Village's rich history while bringing residents together for an evening of entertainment, food, and shared memories. The event will blend historical commemoration with modern entertainment to appeal to all age groups.

CORE EVENT COMPONENTS

Historical Video Presentation

- **Professional documentary-style video** (2-5 minutes) showcasing NBV's history from 1945 to present
- Timeline of major milestones, developments, and community achievements
- Interviews with long-time residents and former officials
- Archival footage and photographs

Community Photo Exhibition

- **Call for submissions** to residents for favorite historical photos of NBV (call for submissions has been shared in weekly newsletter)
- **Digital slideshow** displayed on large LED screen behind stage throughout the evening
- **Categories:** Community events, development over time, local businesses

Live Entertainment

- **Video Presentation**
- **10-15 Minute Professionally Choreographed Cultural and Sustainability focused performance** representing NBV's diverse population, history and wildlife
    - Costumes could involve dolphins, feathers, sequins, decades
- **15-minute choreographed drone show** as the evening's finale

Sound

- Sound Engineer
- DJ

PROPOSED RUN OF SHOW

6:00 PM - 6:30 PM: Welcome & Opening

- Community photo slideshow launches with “then and now” photos

6:15 PM: Food service begins

7:00 PM: Community Engagement

- Welcome remarks by Mayor Streitfeld
- Guests seated to watch video presentation

7:15 PM: Community Recognition

- Recognition of founding families still in community
- Speeches from elected officials
- Community awards presentation

8:00 PM: Featured Entertainment

- Main performance by choreographed dancers

8:15 PM: Birthday Cake Ceremony

8:30 PM: Drone Show Finale

- Choreographed drone light show
- Musical accompaniment
- Photography opportunities

8:45 PM - 9:00 PM: Closing & Cleanup Begin

- Thank you remarks
- Event wrap-up

FOOD & BEVERAGE PLAN

Food

- **Passed Hors D’oeuvres**

- **Birthday cake ceremony** - large commemorative “80” number cake
- **Whip n’ Dip** mobile ice cream cooler

Beverage Service

- Complimentary water and soft drinks
- Coffee and tea station

COMMUNITY ENGAGEMENT IDEAS/LEGACY PROJECT

Pre-Event Activities

- **Historical photo submission campaign** (starting July 5)
- **Resident story collection** for video production

Interactive Elements

- **Time capsule creation** for future opening/100TH Anniversary
- **Interactive Custom NBV Drawing Wall** to display in future community center
- **Ferris Wheel**
- **Commemorative Tree Planting** in Vogel Park
- **Create your own NBV Hat** custom with patches for attendees
- **Custom NBV Fact Napkins** with cultural fun facts about 1945 and prominent years for NBV until now (the most popular song, who was president, how much things cost, etc.)

ITEM NO. 14.C

North Bay Village
Recommendation Memorandum

DATE: July 15, 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 Consider Amendments to the Unified Land Development Code relating to Color Palettes - Sponsored by Mayor Rachel Streitfeld

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Mayor Streitfeld is seeking to engage the Village Commission in a discussion regarding color palettes.

In 2017, HB 1021 was signed into law (Chapter Laws of Florida 2017-149, codified at section 166.0483, Florida Statutes).

Section 166.0483, Florida Statutes provides “A local government may not require an owner of a residence to obtain a permit to paint such residence, regardless of whether the residence is owned by a limited liability company.”

Additionally, below are the applicable sections of the Village Code as they relate to the color palettes.

§ 9.19 - Color palette.

A. The Village supports a building color criteria for all buildings and accessory structures. The design of these guidelines is to enhance the appearance of development within the Village, which will improve and/or maintain property values for all Village residents and property owners.

B. Colors for buildings should be expressed as follows:

1.Base building colors—Primary building walls. This color category relates to the main area of walls on the building. Recommended colors include whites through soft pastel colors such as grays, pinks, yellows, greens and blues. Other colors may include deeper but muted indigenous earthen or indigenous colors such as beiges, clays, light gold, and terracotta.

2.Secondary building colors—Larger "trim" areas such as a lower building base, building

design details, or accent trim around windows and doors. These colors are used for larger trim areas of the building and are limited to mid-range intensity of the base building or complementary color. Secondary colors shall be limited to 25 percent of the major surface plane they are used upon.
3.Trim colors—Small area of color such as decorative trim along rooflines, and areas around windows, doors, frames, and signage. Trim colors are used for accent purposes and are the most intensive group of colors allowed. They shall be limited to not more than five percent of the building surface. These trim colors are usually darker and more intense than other colors. Dark blues, greens and even reds are appropriate. Light colors for trim, including whites and beiges are encouraged.

§ 9.20. - Commercial specific color palette.
Color should be chosen to add to the retail environment of these buildings. More latitude will be given to retail color use than is given to other buildings within the Village (residential neighborhoods). The use of color to attract attention to a business (using the building or wall colors as a sign) from a distance is prohibited.

This color category relates to the main area of walls on the building. Recommended colors include whites through soft pastel colors such as grays, pinks, yellows, greens, and blues. Other colors may include deeper but muted indigenous earthen or indigenous colors such as beiges, clays, light gold, and terra cotta.

A. Secondary building colors. These colors are used for larger trim areas of the building and are limited to mid-range intensity of the base building or complementary color. Secondary colors shall be limited to 50 percent of the major surface plane they are used upon. Colors that are associated with a business identity also fall into this category provided they are not overly intensive. Base and secondary colors are interchangeable in proportion and hue.
B. Trim colors. Trim colors are used for accent purposes and are the most intensive group of colors allowed. In addition to business identifying colors, it is encouraged that trim colors be chosen from the "natural palette" of South Florida. These colors include greens, blues, yellows and others that are found in the regions lush landscape, and natural features. These colors shall be limited to five percent of any single wall area.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ITEM NO. 14.D

North Bay Village
Recommendation Memorandum

DATE: July 15, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Commissioner Doris Acosta

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

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Commissioner Acosta is seeking feedback from the Village Commission on the possibility of partnering with a local artist to develop an interactive art installation at Civic Park.

The concept encourages community participation by bringing people together to share ideas, collaborate creatively, and contribute personal elements to the art piece. Commissioner Acosta envisions this project as a way to bring people together through art, while also incorporating an environmental message focused on protecting the Florida Everglades.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

TBD

PERSONNEL IMPACT

None

ATTACHMENTS

RW - Art Installation Project.pdf

REBECCA WHITE

design@rebeccawhite.co | rebeccawhite.co | @rebeccakaywhite

Below please find an outline of a forthcoming proposal to be presented during the July 15th commission meeting. The complete presentation will include designs, images and expanded details on all points below.

PROJECT SUMMARY

I am seeking a piece of land on which to construct a temporary, participatory public art installation that responds to the impacts that the Alligator Alcatraz detention center is having on our community and ecosystem.

North Bay Village is the Heart of the Bay. I believe this is a moment when the Village should proactively bring people together in an expression of community care, affirming our commitment to each other and to the environment. To that end, I hope to build a meditative installation in Civic Park, creating a center from which love, hope, and unity radiate outward.

DESIGN SYMBOLISM

The installation will be a series of interconnected pathways, forming an intimate space in which to enshrine our hopes and fears; to pray, meditate, and hold vigil; and to stand in solidarity with our neighbors, in defense of our environment. Built of materials directly drawn from the earth, this experiential artwork will symbolize three key elements: *migration paths*, *waterways*, and *arteries / the heart*.

VALUES AND COMMITMENTS

This project is designed to engage people in an exercise of compassion and community-building. The installation will use only sustainable materials, will directly involve the public in its creation, and will be short-term, with minimal impact to Civic Park.

ARTIST QUALIFICATIONS

A summary of the artist's background and experiences, including relevant project samples.

ITEM NO. 14.E

North Bay Village
Recommendation Memorandum

DATE: July 15, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Discussion and Status Report on the Baywalk, Island Walk, and Entrance Sign - Village Manager Frank Rollason

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Village Manager Rollason will provide a status report on the Baywalk, Island Walk, and Eastern Entry Sign.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ITEM NO. 14.F

North Bay Village
Recommendation Memorandum

DATE: July 15, 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: 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

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

On May 5, 2025, the Village received a letter requesting the relocation of certain items located within the Florida Department of Transportation (FDOT) right-of-way.

FDOT is currently in the design development phase of the replacement of four bridges (two bridge pairs) along NE 79th Street, between Pelican Harbor Drive and Adventure Avenue. As part of the preliminary work, FDOT has requested the removal of several items within the right-of-way to prevent conflicts with the project design.

FDOT has set a deadline of May 5, 2026, for the removal of 14 planters and the John F. Kennedy bust from the Causeway median. Timely removal is necessary to prevent delays to the project schedule.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

TBD

PERSONNEL IMPACT

None

ATTACHMENTS

Request for Relocation of Items- FDOT RW.pdf

Aerial.pdf

Docusign Envelope ID: 80C3FB04-E743-4884-B9E3-A5C8D4D62418

Florida Department of Transportation

RON DESANTIS
GOVERNOR

1000 NW 111th Avenue
Miami, FL 33172-5800

JARED W. PERDUE, P.E.
SECRETARY

May 5, 2025

Steven Buckland, Director
North Bay Village Public Works Department
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

RE: Request for Relocation of Items Within FDOT Right-of-Way – NE 79th Street Bridge Replacement Project
Item/Segment No.: 449007-2
Project Limits: SR 934/ NE 79 St from W of Pelican Harbor Dr to E of Adventure Ave.

Dear Director Buckland:

The Florida Department of Transportation ("FDOT") is currently in the design development phase of the above-referenced project for the replacement of four bridges (two bridge pairs) along NE 79th Street, between Pelican Harbor Drive and Adventure Avenue. This project is located within the jurisdictions of the City of Miami and North Bay Village in Miami-Dade County and is anticipated to begin construction in the Fall of 2029.

As part of the preliminary survey efforts within the project limits, FDOT has identified several items within FDOT's right-of-way that must be removed due to their conflict with the proposed design. Accordingly, FDOT respectfully requests that the Village arrange for the relocation of the following items outside FDOT's right-of-way no later than May 5, 2026:

- Fourteen (14) planters located in the median
- John F. Kennedy bust located in the median

Timely relocation of these items is necessary to avoid delays and to ensure uninterrupted progress in the design and construction schedule. Enclosed please find aerials and photographs depicting the items.

Should you have any questions or wish to schedule a site visit with the project team, please feel free to contact me directly at (305) 470-5343 or via email at Judy.Solaun@dot.state.fl.us.

We appreciate your cooperation and attention to this matter.

Docusign Envelope ID: 80C3FB04-E743-4884-B9E3-A5C8D4D62418

Florida Department of Transportation

RON DESANTIS
GOVERNOR

1000 NW 111th Avenue
Miami, FL 33172-5800

JARED W. PERDUE, P.E.
SECRETARY

Sincerely,

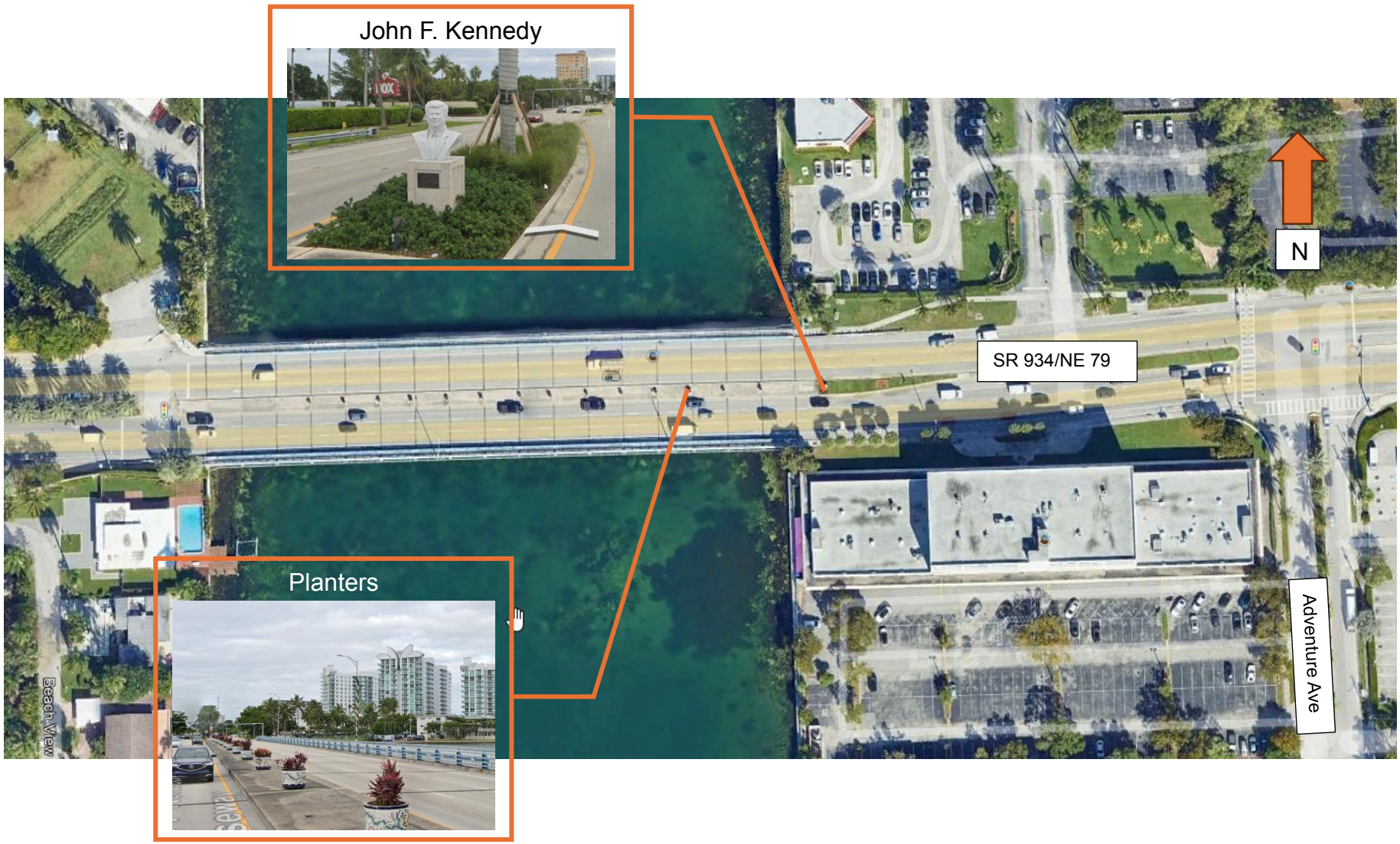
DocuSigned by:
E909F35EABFF4A1...

Judy Solaun-Gonzalez, P.E.
District Consultant Project Management Engineer

Enc. Aerial and Photos illustrating the above-mentioned items.
Right-of-Way Map.

CC: Michelle Garrido, Esq., Paola Martinez P.E., Karina Fuentes P.E., Renato Marrero P.E., Leonard Salazar, P.E., Elizabeth Jett P.E.

Docusign Envelope ID: 80C3FB04-E743-4884-B9E3-A5C8D4D62418



ITEM NO. 14.G

North Bay Village
Recommendation Memorandum

DATE: July 15, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Advisory Board Appointments - Village Clerk, Alba L. Chang

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

On June 15, 2025, the Village Clerk presented an attendance report for all members of the Residents Advisory Board. The report identified one member who had exceeded the permitted number of unexcused absences from monthly Board meetings. As a result, the Village Commission removed a member of the Resident Services Board, creating a vacancy.

Following this action, the Village Communication Team advertised the vacancy on the Residents Services Board. As a result, the Village has received the following resident applications for the Commission's review and consideration.

Resident Services Board:

FIRST NAME	LAST NAME	ISLAND	SERVED BEFORE?
Brian Jesus Noel	Arguera	Treasure Island	NO
Adrian	Corbuleanu	Treasure Island	NO
Susan Noemi	Swartz	Treasure Island	NO
Gabriela	Sanchez Vegas	Harbor Island	NO
Natalia	Chinea	Treasure Island	NO
Victoria	Morozova	Treasure Island	NO

It is requested that the Village Commission consider the residents' request and appoint a representative to serve on the Resident Services Board.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
Advisory Board - RSB Applicants - Track.pdf
Advisory Board - RSB Applicantss.pdf

Last Updated: July 8, 2025 - 3:06 PM

RE-APPLICANTS: 2024 - 2026 Advisory Board Term

LAST NAME	FIRST NAME	DESIRED BOARD	RETURNING MEMBER or NEW APPLICANT?	COMPLETE PACKET?
Arguera	Brian Jesus Noel	Resident Services	NEW APPLICANT - APPLIED WHEN VACANCY ANNOUNCED.	✓
Chinea	Natalie	Resident Services	NEW APPLICANT - APPLIED WHEN VACANCY ANNOUNCED.	✓
Morozova	Victoria	Resident Services	NEW APPLICANT - APPLIED WHEN VACANCY ANNOUNCED.	✓
Corbuleanu	Adrian	Resident Services	RE-APPLIED WHEN VACANCY ANNOUNCED.	✓
Sanchez-Vegas	Gabriela	Resident Services	WAIT LIST: APPLIED AFTER SELECTION	✓
Swartz	Susan Noemi	Resident Services	WAIT LIST: APPLIED AFTER SELECTION	✓

RESIDENT ADVISORY BOARD [RSB]

FIVE MEMBERS

The **Resident Services Board** assists 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 community's youth.

*A new vacancy emerged from the **Resident Services Board** in June. Below are the applicants interested in serving:*

RSB – NEW APPLICANTS

FIRST NAME	LAST NAME	ISLAND	SERVED BEFORE?
Brian Jesus Noel	Arguera	Treasure Island	NO
Adrian	Corbuleanu	Treasure Island	NO
Susan Noemi	Swartz	Treasure Island	NO
Gabriela	Sanchez Vegas	Harbor Island	NO
Natalia	Chinea	Treasure Island	NO
Victoria	Morozova	Treasure Island	NO

RSB – CURRENT MEMBERS

FIRST NAME	LAST NAME	ISLAND	SEAT
Lidia	Cantave	Treasure Island	Chair
Jose	Parada	Treasure Island	Vice-Chair
Francois	Larche	Harbor Island	Secretary
Farahim	Alili	Treasure Island	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 06/25/2025 NAME Brian Arguera

MAILING ADDRESS 1455 N Treasure DR PHA ZIP 33141

EMAIL argubrian@gmail.com PHONE 9174039561

HOW DID YOU HEAR ABOUT US? WEBSITE ☐ FACEBOOK ☐ OTHER Social Media

ARE YOU A VILLAGE RESIDENT? YES ◉ NO ○ IF YES, HOW MANY YEARS? 2

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: _____

With over 7 years of experience in healthcare analytics and business intelligence, I have consistently focused on using data to improve operational transparency and access to essential services. At EVO Care Group and St. John's Episcopal Hospital, I led efforts to create dashboards and KPIs that helped teams better understand and improve care delivery, financial integrity, and compliance. My work supported decision-making in high-impact areas such as Medicare reporting, patient access, and resource allocation. I'm passionate about using technology and data to help organizations serve communities more effectively. I believe I can bring this same mindset to the Resident Services Board—supporting programs that uplift our community and ensuring they are informed by clear, accessible insights.

Warm Regards,

Brian Arguera

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	1	COMMUNITY ENHANCEMENT ADVISORY BOARD	2
RESIDENT SERVICES ADVISORY	0	PLANNING AND ZONING BOARD	0
BOARD FINANCIAL ADVISORY BOARD	3	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):

APPLICANT'S SIGNATURE: _____ DATE: 6/25/2025

BRIAN ARGUERA

+19174039561 argubrian@gmail.com Linkedin Profile Github Portfolio

EXPERIENCE

Lead Data Analyst

EVO Care Group — 08/2023 - 05/2025 — Fl

- Designed data logic systems in Python to analyze flawed data behaviors, isolate inconsistencies, and generate accurate KPIs—even when data inputs were unreliable. Created reporting pipelines that proactively identified and corrected hidden logic issues.
- Introduced the Florida market to leverage 835 files for tracking and resolving open AR balances
- Created gross profit reports across multiple lines of business, enabling better financial oversight and decision-making
- Maintained and enhanced Salesforce CRM functionality, integrating new features and assisting in development
- Conducted advanced data mining in SQL to uncover trends, troubleshoot data integrity issues, and support cross-functional IT and operations projects.
- Built Tableau dashboards connected to Salesforce, providing real-time business insights and visualizing key metrics
- Successfully led two major data migrations, ensuring smooth transitions and data integrity
- Solved complex Excel and Tableau reporting issues while mentoring peers on advanced formulas and dashboard design.

Senior Revenue Analyst

St. John's Episcopal Hospital — 07/2022 - 08/2023 — Queens, NY

- Designed and executed SQL queries to provide data for government audits and internal analysis
- Created over 10 dashboards in Tableau focusing on key operational metrics, including cash collected, bad debt, denials, open AR, and activity tracking
- Developed a cash KPI report comparing Year-over-year trends and weekly averages, helping identify variances and operational improvements
- Actively participated in the Data Integrity Committee, providing input on data quality and compliance standards
- Audited and analyzed datasets in Excel, ensuring accuracy and compliance for reporting purposes
- Mentored team members, teaching SQL and Tableau skills, while fostering collaboration and encouraging new ideas

Finance Manager

Link Homecare — 08/2018 - 06/2022 — Queens, NY

- Designed and maintained impactful dashboards in Excel and Salesforce, transforming raw data into actionable insights
- Extracted, analyzed, and visualized data to identify key metrics for revenue tracking and operational performance
- Managed $50M in invoiced revenue, ensuring accurate reporting and reconciliation
- Created KPIs to monitor business performance and improve operational efficiency
- Processed payroll for over 1,000 employees and generated detailed reports on hours worked, overtime, and benefits
- Spearheaded year-end processes, including W-2s, 1099s, and reconciliations
- Uncovered and resolved a $300K discrepancy through advanced analytical techniques

IT Administrator

Urological Associates P.C — 04/2015 - 08/2018 — Brooklyn, NY

- Digitized office records, creating an efficient online storage system for improved accessibility
- Led the implementation of new healthcare operational software, enhancing productivity
- Managed IT infrastructure, ensuring software updates, security, and smooth operations

EDUCATION

Associate of Arts in Liberal Arts

Nassau Community College — 01/2019 - 12/2021 — Garden City, NY

Bachelor of Business Management

Farmingdale State College — 2021 - 2023 — South Farmingdale, United States

- Completed coursework toward degree

SUMMARY

Analytical and results-driven data professional with 7+ years of experience across finance, healthcare, and business intelligence. Skilled in SQL, Python scripting, Tableau, Power BI, and Snowflake, with experience in ETL, dashboard development, self-service analytics, and scalable data pipelines. Adept at automating workflows, validating large datasets, and translating raw data into real-time operational insights.

SKILLS & TOOLS

Azure · Big Data · Zoho · Data Integrity · Excel · Financial Analysis · Github · KPI · Microsoft SQL Server · Pivot Tables · Python · SQL · Athena · Salesforce · Tableau · PowerBI · Meditech · Snowflake · Regulatory Reporting · Advanced Excel · Data Mapping · Data Transformation · Automation

KEY ACHIEVEMENTS

Enhanced Data Efficiency
Increased data processing efficiency by 30% with automated KPI tracking in Tableau.

Financial Discrepancy Resolution
Resolved $300K discrepancy, improving financial accuracy significantly.

Revenue Management Success
Managed a team handling $50M revenue, ensuring 98% collection rate.

Successful Data Migrations
Led two major data migrations, securing 99.9% data integrity.

TRAINING / COURSES

Google Data Analytics Certificate Completed
Google

LANGUAGES

English — Native ●●●●●
Spanish — Proficient ●●●●○

North Bay Village
ADVISORY BOARD APPLICATION FORM

Residents of North Bay Village are welcome to apply at any time, however applications are only considered when there is a vacancy on a board. Please be advised that all submitted board and committee applications are a public record and therefore subject to the disclosure of chapter 119 of the Florida statues

Please note that a resume and/or cover letter must be submitted with your application.

Please return signed and completed application from to:

North Bay Village
1666 Kennedy Causeway, Suite 300 | North Bay Village, FL 33141 | Attn: Village Clerk's Office
Email: Villageclerk@nbvillage.com

APPLICANT'S INFORMATION

DATE 11/9/2024 NAME Adrian Corbuleanu

MAILING ADDRESS 1881 79th St Cswy, #604, North Bay Village, FL ZIP 33141

EMAIL roboleamnow@gmail.com PHONE 305-910-1572

HOW DID YOU HEAR ABOUT US? WEBSITE ☐ FACEBOOK ☐ OTHER local community

ARE YOU ARE A VILLAGE RESIDENT YES ☑ NO ☐ IF YES, HOW MANY YEARS? 9

VERIFICATION OF RESIDENCY:
(The following are required with application)

Driver's License *(Required)*: ☐ Voter's Registration Card *(Required)*: ☐

WHICH ISLAND DO YOU LIVE ON? NORTH BAY ISLAND ☐ TREASURE ISLAND ☑ HARBOR ISLAND ☐

ARE YOU A REGISTERED VOTER? YES ☑ NO ☐

ARE YOU A BUSINESS OWNER: YES ☑ NO ☐ IF YES, HOW MANY YEARS? 2

NAME OF BUSINESS: Robo Learn Now, LLC

ADDRESS OF BUSINESS: 1881 79th St Cswy, #604, NBV, FL 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 CONTROL ADVISORY BOARD	☐	COMMUNITY ENHANCEMENT ADVISORY BOARD	☐
RESIDENT SERVICES ADVISORY BOARD	☑	PLANNING AND ZONING BOARD	☑
FINANCIAL ADVISORY BOARD	☐	SUSTAINABILITY & RESILIENCE TASK FORCE	☐
CHARTER REVIEW ADVISORY BOARD	☐		

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members Complete Form 1, Statement of Financial Interest and all other Boards Members complete "Source of Income Statement".

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE & HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE (YOU MAY ALSO SUBMIT THIS SEPARATELY):

I am an engineer and professional educator, currently working as a computer science teacher. I am also currently serving as a VP of the Board with my condo Association at Bridgewater. Since I got on the Board last year we made a lot of progress with our projects: we finished the pool, we hired a new very competent building manager, we improved the budget, and started to pursue other very important projects for our residents (pavement, balconies, SIRS study, water fountain). Through hard work and interviewing many insurance agents we were able to lower our insurance premiums with $150,000/year (something very hard to achieve in the current condo insurance market).

In school I serve on a number committees and extra curricular activities including the Magnet School top notch students recruiting initiative, and the VEX robotics club.

I have a passion for community service and for doing things right, efficient and with a high level of quality.

I am interested in joining the Residents Services Advisory Board where I have a lot of ideas on how to improve our residents lifestyle and services including helping out with the Youth and Community Center which I believe should offer a lot of different activities and options for youth, adults and seniors (not just soccer). In fact I believe that on top of sports we should have all kids of arts and crafts going on, educational activities, recreational activities, chess, computer literacy programs, coding and robotics programs etc

I can also help with improving our parks, tennis courts etc.

I also have an interest in joining the zoning committee (if available) as we all know we are currently going through a lot of development here in NBV and I think we should choose very wisely what types of developments we allow for to preserve the character and beauty of our tropical Village.

APPLICANT'S SIGNATURE: A Cork DATE: 11/19/2024

SUBMIT

Adrian Corbuleanu

Computer Science Instructor
North Bay Village, FL 33141
wittywebnow@gmail.com
+1 305 910 1572

Professional Summary

Student centered teacher with 4+ years of experience in K12 Computer Science, 4+ years as Adjunct Faculty and 19+ years in Corporate IT. I am a FL Certified Educator with an endorsement in Computer Science.

Since Dec. 2023 I served on the Board of Directors of the Bridgewater Building in North Bay Village as a Vice President. Achievements: finished the pool deck project, reduced the building's insurance expenses with over $250,000 in total while increasing coverage, recruited a new competent building manager and started the front of the building beautification project (waterfall and pavers).

Authorized to work in the US for any employer

Work Experience

K12 Computer Science Teacher
Northeast High School-Oakland Park, FL
October 2024 to Present

K12 Computer Science Teacher
South FL Charter Schools-Miramar, FL
February 2020 to September 2024

Adjunct Professor
FL Memorial University-Miami Lakes, FL
January 2019 to December 2019

Sr. Software Engineer
United States
July 2000 to December 2018

Education

Master Degree in Computer Engineering
Technical University of Bucharest
1991 to 1997

Certifications and Licenses

Professional Educator License

North Bay Village
ADVISORY BOARD APPLICATION FORM

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Please return signed and completed application from to:

North Bay Village
1666 Kennedy Causeway, Suite 300 | North Bay Village, FL 33141 | Attn: Village Clerk's Office
Email: Villageclerk@nbvillage.com

APPLICANT'S INFORMATION

DATE April 21, 2025 NAME Susan Swartz

MAILING ADDRESS 7521 Adventure Avenue, North Bay Village FL ZIP 33141

EMAIL swartz18@icloud.com PHONE 917-922-4184

HOW DID YOU HEAR ABOUT US? WEBSITE ☐ FACEBOOK ☐ OTHER I'm a resident

ARE YOU ARE A VILLAGE RESIDENT: YES ☑ NO ☐ IF YES, HOW MANY YEARS? 8

VERIFICATION OF RESIDENCY:
(The following are required with application)

Driver's License *(Required)*: ☐ Voter's Registration Card *(Required)*: ☐

WHICH ISLAND DO YOU LIVE ON? NORTH BAY ISLAND ☐ TREASURE ISLAND ☑ HARBOR ISLAND ☐

ARE YOU A REGISTERED VOTER? YES ☑ NO ☐

ARE YOU A BUSINESS OWNER: YES ☐ NO ☑ IF YES, HOW MANY YEARS? _____

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

From: Alba L. Chang, CMC
To: Susan the Sage
Cc: Isabel Betancourt
Subject: RE: [ALERT External Email] Resident Service Advisory Board Application
Date: Wednesday, April 23, 2025 11:54:44 AM
Attachments: Susan Swartz advisory.pdf

Good morning Ms. Swartz,

Thank you so much for your interest in serving our community by applying for the Resident Service Advisory Board. We truly appreciate your dedication and enthusiasm.

At the moment, we do not have any vacancies on the Board. However, we will keep your application on file, and should an open seat become available in the future, we will be sure to notify you promptly.

Thank you once again for your willingness to contribute to our community.

From: Susan the Sage <susan@thesageuary.com>
Sent: Tuesday, April 22, 2025 4:54 PM
To: Alba L. Chang, CMC <villageclerk@nbvillage.com>
Subject: [ALERT External Email] Resident Service Advisory Board Application

Good afternoon

Attached please find my application, license and voter registration card. Also is my BIO and linked in.

Thank you!

Susan Swartz

917-922-4184

BIO:

My background spans marketing, project management, public relations, and event coordination across a variety of industries—including media, foreign government, wellness, and luxury retail construction. I've worked on everything from logistics for official diplomatic

visits to managing communications and event production, always with a focus on thoughtful organization, clear communication, and community connection.

In recent years, I've shifted more into wellness and community-centered work, creating small-scale retreats and experiences designed to support well-being, reflection, and shared growth.

I also volunteer locally with the Surfrider Foundation, contributing to weekly water sampling efforts and local environmental initiatives.

I'm interested in serving on the Resident Services Board because I care about the overall quality of life in our village and enjoy being part of thoughtful, collaborative efforts that make a real difference. I bring a unique mix of creativity, structure, and heart—and would love to support initiatives that foster a stronger sense of community and connection.

You can Find my Linked In at:

linkedin.com

-

Logo

Alba Chang
VILLAGE CLERK

Phone: (305) 756-7171
Mobile:
Email: villageclerk@nbvillage.com
Website: northbayvillage-fl.gov
Address: 1666 Kennedy Causeway Suite 300
North Bay Village, FL.33141

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.

ADVISORY BOARD SELECTION

HAVE YOU EVER SERVED ON A VILLAGE BOARD? YES ☐ NO ☑

IF SO, WHICH BOARD: _____

Please choose your first, second, and third choices amongst the following Boards and Committees. If you are interested in only one, this should be indicated. (At any given time, board members may not serve on more than one board and one committee or on two boards or on two committees).

ANIMAL CONTROL ADVISORY BOARD	☐	**COMMUNITY ENHANCEMENT ADVISORY BOARD**	☐
RESIDENT SERVICES ADVISORY BOARD	☑	**PLANNING AND ZONING BOARD**	☐
FINANCIAL ADVISORY BOARD	☐	**SUSTAINABILITY & RESILIENCE TASK FORCE**	☐
CHARTER REVIEW ADVISORY BOARD	☐		

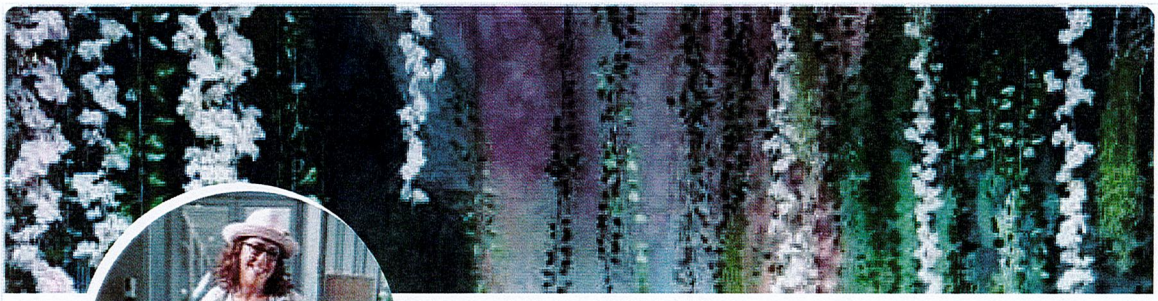
(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members Complete Form 1, Statement of Financial Interest and all other Boards Members complete "Source of Income Statement".

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE & HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE (YOU MAY ALSO SUBMIT THIS SEPARATELY):

I WILL SUBMIT SEPERATELY, THANK YOU.

APPLICANT'S SIGNATURE: _____ **DATE:** 4/22/25

SUBMIT





Susan S. 3rd

Versatile Professional | Empowering Growth and Transformation

- SageFull Living
- Emerson College

Miami Beach, Florida, United States **Contact info**

500+ connections

Connect **Message** More

About

Susan is a versatile professional with a background spanning marketing, communications, client relations, and production. Transitioning her career to yoga and spirituality in 2015, she excelled in leading a highly successful Miami Beach yoga studio and later founded The Sageuary, a Miami-based sacred community space...

Experience

Founder
SageFull Living · Self-employed
Nov 2024 - Present · 9 mos

SageFull Living is a global community brand that invites individuals to explore mindful living, self-awareness, and holistic well-being. Created by Susan the Sage, it offers a space for personal growth, healing, and alignment with your true self. Through The SageFull Living Podcast, mentorship programs, retreats, and workshops, SageFull Living provides tools, guidance, and inspiration to support a balanced life and empower individuals on their journey toward self-discovery.

While SageFull Living reaches people worldwide, it also has a physical presence in Miami at The Sageuary—a healing home for healers. This space hosts in-person gatherings that deepen personal growth and transformation, providing an environment for reflection and connection with like-minded souls.

At its core, SageFull Living is about personal transformation. It's a community that celebrates self-awareness, guiding individuals to pause, reflect, and reconnect with their inner wisdom, wherever they are on their journey.

Skills: Coaching · Hosting Events · Marketing

Creative Contributor, Advisor, Investor
Cloud9 Online · Contract
Feb 2020 - Present · 5 yrs 6 mos
Connecticut, United States · Remote

Crafted an extensive collection of specialized medical meditations uniquely designed for a leading healthcare system, emphasizing movement integration within their mindfulness programs. Produced and recorded these sessions professionally for exclusive utilization on customized private-label apps.
Conducted meticulous research and competitive analysis, offering strategic recommendations to elevate the functionality and appeal of Cloud9's applications.

Skills: Creativity and Innovation · Creative Writing · Research · Business Development

Founder

The Sageuary

Feb 2018 - Present · 7 yrs 6 mos

Miami Beach, Florida, United States

A sacred community space nestled in the heart of vibrant Miami. With a mission to "open a healing home for healers," we invite an array of coaches, leaders, and healers to come together and foster transcendent connection and transformation among our community. Whether it be through workshops, dinners, or day retreats, our doors are open to all who seek to collaborate and cultivate a space for healing. Community, Connection, Collaboration. All events are expertly marketed, organized and hosted by Susan the Sage.

Skills: Client Liaison · Connector · Writing · Creativity and Innovation · Event Management · Leadership · Public Speaking · Teaching · Interpersonal Skills · Communication · Hosting Events · Community Organizing · Marketing Communications

Director of Portfolio & Investor Relations, Investor

Sacral Capital · Full-time

Oct 2023 - Mar 2024 · 6 mos

Miami Beach, Florida, United States · Hybrid

As a Portfolio and Investor Relations Manager, I oversaw the strategic management of investment portfolios while fostering strong relationships with investors. The role involved optimizing portfolio performance, collaborating closely with portfolio companies to drive growth and maximize returns. Specializing in cultivating and maintaining robust connections with existing and potential investors, and serving as a primary liaison to ensure transparent and effective communication regarding fund performance, opportunities, and market insights. Exceled in preparing comprehensive reports and presentations, providing valuable insights to support informed decision-making. With a blend of financial acumen, relationship-building skills, and a strategic mindset, dedicated to delivering exceptional value to both portfolio and investor community.

Skills: Networking · Leadership · Business Management · Interpersonal Skills · Market Research · Communications

Chief Peace Officer

The Women of Peace

Jun 2019 - Jun 2021 · 2 yrs 1 mo

Miami Beach, Florida, United States

"The Women of Peace" is a 501(c)3 organization founded by Dr. Jelena Petkovic. Aimed is to create opportunities for women all over the world to

gather, learn, create art and mastermind with each other. The organization invites world-renowned speakers and peace facilitators to share their inspiration and expertise during assemblies, peace talks, fundraisers and celebrations. Additionally, it supports women in becoming peace-rooted leaders and assists in providing aid to orphanages and children's homes across the world in order to bring light and peace to the children who need it most.
In my role as Chief Peace Officer, I was responsible for conceptualizing, establishing, and managing the operations of the organization. My leadership contributed to a meaningful impact in the world.

Skills: Client Liaison · Writing · Creativity and Innovation · Event Management · Leadership · Teaching · Business · Interpersonal Skills · Event Planning · Marketing Communications

Wellness Retreat Curator

Wellwinds at Luna Beach - Resort World Bimini · Seasonal
Dec 2017 - Apr 2018 · 5 mos
Bimini, The Bahamas · Hybrid

Organized and led weekend wellness retreats to the Bahamas, overseeing logistics, scheduling, and coordinating facilitators to create immersive, rejuvenating experiences for participants. Focused on delivering a seamless retreat flow, fostering a peaceful environment, and ensuring each retreat offered a transformative wellness journey for all participants.

Skills: Organization Skills · Event Planning · Event Management

Studio Operations Manager

Green Monkey | Health and Well-Being · Full-time
Dec 2015 - Jun 2017 · 1 yr 7 mos
Miami/Fort Lauderdale Area

As manager of an established yoga studio, I was responsible for overseeing day-to-day operations. This included managing a team of 30 teachers and 10 front desk staff members, as well as organizing and scheduling of 45 classes. Facilitated the seamless transition of studio to a new, larger space, without interruption to the clients or schedule. All while teaching 4-6 classes per week.

Skills: Client Liaison · Team Leadership · Networking · Sales Management · Leadership · Teaching · Business Management · Interpersonal Skills

Client Relations Manager

Mastercup / Diebold Inc. · Freelance
Apr 2014 - Apr 2015 · 1 yr 1 mo

In my role as an organizer of banking equipment and securities valued at over $2 million, I successfully managed over 900 orders and installations. Within the first six weeks, I established efficient systems and infrastructure to fulfill a backlog of outstanding orders resulting in a significant increase of 30% in revenue collection.

Skills: Client Liaison · Writing · Business · Interpersonal Skills · Research · Strategic Communications

Marketing Team Member

Whole Foods Market · Full-time
Jul 2013 - Apr 2014 · 10 mos
Miami/Fort Lauderdale Area

Responsible for organizing and running a variety of events and promotions, both on and off-site. Among the highlights of my work were the successful launch of Whole Paws Pet Products line, the Live Ultimate Half Marathon, as well as various educational events for the Miami Beach community.

Re-organized in-store systems and processes specifically for the Holiday orders, which led to a 25% increase in sales from 2012 to 2013. I took pride in serving as a champion for the Whole Foods brand, leading a team of individuals in improving morale and fostering pride and positivity with team members and customers, alike. Through product and recipe introductions, as well as demos and cooking classes, I helped to create an enjoyable, informative, and supportive shopping experience.

Skills: Client Liaison · Event Management · Teamwork · Interpersonal Skills · Event Planning · Marketing · Marketing Communications

Day Of Event Manager

Lori Paige Consulting
2012 - 2014 · 2 yrs
Miami/Fort Lauderdale Area

Executed seamless events by managing vendor setups, coordinating schedules, and resolving on-site challenges to ensure flawless experiences in high-pressure environments.

Skills: Organization Skills · Event Management · Interpersonal Skills · Logistics Management

Chief of Staff to Consul General

British Consulate-General Miami · Full-time
Sep 2011 - May 2013 · 1 yr 9 mos
Miami/Fort Lauderdale Area

As a diplomatic liaison, I developed and maintained relationships with various stakeholders, including the US military, airport protocol, city and state officials, the British Embassy, and the Foreign Office UK. Through these efforts, I strengthened connections with the British government and created programs for visiting officials and trade missions.

I also coordinated logistics for visits by high-profile officials and diplomats, including coordinating their speaking engagements, invitation-only events, and meetings with city officials, educators, and executives. To ensure these visits were successful, I prepared extensive briefing documents for these officials in advance of their meetings with high-level Florida representatives, helping to expand business opportunities in both the US and UK.

Additionally, I produced special events, including managing budgets, sponsorships, catering, invitations, staffing, and décor, and was responsible for managing all marketing and communications related to these events.

Skills: Client Liaison · Organization Skills · Writing · Event Management · Interpersonal Skills · Logistics Management · Event Planning · Travel



Business Development Associate

British Consulate-General Boston
Jan 2011 - Sep 2011 · 9 mos
Greater Boston Area

As a Business Development Associate, I leveraged my expertise in market research to analyze the New England market and generate promising leads for international trade and investment. Through strategic calls with head officials and key stakeholders, I successfully promoted the UK Trade & Investment services and fostered opportunities for cross-continental business growth.

Additionally, I played a pivotal role as co-manager of a 500-person reception and presentation at the Massachusetts State House, which included the Consul General, the Governor of Boston and a group of local businesses. My event management skills were further showcased through the successful launch and execution of the 'Business Innovation Awards', from inception to selection and awards ceremony.

Skills: Client Liaison · Writing · Event Management · Interpersonal Skills · Event Planning · Market Research · Business Development

Acting Operating Officer/Casting Director

Extra Mile, Inc.
May 2009 - Apr 2010 · 1 yr
Greater New York City Area

As a Operating Officer and Casting Director, I took on the daily operations of a background casting company, efficiently placing up to 200 clients across multiple television, film, and print productions. I expanded the reach of the company through strategic networking and relationship-building efforts with casting agencies and actors, resulting in a 15% increase in clientele. Through my sales efforts, I marketed the Extra Mile Services of the company to potential clients, and utilized my ability to negotiate and identify opportunities to drive business growth.

Skills: Client Liaison · Customer Service · Interpersonal Skills · Logistics Management · Management

Marketing & Public Relations Manager

Shawmut Design and Construction
Jul 2005 - Nov 2008 · 3 yrs 5 mos
Greater New York City Area

Adept at fostering media relationships, I secured prominent coverage for high-profile projects, including multiple features in VM+SD Magazine, Hartford Business Journal, Hartford Courant, Metals in Construction, and The New York Times. Notably, instrumental in Lonchamp Soho's VM+SD 'Retail Renovation Award.' Honored with the 2007 'Bell Ringer Award' by the Publicity Club of New England for The New York Times - Sunday's Blueprints article on Ermenegildo Zegna Fifth Avenue. Managed regional office marketing initiatives, crafting RFPs, and ensuring consistent, high-quality sales collateral. Orchestrated successful photo shoots, leveraging professional imagery for Shawmut, client projects, and architectural publications to elevate brand visibility.

Skills: Client Liaison · Writing · Interpersonal Skills · Event Management · Marketing · New Business Development · Public Relations

Volunteer/Event Coordinator

Tribeca Film Festival
2005 - 2005 · Less than a year
Greater New York City Area

Creative Executive/Directors Assistant

Hasbro, Inc.
Aug 2002 - Jan 2004 · 1 yr 6 mos
Greater Los Angeles Area

As a highly skilled administrator I had the honor of setting up offices for an Emmy Award winning Director and contributed to numerous successful projects. Among my many achievements, I was responsible for negotiating deals with agents and managers, which resulted in the production of several

shorts. Furthermore, I was instrumental in coordinating efforts in all stages of production for six highly acclaimed episodic television shows, including logging dailies. During pilot season, I leveraged my excellent communication skills to work alongside agents and managers to secure the directing of a pilot for ABC. Additionally, amidst all of these accomplishments, I also played a critical role in supporting the recording of an original soundtrack for a stage production the Director wrote. Finally, I capably managed a group of interns and successfully organized a reading of the production. Throughout all of these experiences, I demonstrated a remarkable ability to juggle multiple responsibilities while maintaining an unwavering commitment to excellence.

Skills: Organization Skills · Writing · Office Administration · Interpersonal Skills · Logistics Management · Production · Communications

Assistant to Television Manager

Joan Rivers Productions
Mar 2001 - Aug 2002 · 1 yr 6 mos
Greater Los Angeles Area

As a successful marketing specialist, I played a pivotal role in establishing strong relationships with prominent media trade publications and securing editorial coverage and PR opportunities for numerous high-profile projects. My efforts included securing articles in VM+SD Magazine, Hartford Business Journal, Hartford Courant, Metals in Construction, and The New York Times - Sunday, including two cover features. I was particularly instrumental in Longchamp Soho's receipt of the VM+SD 'Retail Renovation Award', which was largely attributed to my advocacy and public relations efforts.

My achievements in public relations were further recognized by the Publicity Club of New England, who awarded me the prestigious 'Bell Ringer Award' in 2007 for my contribution to an article on Ermenegildo Zegna Fifth Avenue that was published in The New York Times - Sunday's Blueprints section.

I was also responsible for managing regional office marketing programs for new business, including the creation of all RFPs, and the production and maintenance of evolving sales collateral. My focus on quality control and consistency resulted in successful project completions, client satisfaction, and the establishment of long-standing relationships with architects. Additionally, I managed photo shoots and budgets to obtain professional photos of finished stores has allowed us to create stunning storefront images for use in collateral, award submissions, and magazine publications, which has effectively elevated the profile of Shawmut, clients, and architects.

Skills: Marketig · Organization Skills · Public Relations · Business · Interpersonal Skills · Management



Project Manager / Presentations Manager

Digitas

Feb 1997 - Jan 2001 · 4 yrs

Greater Boston Area

In my tenure at Strategic Interactive Group, the digital arm of Bronner Slosberg Humphrey, I began as a Presentations Manager, crafting executive-level presentations to showcase company services. Advancing swiftly, I became the personal presentations specialist for the President and supported the Creative Department with website image resizing. Recognized for my contributions, I spearheaded the agency's rebranding to Digitas, overseeing content development for the global corporate website across six offices. My strength in presentations management and content creation drove exceptional outcomes, surpassing anticipated results. Leveraging strategic planning and effective communication, I ensured a seamless rebranding process, collaborating with diverse teams to deliver top-tier results within budget and timeline. The widely acclaimed new corporate website resonated well with our global clientele, validating the success of my approach—a testament to my ability to exceed expectations while staying adaptable to organizational needs.

Skills: Organization Skills · Writing · Project Management · Presentations · Interpersonal Skills

North Bay Village
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Please note that a resume and/or cover letter must be submitted with your application.

Please return signed and completed application from to:

North Bay Village
1666 Kennedy Causeway, Suite 300 | North Bay Village, FL 33141 | Attn: Village Clerk's Office
Email: Villageclerk@nbvillage.com

APPLICANT'S INFORMATION

DATE 01/09/2025 NAME Gabriela Sanchez Vegas

MAILING ADDRESS 7928 East dr #904 NBV FL ZIP 33141

EMAIL gsanchezvegas@me.com PHONE 3058152697

HOW DID YOU HEAR ABOUT US? WEBSITE ☐ FACEBOOK ☐ OTHER Instagram

ARE YOU ARE A VILLAGE RESIDENT: YES ☑ NO ☐ IF YES, HOW MANY YEARS? 17

VERIFICATION OF RESIDENCY:
(The following are required with application)

Driver's License *(Required)*: ☐ Voter's Registration Card *(Required)*: ☐

WHICH ISLAND DO YOU LIVE ON? NORTH BAY ISLAND ☐ TREASURE ISLAND ☐ HARBOR ISLAND ☑

ARE YOU A REGISTERED VOTER? YES ☑ NO ☐

ARE YOU A BUSINESS OWNER: YES ☑ NO ☐ IF YES, HOW MANY YEARS? 17

NAME OF BUSINESS: GSVV Design

ADDRESS OF BUSINESS: 1300 Pennsylvania Ave #204 Miami Beach, FL 33139

ADVISORY BOARD SELECTION

HAVE YOU EVER SERVED ON A VILLAGE BOARD? YES ☐ NO ☑

IF SO, WHICH BOARD: Community Enhancement Advisory and Planning and Zonning

Please choose your first, second, and third choices amongst the following Boards and Committees. If you are interested in only one, this should be indicated. (At any given time, board members may not serve on more than one board and one committee or on two boards or on two committees).

ANIMAL CONTROL ADVISORY BOARD	☐	**COMMUNITY ENHANCEMENT ADVISORY BOARD**	☑
RESIDENT SERVICES ADVISORY BOARD	☐	**PLANNING AND ZONING BOARD**	☑
FINANCIAL ADVISORY BOARD	☐	**SUSTAINABILITY & RESILIENCE TASK FORCE**	☐
CHARTER REVIEW ADVISORY BOARD	☐		

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PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE & HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE (YOU MAY ALSO SUBMIT THIS SEPARATELY):

I am a seasoned professional with over 17 years of experience as an Interior Designer, Art Curator/Dealer, and Real Estate Investor. My career has equipped me with a deep understanding of property enhancement, strategic planning, and value preservation, which align with the goals of civic boards like Planning and Zoning or Enhancement. I am passionate about collaborating with others to drive positive change while balancing aesthetics, functionality, and community needs. I have been an active resident of North Bay Village for over 17 years and have dedicated my time to improving the community. I am currently a Board Member of Kennedy House, where I have worked on initiatives to align finances, improve infrastructure, and enhance quality of life for residents. Additionally, I served on the Board of Directors for Eloquence on The Bay, where I advised on projects related to safety, maintenance, and long-term planning for the property. Through these roles, I gained firsthand knowledge of the challenges and opportunities within the city and developed a collaborative approach to problem-solving.

Why My Background Qualifies Me to Serve on the Board: My professional background and civic service experience have prepared me to contribute meaningfully to the Planning and Zoning or Enhancement Advisory Boards. My expertise in project management, financial oversight, and design to fostering transparent communication between board members and the community. My long-standing residency in NBV allows me to understand its history, growth, and future potential, and I am dedicated to ensuring that our city continues to thrive.

APPLICANT'S SIGNATURE: _____ **DATE:** 01/09/2025

SUBMIT



GABRIELA SANCHEZ VEGAS

Application for Advisory Board Membership – Planning and Zoning or Enhancement, North Bay Village

I am originally from Venezuela and moved to the United States 28 years ago. After living in several cities, I have proudly called North Bay Village my home for the past 17 years. Since 2013, I have been a resident of Eloquence on the Bay, one of the city's iconic buildings. Over these years, I have witnessed the remarkable progress of our community and the opportunities for further growth and improvement that lie ahead.

I have had the honor of serving as a member of the Board of Directors for both Kennedy House and Eloquence on the Bay, two prominent properties located in North Bay Village. At Kennedy House, where I currently serve on the Board, I have worked diligently to foster transparency, improve management practices, and ensure the financial and structural health of the property. At Eloquence on the Bay, my contributions focused on enhancing maintenance standards, implementing safety measures, and advising on aesthetic improvements to align with the building's long-term goals.

Goals:

- Promote Smart Growth: Develop policies and initiatives that enhance the quality of life for residents while preserving the unique charm of North Bay Village.
- Strengthen Infrastructure: Advocate for maintenance and upgrades to ensure the long-term safety, functionality, and sustainability of the city's properties.
- Foster Economic Stability: Support financial strategies that balance the current and future needs of the community, avoiding unnecessary expenses while protecting investments
- Enhance Communication: Encourage open and transparent dialogue between Boards, residents, and city stakeholders to align goals and priorities effectively.

I have successfully managed my own business for over 17 years as an Interior Designer, Art Curator/Dealer, and Real Estate Investor. My professional expertise has given me a strong foundation in strategic planning, property value enhancement, safety protocols, and aesthetic design. These skills have allowed me to approach challenges with a proactive and collaborative mindset, consistently prioritizing the needs of the community.

Given my extensive experience and long-term commitment to North Bay Village, I am also eager to contribute to the city as part of the Advisory Board, whether in the Enhancement or Planning and Zoning areas, depending on where my skills and knowledge can be most valuable. My goal is to support our city's progress by bringing thoughtful, practical, and community-focused solutions to the table.

As a long-term resident, experienced Board member, and dedicated community advocate, I am fully committed to collaborating and participating in the continued growth and improvement of North Bay Village. My availability and openness to serve where needed reflect my dedication to making a meaningful impact for the benefit of all residents.

Contact Information:

Email: GSANCHEZVEGAS@ME.COM

Phone: 305.815.2697

Address: 7928 East Dr #904 North Bay Village, FL

Website: www.gsvvdesign.com

Instagram: @GSVVDESIGN



Kennedy House Team NBV

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 06/30/2025 NAME Natalia Chinea

MAILING ADDRESS 7901 Hispanola Ave #706, NBV, FL ZIP 33141

EMAIL NATCHINEA@LIVE.COM PHONE 305-469-5007

HOW DID YOU HEAR ABOUT US? WEBSITE ☐ FACEBOOK ☐ OTHER ____

ARE YOU A VILLAGE RESIDENT? YES ◉ NO ○ IF YES, HOW MANY YEARS? 2

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? 20+

NAME OF BUSINESS: NATALIA CHINEA DESIGNS, INC

ADDRESS OF BUSINESS: 940 W 81 ROAD HIALEAH FL 33014

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):

As a long-time South Florida resident and current homeowner in North Bay Village, I am deeply committed to the well-being and quality of life of our community. Professionally, I bring a unique combination of experience as a successful entrepreneur in the interior design industry, specializing in multi-family developments, as well as a licensed real estate professional and Airbnb Superhost. My career has given me a deep understanding of housing, property management, and the importance of thoughtful, inclusive community planning.

In addition to my professional background, I have completed several leadership programs that have strengthened my ability to collaborate, problem-solve, and advocate effectively. I am a creative and outgoing individual who thrives on building connections and driving positive change. My involvement as a mentor with Ustrive and my active participation in local school Career Days reflect my strong belief in community engagement and empowering the next generation.

I would bring to the Resident Services Advisory Board a strong voice for residents, a deep understanding of housing-related services, and a commitment to enhancing the livability and vibrancy of our village. My goal is to contribute meaningful input on programs and policies that truly reflect the needs and aspirations of our diverse community.

APPLICANT'S SIGNATURE: _____ **DATE:** 6/30/2025



Contact

Phone
(305) 469-5007

Email
Natalia@natchinea.com

Address
7901 Hispanola Ave nue, Unit 706
North Bay Village, FL 33141

Education

2016
FREC - Realtor Pre-Licensing
Miami Assoc. of Realtors

2013
Bachelor in Fine Arts
Miami Int'l University of Art & Design

Expertise

- Public Speaking
- Concept Development
- Interior Space Planning
- Home Staging
- FF&E Consulting

Language

English

Spanish

Volunteer

NAR Ignite
Financial Literacy Teacher & Advocate

UStrive
High School Student Mentor

Altru Center
Life Coach & Team Captain

Natalia Chinea

Entrepreneur

I inspire action, create solutions, deepen relationships, ignite vision and lead with integrity. My affinity for travel and reading gives me a broader worldview from which to create and design. Above all my clients appreciate my ability to translate their ideas and preferences into inspired spaces that range from elegant, luxurious and sophisticated to fun, surprising and functional environments.

Experience

2017 - Present

Natalia Chinea Designs, Inc. I Miami, FL

CEO - Founder

Develop & implement marketing strategies to acquire new clients
Build & maintain strong, lasting relationships with clients, developers, and property managers.
Create compelling proposals, negotiate & secure contracts, manage project budgets & timelines.
Delegate tasks, oversee design team, mentor & train staff, maintain positive work environment.
Monitor cash flow, create & manage budgets, track expenses, ensure profitability.
Analyze market trends, identify new opportunities, expand service offerings.
Conduct initial consultations, understand client needs, develop & present initial design concepts.
Optimize floor plans, traffic flow, maximize functionality for diverse resident needs.
Select finishes, furniture, fixtures, & accessories aligned with client vision & budget.
Produce detailed construction drawings, material specifications, & furniture layouts.
Source & negotiate with furniture, equipment, & material vendors,manage procurement process.
Collaborate with architects, contractors, & engineers to ensure design intent is executed.
Conduct site visits, monitor progress, address issues, ensure quality compliance.
Stay informed on industry trends, materials, & sustainable practices.
Build relationships with local businesses & stakeholders, contribute to the community.

2017 - Present

Realty One Group - Evolution I Doral, FL

Realtor

Develop relationships with potential buyers and sellers to generate leads
Show properties to potential buyers and provide information about the local market
Negotiate purchase agreements and contracts with buyers and sellers
Monitor and update listings of available properties
Research market conditions & trends to advise clients on best strategies for buying and selling
Coordinate home inspections and appraisals
Stay informed of local laws and regulations related to real estate transactions
Create marketing strategies to promote properties

2017 - Present

Natalia Chinea, LLC - The Hialeah Hideaways I Hialeah, FL

CEO - Founder - Superhost!

Ensure that all rental properties are in compliance with local laws and regulations
Manage rental process including inquires, reservations, check in & check out
Develop and implement strategies to maximize rental income
Conduct marketing campaigns to promote rental properties
Create policies and procedures for vacation rental listing
Monitor and respond to guest reviews
Coordinate maintenance, repairs, cleaning services and other vendors
Develop and manage budgets
Track rental income and expenses

2013 - 2017

CORT Furniture I Miami, FL

Interior Designer / Home Stager

Prepare Material/Finish Boards to illustrate design concepts
Conduct design consultations/space planning/floor plans
Manage small warehouse team while installing furniture for residential & commercial projects
Participate in client meetings and conduct presentations
Negotiate rental and service pricing with clients
Target vertical markets involving designers & architects to increase lease averages
Collaborate with sales and marketing team to host events for clients

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 7/1/25 NAME Victoria Morozova

MAILING ADDRESS 7601 East treasure drive, p207 ZIP 33141

EMAIL morozova.vic7@gmail.com PHONE 6093175283

HOW DID YOU HEAR ABOUT US? WEBSITE ☐ FACEBOOK ☐ OTHER ____

ARE YOU A VILLAGE RESIDENT? YES ◉ NO ○ IF YES, HOW MANY YEARS? 4

VERIFICATION OF RESIDENCY:
(The following are required with the application)

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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):

I have over 10 years of professional experience in governance, risk management, and data reporting ~~at major financial institutions. In my current role as Vice President at Citi, I oversee internal controls~~ and regulatory compliance across multiple business units, ensuring that processes are both effective and aligned with strategic goals. I specialize in turning complex data into clear, actionable insights that support better decision-making—skills I believe are highly relevant to community service and program development.

In addition to my professional experience, I have a history of civic involvement, including ~~volunteering with the We Are~~ New York ~~Community Project through the Mayor's Office of Adult~~ Education. In that role, I helped teach English to immigrants, supporting their ability to participate more fully in public life. This experience deepened my commitment to inclusive community engagement and making resources accessible to all residents.

I believe my background qualifies me to serve on the Resident Services Board because I bring a thoughtful, analytical approach, a collaborative mindset, and a deep commitment to service. I care ~~deeply about the~~ quality ~~of life in our village and would love the opportunity to contribute to~~ programs, projects, and policies that strengthen our community.

If given the opportunity to serve, I would bring strong problem-solving skills, data-informed thinking, and a passion for helping residents feel heard, supported, and connected.

I'd be honored to be considered and am happy to provide any additional information.

Thank you for your time and consideration.

Best Regards,
Victoria Morozova

APPLICANT'S SIGNATURE: _____ DATE: 7/2/25

Victoria Morozova

Phone: (609) 317-5283 ▪ *Email:* morozova.vic7@gmail.com

SUMMARY

With over a decade of experience building governance frameworks, enhancing data-driven decision-making, and improving operational transparency, I am deeply committed to creating environments that work for all stakeholders. I am passionate about using my skills to help North Bay Village foster inclusive, responsive, and innovative community initiatives that elevate residents' quality of life.

WORK EXPERIENCE

Citi Group Miami, FL **February 2022 – Present**

Enterprise Services and Public Affairs (ESPA) Governance Risk and Control. Merics and Reporting, VP

- Lead governance and control oversight across 7 distinct ESPA businesses, ensuring alignment with internal control requirements and risk management frameworks.
- Drive adherence to regulatory expectations in response to a Consent Order, ensuring all control gaps are identified, documented, and remediated in a timely and sustainable manner.
- Oversee development and execution of metrics and reporting processes, enabling senior leadership to monitor risk exposure, control effectiveness, and compliance performance.
- Collaborate with business leaders and control partners to implement standardized risk and control procedures, escalating emerging issues and control weaknesses proactively.
- Coordinate control testing, evidence gathering, and issue validation to support successful audit and regulatory outcomes.
- Serve as a strategic partner to business lines, balancing governance requirements with operational efficiency and enabling a culture of accountability.

Morgan Stanley New York, NY **August 2017 – February 2022**

Global Financial Crimes Metrics and Reporting, Director

- Drive and manage monthly reporting processes for Global Financial Crimes organization by conducting monthly program review, shaping stakeholders' interpretations of KPIs, and provide data-driven insights
- Collaborate with various stakeholders to create, maintain and distribute KPI dashboards and reporting solutions offering users drill though capabilities and multivariate analysis
- Partner with Senior management and Technology leaders to gather data and communicate the value of key initiatives
- Lead development, implementation and adoption of proprietary metrics generation tool
- Establish and monitor strategic execution, including establishment of guidelines for the model risk management governance, data assets and policies
- Develop and execute change management around data-sources, including training and awareness, stakeholder communication, issue resolution and escalation protocols
- Drive the development of business cases and financial analytics
- Prepare ad-hoc data-driven reporting and presentations and for internal senior management meetings and meetings with the Board of Director
- Set direction within the Chief Operating Officer's team

Institutional Strategy and Risk, AVP **August 2013-August 2017**

- Managed, maintained and supervised firm wide International Wealth Management strategic remediation
- Aided in development of business strategy for the International Wealth Management
- Experienced in strategic remediation and process optimization project management
- Innovated metrics reports for the senior management on the group's performance
- Reviewed and approved alternative investment exceptions, margin loans, FX option trading limits, OTC client suitability and penny stock deposit requests
- Developed and designed Access database to cross reference data from multiple systems and transform it to the meaningful reports using advance datamining techniques
- Collaborated on multiple International Wealth Management risk committees with senior management
- Implemented statistical models in FA book review and evaluation
- Aided in review and calibration of the methodology for duration review and alerts

State Street Corp New York, NY **June 2011 – August 2013**

Senior Hedge Fund Risk Associate

- Managed development and implementation of client-fund focused risk exposures database
- Managed development of SharePoint site and supervised training of the team
- Gained detail knowledge on techniques and metrics used to develop PD Model
- Aided in testing and calibration of logistic regression model used for operational risk assessment
- Performed risk assessment on new hedge fund counterparties along four major categories: credit, operational, fiduciary, and documentary risks

- Performed evaluation of the investment strategies (PPM, OM) of various hedge funds
- Automated data processing and reconciliation processes using Excel VBA
- Gained knowledge in stress testing and forecasting applied by company's Market Risk Product group

EDUCATION

Baruch College, *New York, NY* **June 2012**

- **Zicklin School of Business,** *BBA in Statistics and Quantitative Modeling, Concentration in Financial Mathematics*
- Relevant Coursework: Mathematical Interest Theory, Probability Theory, Methods of Monte Carlo Simulation, Statistics, Accounting, Finance
- Academic Merits: Certificates of Merit, Dean's List; Scholar Athlete

LEADERSHIP EXPERIENCE & ACTIVITIES

Baruch College Tennis Team Aug 2010 – Jan 2012
Team Captain (20 hrs/week commitment)

Mayor's Office of Adult Education, We Are New York Community Project Oct 2010 – Jan 2011
Volunteer

ADDITIONAL INFORMATION

Licenses and Certificates: Data Analytics, Cornell University; Data Science with SQL and Tableau, Cornell University; Enhancing Data Visualization with Tableau, Cornell University

Financial Data Skills: Reuters 3000 Xtra, Meta Trade

Technical Skills: C++, SAS, VBA, SQL, MS Word, MS Access (SQL), MS Excel (Macros), MS PPT, Tableau, Python

Language: Fluent in Ukrainian and Russian, Elementary Portuguese and Spanish.

Interests: Tennis, Scuba-diving, Horseback riding, Archery

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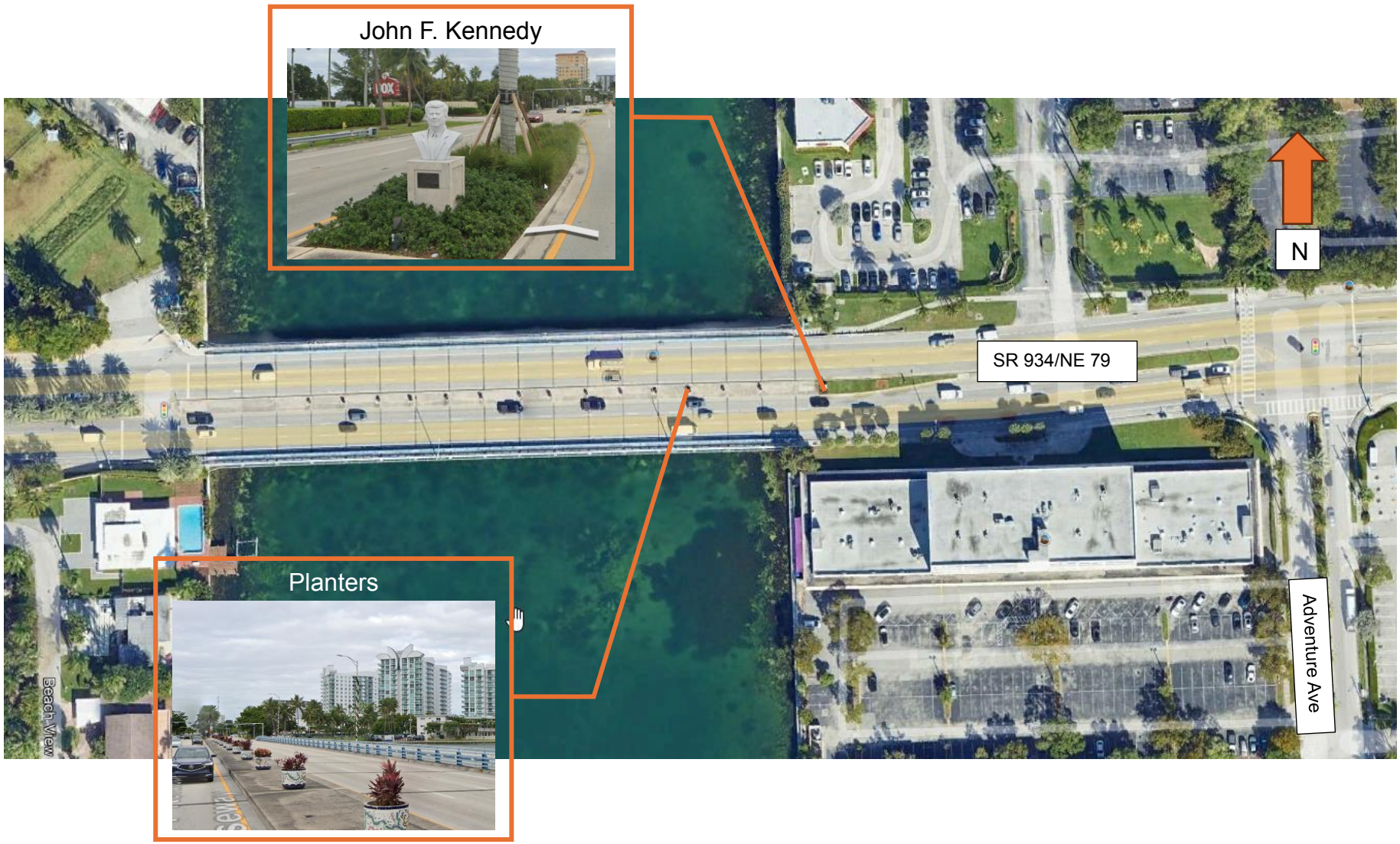

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

1000 NW 111th Avenue
Miami, FL 33172-5800

JARED W. PERDUE, P.E.
SECRETARY

May 5, 2025

Steven Buckland, Director
North Bay Village Public Works Department
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

RE: Request for Relocation of Items Within FDOT Right-of-Way – NE 79th Street Bridge Replacement Project
Item/Segment No.: 449007-2
Project Limits: SR 934/ NE 79 St from W of Pelican Harbor Dr to E of Adventure Ave.

Dear Director Buckland:

The Florida Department of Transportation ("FDOT") is currently in the design development phase of the above-referenced project for the replacement of four bridges (two bridge pairs) along NE 79th Street, between Pelican Harbor Drive and Adventure Avenue. This project is located within the jurisdictions of the City of Miami and North Bay Village in Miami-Dade County and is anticipated to begin construction in the Fall of 2029.

As part of the preliminary survey efforts within the project limits, FDOT has identified several items within FDOT's right-of-way that must be removed due to their conflict with the proposed design. Accordingly, FDOT respectfully requests that the Village arrange for the relocation of the following items outside FDOT's right-of-way no later than May 5, 2026:

- Fourteen (14) planters located in the median
- John F. Kennedy bust located in the median

Timely relocation of these items is necessary to avoid delays and to ensure uninterrupted progress in the design and construction schedule. Enclosed please find aerials and photographs depicting the items.

Should you have any questions or wish to schedule a site visit with the project team, please feel free to contact me directly at (305) 470-5343 or via email at Judy.Solaun@dot.state.fl.us.

We appreciate your cooperation and attention to this matter.

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

1000 NW 111th Avenue
Miami, FL 33172-5800

JARED W. PERDUE, P.E.
SECRETARY

Sincerely,

DocuSigned by:
E909F35EABFF4A1...

Judy Solaun-Gonzalez, P.E.
District Consultant Project Management Engineer

Enc. Aerial and Photos illustrating the above-mentioned items.
Right-of-Way Map.

CC: Michelle Garrido, Esq., Paola Martinez P.E., Karina Fuentes P.E., Renato Marrero P.E., Leonard Salazar, P.E., Elizabeth Jett P.E.