NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING
PUBLIC MEETING NOTICE

Tuesday, March 18, 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: 859 0693 9576 | Passcode: 704653
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: 859 0693 9576 | Passcode: 704653
Tuesday, March 18, 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

3.A. Presentation of a Proclamation in Recognition of Women's History Month

3.B. Presentation of a Proclamation on Colorectal Cancer Awareness Month

3.C. Recognition and Scholarship Award to Students from Miami Beach Senior High School for Volunteer Efforts

3.D. A Presentation on Village-wide Infrastructure Projects by BCC Engineering

3.E. Presentation on the Annual Comprehensive Financial Report for FY 2023
ACFR 9.30.2023.pdf
Letter to Commission.pdf
TCT Reports 9.30.2023.pdf

3.F. Presentation from Citizens' Independent Transportation Trust (CITT)
03-18-25 CITT2 PPTX.pdf

4. Open Forum

5. Approval of Commission Minutes

5.A. Approval of February 18, 2025 - Commission Meeting Minutes
02.18.2025 - Draft Minutes.pdf

6. Advisory Board Minutes/Written Reports.

7. Village Commission's Report

8. Village Attorney's Report

9. Village Manager's Report

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

9.A. Report on YMCA Kids Summer Camp

9.B. Report on the Village's Grants

9.C. Communications & Special Events Report (February 2025)
CommsEventReportMarch182025.pdf

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

9.E. Code Enforcement Report (February 2025)
Code Monthly Report February-2025.pdf

10. Village Clerk's Report

10.A. Village Clerk Report for February of 2025
February 2025 - PRR LOG.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 A FIRST AMENDED INTERLOCAL AGREEMENT FOR INCLUSION IN THE MIAMI-DADE COUNTY CURBSIDE RECYCLING PROGRAM; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission approve the First Amended Interlocal Agreement with Miami Dade County for continued inclusion in the Curbside Recycling Program.

Resolution Approving County First Amended Recycling ILA.DOCX
Exhibit A-First Amended ILA -Curbside Recycling Service.DOCX
Resolution No. R-147-25__Certified Copy.pdf
2010-10-11 - Miami-Dade County - Curbside Recycle.pdf

11.B. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING THE VILLAGE MANAGER'S RECOMMENDATION TO ADD ADDITIONAL STAFF POSITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission approve the additional staffing to the Village Administration for the Fiscal Year 2024-2025
Resolution Approving Additional Staff Positions.DOCX

11.C. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SETTLEMENT AGREEMENT AND RELEASE AMONG THE VILLAGE, BLACK AND VEATCH CORPORATION, AND CERTAIN BLACK AND VEATCH CORPORATION SUBCONTRACTORS RELATED TO THE VILLAGE'S STORMWATER IMPROVEMENTS AND ROADWAY RECONSTRUCTION PROGRAM MANAGEMENT; AUTHORIZING PAYMENT OF $172,225.25 IN SETTLEMENT OF ALL PENDING INVOICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission approve the settlement agreement with Black and Veatch Corporation and two of its subcontractors in the amount of $172,225.25.

Resolution Black and Veatch Settlement .DOCX
Exhibit A-Settlement Agreement - For Commission Approval.DOCX

11.D. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS FOR THE VILLAGE'S ART IN PUBLIC PLACES PROGRAM FOR THE DEVELOPMENT OF THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX PROJECT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission authorize the Village Manager to negotiate and execute an agreement with Miami Dade County for Art in Public Places Program at the New Village Hall consistent with the attached Proposal.

Resolution Authorizing Art Public Places Program Services Agreement.DOCX
Exhibit A-MDC AIPP Letter of Agreement for AIPP Services.DOCX
MDC APP Program.pdf
NBV Hall Art Location Opportunities.pdf

11.E. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, DIRECTING THE VILLAGE MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT WITH UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE), A COMPONENT OF THE DEPARTMENT OF HOMELAND SECURITY (DHS), RELATING TO THE PERFORMANCE OF CERTAIN IMMIGRATION ENFORCEMENT FUNCTIONS BY THE NORTH BAY VILLAGE POLICE DEPARTMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

The recommended action for this agenda item is for the Commission to exercise its discretion directing the Village Manager to execute the proposed agreement concerning Immigration Enforcement Functions.

Resolution Approving MOA Immigration and Customs Enforcement.DOCX
Exhibit A-ICE MOA.pdf
Proposed Agreement and Correspondence.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.

13. Public Hearings

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives

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

13.A. AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, COMPREHENSIVELY AMENDING THE UNIFIED LAND DEVELOPMENT CODE TO MODIFY REGULATIONS RELATING TO SPECIAL AREA PLANS (SAPS); PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE - SPONSORED BY MAYOR RACHEL STREITFELD (VILLAGE ATTORNEY TONY RECIO AND VILLAGE PLANNER SILVIA E. VARGAS, FAICP)

It is recommended that the Village Commission adopt the Ordinance on second reading, as presented, with the changes made following the Commission's discussion during the first reading on February 18, 2025.

Special Area Plan Text Amendment (2nd Reading w 1st Reading Changes).docx
BIES - Special Area Plan (SAP) .pdf
Notice of Public Notice - MDC Legal Ads.pdf

13.B. AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 9.22, "SYNTHETIC TURF," OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), TO MODIFY THE STANDARDS FOR DESIGN, PERMITTING AND INSTALLATION OF SYNTHETIC TURF; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON (VILLAGE PLANNER SILVIA E. VARGAS, FAICP)

It is recommended that the Village Commission adopt the proposed Ordinance on second reading, as presented.
Ordinance Amending Sec. 9.22_Synthetic Turf_1st reading.docx
Exhibit A - Sec 9.22 Synthetic Turf .docx
BIES - Synthetic Turf .pdf
Notice of Public Notice - MDC Legal Ads.pdf

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

14.A. Discussion and Direction on the Issuance of a Request for Proposals (RFP) Relating to Transferable Density Rights - Sponsored by Commissioner Richard Chervony

14.B. Discussion on the Shoma North Bay Village, LLC Development Agreement - Sponsored by Commissioner Richard Chervony

1850-1872 Kennedy Causeway - Development Agreement.pdf
Notice of Default to Shoma NBV 1872 79th Street Causeway.PDF

14.C. Discussion on Code Update for RM-40 Zoning District Regulations - Sponsored by Commissioner Andy Daro

14.D. Discussion and Update on the Vogel Park Paddle and Kayak Launch – Sponsored by Commissioner Doris Acosta

Kayak Launch Improvements.pdf
Vogel Proposed Changes.pdf

14.E. Discussion and Status Update on the Island Walk - Sponsored by Commissioner Andy Daro
Island Walk Plan.pdf

14.F. Discussion and Direction on the New Village Hall Feasibility of an Additional Floor - Village Manager Frank Rollason

14.G. Discussion on Native Plants in North Bay Village - Sponsored by Mayor Rachel Streitfeld.

15. Adjournment

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

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

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

ITEM NO. 3.A

North Bay Village
Recommendation Memorandum

DATE: March 18, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Mayor Rachel Streitfeld and Commissioner Doris Acosta

SUBJECT: Presentation of a Proclamation in Recognition of Women's History Month

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Mayor Rachel Streitfeld and Commissioner Doris Acosta would like to present Lidia Cantave with a Proclamation in honor of Women's History Month.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ITEM NO. 3.B

North Bay Village
Recommendation Memorandum

DATE: March 18, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Presentation of a Proclamation on Colorectal Cancer Awareness Month

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RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ITEM NO. 3.C

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: March 18, 2025

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

FROM: Leonardo Cosio, Chief of Staff

SPONSORED BY: Mayor Rachel Streitfeld, Vice Mayor Goran Cuk, Commissioner Doris Acosta, Commissioner Dr. Richard Chervony, Commissioner Andy Daro

SUBJECT: Recognition and Scholarship Award to Students from Miami Beach Senior High School for Volunteer Efforts

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Miami Beach High School Seniors Joseph Hudsonhull and Mallory McDonald contacted Village staff in late 2024 to ask if they could volunteer to clean and do weekly upkeep on the Island Walk behind several properties on Harbor Island. As both are Harbor Island residents, they felt this was an easy way for them to do their part in keeping their neighborhood clean.

The Village seeks to award them each a $500 scholarship in recognition of their many weekends spent beautifying the Island Walk, one of the Village's most cherished amenities. Joseph and Mallory embody the kind of dedication, service, and civic engagement we should all aspire to emulate in our community. North Bay Village wishes them well as they begin their college careers.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

$150 from 001.11.511.5465, $150 from 001.11.511.5466, $150 from 001.11.511.5467, $150 from 001.11.511.5468, $150 from 001.11.511.5469, $250 from 001.12.512.5340

PERSONNEL IMPACT

NONE

ITEM NO. 3.D

North Bay Village
Recommendation Memorandum

DATE: March 18, 2025

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

FROM: Leonardo Cosio, Chief of Staff

SPONSORED BY:

SUBJECT: A Presentation on Village-wide Infrastructure Projects by BCC Engineering

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RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ITEM NO. 3.E

North Bay Village
Recommendation Memorandum

DATE: March 18, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Presentation on the Annual Comprehensive Financial Report for FY 2023

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
ACFR 9.30.2023.pdf
Letter to Commission.pdf
TCT Reports 9.30.2023.pdf

NORTH BAY VILLAGE, FL

Annual Comprehensive Financial Report for the Fiscal Year Ended

September 30, 2023

ANNUAL COMPREHENSIVE FINANCIAL REPORT

NORTH BAY VILLAGE, FLORIDA

FOR THE FISCAL YEAR ENDED

SEPTEMBER 30, 2023

Prepared By
The Finance Department

NORTH BAY VILLAGE, FLORIDA
TABLE OF CONTENTS
SEPTEMBER 30, 2023

		PAGES
I.	**INTRODUCTORY SECTION**	
	Letter of Transmittal	i-v
	Certificate of Achievement for Excellence in Financial Reporting	vi
	Organizational Chart	vii
	List of Elected and Principal Officials	viii
II.	**FINANCIAL SECTION**	
	Independent Auditors' Report	1-3
	Management's Discussion and Analysis (Unaudited)	4-9
	Basic Financial Statements:	
	Government-Wide Financial Statements:	
	Statement of Net Position	10
	Statement of Activities	11
	Fund Financial Statements:	
	Balance Sheet – Governmental Funds	12
	Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position	13
	Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds	14
	Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	15
	Statement of Net Position – Proprietary Funds	16
	Statement of Revenues, Expenses and Changes in Net Position – Proprietary Funds	17
	Statement of Cash Flows – Proprietary Funds	18
	Notes to Basic Financial Statements	19-44
	Required Supplementary Information:	
	Budgetary Comparison Schedules:	
	General Fund	45
	American Recovery Plan Act Fund	46
	Notes to Budgetary Comparison Schedules	47
	Schedule of the Village's Proportionate Share of Net Pension Liability – Florida Retirement System Pension Plan	48
	Schedule of the Village's Proportionate Share of Net Pension Liability – Health Insurance Subsidy Program Pension Plan	49
	Schedule of the Village's Contributions – Florida Retirement System Pension Plan (FRS)	50
	Schedule of the Village's Contributions – Health Insurance Subsidy Pension Plan (HIS)	51
	Schedule of Changes in Total OPEB Liability and Related Ratios – Other Post-Employment Benefits (OPEB)	52
	Supplementary Information:	
	Combining Fund Financial Statements:	
	Combining Balance Sheet – Nonmajor Governmental Funds	53-54
	Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Nonmajor Governmental Funds	55-56
	Budgetary Comparison Schedules:	
	Grant Administration	57
	Building Fees Fund	58
	Street Maintenance Fund	59
	Children's Services Fund	60
	Transportation Fund	61
	Roadway Project Improvements Debt Service Fund	62
	Debt Service Fund	63
	CITT Roadway Improvements Fund	64
	Capital Projects Fund – ARPA	65
	Capital Projects Fund	66
	Capital Projects GOB Fund	67
	Capital Projects GOB 2022 Parks Project	68

NORTH BAY VILLAGE, FLORIDA
TABLE OF CONTENTS
SEPTEMBER 30, 2023

		PAGES
III.	**STATISTICAL SECTION**	
	Net Position by Component	69
	Changes in Net Position	70-71
	Fund Balances of Governmental Funds	72
	Changes in Fund Balances of Governmental Funds	73
	Governmental Activities Tax Revenues by Source	74
	General Governmental Revenues by Source	75
	Assessed Value and Estimated Actual Assessed Value of Taxable Property	76
	Principal Property Taxpayers	77
	Property Tax Levies and Collections	78
	Ratios of Outstanding Debt by Type	79
	Ratios of General Bonded Debt Outstanding	80
	Legal Debt Margin Information	81
	Pledged Revenue Coverage	82
	Demographic and Economic Statistics	83
	Occupational Employment by Group – Miami-Dade County, Florida	84
	Full-Time Equivalent Village Government Employees by Function	85
	Operating Indicators by Function	86
	Capital Asset Statistics by Function	87
IV.	**COMPLIANCE SECTION**	
	Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*	88
	Independent Auditors' Report on Compliance for the Major Federal Program and on Internal Control over Compliance Required by the Uniform Guidance	89-90
	Schedule of Expenditures of Federal Awards	91
	Notes to Schedule of Expenditures of Federal Awards	92
	Schedule of Findings and Questioned Costs	93-95
	Management Letter in Accordance with the Rules of the Auditor General of the State of Florida	96-97
	Independent Accountants' Report on Compliance Pursuant to Section 218.415 Florida Statutes	98
	Corrective Action Plan	99-100

INTRODUCTORY SECTION

North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

www.nbvillage.com

February 28, 2025

The Honorable Mayor Rachel Streitfeld and
The Members of the Village Commission, and
The Citizens of North Bay Village

In accordance with Section 11.45, and Section 218.39 Florida Statutes and Section 4.01 of North Bay Village, Florida's ("the Village") Charter, submitted herewith is the Village's Annual Comprehensive Financial Report (the "ACFR") for the fiscal year ended September 30, 2023.

The financial statements included in this report conform to generally accepted accounting principles in the United States ("GAAP") as prescribed by the Governmental Accounting Standards Board ("GASB"). The Village is responsible for the accuracy of the data and the completeness and fairness of the presentation, including all disclosures. The financial statements have been audited by Caballero Fierman Llerena & Garcia, LLP. The independent auditors have issued an unmodified opinion that this report fairly presents the financial position of the Village and complies with all reporting standards noted above.

The contents of this report are aimed at compliance with GASB pronouncements, including Statement No. 34, requiring the preparation of government-wide financial statements on a full accrual basis of accounting for all funds and including Management's Discussion and Analysis.

THE REPORTING ENTITY AND ITS SERVICES

The Village was incorporated on June 4, 1945, and is a political subdivision of the State of Florida. The Village operates under a Commission-Manager form of government and provides General Government, Public Safety, Utility and Community Services to its residents and business community. The Mayor and four (4) Commissioners are responsible for establishing the Village's policies. The Mayor and Commission appoint the Village Manager who is the Chief Administrative Officer of the Village and is responsible for implementing policies adopted by the Commission.

This report includes all of the funds for which the Village is financially accountable. Although Miami-Dade County, Miami-Dade Fire and Rescue, Miami-Dade Library, Florida Inland Navigation District, South Florida Water Management District and the Children's Trust levy and collect taxes on property located within the Village's corporate limits, financial information on these taxing authorities is not included in this report since each has a separate elected governing body, are legally separate and are fiscally independent of the Village. Annual financial reports of these units of government are available upon request from each authority.

The Village consists of an area of approximately .80 square miles, with a population of 7,930 residents. The actual land area is .37 square miles, and the remaining is the waters of Biscayne Bay that surrounds the Village. Currently there are various new mixed-use, residential, and commercial developments in the Village's review and approval process. One of the attractions for new development is that North Bay Village is a 3-island paradise surrounded by Biscayne Bay. The Village is working on a Bay Walk as well as the Boardwalk project to provide public access and show off the beautiful views of Biscayne Bay.

Fiscal Year 2023

The combination of a mix of small (older) and larger (newer) condominiums along with the Village location on Biscayne Bay has allowed the taxable value to recover from the most recent real estate volatility. The Village's current taxable value of approximately $1.31 billion shows 96.6% improvement since the lowest taxable values in 2012.

MAJOR INITIATIVES

The Village, in 2023 continued to work on major repairs and improvements to the Village's infrastructure.

- The Village was awarded $1.55 million by the Florida Inland Navigation District for the construction of the Island Walk North Plaza and for the construction of the Vogel Park Marine Facility.
- Construction started on the Island Walk North Plaza, a project funded by the Florida Department of Transportation and the Florida Inland Navigation District, along with funds from the Village.
- Pursued grants for the redevelopment of Schonberger Park and for the acquisition of 7560 West Treasure Drive as part of the Village's Stormwater Master Plan.
- Construction started on improvements to the wastewater pump station on the Village's Galleon Street property estimated to be completed by Summer 2024, funded by the Clean Water State Revolving Loan Fund from the Florida Department of Environmental Protection and from state appropriations.
- Construction for Phase II of the Village-wide sidewalk installation, replacement, and repairs estimated underway.
- Ongoing - Rehabilitation of Sewer Manholes and Laterals with construction estimated to be completed by December 2023.

In August 2023, the Village also initiated a new Parks and Recreation program, offering free youth sports and activities to residents and students at Treasure Island Elementary School.

In addition, the following major capital improvements are in process at the end of fiscal year 2023 and should be completed in 2024 and 2025.

- The design and permitting phase are underway for Phase III of the ADA Sidewalk Improvement Project. This project is being funded from monies from the Florida Department of Transportation and state appropriations.

- A new municipal complex to provide for a permanent home for Village government and a public safety complex (to include a fire station operated by Miami-Dade County) has moved into the design phase. An RFP to select a contractor is anticipated to be published in the Spring of 2025.

- An RFP was prepared for the development and operation of a sports complex and academy, recreational facilities, municipal office, and other amenities ("Galleon/TIES"). This will be a public-private partnership and will house the Police Department, Dispatch, and Code. It was published in November 2021 and awarded in 2023.

FINANCIAL INFORMATION

Internal Accounting Control

Management of the Village is responsible for establishing and maintaining internal controls designed to ensure that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with GAAP. Internal control is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

All internal control evaluations occurred within the above framework. We believe that the Village's internal accounting controls adequately safeguard assets and provide reasonable assurance of proper recording of financial transactions.

Budgetary Control

An annual appropriated budget is adopted for all governmental funds except for the Federal Forfeiture Fund, State Forfeiture Fund, Police Improvement Trust Fund (Special Revenue Funds) and Parks Improvement Fund (Capital Project Fund). In accordance with Village Ordinance, appropriations are legally controlled at the Department level. Encumbrance accounting, under which purchase orders and other commitments for the expenditure of funds are recorded in the accounting records, is utilized throughout the fiscal year.

Overview of Financial Activity

The accompanying financial statements reflect that the Village has continued to expand its services to meet the demands of its residential and business communities. A summary of the major financial activities is included in the Management Discussion and Analysis Section of this report.

Fund Balances

Fund balances classified as restricted are those with externally enforceable limitations on use. Fund balances classified as committed can only be used for specific purposes determined by formal action of the Village Commission through an ordinance. Commitments can only be changed or lifted by the Village Commission through an ordinance. Assigned fund balances are amounts that the Village intends to use for a specific purpose but are neither restricted nor committed. Unassigned fund balance can be viewed as the net resources available at the end of the year.

Retirement Programs

The Village contributes to the Florida Retirement system (FRS) which is the basic defined benefit pension plan for most Village employees. The FRS contributions are based on employee classifications. The Village also contributes to a defined contribution plan for 2 employees that remained when the Village converted to the FRS. The plans currently cover all full-time and part-time employees of the Village. Under these plans, the Village contributes between 10.82% and 29.01% to the FRS. The employees covered by the FRS System contribute 3.0% of salary. The employees covered by the defined contribution plan contribute 5.5 % of salary through a bi-weekly payroll deduction and the Village contributes 13.5 %.

Labor Contracts

The Village has Collective Bargaining Agreements (CBA) with two unions. A new agreement for the union for sworn police officers (FOP) was approved and the new CBA expires September 30, 2025. The other union (FOPA) covers the non-managerial and blue-collar work force. The new FOPA contract expires September 30, 2025.

Financing Programs and Debt Administration

The Village currently has thirteen outstanding long-term debt issues. The Village has seven water and sewer infrastructure loans through the Florida Department of Environmental Protection (DEP). The seven loans are accounted for entirely in the Utility Fund and are paid from customer charges for services. These loans have various interest rates ranging from .09% to 2.99%. The last loan will be paid off in October 2037. The principal outstanding on the water and sewer infrastructure loans as of September 30, 2023, totaled $9,286,897.

The Village has four General Obligation (GO) bond issues outstanding. They were issued in 2010, 2011, 2022 and 2023 and will be paid off in December 2031, June 2028, June 2032, and June 2038, respectively. The total principal outstanding on the GO bonds as of September 30, 2023, is $13,820,716.

The Village in May 2018 issued a $2,350,000 taxable note for the purchase of the Sakura property. The purchase price was $2,295,000 and had a coupon interest rate of 3.336%. This was a 3 year note with a balloon payment of $2,270,000 in July 2021. In May 2021, the note was refinanced for a 15-year term. The new note bears interest of 2.984% and is payable semiannually while principal ranging from $125,000 to $190,000 is payable annually on July 1 of each year through July 1, 2036. The note is secured by all non-ad valorem revenues which are legally available to make debt payments when due. The outstanding principal balance as of September 30, 2023, is $2,095,000.

In fiscal year ended September 30, 2020, the Village borrowed $1,500,000 relating to a Road Improvement Revenue Note, Series 2020, for the purpose of financing the costs of improvements to the Village's roadways and paying costs of issuance of the note. The note bears interest of 1.221% and is payable semiannually while principal ranging from $90,000 to $110,000 is payable annually on July 1 of each year through July 1, 2035, when the remaining balance of $1,500,000 is due. The note is secured by all non-ad valorem revenues which are legally available to make debt payments when due. The outstanding principal balance as of September 30, 2023, is $1,220,000.

OTHER INFORMATION

Independent Audit

In accordance with Section 11.45(3) (a) (4), Florida Statutes, and 4.1 of the Village Charter, the Village engaged the firm of Caballero Fierman Llerena & Garcia, LLP, to perform the independent audit of the Village's accounts and records. The independent auditors' reports are included in the Financial Section.

Acknowledgements

The preparation of this report could not have been completed without the efficient and dedicated services of the entire Finance Department. We express our appreciation to all members of the Department who assisted and contributed to its preparation. We also wish to thank the Village Mayor and Commission for their interest and support in planning and conducting the Village's financial operations in a responsible and progressive manner.

Respectfully submitted,

Frank Rollason, Village Manager

Mayte D Gamiotea, Chief Financial Officer

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

North Bay Village
Florida

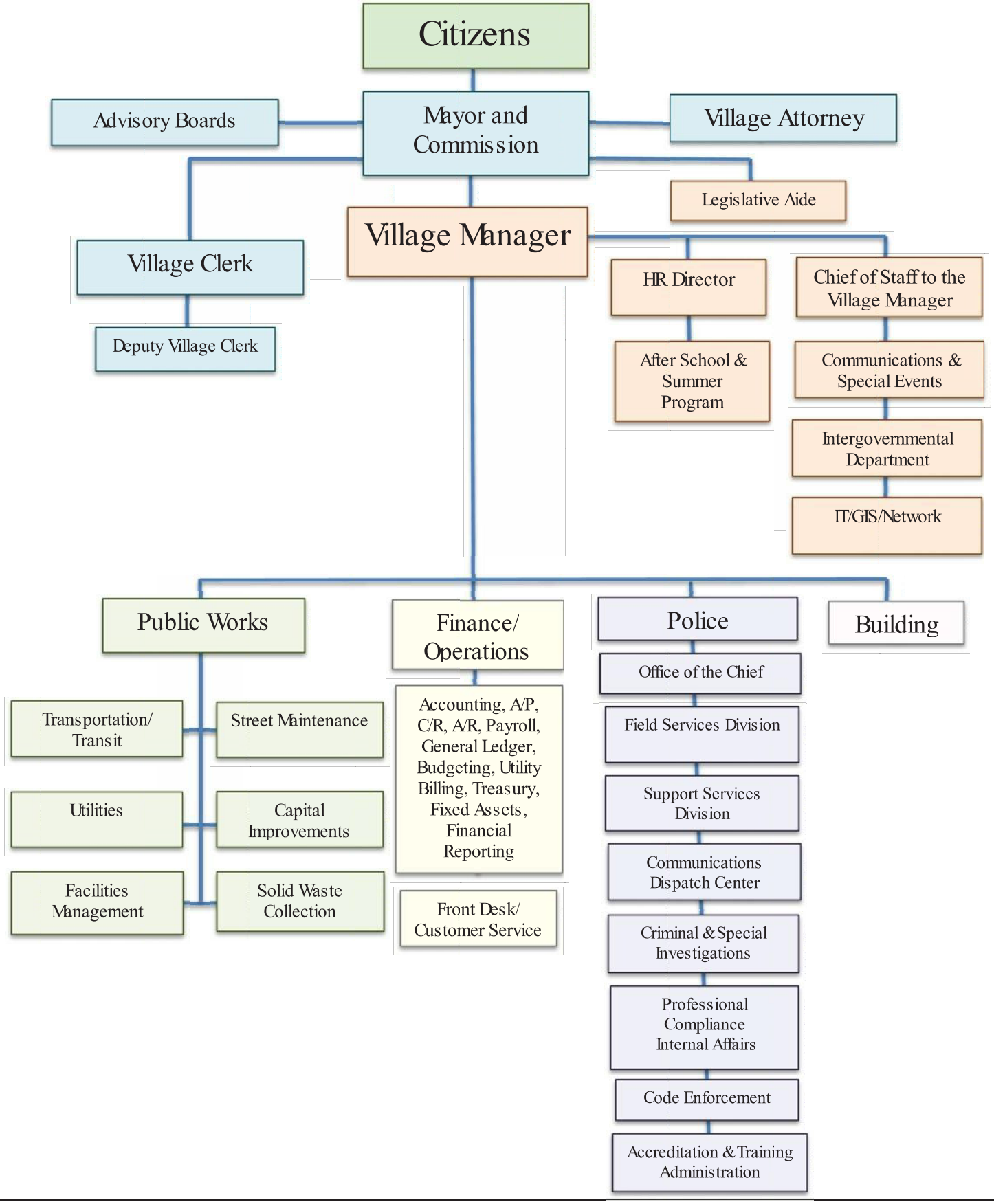
For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2022

Christopher P. Morrill

Executive Director/CEO

ORGANIZATIONAL CHART



NORTH BAY VILLAGE, FLORIDA
LIST OF ELECTED AND PRINCIPAL OFFICIALS
SEPTEMBER 30, 2023

Title	Name
Mayor	Rachel Streitfeld
Vice Mayor	Goran Cuk
Commissioner	Richard Chervony
Commissioner	Andy Daro
Commissioner	Doris Acosta
Village Manager	Frank Rollason
Village Clerk	Alba Chang
Village Attorney	Haydee Sera
Chief Financial Officer	Mayte Gamiotea
Police Chief	Carlos Noriega

FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT

CFLG Accountants Advisors

INDEPENDENT AUDITORS' REPORT

Honorable Mayor and Members of the Village Commission
North Bay Village, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of North Bay Village, Florida (the Village) as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village as of September 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Village and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, the budgetary comparison schedules, the Schedules of the Village's Net Pension Liabilities and Contributions, and the Schedule of Changes in the Village's Total OPEB Liability and Related Ratios on pages 4–9 and 45–52 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Village's basic financial statements. The accompanying combining and individual nonmajor fund financial statements and Schedule of Expenditures of Federal Awards, as required by *Title 2 U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Aduit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

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In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 28, 2025, on our consideration of the Village's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Village's internal control over financial reporting and compliance.

Caballero Fierman Llerena & Garcia, LLP

Caballero Fierman Llerena & Garcia, LLP
Miami, Florida
February 28, 2025

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MANAGEMENT'S DISCUSSION AND ANALYSIS
(Required Supplementary Information)

As management of the North Bay Village, Florida (the "Village"), we offer readers of the accompanying financial statements this narrative overview and analysis of the financial activities of the Village for the fiscal year ended September 30, 2023.

Financial Highlights

The assets and deferred outflows of resources of the Village exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by $23,110,873 (total net position). Governmental activities net position amounted to $10,401,554, and business-type net position amounted to $12,709,319. Net position increased by $5,705,347, during the current fiscal year. The increase in total net position was the result of an increase in the Village's cash position of $10,059,988 and in capital assets net of depreciation of $639,333 that outpaced an increase in total liabilities of $5,407,964 (from various activities, but mostly attributed to pension-related items and the issuance of debt).

For the fiscal year ended September 30, 2023, the Village's governmental activities revenues and expenses were $19,289,118, and $13,702,610, respectively. Transfers out to business-type activities amounted to $1,320,145. As a result, governmental net position increased by $4,266,363 before taking into account the $38,337 adjustment to the prior period's net position for corrections of errors in accounting for leases and for retainage payables. This increase in net position, when compared to the prior year's increase of $2,582,253, is reflective of increases in grants and contributions received along with increases in tax revenues and investment income (due to favorable market conditions) of $4,143,997 that exceeded the increase in expenses of the governmental activities of $1,531,436 and an increase in the transfers to the business-type activities of $928,451.

For the fiscal year ended September 30, 2023, the Village's business-type activities revenues and expenses were $8,108,043, and $7,989,204, respectively. As a result, combined with transfers in from governmental activities of $1,320,145, business-type activities net position increased by $1,438,984. The current year increase in net position was primarily the result of a $193,168 increase in capital grants and contributions combined with an increase of $928,451 in transfers from the Village's governmental activities funds, offset by an increase in current year expenses of $699,123.

At the close of the current fiscal year, the Village's governmental funds reported combined fund balances of $24,994,812, an increase of $11,922,414, in comparison with the prior year. Approximately 32% of this amount ($8,121,422) is unrestricted and spendable. This amount represents 81% of the fiscal year's General Fund expenditures, or 9½ months of operations. This is more than double the balance as of the end of the prior year.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the Village's basic financial statements. The Village's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, 3) and notes to the basic financial statements. This report also contains supplementary information in addition to the basic financial statements.

Government-wide financial statements - The government-wide financial statements, which consist of the following two statements described below, were designed to provide readers with a broad overview of the Village's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the Village's assets, liabilities, and deferred inflows/outflows of resources, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Village is improving or deteriorating. This statement represents full accrual accounting, including the recording (net of depreciation) of infrastructure such as roads and streets.

The statement of activities presents information showing how the Village's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes, earned but unused vacation leave, and long-term obligations in the governmental funds) of the government-wide financial statements distinguish functions of the Village that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the Village include general

government, public safety, building, planning, and zoning, public works and parks and recreation. The business type activities of the Village include water, sanitation, sewer, and storm water operations. The government-wide financial statements can be found on pages 10 and 11 of this report.

Fund financial statements - A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Village, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All the funds of the Village can be divided into two categories: governmental funds and proprietary funds.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike government-wide financial statements, governmental financial statements focus on near-term inflows and outflows of spendable resources, as well as balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near- term funding and financing requirements. Governmental funds use a modified accrual basis of accounting. It recognizes revenues when they become available and measurable and, with a few exceptions, records expenditures when liabilities are incurred.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the Village's near-term funding and financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Village maintains eighteen individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, the American Recovery Plan Act (ARPA) Fund, the Capital Projects GOB Fund and the Capital Projects GOB 2022 Parks Project, which are considered Major Funds. Data from the other fourteen governmental funds are combined into a single aggregated presentation. Individual fund data for each of these other major governmental funds is provided in the form of combining statements in the combining and individual fund statements and schedules section of this report.

The governmental fund financial statements can be found on pages 12 through 15 of this report.

Proprietary funds - The Village maintains one type of proprietary fund referred to as an enterprise fund. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements and are used to account for water, sewer, sanitation, and stormwater operations.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the utility operations and the storm water operations. Proprietary funds utilize full accrual accounting. The proprietary fund financial statements can be found on pages 16 through 18 of this report.

Notes to the basic financial statements - The notes provide additional, important, and expansive information that is essential for a full understanding of the data provided in the government-wide and fund financial statements. Readers should not overlook this important section of the financial statements. The notes to the basic financial statements can be found on pages 19 through 44 of this report.

Other information - In addition to the basic financial statements and accompanying notes, this report also presents required supplementary information concerning the Village's General Fund and American Recovery Plan Act (ARPA) Fund budgetary schedules and progress in funding its obligation to provide OPEB benefits to its employees and the Village's pension liability and its contributions to fund that liability. Required supplementary information can be found on pages 45 through 47 of this report.

The combining statements referred to earlier in connection with non-major governmental funds are presented immediately following the required supplementary information. Combining and individual fund statements and schedules can be found on pages 53 through 56 of this report.

Government-Wide Financial Analysis

Net position - As noted earlier, net position over time may serve as a useful indicator of the Village's financial position. In the case of the Village, total assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $23,110,873, at the close of September 30, 2023. Governmental activities net position totaled $10,401,554, and business-type activities net position totaled $12,709,319. The following table presents a condensed statement of net position as compared to the prior year:

	Governmental Activities		Business-Type Activities		Total	
	2023	2022	2023	2022	2023	2022
Current and other assets	$ 27,072,394	$ 17,055,736	$ 6,876,214	$ 6,593,146	$ 33,948,608	$ 23,648,882
Restricted assets	1,472,191	1,468,226	517,209	505,582	1,989,400	1,973,808
Capital assets, net	14,193,388	13,987,393	18,241,343	17,808,005	32,434,731	31,795,398
Total assets	42,737,973	32,511,355	25,634,766	24,906,733	68,372,739	57,418,088
Deferred outflows of resources	2,299,668	2,576,897	376,681	405,623	2,676,349	2,982,520
Current and other liabilities	6,100,981	7,257,282	2,485,219	2,488,679	8,586,200	9,745,961
Long-term liabilities	27,581,892	20,318,050	10,646,395	11,342,512	38,228,287	31,660,562
Total liabilities	33,682,873	27,575,332	13,131,614	13,831,191	46,814,487	41,406,523
Deferred inflows of resources	953,214	1,339,392	170,514	210,830	1,123,728	1,550,222
Net investment in capital assets	6,710,170	6,049,864	8,327,805	7,982,938	15,037,975	14,032,802
Restricted	16,675,781	9,086,678	-	-	16,675,781	9,086,678
Unrestricted (deficit)	(12,984,397)	(8,963,014)	4,381,514	3,287,397	(8,602,883)	(5,675,617)
Total net position	$ 10,401,554	$ 6,173,528	$ 12,709,319	$ 11,270,335	$ 23,110,873	$ 17,443,863

By far, the largest portion of the Village's net position reflects its investment in capital assets (e.g., land, buildings, machinery, equipment, vehicles, and infrastructure), net of depreciation and less any related outstanding debt that was used to acquire those assets ($15,037,975). The Village uses these capital assets to provide a variety of services to its citizens. Accordingly, these assets are not available for future spending. Although the Village's investment in capital assets is reported net of related debt, it should be noted that the resources used to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion ($16,675,781) of the Village's net position represents resources that are subject to external restrictions on how they may be used. Of that amount, $11,043,375 must be used for certain capital projects; $3,250,866 must be used for certain transportation-related activities; $264,601 must be used for certain law enforcement activities; and $52,649, must be used for various recreation and human services activities. The remaining balance of ($8,602,883) represents a deficit net position. This deficit net position is mainly the result of the Governmental Accounting Standards Board's requirements for reporting of the net pension liability. The Village is a member of the Florida Retirement System (FRS) and presents the Village's portion of the net pension liability for FRS on its government wide financial statements.

Changes in net position - Governmental activities and business-type activities increased the Village's net position by $5,705,347, from the previous fiscal year. The relevant revenue and expense categories and their effect on net position are summarized in the table below. The information presented in this table will be used in the subsequent discussion of governmental and business-type activities:

	Governmental Activities		Business-Type Activities		Total	
	2023	2022	2023	2022	2023	2022
Revenues:						
Program revenues:						
Charges for services	$ 1,773,396	$ 2,522,205	$ 7,834,235	$ 7,866,543	$ 9,607,631	$ 10,388,748
Operating grants and contributions	3,071,469	1,858,690	-	-	3,071,469	1,858,690
Capital grants and contributions	1,445,511	499,818	244,168	51,000	1,689,679	550,818
General revenues:						
Property taxes	8,251,135	7,327,998	-	-	8,251,135	7,327,998
Other taxes and fees	2,776,544	2,647,839	-	-	2,776,544	2,647,839
Interest income	134,546	4,122	29,640	1,977	164,186	6,099
Other general revenues	1,836,517	284,449	-	176	1,836,517	284,625
Total revenues	19,289,118	15,145,121	8,108,043	7,919,696	27,397,161	23,064,817
Expenses:						
General government	2,844,138	3,167,123	-	-	2,844,138	3,167,123
Public safety	8,352,880	6,466,389	-	-	8,352,880	6,466,389
Public works	642,273	804,346	-	-	642,273	804,346
Building, planning and zoning	753,462	859,978	-	-	753,462	859,978
Recreation and human services	688,294	520,723	-	-	688,294	520,723
Interest	421,563	352,615	-	-	421,563	352,615
Utility	-	-	7,563,731	6,697,064	7,563,731	6,697,064
Stormwater utility	-	-	425,473	593,017	425,473	593,017
Total expenses	13,702,610	12,171,174	7,989,204	7,290,081	21,691,814	19,461,255
Change in net position before transfers	5,586,508	2,973,947	118,839	629,615	5,705,347	3,603,562
Transfers between funds	(1,320,145)	(391,694)	1,320,145	391,694	-	-
Increase (decrease) in net position	4,266,363	2,582,253	1,438,984	1,021,309	5,705,347	3,603,562
Net position- beginning	6,173,528	3,591,275	11,270,335	10,249,026	17,443,863	13,840,301
Prior period adjustment	(38,337)	-	-	-	(38,337)	-
Net position- beginning, as restated	6,135,191	3,591,275	11,270,335	10,249,026	17,405,526	13,840,301
Net position- ending	$ 10,401,554	$ 6,173,528	$ 12,709,319	$ 11,270,335	$ 23,110,873	$ 17,443,863

Governmental activities - During the current fiscal year, net position for governmental activities increased $4,266,363 from the prior fiscal year. The major reason for the incline was an increase in grants and contributions in addition to increases in recurring revenues. Of the increase in revenues, $2,158,472 came from State and Federal grant contributions and should not be considered recurring revenues. The Village saw increases in expenses for public safety and recreation, with expenses in general government, public works and building, planning and zoning declining.

Business-type Activities - For the Village's business-type activities, the results for the current fiscal year are again positive; however, the change in net position before transfers was 81% less than the prior year. Of the $118,839 increase to net position before transfers, $244,168, came from State and Federal grant contributions to the Stormwater and Utility Systems and should not be considered recurring revenues.

Financial Analysis of the Governmental Funds

Governmental funds - The focus of the Village's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Village's financing requirements. In particular, unassigned fund balance may serve as a useful measure of the Village's net resources available for spending as they represent the portion of fund balance which has not yet been limited to use for a particular purpose by either an external party, the Village itself, or a group or individual that has been delegated authority to assign resources for use for particular purposes by the Village Commission.

As of the end of the current fiscal year, the Village's governmental funds reported combined ending fund balances of $24,994,812, an increase of $11,922,414 from the prior year. Approximately 32%, or $8,121,422, of the combined fund balance represents the spendable and unrestricted portion of the fund balance. Approximately $1,870,393, is assigned as a reserve. It represents 20% of the year's General Fund budgeted expenditures, as required by the Village's code. The remainder of the fund balance is either non-spendable or restricted to purposes:

1) not in spendable form, all as prepaid expenditures ($197,609)
2) restricted by external sources, law, or legislation legally restricting its use for purposes ($16,675,781)

The 20% assignment of fund balance represents a North Bay Village code requirement for a type of reserve that can only be used for non-emergency uses limited to unanticipated capital improvements and infrastructure needs and unforeseen contingent liabilities or for emergency uses including unscheduled natural disasters/emergencies, acts of God or war, and for the emergency health, safety and welfare needs of the Village. The Village Code specifies the way the funds can be appropriated and how they must be replenished or established. While the Code requires a super majority vote to enact appropriation, the underlying code can be amended by a simple majority vote.

The General Fund is the chief operating fund of the Village. By definition, it accounts for all activity not accounted for in another fund.

The American Recovery Plan Act (ARPA) Fund saw a decrease in fiscal year 2023 in unearned revenue of $1,320,145, leaving a balance as of September 30, 2023 of $2,050,160. These revenues from the U.S. Treasury are restricted for specific use and are on pace to be expended or obligated by the December 31, 2024 deadline.

The Village maintains eight additional (non-major) special revenue funds (Building Fees, Street Maintenance, Transportation, State Forfeiture, Federal Forfeiture, Children's Services, Police Improvement and Grant Administration), two debt service funds, and six Capital Project Funds (Parks Improvements, CITT Roadway Improvements, ARPA Capital Projects, General Obligation Bond Capital Projects, General Obligation Bond 2022 Parks Project and Capital Projects). The General Obligation Bond Capital Projects and General Obligation Bond 2022 Parks Project funds were major funds in fiscal year 2023, with a combined fund balance of $10,247,454. The combined fund balances for non-major funds total of $6,358,957 at fiscal year-end, of which $1,789,610 came from the Transportation fund (also sometimes called the CITT fund).

Proprietary funds - The Village's two proprietary funds (Utility fund and Stormwater Utility fund) provide the same type of information found in the government-wide financial statements, but in more detail. The net position of the proprietary funds at the end of the year amounted to $12,709,319 and included an unrestricted net position of $3,801,707 in the Utility Fund. The $780,787 increase of unrestricted net position in the Utility Fund was primarily due to transfers in from the Village's General Fund. This improved the overall proprietary unrestricted net position by $1,438,984 and increased the net investment in capital assets by $344,867.

General Fund Budgetary Highlights

General fund revenues exceeded final budgeted amounts by $4,006,074. The variances were generally across all major categories of revenues; however, the primary source of revenues more than the budgeted amounts came from contributions of $3,493,750 from community and corporate sources. Excluding debt service and capital outlay, all the departmental expenditures were under budget. After the debt service payments and capital outlay, actual expenditures were less than amounts budgeted by $219,004. During the year, the Village amended their budget to increase appropriations by $675,193, primarily to accommodate the needs of the Village's public safety departments.

Capital Assets and Debt Administration

Capital assets - The Village's capital assets, less accumulated depreciation, for its governmental and business-type activities as of September 30, 2023, amounted to $14,193,388, and $18,241,343, respectively, and consists of land, construction in progress, buildings and improvements, improvements other than buildings, vehicles, and machinery and equipment. During the year, the Village added $1,291,703 of new capital assets to its governmental activities. The Village's business-type activities added $1,591,182 of new assets, predominately related to the Village's underground utilities projects. A more detailed schedule can be found on pages 27 and 28 of the notes to the financial statements.

Long-term debt - At the end of the current fiscal, the Village has governmental activities debt outstanding of $18,436,400. Of that amount, $13,820,716 is General Obligation bond debt. The Village levies an additional voter-approved property tax rate to pay for the annual principal and interest on this debt. The Village also has a Series 2021 Note outstanding for $2,095,000 which is secured by non-ad valorem revenues. This debt was used to purchase an additional parcel of land for a new Village Hall/Police/Fire complex. The Village also has a Series 2020 Road Improvement Revenue Note of $1,220,000. Proceeds from this debt issuance is being used to fund CITT Roadway Improvements.

The Village's Utility Fund has State Revolving Fund (SRF) debt outstanding of $9,286,897. The State Revolving Fund debt is secured by the gross revenues derived yearly from the operation of the Utility Fund after payment of operating and maintenance expenses.

The Village's financial advisor has computed that the existing rate structure would be sufficient to support all issued, unissued, and anticipated debt.

Authorized but unissued debt - In 2006 and again in 2008, Village voters approved General Obligation bonds totaling $28,400,000 for various community improvements, of which $19,435,000 has been issued as of September 30, 2023. Additional bonds, if issued, would be repaid with a separate voted debt service millage rate each year the bonds are outstanding. The Village does not believe this would adversely affect its finances but does increase the local burden to property owners.

Additional information related to long-term debt can be found under Note 7 to the financial statements, found on pages 30 through 34.

Requests for Information

This financial report is designed to provide a general overview of the Village's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Village Manager, North Bay Village, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL, 33141.

BASIC FINANCIAL STATEMENTS

NORTH BAY VILLAGE, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2023

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and cash equivalents	$ 26,169,946	$ 5,801,772	$ 31,971,718
Investments	60,656	10,505	71,161
Receivables, net	644,183	985,755	1,629,938
Prepaid items	197,609	78,182	275,791
Restricted cash	1,472,191	517,209	1,989,400
Total current assets	28,544,585	7,393,423	35,938,008
Non-current assets			
Capital assets, non-depreciated	8,385,170	2,041,294	10,426,464
Capital assets, net of accumulated depreciation	5,808,218	16,200,049	22,008,267
Total capital assets	14,193,388	18,241,343	32,434,731
Total assets	42,737,973	25,634,766	68,372,739
DEFERRED OUTFLOWS OF RESOURCES			
Pension	2,299,668	376,681	2,676,349
Total deferred outflows of resources	2,299,668	376,681	2,676,349
LIABILITIES			
Accounts payable and accrued liabilities	987,452	654,190	1,641,642
Retainage payable	275	10,815	11,090
Payroll liabilities	302,694	26,088	328,782
Accrued interest payable	152,824	28,815	181,639
Unearned revenues	2,108,536	350,000	2,458,536
Customer deposits	-	517,209	517,209
Noncurrent liabilities:			
Portion due within one year:			
Compensated absences	708,000	78,300	786,300
Leases	361,408	276,743	638,151
Subscriptions	12,370	-	12,370
Claims payable	34,565	-	34,565
Notes payable	1,432,857	543,059	1,975,916
Portion due in more than one year:			
Other post-employment benefits	223,978	35,983	259,961
Net pension liability	9,211,960	1,383,968	10,595,928
Compensated absences	1,205,100	132,708	1,337,808
Leases	886,821	349,898	1,236,719
Subscriptions	40,085	-	40,085
Claims payable	311,089	-	311,089
Notes payable	15,702,859	8,743,838	24,446,697
Total liabilities	33,682,873	13,131,614	46,814,487
DEFERRED INFLOWS OF RESOURCES			
Pension	953,214	170,514	1,123,728
Total deferred inflows of resources	953,214	170,514	1,123,728
NET POSITION			
Net investment in capital assets	6,710,170	8,327,805	15,037,975
Restricted for:			
Capital projects	11,043,375	-	11,043,375
Debt service	637,378	-	637,378
Building, planning, and zoning	1,058,064	-	1,058,064
Public works	368,848	-	368,848
Transportation projects	3,250,866	-	3,250,866
Law enforcement	264,601	-	264,601
Recreation and human services	52,649	-	52,649
Unrestricted	(12,984,397)	4,381,514	(8,602,883)
Total net position	$ 10,401,554	$ 12,709,319	$ 23,110,873

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

Functions/Programs	Expenses	Program Revenue: Charges for Services	Program Revenue: Operating Grants and Contributions	Program Revenue: Capital Grants and Contributions	Net Revenue (Expense) and Changes in Net Position: Governmental Activities	Net Revenue (Expense) and Changes in Net Position: Business-Type Activities	Net Revenue (Expense) and Changes in Net Position: Total
Governmental activities							
General government	$ 2,844,138	$ 348,863	$ 2,178,471	$ -	$ (316,804)	$ -	$ (316,804)
Public safety	8,352,880	465,833	107,341	-	(7,779,706)	-	(7,779,706)
Public Works	642,273	-	633,725	1,420,145	1,411,597	-	1,411,597
Building, planning and zoning	753,462	950,150	-	-	196,688	-	196,688
Recreation and human services	688,294	8,550	151,932	25,366	(502,446)	-	(502,446)
Interest on long-term debt	421,563	-	-	-	(421,563)	-	(421,563)
Total governmental activities	$ 13,702,610	$ 1,773,396	$ 3,071,469	$ 1,445,511	(7,412,234)	-	(7,412,234)
Business-type activities							
Utility Fund	7,563,731	7,373,104	-	228,766	-	38,139	38,139
Stormwater Utility	425,473	461,131	-	15,402	-	51,060	51,060
Total business-type activities	7,989,204	7,834,235	-	244,168	-	89,199	89,199
General revenues:							
Property taxes, levied for general purposes					8,251,135	-	8,251,135
Franchise fees based on gross receipts					591,822	-	591,822
Utility taxes					754,331	-	754,331
Sales Tax					875,828	-	875,828
Intergovernmental (unrestricted)					554,563	-	554,563
Interest income					134,546	29,640	164,186
Miscellaneous					1,840,825	-	1,840,825
Transfers					(1,320,145)	1,320,145	-
Loss on disposal of capital assets					(4,308)	-	(4,308)
Total general revenues and transfers					11,678,597	1,349,785	13,028,382
Change in net position					4,266,363	1,438,984	5,705,347
Net position - beginning					6,173,528	11,270,335	17,443,863
Prior period adjustment (Note 12)					(38,337)	-	(38,337)
Net position - beginning as restated					6,135,191	11,270,335	17,405,526
Net position - ending					$ 10,401,554	$ 12,709,319	$ 23,110,873

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023

	Major funds					
	General Fund	American Recovery Plan Act (ARPA) Fund	Capital Projects GOB Fund	Capital Projects GOB 2022 Parks Project	Other Nonmajor Governmental Funds	Total Governmental Funds
ASSETS						
Cash and cash equivalents	$ 8,034,666	$ 2,059,525	$ 7,458,214	$ 3,494,968	5,122,573	$ 26,169,946
Investments	60,656	-	-	-	-	60,656
Accounts receivable	319,879	-	-	-	324,304	644,183
Due from other funds	597,279	-	-	-	-	597,279
Prepaid costs	192,858	-	-	-	4,751	197,609
Restricted cash	-	-	-	-	1,472,191	1,472,191
Total assets	$ 9,205,338	$ 2,059,525	$ 7,458,214	$ 3,494,968	$ 6,923,819	$ 29,141,864
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES						
Liabilities:						
Accounts payable and accrued liabilities	$ 470,116	$ -	$ 116,341	$ 18,468	$ 382,527	$ 987,452
Retainage payable	-	-	-	-	275	275
Accrued payroll and benefits	297,810	-	-	-	4,884	302,694
Due to other funds	-	-	-	570,919	26,360	597,279
Unearned revenue	58,376	2,050,160	-	-	-	2,108,536
Total liabilities	826,302	2,050,160	116,341	589,387	414,046	3,996,236
Deferred inflows of resources:						
Unavailable revenue	-	-	-	-	150,816	150,816
Total deferred inflows of resources	-	-	-	-	150,816	150,816
Fund balances:						
Nonspendable						
Prepaid items	192,858	-	-	-	4,751	197,609
Restricted						
Capital projects	-	-	7,341,873	2,905,581	795,921	11,043,375
Debt service	-	-	-	-	637,378	637,378
Building, planning, and zoning	-	-	-	-	1,058,064	1,058,064
Public works	-	-	-	-	368,848	368,848
Transportation projects	-	-	-	-	3,250,866	3,250,866
Law enforcement	-	-	-	-	264,601	264,601
Recreation and human services	-	-	-	-	52,649	52,649
Assigned						
Operating reserves	1,870,393	-	-	-	-	1,870,393
Unassigned	6,315,785	9,365	-	-	(74,121)	6,251,029
Total fund balances	8,379,036	9,365	7,341,873	2,905,581	6,358,957	24,994,812
Total liabilities, deferred inflows of resources and fund balances	$ 9,205,338	$ 2,059,525	$ 7,458,214	$ 3,494,968	$ 6,923,819	$ 29,141,864

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2023

Fund balances - total governmental funds (see page 12)		$ 24,994,812
Amounts reported for governmental activities in the statement of net position are different as a result of:		
Capital assets, used in governmental activities are not current financial resources and therefore are not reported in the governmental funds.		
Governmental capital assets	20,689,550	
Less accumulated depreciation	(6,496,162)	
		14,193,388
Long-term liabilities, (excluding those reported in the internal service funds) including bonds payable, are not due and payable in the current period and therefore are not reported in the funds.		
Compensated absences	(1,913,100)	
Leases	(1,248,229)	
Subscriptions	(52,455)	
Notes payable	(17,135,716)	
Claims payable	(345,654)	
Accrued interest on long term debt	(152,824)	
Net pension activity:		
Net pension liability	(9,211,960)	
Deferred outflows of resources	2,299,668	
Deferred inflows of resources	(953,214)	
Other Postemployment Benefits Obligation (OPEB) activity:		
OPEB liability	(223,978)	
		(28,937,462)
Revenue collected outside of the period of availability is not available to pay for current period expenditures and therefore, is a deferred inflow in the funds.		150,816
Net position of governmental activities (see page 10)		$ 10,401,554

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Major Funds					
	General Fund	American Recovery Plan Act (ARPA) Fund	Capital Projects GOB Fund	Capital Projects GOB 2022 Parks Project	Other Nonmajor Governmental Funds	Total Governmental Funds
REVENUES						
Taxes	$ 8,007,803	$ -	$ -	$ -	$ 1,502,251	$ 9,510,054
Grants	-	-	-	-	82,816	82,816
Licenses and permits	56,248	-	-	-	756,402	812,650
Franchise fees	574,865	-	-	-	-	574,865
Intergovernmental revenue	1,356,578	1,320,145	-	-	375,055	3,051,778
Charges for services	369,486	-	-	-	5,803	375,289
Fines and forfeitures	476,836	-	-	-	26,285	503,121
Interest income	28,757	9,365	16,238	38,948	41,238	134,546
Other	3,788,838	-	-	-	316,305	4,105,143
Total revenues	14,659,411	1,329,510	16,238	38,948	3,106,155	19,150,262
EXPENDITURES						
Current:						
General government	2,195,304	-	-	-	533	2,195,837
Public safety	6,607,282	-	-	-	204,691	6,811,973
Public Works	-	-	-	-	397,161	397,161
Building, planning and zoning	-	-	-	-	751,663	751,663
Recreation and human services	379,336	-	-	-	155,009	534,345
Debt Service:						
Principal	459,075	-	-	325,000	645,898	1,429,973
Interest and other charges	101,302	-	51,001	82,433	148,942	383,678
Capital outlay	333,761	-	348,315	31,185	617,692	1,330,953
Total expenditures	10,076,060	-	399,316	438,618	2,921,589	13,835,583
Excess (deficiency) of revenues over (under) expenditures	4,583,351	1,329,510	(383,078)	(399,670)	184,566	5,314,679
OTHER FINANCING SOURCES (USES)						
Proceeds from sale of capital assets	5,325	-	-	-	39,150	44,475
Proceeds from long-term debt, net	-	-	7,500,000	-	-	7,500,000
Lease proceeds	240,441	-	-	-	-	240,441
Issuance of debt - subscriptions	-	-	-	-	66,865	66,865
Transfers in	-	-	183,769	-	962,796	1,146,565
Transfers out	(599,762)	(260,218)	-	(150,769)	(1,455,961)	(2,466,710)
Total other financing sources (uses)	(353,996)	(260,218)	7,683,769	(150,769)	(387,150)	6,531,636
Net change in fund balances	4,229,355	1,069,292	7,300,691	(550,439)	(202,584)	11,846,315
Fund balances - beginning	4,149,681	(1,059,927)	(34,917)	3,456,020	6,561,541	13,072,398
Prior period adjustment (See Note 12)	-	-	76,099	-	-	76,099
Fund balances - beginning as restated	4,149,681	(1,059,927)	41,182	3,456,020	6,561,541	13,148,497
Fund balances - ending	$ 8,379,036	$ 9,365	$ 7,341,873	$ 2,905,581	$ 6,358,957	$ 24,994,812

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES
EXPENDITURES, AND CHANGES IN FUND BALANCE OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

Net change in fund balances - total government funds (see page 14)		$ 11,846,315
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures while the Statement of Activities reports depreciation expense on capital assets. This is the amount by which capital outlays exceeded depreciation in the current period. The details of the difference (excluding the internal service fund) are as follows:		
Expenditures for capital outlay	1,330,953	
Capital outlays not meeting threshold for capitalization	(39,250)	
Less current year depreciation	(908,816)	
Net adjustment		382,887
Disposal of lease		(4,308)
The issuance of long-term debt provides current financial resources to governmental funds. Repayment of the principal consumes current financial resources of governmental funds. Neither transaction, however, has any effect on net position. The details of the difference (excluding the internal service fund) are as follows:		
Issuance of debt	(7,500,000)	
Issuance of debt - leases	(240,441)	
Issuance of debt - subscriptions	(66,865)	
Principal payments:		
Notes payable	1,047,857	
Lease liability	367,700	
Subscription liability	14,410	
		(6,377,339)
Under the modified accrual basis of accounting used in the governmental funds, revenues are not recognized until funds are measurable and available to finance current expenditures. In the statement of activities, however, which is presented on the accrual basis, revenues are reported when earned.		98,689
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		
Change in:		
Compensated absences	(438,192)	
Accrued interest	(88,880)	
Net pension activity:		
Net pension liability	(1,246,230)	
Deferred outflow of resources	(277,229)	
Deferred inflow of resources	386,178	
Other Postemployment Benefits Obligation (OPEB) activity:		
OPEB liability	(15,528)	
		(1,679,881)
Change in net position of governmental activities (see page 11)		$ 4,266,363

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2023

	Business-Type Activities Enterprise Funds		
	Major Fund	Nonmajor Fund	
	Utility Fund	Stormwater Utility Fund	Total
ASSETS			
Current assets:			
Cash and cash equivalents	$ 4,897,666	$ 904,106	$ 5,801,772
Investments	10,505	-	10,505
Accounts receivable	926,872	58,883	985,755
Prepaid costs	76,639	1,543	78,182
Restricted cash	517,209	-	517,209
Total current assets	6,428,891	964,532	7,393,423
Non-current assets:			
Capital assets:			
Capital assets not being depreciated	1,501,034	540,260	2,041,294
Capital assets being depreciated, net	15,666,544	533,505	16,200,049
Total non-current assets	17,167,578	1,073,765	18,241,343
Total assets	23,596,469	2,038,297	25,634,766
DEFERRED OUTLOWS OF RESOURCES			
Pension	376,681	-	376,681
Total deferred outflows of resources	376,681	-	376,681
LIABILITIES			
Current liabilities:			
Accounts payable and accrued liabilities	620,465	33,725	654,190
Retainage payable	10,815	-	10,815
Accrued payroll and benefits	25,088	1,000	26,088
Accrued interest payable	28,815	-	28,815
Unearned revenue	-	350,000	350,000
Payable from restricted assets:			
Customer deposits	517,209	-	517,209
Total current liabilities	1,202,392	384,725	1,587,117
Non-current liabilities:			
Portion due within one year:			
Compensated absences	78,300	-	78,300
Leases	276,743	-	276,743
Note payable	543,059	-	543,059
Portion due in more than one year:			
Other post-employment benefits	35,983	-	35,983
Net pension liability	1,383,968	-	1,383,968
Compensated absences	132,708	-	132,708
Leases	349,898	-	349,898
Note payable	8,743,838	-	8,743,838
Total non-current liabilities	11,544,497	-	11,544,497
Total liabilities	12,746,889	384,725	13,131,614
DEFERRED INFLOWS OF RESOURCES			
Pension	170,514	-	170,514
Total deferred inflows of resources	170,514	-	170,514
NET POSITION			
Net investment in capital assets	7,254,040	1,073,765	8,327,805
Unrestricted	3,801,707	579,807	4,381,514
Total net position	$ 11,055,747	$ 1,653,572	$ 12,709,319

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Business-Type Activities Enterprise Funds		
	Major Fund	Nonmajor Fund	
	Utility Fund	Stormwater Utility Fund	Total
REVENUES			
Sanitation charges	$ 1,783,348	$ -	$ 1,783,348
Sewer charges	3,084,784	-	3,084,784
Metered water charges	2,504,972	-	2,504,972
Stormwater user fees	-	461,131	461,131
Total operating revenues	7,373,104	461,131	7,834,235
OPERATING EXPENSES			
Payroll and related expenses	3,071,243	104,898	3,176,141
Sewage disposal fees	1,290,314	-	1,290,314
Materials, supplies, repairs, and other	1,010,770	18,303	1,029,073
Water purchases	676,115	-	676,115
Solid waste disposal and recycling services	527,232	-	527,232
Depreciation	855,572	302,272	1,157,844
Total operating expenses	7,431,246	425,473	7,856,719
Operating income	(58,142)	35,658	(22,484)
NON-OPERATING REVENUES (EXPENSES)			
Interest income	21,972	3,268	25,240
Interest expense	(132,485)	-	(132,485)
Miscellaneous income	-	4,400	4,400
Total non-operating revenues (expenses)	(110,513)	7,668	(102,845)
Income before contributions and transfers	(168,655)	43,326	(125,329)
Grants and contributions	228,766	15,402	244,168
Transfers in	1,262,125	58,020	1,320,145
Total transfers and contributions	1,490,891	73,422	1,564,313
Change in net position	1,322,236	116,748	1,438,984
Total net position - beginning	9,733,511	1,536,824	11,270,335
Total net position - ending	$ 11,055,747	$ 1,653,572	$ 12,709,319

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Business-Type Activities Enterprise Funds		
	Major Fund	Nonmajor Fund	
	Utility Fund	Stormwater Utility Fund	Total
Cash flows from operating activities:			
Cash received from customers and users	$ 7,215,993	$ 425,098	$ 7,641,091
Cash payments to suppliers	(3,643,766)	(12,144)	(3,655,910)
Cash payments to employees	(2,949,017)	(104,956)	(3,053,973)
Net cash provided by operating activities	623,210	307,998	931,208
Cash flows from non-capital financing activities:			
Grants and contributions	228,766	15,402	244,168
Transfers from other funds	1,262,125	58,020	1,320,145
Net cash provided by non-capital financing activities	1,490,891	73,422	1,564,313
Cash flows from capital related financing activities:			
Acquisition and construction of capital assets	(1,485,492)	(105,690)	(1,591,182)
Principal paid on revolving state loans	(724,530)	-	(724,530)
Interest and other charges	(129,696)	-	(129,696)
Net cash used in capital and related financing activities	(2,339,718)	(105,690)	(2,445,408)
Cash flows from investing activities:			
Investment income	21,972	4,400	26,372
Net cash provided by investing activities	21,972	4,400	26,372
Net increase (decrease) in cash and investments	(203,645)	280,130	76,485
Cash and investments, beginning	5,629,025	620,708	6,249,733
Cash and investments, ending	$ 5,425,380	$ 900,838	$ 6,326,218
Reported in statement of net position as follows:			
Cash and cash equivalents	$ 4,897,666	$ 904,106	$ 5,801,772
Investments	10,505	-	10,505
Restricted			
Customer deposits	517,209	-	517,209
	$ 5,425,380	$ 904,106	$ 6,329,486
Reconciliation of operating income to net cash provided by operating activities:			
Operating income (loss)	$ (58,142)	$ 35,658	$ (22,484)
Adjustments to reconcile operating income to net cash provided by operating activities:			
Depreciation	855,572	302,272	1,157,844
Change in assets and liabilities:			
(Increase) decrease in:			
Accounts receivable	(168,888)	(36,033)	(204,921)
Prepaid expenses	(9,957)	(64)	(10,021)
Deferred outflows of resources pension	28,942	-	28,942
Increase (decrease) in:			
Accounts payable and accrued liabilities	(140,193)	6,223	(133,970)
Retainage payable	10,815	-	10,815
Payroll liabilities	7,364	(58)	7,306
Compensated Absences	(7,049)	-	(7,049)
Customer deposits	11,777	-	11,777
Net pension liability	130,104	-	130,104
Net OPEB liability	3,181	-	3,181
Deferred inflows of resources pension	(40,316)	-	(40,316)
Total adjustments	681,352	272,340	953,692
Net cash provided by operating activities	$ 623,210	$ 307,998	$ 931,208

See notes to basic financial statements.

NOTES TO BASIC FINANCIAL STATEMENTS

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

North Bay Village, Florida (the "Village") was incorporated in 1945 as a municipality under the laws of the State of Florida Statute 234-27. The Village operates under the Commission-Manager form of government, with the legislative function vested in a five-member Village Commission. The Village provides the following services as authorized by its charter: general government, public safety, water and sewer, sanitation, public works, planning and zoning, building inspection, code enforcement, health and social services, culture and recreation.

The financial statements of the Village have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP") as applicable to state and local governments. The Governmental Accounting Standards Board ("GASB") is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

Significant accounting and reporting policies and practices of the Village are described below.

A. Financial Reporting Entity

In accordance with GASB pronouncements, the Village's financial statements include all funds, departments, agencies, boards, and other organizations over which Village officials are considered to be financially accountable.

Financial accountability includes such aspects as appointment of a component unit's governing body members, budget review, approval of property tax levies, outstanding debt secured by the full faith credit of the Village or its revenue stream, and responsibility for funding deficits.

In evaluating how to define the government, for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth by the GASB. Based upon the application of these criteria, the Village has no funds, agencies, boards, commissions or authorities considered to be potential component units.

B. Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide (based on the Village as a whole) and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all activities of the Village. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for services.

The government-wide statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those expenses that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Interfund services provided and used are not eliminated in the process of consolidation. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Separate fund financial statements are provided for governmental funds and proprietary funds. The focus of fund financial statements is on major funds. Major governmental and proprietary funds are reported as separate columns in the fund financial statements. All remaining governmental funds are aggregated and reported as nonmajor funds.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide focus is more on the sustainability of the Village as an entity and the change in aggregate financial position resulting from the activities of the fiscal period. The focus of the fund financial statements is on the major individual funds of the governmental and business-type categories. Each presentation provides valuable information that can be analyzed and compared to enhance the usefulness of the information.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year when an enforceable lien exists and when levied for. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Village considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financial sources.

Property taxes when levied for, franchise fees, utility taxes, charges for services, impact fees, intergovernmental revenues when eligibility requirements are met and interest associated with the current fiscal period are all considered to be measurable and have been recognized as revenues of the current fiscal period, if available. All other revenue items such as fines and forfeitures and licenses and permits are considered to be measurable and available only when cash is received by the Village.

The proprietary funds are reported using the economic resources measurement focus and the accrual basis of accounting for reporting its assets and liabilities. Proprietary fund-type operating statements present increases (e.g., revenues) and decreases (e.g., expenses) in net total position. Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the proprietary fund are charges to customers for sales and services. Operating expenses for proprietary funds include the costs of sales and service, administrative expenses and depreciation on capital assets. All revenues and expenses that do not meet this definition are reported as non-operating revenues or expenses.

The Village reports the following major governmental funds:

General Fund – This fund is the principal operating fund of the Village. It accounts for all financial resources of the general government except those accounted for in another fund.

American Recovery Plan Act (ARPA) Fund – This fund is used to account for restricted revenues and expenditures for capital projects associated with funds received from ARPA.

Capital Projects GOB Fund – This fund is used to account for the revenues and expenditures for capital projects related to voter approved General Obligation Bond debt.

Capital Projects GOB 2022 Parks Project Fund – This fund is used to account for the revenues and expenditures for capital projects related to voter approved General Obligation Bond debt.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The Village reports one major proprietary fund:

Utility Fund – This fund is used to account for the Village's water, sewer and sanitation utility system, which is financed and operated in a manner similar to private business enterprises. The intent of the Village is that the costs (expenses including depreciation) of providing services to the general public on a continuing basis be financed or recovered primarily through user charges.

D. Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position or Equity

1. Deposits and Investments – The Village's cash and cash equivalents are considered to be cash and short-term investments with original maturities of three months or less when purchased. Deposits include cash on hand and interest-bearing checking accounts.

   Village administration is authorized to invest in those instruments authorized by the Florida Statutes. Investments include the Local Government Surplus Funds Trust Fund. Investment in the Local Government Surplus Funds Trust Fund administered by the State Board of Administration is reported at the fair value of its position in the pool, which is the same as the value of the pool shares.

2. Interfund transactions – As the Village does not have any lending/borrowing arrangements between funds, all outstanding balances between funds are reported as "due to/from other funds". All amounts receivable from or payable to other funds are to be settled with expendable, available financial resources. Transactions which are recurring annual transfers between two or more funds are recorded as transfers in and out. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

3. Receivables – Receivables include amounts due from other governments and others for services provided by the Village. Receivables, including special assessments, are recorded when the related service is provided. Allowances for uncollectible receivables are based upon historical trends and the periodic aging of receivables.

4. Allowance for doubtful accounts – The Village considers all amounts receivable in the governmental funds to be fully collectible; consequently, no allowance for doubtful accounts was estimated. An allowance of $15,000 was deemed necessary for the proprietary funds. This amount is primarily past due customer accounts and related penalties due as of September 30, 2023.

5. Restricted assets – Proceeds from impact fees, CITT surtax and 2nd local option gas taxes are classified as restricted in various special revenue funds since these resources are specifically earmarked for restricted purposes including law enforcement, transportation and recreational eligible items.

6. Restricted cash – The Village reports amounts paid by customers for water and sewer deposits as restricted cash.

7. Prepaid items – Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. These costs are accounted for under the consumption method.

8. Capital assets – Capital assets, which include land, construction in progress, buildings and improvements, improvements other than buildings, machinery and equipment, vehicles, and infrastructure assets (e.g., sidewalks and other similar items grouped within buildings and improvements other than buildings), are reported in the applicable governmental or business-type activities column in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than $5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position or Equity (Continued)

8. Capital assets (Continued)

Capital assets of the Village are depreciated using the straight-line method over the following estimated useful lives:

	Years
Improvements other than building	5-40
Buildings and improvements	5-30
Vehicles	3-5
Machinery and equipment	3-10
Equipment and vehicles	3-5
Street improvements	30

9. Deferred outflows/deferred inflows of resources - In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The Village has one item presented as a deferred outflow of resources associated with the pension plan that qualifies for reporting in this category and is discussed in further detail in Note 8.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Village has one item, deferred inflows relating to pensions plans, that qualifies for reporting in this category and is discussed in further detail in Note 8.

10. Compensated absences – Village employees are granted vacation, sick and compensatory leave in varying amounts based on length of service. Upon separation in good standing, employees receive full reimbursement for accumulated vacation and compensatory hours, as well as reimbursement for sick hours if the required length of service is met. All vacation pay is accrued when incurred in the government-wide and proprietary funds and reported as a liability. The current portion of this obligation is estimated based on historical trends. A liability for these amounts is recorded in the governmental funds only if the liability has matured as a result of employee resignation or retirements.

11. Long-Term Obligations – In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or propriety fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium and discounts.

In the fund financial statements, governmental fund types recognize bond premiums and discounts during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Payments of principal and interest are reported as debt service expenditures.

12. Leases (Right-of-use Assets) – The leases (right-of-use assets) are initially measured at an amount equal to the initial measurement of the related lease liability plus any lease payments made prior to the lease term, less lease incentives, and plus ancillary charges necessary to place the lease into service. The leases (right-of-use assets) are amortized on a straight-line basis over the life of the related lease.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position or Equity (Continued)

13. Net Position – Net position is the result of assets and deferred outflows of resources less liabilities and deferred inflows of resources. The net position of the government-wide and proprietary funds are categorized into three components:

    Net investment in capital assets – this category consists of capital assets, reduced by accumulated depreciation and any outstanding debt incurred to acquire, construct or improve those assets excluding unexpended bond proceeds.

    Restricted net position – this category consists of all net position that has been restricted for general use by external parties (creditors, grantors, contributors, or laws or regulations of other governments) or imposed by law through constitutional provisions or enabling legislation.

    Unrestricted net position – consists of the net position not meeting the definition of either of the other two components.

    Restricted consists of net position with constraints placed on their use by external parties (creditors, grantors, contributors, or laws and regulations of other governments) or imposed by law through constitutional provisions or enabling legislation. Unrestricted indicates that portion of net position that is available to fund future operations.

    Sometimes the government will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied.

    It is the Village's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

14. Fund Balance – As of September 30, 2023, fund balances of the governmental fund financial statements are classified as follows:

    Nonspendable – This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact. "Not in spendable form" includes items that are not expected to be converted to cash (such as inventories and prepaid amounts) and items such as long-term amount of loans and notes receivable, as well as property acquired for resale.

    Restricted – This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation.

    Committed – This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the Village Commission. Commitments may be established, modified, or rescinded only through ordinances approved by the Village Commission.

    Assigned – This classification includes amounts that are constrained by the Village's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the Commission or through the Commission delegating this responsibility to Village management. In addition, amounts deemed by a Village Ordinance as a minimum General Fund balance requirement is included in this category. Section 35.22 of the Village Code of Ordinances assigns an operating reserve of 20% of the current fiscal year original budget. This amount has been classified as assigned operating reserves in the accompanying financial statements.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position or Equity (Continued)

14. Fund Balance (Continued)

    Unassigned - This classification includes the residual fund balance for the General Fund. The General Fund is the only fund that reports a positive unassigned fund balance amount. In other governmental funds it is not appropriate to report a positive unassigned fund balance amount. However, in governmental funds other than the General Fund, if expenditures incurred for specific purposes exceeds the amounts that are restricted, committed, or assigned to those purposes, it may be necessary to report a negative unassigned fund balance in that fund.

    Sometimes the Village will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the Village's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

15. Net position policy – The Village has adopted a Net Position Policy for the Enterprise Funds. This policy lists the criteria to be used in evaluating net position requirements, and establishes a minimum target balance for the unrestricted category of net position. In addition, the policy establishes a process in reaching and maintaining the targeted level of unrestricted net position, the condition under which the targeted balance may be spent and the required replenishment of balances.

16. Use of estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Although these estimates are based on management's knowledge of current events and actions, actual results may ultimately differ from those estimates.

17. Implementation of New Accounting Standards – The City adopted the provisions of GASB Statement No. 96, *Subscription-Based Information Technology Arrangements* (SBITAs). The objective of this Statement is to better meet the information needs of financial statement users by establishing uniform accounting and financial reporting requirements for SBITAs, improving the comparability of financial statements among governments that have entered into SBITAs, and enhancing the understandability, reliability, relevance, and consistency of information about SBITAs. These effect of the changes incorporated in the Village's 2023 financial statements are described in Note 7.

NOTE 2 – PROPERTY TAXES

Under Florida Law, the assessment of all properties and the collection of all county, municipal and school board property taxes are consolidated in the offices of the County Property Appraiser and County Tax Collector. The laws of the State regulating tax assessments are also designed to assure a consistent property valuation method statewide. State statutes permit municipalities to levy property taxes at a rate of up to 10.0 mills ($10 per $1,000 of assessed taxable valuation). The tax rate to finance general governmental services for the fiscal year ended September 30, 2023 was 5.7159 mills. The tax rate to finance debt services for the fiscal year ended September 30, 2023, was 1.2119 mills.

NOTE 2 – PROPERTY TAXES (CONTINUED)

The tax levy of the Village is established by the Village Commission prior to October 1 each year, and the County Property Appraiser incorporates the millage into the total tax levy, which includes Miami-Dade County, Miami-Dade County School Board and various special taxing districts. All property is reassessed according to its fair market value as of January 1 each year, at which time taxes become an enforceable lien on property. Each assessment roll is submitted to the Executive Director of the State Department of Revenue for review to determine if the roll meets all of the appropriate requirements of State statutes. State of Florida Amendment #10 to the Florida Constitution known as "Save our Homes" limits assessment increases on homestead property to the lesser of 3% or the Consumer Price Index.

All real and tangible personal property taxes are due and payable on November 1 each year or as soon as practicable thereafter as the assessment roll is certified by the County Property Appraiser. Miami-Dade County mails to each property owner on the assessment roll a notice of the taxes due and Miami-Dade County also collects the taxes for the Village. Taxes may be paid upon receipt of such notice from Miami-Dade County, with discounts at the rate of four percent (4%) if paid in the month of November, three percent (3%) if paid in the month of December, two percent (2%) if paid in the month of January and one percent (1%) if paid in the month of February. Taxes paid during the month of March are without discount, and all unpaid taxes on real and tangible personal property become delinquent and liens are placed on April 1 of the year following the year in which taxes were assessed. Procedures for the collection of delinquent taxes by Miami-Dade County are provided for in the laws of Florida. State law provides for enforcement of collection of personal property taxes by seizure of the property, by the sale of the property, or by the sale of interest-bearing tax certificates to satisfy unpaid property taxes. The procedures result in the collection of essentially all taxes prior to July 31 of the year following the year of assessment.

NOTE 3 – DEPOSITS AND INVESTMENTS

Deposits

In addition to insurance provided by the Federal Depository Insurance Corporation, all deposits which consist of cash on hand and interest bearing checking accounts are held in banking institutions approved by the State Treasurer of the State of Florida to hold public funds. Under Florida Statutes Chapter 280, Florida Security for Public Deposits Act, the State Treasurer requires all Florida qualified public depositories to deposit with the Treasurer or another banking institution eligible collateral. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses. Therefore, all amounts presented as deposits are insured or collateralized.

Investments

As required by Florida Statutes, the Village has adopted an investment policy designating the investments which are allowable. The authorized investments include direct obligations of the United States Treasury, its Agencies or Instrumentalities, fully insured or collateralized certificates of deposit, Securities and Exchange Commission ("SEC") registered money market funds, repurchase agreements secured by direct obligations of the United States Government, its Agencies or instrumentalities, and the Local Government Surplus Funds Trust Fund. The investments follow the investment rules defined in Florida Statutes Chapter 215. The investment policy defined in the statutes attempts to promote, through state assistance, the maximization of net interest earnings on invested surplus funds of local units of governments while limiting the risk to which the funds are exposed.

The Village invests surplus funds in an external investment pool, the Local Government Surplus Funds Trust Fund ("Florida PRIME"). Florida PRIME is administered by the Florida State Board of Administration ("SBA"), who provides regulatory oversight. The Florida PRIME investment is exempt from Fair Value Measurement and Application disclosures.

The Florida PRIME has adopted operating procedures consistent with the requirement for a 2a7-like fund. The Village's investment in the Florida PRIME is reported at amortized cost. The fair value of the position in the pool is equal to the value of the pool shares. As of September 30, 2023, the Village's fair value of its investment in Florida PRIME was $71,161.

NOTE 3 – DEPOSITS AND INVESTMENTS (CONTINUED)

Interest rate risk

The Village has an investment policy of structuring investment portfolios to meet cash requirements and diversifying maturities and staggering purchase dates to minimize the impact of market movements over time. The weighted average maturity (WAM) of the securities held in Florida PRIME is 35 days. The weighted average life (WAL) of Florida PRIME is 75 days.

Credit risk

The Village's investment policy limits investments to the safest types of issuers. The Florida PRIME is rated AAAm by Standard and Poor's.

Concentration of credit risk

The Village's investment Policy does not stipulate any limit on the percentage that can be invested in any one issuer. GASB Statement No. 40 requires disclosure when the percent is 5% or more in any one issuer. as of September 30, 2023, the value of each position held in the Village's portfolio comprised of less than 5% of the village's investment assets.

NOTE 4 – RECEIVABLES AND PAYABLES

As of September 30, 2023, receivables for the Village's individual major and nonmajor funds, in the aggregate including applicable allowances for uncollectible accounts, are as follows:

	General Fund	Non-major Funds	Utilities Fund	Non-major Stormwater Utility Fund	Total
Customers billed	$ -	$ -	$ 713,106	$ 43,481	$ 756,587
Franchise fees and utility taxes	194,074	-	-	-	194,074
Intergovernmental	110,977	324,304	228,766	15,402	679,449
Other receivables	14,828	-	-	-	14,828
Allowance for doubtful accounts	-	-	(15,000)	-	(15,000)
	$ 319,879	$ 324,304	$ 926,872	$ 58,883	$ 1,629,938

As of September 30, 2023, accounts payable and accrued liabilities for the Village's individual major and non-major funds are as follows:

	General Fund	Capital Projects GOB Fund	Capital Projects GOB 2022 Parks Project	Non-major Governmenal Funds	Utility Fund	Non-major Stormwater Utility Fund	Total
Vendors	$ 470,116	$ 116,341	$ 18,468	$ 382,527	$ 620,465	$ 33,725	$ 1,641,642
Retainage Payable	-	-	-	275	10,815	-	11,090
	$ 470,116	$ 116,341	$ 18,468	$ 382,802	$ 631,280	$ 33,725	$ 1,652,732

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2023 was as follows:

	Beginning Balance*	Increases	Decreases	Ending Balance
Governmental activities:				
Capital assets, not being depreciated nor amortized:				
Land	$ 7,433,633	$ -	$ -	$ 7,433,633
Construction in progress	348,178	603,359	-	951,537
Total capital assets, not being depreciated nor amortized	7,781,811	603,359	-	8,385,170
Capital assets, being depreciated and amortized:				
Buildings and improvements	5,564,787	250,034	2,760	5,812,061
Street improvements	2,496,170	36,868	-	2,533,038
Vehicles	913,880	94,136	313,870	694,146
Machinery and equipment	1,086,645	-	541,122	545,523
Vehicles - leased	1,164,557	240,441	-	1,404,998
Buildings - leased	1,206,540	-	-	1,206,540
Machinery and equipment - leased	41,209	-	-	41,209
Subscriptions	-	66,865	-	66,865
Total capital assets, being depreciated and amortized	12,473,788	688,344	857,752	12,304,380
Less accumulated depreciation and amortization for:				
Buildings and improvements	2,768,841	373,786	2,760	3,139,867
Street improvements	826,011	80,816	-	906,827
Vehicles	776,315	39,250	313,870	501,695
Machinery and equipment	1,003,695	24,737	536,814	491,618
Vehicles - leased	850,396	161,323	-	1,011,719
Buildings - leased	201,090	201,090	-	402,180
Machinery and equipment - leased	14,442	14,442	-	28,884
Subscriptions	-	13,372	-	13,372
Total accumulated depreciation and amortization	6,440,790	908,816	853,444	6,496,162
Total capital assets, being depreciated and amoritized, net	6,032,998	(220,472)	4,308	5,808,218
Governmental activities capital assets, net	$ 13,814,809	$ 382,887	$ 4,308	$ 14,193,388

NOTE 5 – CAPITAL ASSETS (CONTINUED)

	Beginning Balance	Increases	Decreases	Ending Balance
Business-type activities:				
Capital assets, not being depreciated nor amortized:				
Construction in progress	$ 673,480	$ 1,367,814	$ -	$ 2,041,294
Total capital assets, not being depreciated nor amortized	673,480	1,367,814	-	2,041,294
Capital assets, being depreciated and amortized:				
Improvements other than buildings	25,270,344	214,581	15,058	25,469,867
Equipment and vehicles	679,200	8,787	-	687,987
Buildings - leased	674,138	-	-	674,138
Equipment and vehicles - leased	592,900	-	-	592,900
Total capital assets, being depreciated and amortized	27,216,582	223,368	15,058	27,424,892
Less accumulated depreciation and amortization for:				
Improvements other than buildings	8,895,489	948,889	15,058	9,829,320
Equipment and vehicles	641,743	12,896	-	654,639
Buildings - leased	112,356	112,356	-	224,712
Equipment and vehicles - leased	432,469	83,703	-	516,172
Total accumulated depreciation and amortization	10,082,057	1,157,844	15,058	11,224,843
Total capital assets, being depreciated and amoritized, net	17,134,525	(934,476)	-	16,200,049
Business-type activities capital assets, net	$ 17,808,005	$ 433,338	$ -	$ 18,241,343

Depreciation expense for the fiscal year ended September 30, 2023 was charged to functions/programs as follows:

Governmental Activities:	
General government	$ 335,609
Public safety	227,857
Public works	221,292
Recreation and human services	123,656
Building, planning and zoning	402
Total depreciation expense - governmental activities	$ 908,816
Business-Type Activities:	
Water and sewer systems	$ 855,572
Stormwater utility	302,272
Total depreciation expense - business-type activities	$ 1,157,844

NOTE 6 – INTERFUND BALANCES AND TRANSFERS

Interfund balances result from the time lag between the dates (1) Interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments are actually made between funds.

Interfund receivables and payables for the year ended September 30, 2023 are summarized as follows:

	Due From/To	
	Due From	Due To
General Fund	$ 597,279	$ -
Capital Projects GOB 2022 Parks Project	-	570,919
Non-major Governmental Funds	-	26,360
	$ 597,279	$ 597,279

Interfund transfers for the year ended September 30, 2023 are summarized as follows:

	Interfund Transfers	
	Transfers In	Transfers Out
General Fund	$ -	$ 599,762
American Recovery Plan Act (ARPA) Fun	-	260,218
Capital Projects GOB Fund	183,769	-
Capital Projects GOB 2022 Parks Project	-	150,769
Non-major Governmental Funds	962,796	1,455,961
Utility Fund	1,262,125	-
Stormwater Utility Fund	58,020	-
	$ 2,466,710	$ 2,466,710

The transfer out of the General Fund to the nonmajor governmental funds was to fund the Children Services Fund for additional expenditures that the Children's Trust grant does not pay for, to fund the Transportation Fund for a local effort the Village must make to continue to receive Miami Dade CITT revenue, to the Street Maintenance Fund for sidewalk improvements, and to the Capital Projects GOB Fund for City hall project. The transfer out from the American Recovery Plan Act Fund was to fund future capital projects for stormwater and infrastructure improvements throughout the Village. The transfer out from the Non-major Governmental Funds was to fund future capital projects for stormwater and infrastructure improvements throughout the Village and debt service requirements. The transfer out from the Capital Projects GOB 2022 Parks Project was to fund previous capital projects for parks covered by the Capital Projects GOB Fund.

NOTE 7 – LONG-TERM DEBT

The following is a summary of changes in long-term liabilities of the Village for the fiscal year ended September 30, 2023.

	October 1, 2022*	Additions	Reductions	September 30, 2023	Due Within One Year
Governmental Activities					
General Obligation Note, Series 2010	$ 1,028,573	$ -	$ 102,857	$ 925,716	$ 102,857
General Obligation Refunding Note, Series 2010	2,590,000	-	395,000	2,195,000	410,000
Road Improvement Revenue Note, Series 2020	1,315,000	-	95,000	1,220,000	95,000
Refinancing Capital Asset Acquisition Taxable Note, Series 2021	2,225,000	-	130,000	2,095,000	135,000
General Obligation Note, Series 2022	3,525,000	-	325,000	3,200,000	320,000
General Obligation Note, Series 2023	-	7,500,000	-	7,500,000	370,000
Leases	1,375,488	240,441	367,700	1,248,229	361,408
Subscriptions	-	66,865	14,410	52,455	12,370
Claim payable	345,654	-	-	345,654	34,565
Compensated Absences	1,474,908	1,711,981	1,273,789	1,913,100	708,000
Net Pension Liability	7,965,730	1,246,230	-	9,211,960	-
OPEB liability	208,450	15,528	-	223,978	-
Total Governmental Activities long term liabilities	$22,053,803	$10,781,045	$ 2,703,756	$30,131,092	$ 2,549,200
Business Type Activities					
Revolving state loans	$ 9,825,067	$ -	$ 538,170	$ 9,286,897	$ 543,059
Net pension liability	1,253,864	130,104	-	1,383,968	-
Leases	813,001	-	186,360	626,641	276,743
Compensated absences	218,057	78,320	85,369	211,008	78,300
OPEB liability	32,802	3,181	-	35,983	-
Total Business Type Activities long term liabilities	$12,142,791	$ 211,605	$ 809,899	$11,544,497	$ 898,102

*Beginning balances restated, refer to Note 12

For governmental activities, compensated absences, net pension liability and total OPEB liability are generally liquidated by the General Fund. The Village does not currently have unused lines of credit in its governmental activities.

Governmental activities

During the fiscal year ended September 30, 2010, the Village borrowed $2,160,000 relating to a General Obligation Note, Series 2010, for the purpose of financing all or a part of the costs of (i) the creation and improvement of parks and recreational opportunities, (ii) the construction of a Public Safety and Village Hall complex, (iii) landscaping and aesthetic improvements to the John F. Kennedy Causeway, and (iv) related capital costs. The note is secured by the proceeds of ad valorem taxes levied on all taxable property in the Village. The note bears interest of 3.80% and is payable semi-annually while principal of $102,857 is payable annually on December 1 of each year through the maturity date of December 1, 2031. The outstanding principal balance as of September 30, 2023, is $925,716. The note contains a provision that in an event of default, the bank may declare all obligations of the Village to be immediately due and payable including accrued interest.

During the fiscal year ended September 30, 2011, the Village refinanced a $6,250,000 General Obligation Note with the proceeds of a $6,325,000 General Obligation Refunding Note. The proceeds were used to legally defease the original note and to pay costs of the refinancing. The note bears interest at 3.51% and is payable semi-annually while principal is payable annually on June 1 of each year through the maturity date of June 1, 2028. The outstanding principal balance as of September 30, 2023, is $2,195,000. The note contains a provision that in an event of default, the bank may declare all obligations of the Village to be immediately due and payable, including accrued interest.

NOTE 7 – LONG-TERM DEBT (CONTINUED)

During the fiscal year ended September 30, 2020, the Village borrowed $1,500,000 relating to a Road Improvement Revenue Note, Series 2020, for the purpose of financing the costs of improvements to the Village's roadways and paying costs of issuance of the note. The note bears interest of 1.221% and is payable semiannually while principal ranging from $90,000 to $110,000 is payable annually on July 1 of each year through July 1, 2035, when the remaining balance of $1,500,000 is due. The note is secured by all non-ad valorem revenues which are legally available to make debt payments when due. The outstanding principal balance as of September 30, 2023 is $1,220,000. If an event of default occurs, the interest rate shall be the then current interest rate on the Note at the time of the event of default plus 2%. Additionally, the Noteholder may pursue any available remedy by suit, at law or in equity in the State of Florida, to enforce the payment of the principal of and interest on the Note then outstanding.

During the fiscal year ended September 30, 2021, the Village borrowed $2,350,000 relating to the Capital Asset Acquisition Taxable Refunding Note, Series 2021 for the purpose of refunding the Village's Capital Asset Acquisition Taxable Note, Series 2018 and paying the costs of issuance. The note bears interest of 2.984% and is payable semiannually while principal ranging from $125,000 to $190,000 is payable annually on July 1 of each year through July 1, 2036. The note is secured by all non-ad valorem revenues which are legally available to make debt payments when due. The outstanding principal balance as of September 30, 2023 is $2,095,000. If an event of default occurs, the interest rate shall be the then current interest rate on the Note at the time of the event of default plus 2%. Additionally, the Noteholder may pursue any available remedy by suit, at law or in equity in the State of Florida, to enforce the payment of the principal of and interest on the Note then outstanding.

During the fiscal year ended September 30, 2022, the Village borrowed $3,525,000 relating to the General Obligation Note, Series 2022 for the purpose of financing the costs of park improvements at the Treasure Island Elementary School site and other Village Parks, funding recreation projects within the Village, and paying the costs of issuance of the Note. The Note bears interest of 2.707% with debt service ranging from $405,692 to $407,434 payable annually on June 1 of each year through June 1, 2032. The note is secured by all non-ad valorem revenues which are legally available to make debt payments when due. The outstanding principal balance as of September 30, 2023 is $3,200,000. If an event of default occurs, the interest rate shall be immediately increased to be the then current interest rate on the Note plus the greatest of the Prime Rate plus 3%, the Overnight Bank Funding Rate plus 3.5%, and the default rate of 7%. Additionally, the Noteholder may pursue any available remedy by suit, at law or in equity in the State of Florida, to enforce the payment of the principal of and interest on the Note then outstanding.

During the fiscal year ended September 30, 2023, the Village borrowed $7,500,000 relating to the General Obligation Note, Series 2023 for the purpose of financing the costs of the 2023 Village Hall project and paying the costs of issuance of the Note. The Note bears interest of 3.750% with debt service ranging from $405,692 to $407,434 payable annually on June 1 of each year through June 1, 2038. The note is secured by all non-ad valorem revenues which are legally available to make debt payments when due. The outstanding principal balance as of September 30, 2023 is $7,500,000. If an event of default occurs, the interest rate shall be immediately increased to be the then current interest rate on the Note plus 2.0%. Additionally, the Noteholder may pursue any available remedy by suit, at law or in equity in the State of Florida, to enforce the payment of the principal of and interest on the Note then outstanding.

NOTE 7 – LONG-TERM DEBT (CONTINUED)

Business-type activities

The Village has seven separate loan agreements with the State of Florida Department of Environmental Protection. The loans provided the funding for various sewer improvement, water main replacement, and automated water meter replacement projects on a cost reimbursement basis. Pursuant to the terms of the individual agreements, the Village began making semi-annual principal and interest payments on the loans six months subsequent to the completion of the related projects.

The Village is required to maintain rates and charges for the services furnished by the water and sewer systems which will be sufficient to provide pledged revenues equal to 1.15 times the sums of the semi-annual payments due in such fiscal year. At September 30, 2023, the Village was in compliance with these covenants. The significant terms of the loans are as follows:

	Outstanding Debt
Revolving state loan of $1,079,032 dated December 24, 2009; financing rate of 1.93%. The Village makes semi-annual principal and interest payments of $39,929 on May 15 and November 15. The loan matures on May 15, 2031 and is collateralized by water and sewer revenues.	$ 483,576
Revolving state loan of $352,416 dated December 9, 2014; financing rate of 2.18%. The Village makes semi-annual principal and interest payments of $10,597 on February 15 and August 15. The loan matures on August 15, 2031 and is collateralized by water and sewer revenues.	163,306
Revolving state loan of $52,590 dated March 10, 2017; financing rate of .935%. The Village makes semi-annual principal and interest payments of $1,626 on October 15 and April 15. The loan matures on April 15, 2035 and is collateralized by water and sewer revenues.	39,884
Revolving state loan of $ 2,546,720 dated May 16, 2017; financing rate of .085%. The Village makes semi-annual principal and interest payments of $124,649 on October 15 and April 15. The loan matures on October 15, 2027 and is collateralized by water and sewer revenues.	2,085,715
Revolving state loan of $4,032,795 dated July 12, 2018; interest rate of 1.34%. The Village makes semi-annual principal and interest payments of $117,976 on November 15 and May 15. The loan matures on November 15, 2040 and is collateralized by water and sewer revenues.	3,656,964
Revolving state loan of $2,788,008 dated July 2, 2018; interest rate of 1.24%. The Village makes semi-annual principal and interest payments based on the actual amount of the principal drawn under the agreement. The loan matures on February 15, 2042 and is collateralized by water and sewer revenues.	2,660,418
Revolving state loan of $216,531 dated November 5, 2019; interest rate of .895%. The Village makes semi-annual principal and interest payments of $6,747 on November 15 and May 15. The loan matures on May 15, 2040 and is collateralized by water and sewer revenues.	197,034
	$ 9,286,897

NOTE 7 – LONG-TERM DEBT (CONTINUED)

Combined aggregate maturities for all long-term liabilities for each of the next five years and to maturity are as follows:

Fiscal year	Governmental Activities			Business-type Activities *		
ending	Principal	Interest	Total	Principal	Interest	Total
2024	1,432,857	527,921	1,960,778	543,059	104,372	647,431
2025	1,482,857	496,693	1,979,550	549,257	98,174	647,431
2026	1,537,857	449,627	1,987,484	555,548	91,883	647,431
2027	1,577,857	400,843	1,978,700	561,932	85,499	647,431
2028	1,622,857	350,726	1,973,583	568,412	79,019	647,431
2029-2033	5,756,431	1,125,315	6,881,746	2,777,689	296,690	3,074,379
2034-2038	3,725,000	361,367	4,086,367	2,573,491	154,192	2,727,683
2039-2043	-	-	-	1,157,509	27,218	1,184,727
	$ 17,135,716	$ 3,712,492	$ 20,848,208	$ 9,286,897	$ 937,047	$ 10,223,944

* Amounts above do not include all of the Village's State Revolving Fund debt service requirements. Only loans that have reached project completion are included above.

Leases

A lease is defined as a contractual agreement that conveys control of the right to use another entity's nonfinancial asset, for a minimum contractual period of greater than one year, in an exchange or exchange-like transaction. The Village leases a significant amount of nonfinancial assets such as buildings and equipment. The related obligations are presented in the amounts equal to the present value of lease payments, payable during the remaining lease term. As the lessee, a lease liability and the associated lease asset is recognized on the government-wide *Statement of Net Position*.

In September 2017, the Village entered into three (3) seven (7) year leases for solid waste vehicles. A lease liability was recorded as of October 1, 2021 in the amount of $316,694. The Village is required to make fixed monthly payments of $7,224. The lease has an interest rate of 4.1268%.

In July 2021, the Village entered into multiple three (3) year leases for offices for the Village Hall. A lease liability was recorded as of October 1, 2021 in the amount of $1,880,678. The Village is required to make monthly payments ranging from $27,020 to $31,371. The lease has a imputed interest rate of 2.33%.

The Village has contracted for lease copiers from Toshiba for various village departments. These assets are recognized as right-to-use leased assets with a corresponding lease liability. The lease liability has been discounted at 2.33%, the imputed interest rate.

From 2017 to 2023, the Village entered into three (3) to five (5) year leases as lessee for thirty-two (32) vehicles. A total lease liability lease liability as of October 1, 2022 for existing leases and as of he inception date for new leases during the year was recorded in the amount of $568,018. As of September 30, 2023, the value of the total lease liability is $407,203. The Village is required to make monthly fixed payments totaling $21,405.

NOTE 7 – LONG-TERM DEBT (CONTINUED)

Leases (Continued)

The future minimum lease obligations and the net present value of these minimum lease payments as of September 30, 2023, are as follows:

For the fiscal year ended September 30,	Governmental Activities		
	Principal	Interest	Total
2024	$ 361,408	$ 36,547	$ 397,955
2025	329,123	24,470	353,593
2026	309,002	14,144	323,146
2027	225,033	4,909	229,942
2028	23,663	760	24,423
Total	$ 1,248,229	$ 80,830	$ 1,329,059

For the fiscal year ended September 30,	Business-type Activities		
	Principal	Interest	Total
2023	$ 276,743	$ 14,273	$ 291,016
2024	121,298	6,623	127,921
2025	128,176	3,716	131,892
2026	100,424	781	101,205
Total	$ 626,641	$ 25,393	$ 652,034

Subscriptions

The Village implemented Governmental Accounting Standards Board Statement No. 96, *Subscription-Based Information Technology Arrangements*, in fiscal year 2023. The Village has one software arrangement that requires recognition under GASBS No. 96. The software amortization expense is included on the Statement of Revenues, Expenses and Changes in Fund Net Position related to the Village's intangible asset of one software system, which is included in the capital asset table as Subscriptions. The Village now recognizes a subscription-based information technology arrangements (SBITA) liability and an intangible right-to-use asset for body camera software in Public Safety.

On October 1, 2022, the Village entered into a five (5) year subscription-based information technology arrangement for a body camera systems. There are no options to extend the 2022 arrangement or options to purchase the software. The Village has used a 3.90% discount to determine the present value of the intangible right-to-use asset and SBITA liability.

$66,861 has been recorded as intangible right-to-use software arrangement in the General Fund capital assets. Due to the implementation of GASB Statement No. 96, this arrangement for records management software met the criteria of a SBITA; thus, requiring it to be recorded by the City as intangible assets and a SBITA liability. This asset will be amortized over the remaining lease term of two (2) years and three (3) months. There are no residual value guarantees in the arrangement provisions. The public safety software arrangement will end in fiscal year 2027.

A summary of the principal and interest amounts for the remaining arrangements includes the following principal and interest payments:

For the fiscal year ended September 30,	Governmental Activities		
	Principal	Interest	Total
2024	$ 12,370	$ 2,045	$ 14,415
2025	12,848	1,567	14,415
2026	13,353	1,062	14,415
2027	13,874	541	14,415
Total	$ 52,445	$ 5,215	$ 57,660

NOTE 8 – RETIREMENT PLANS

Florida Retirement System

As provided by Chapters 121 and 112, Florida Statutes, the Florida Retirement System ("FRS") provides two cost sharing, multiple employer defined benefit plans administered by the Florida Department of Management Services, Division of Retirement, including the FRS Pension Plan ("Pension Plan") and the Retiree Health Insurance Subsidy ("HIS Plan").

As a general rule, membership in the FRS is compulsory for all employees working in a regularly established position for a state agency, county government, district school board, state university, community college, or a participating city or special district within the State of Florida. The FRS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefits are established by Chapter 121, Florida Statutes, and Chapter 60S, Florida Administrative Code. Amendments to the law can be made only by an act of the Florida State Legislature.

The State of Florida annually issues a publicly available financial report that includes financial statements and required supplementary information for the FRS. The latest available report may be obtained by writing to the State of Florida Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, Florida 32315-9000, or by calling (877) 377-1737 or by visiting the Website: http://www.dms.myflorida.com/workforce_operations/retirement/publications.

Pension Plan

Plan description

The Pension Plan is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program ("DROP") for eligible employees.

Benefits Provided

Benefits under the Pension Plan are computed on the basis of age, average final compensation, and service credit. For Pension Plan members enrolled before July 1, 2011, Regular class members who retire at or after age 62 with at least six years of creditable service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 1.6% times years of service times final average compensation based on the five highest years of salary. Vested members with less than 30 years of service may retire before age 62 and receive reduced retirement benefits. Special Risk Administrative Support class members who retire at or after age 55 with at least six years of creditable service or 25 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 1.6% times years of service times final average compensation based on the five highest years of salary. Special Risk class members (sworn law enforcement officers, firefighters, and correctional officers) who retire at or after age 55 with at least six years of creditable service, or with 25 years of service regardless of age, are entitled to a retirement benefit payable monthly for life, equal to 3.0% times the years of service times their final average compensation based on the five highest years of salary for each year of creditable service. Senior Management Service class members who retire at or after age 62 with at least six years of creditable service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 2.0% times the years of service times their final average compensation based on the five highest years of salary for each year of creditable service. Elected Officers' class members who retire at or after age 62 with at least six years of creditable service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 3.0% times the years of service (3.33% for judges and justices) times their final average compensation based on the five highest years of salary for each year of creditable service.

For Plan members enrolled on or after July 1, 2011, the vesting requirement is extended to eight years of creditable service for all these members and increasing normal retirement to age 65 or 33 years of service regardless of age for Regular, Senior Management Service, and Elected Officers' class members, and to age 60 or 30 years of service regardless of age for Special Risk and Special Risk Administrative Support class members. Also, the final average compensation for all these members will be based on the eight highest years of salary.

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the Pension Plan before August 1, 2011, the annual cost of living adjustment ("COLA") is three percent per year. The COLA formula for retirees with an effective retirement date or DROP begin date on or after August 1, 2011, will be the sum of the pre-July 2011 service credit divided by the total service credit at retirement multiplied by 3 percent. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

NOTE 8 – RETIREMENT PLANS (CONTINUED)

Benefits Provided (Continued)

In addition to the above benefits, the DROP program allows eligible members to defer receipt of monthly retirement benefit payments while continuing employment with a FRS employer for a period not to exceed 60 months after electing to participate. Deferred monthly benefits are held in the FRS Trust Fund and accrue interest. There are no required contributions by DROP participants.

Contributions

Effective July 1, 2011, all enrolled members of the FRS, other than DROP participants, are required to contribute three percent of their salary to the FRS. In addition to member contributions, governmental employers are required to make contributions to the FRS based on state-wide contribution rates established by the Florida Legislature. These rates are updated as of July 1 of each year. The employer contribution rates by job class for the periods from October 1, 2022 through June 30, 2023 and from July 1, 2023 through September 30, 2023, respectively, were as follows: Regular – 11.91% and 13.57%; Special Risk Administrative Support – 38.65% and 39.82%; Special Risk – 27.83% and 32.67%; Senior Management Service – 31.57% and 34.52%; Elected Officers' – 57.00% and 58.68%; and DROP participants – 18.60% and 21.13%. These employer contribution rates include 1.66% and 2.00%, respectively, HIS Plan subsidy for the period October 1, 2022 through June 30, 2023 and July 1, 2023 through September 30, 2023.

HIS Plan

Plan description

The HIS Plan is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Benefits provided

For the fiscal year ended September 30, 2023, eligible retirees and beneficiaries received a monthly HIS payment of $5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of $30 and a maximum HIS payment of $150 per month. To be eligible to receive these benefits, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions

The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended September 30, 2023, the HIS contribution was 1.66% from October 1, 2023 through June 30, 2023 and 2.00% from July 1, 2023 through September 30, 2023. The Village contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or cancelled.

Pension liabilities, pension expense, and deferred outflows of resources and deferred inflows of resources related to pensions

At September 30, 2023, the Village reported liabilities of $8,290,485 for its proportionate share of the Pension Plan's net pension liability and $2,305,443 for the HIS Plan's net pension liability for a total net pension liability of $10,595,928. The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2023. At June 30, 2023, the Village's proportion was 0.020805881 percent for the Pension Plan and 0.014516684 percent for the HIS Plan, which was an increase of 0.00022967 percent and a decrease of 0.000245868 percent respectively, from the proportionate share measured as of June 30, 2022.

NOTE 8 – RETIREMENT PLANS (CONTINUED)

For the year ended September 30, 2023, the Village recognized pension expense of $1,568,011 for the Pension Plan and pension expense of $881,431 for the HIS Plan for a total pension expense of $2,449,442. At September 30, 2023, the Village reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources		
	Pension Plan	HIS Plan	Total
Differences between expected and actual experience	$ 778,405	$ 33,750	$ 812,155
Changes in assumptions	540,443	60,609	601,052
Net difference between projected and actual earnings on pension plan investments	346,233	1,191	347,424
Changes in proportion and differences between Village contributions and proportionate share of contributions	392,303	163,719	556,022
Village contributions subsequent to the measurement date	326,252	33,444	359,696
Total	$ 2,383,636	$ 292,713	$ 2,676,349

	Deferred Inflows of Resoures		
	Pension Plan	HIS Plan	Total
Differences between expected and actual experience	$ -	$ 5,411	$ 5,411
Changes in assumptions	-	199,774	199,774
Net difference between projected and actual earnings on pension plan investments	-	-	-
Changes in proportion and differences between Village contributions and proportionate share of contributions	793,959	124,584	918,543
Total	$ 793,959	$ 329,769	$ 1,123,728

Deferred outflows of resources in the amount of $359,696 related to employer contributions made after the measurement date of the net pension liability but before the end of the Village's fiscal year ended September 30, 2023 will be recognized as a reduction of the net pension liability in the subsequent fiscal year ending September 30, 2024 rather than in the current fiscal year ended September 30, 2023. The amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

	Employer Share of Deferred Outflows/Inflows		
Year Ended September 30,	Pension Plan	HIS Plan	Total
2024	$ 59,759	$ (3,370)	$ 56,389
2025	(205,010)	(11,505)	(216,515)
2026	1,223,719	(5,045)	1,218,674
2027	144,232	(29,007)	115,225
2028	40,725	(18,686)	22,039
Thereafter	-	(2,887)	(2,887)
	$ 1,263,425	$ (70,500)	$ 1,192,925

NOTE 8 – RETIREMENT PLANS (CONTINUED)

Actuarial assumptions

The Florida Retirement System Actuarial Assumption Conference is responsible for setting the assumptions used in the funding valuations of both pension plans pursuant to section 216.136 (10), Florida Statutes. The Pension Plan's valuation is performed annually. The HIS Plan has a valuation performed biennially that is updated for GASB reporting in the year a valuation is not performed. The most recent experience study for the Pension Plan was completed in 2019 for the period July 1, 2013, through June 30, 2018. Because the HIS Plan is funded on a pay-as-you-go basis, no experience study has been completed for that program. The actuarial assumptions that determined the total pension liability for the HIS Plan were based on certain results of the most recent experience study for the Pension Plan. The total pension liability in the June 30, 2023 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

	Pension Plan	HIS Plan
Inflation	2.40%	2.40%
Salary Increases	3.25% average, including inflation	3.25% average, including inflation
Investment rate of return	6.70%, net of pension plan investment expense, including inflation	N/A
Municipal bond rates	N/A	3.65%
Actuarial cost method	Individual entry age	Individual entry age
Mortality table	Generational PUB-2010 with Projection Scale MP-2018	Generational PUB-2010 with Projection Scale MP-2018

Long-term expected rate of return

The long-term expected rate of return on Pension Plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation [1]	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	2.9%	2.9%	1.1%
Fixed income	19.8%	4.5%	4.4%	3.4%
Global equity	54.0%	8.7%	7.1%	18.1%
Real estate (property)	10.3%	7.6%	6.6%	14.8%
Private equity	11.1%	11.9%	8.8%	26.3%
Strategic investments	3.8%	6.3%	6.1%	7.7%
	100%			
Assumed inflation-Mean			2.4%	1.4%

Note: (1) As outlined in the Plan's investment policy

NOTE 8 – RETIREMENT PLANS (CONTINUED)

Discount rate

The discount rate used to measure the total pension liability was 6.70% for the Pension Plan. The Pension Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculation the total pension liability is equal to the long-term expected rate of return.

The discount rate used to measure the total pension liability was 3.65% for the HIS Plan. In general, the discount rate for calculating the HIS Plan's total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS Plan benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the municipal bond rate of 3.65% was used to determine the total pension liability. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Sensitivity of the village's proportionate share of the net position liability to changes in the discount rate

The following table presents the sensitivity of the Village's proportionate share of the net pension liability to changes in the discount rate. The sensitivity analysis, below, shows the impact to the Village's proportionate share of the net pension liability if the discount rate was 1.00% lower or 1.00% higher than the current discount rate at June 30, 2023.

	1% Decrease 5.70%	Current Discount Rate 6.70%	1% Increase 7.70%
Village's proportionate share of the net pension liability - FRS	$ 14,161,837	$ 8,290,485	$ 3,378,397

	1% Decrease 2.65%	Current Discount Rate 3.65%	1% Increase 4.65%
Village's proportionate share of the net pension liability - HIS	$ 2,630,151	$ 2,305,443	$ 2,036,282

Investment plan

The SBA (State Board of Administration) administered the defined contribution plan officially titled the FRS Investment Plan. The Investment Plan is reported in the SBA's annual financial statements and in the State of Florida Annual Comprehensive Financial Report.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS Defined Benefit Plan. Village employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual members' accounts, are defined by law, but the ultimate benefit depends, in part, on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class, as the Pension Plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Costs of administering the Investment Plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.06 percent of payroll and by forfeited benefits of plan members. Allocations to the investment members' accounts during the 2022-2023 fiscal year, as established by Section 121.72, Florida Statutes, are based on percentage of gross compensation, by class, as follows:

Class	Allocation Rate
Elected Officials	13.34%
Senior Management	9.67%
Special Risk	16.00%
Regular Employees	8.30%

NOTE 8 – RETIREMENT PLANS (CONTINUED)

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the Pension Plan vesting is transferred to the Investment Plan, the member must have the years of service required for Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on these funds. Non-vested employer contributions are placed in a suspense account for up to five years. If the employee returns to FRS-covered employment within the five-year period, the employee will regain control over his or her account. If the employee does not return within the five-year period, the employee will forfeit the accumulated account balance. For the fiscal year ended September 30, 2023, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the Village.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the Pension Plan or remain in the Investment Plan and rely upon that account balance for retirement income.

NOTE 9 – DEFINED CONTRIBUTION PLAN

The Village also has a defined contribution plan ("Plan") in accordance with Internal Revenue Code Section 401(a). There are two employees that did not transfer their balances to FRS that remain in this Plan. The Plan provides for required employer and employee contributions of 13.5% and 5.5% of employee earnings for the Plan year, respectively. The Village contributed approximately $23,139 and the employees contributed approximately $10,488 for the year ended September 30, 2023. Plan amendments must be approved by the Village Commission. The Plan is administered by ICMA Retirement Corp.

NOTE 10 – OTHER POST-EMPLOYMENT BENEFITS

Plan description and funding policy

Employees who retire from the Village and their dependents are eligible to continue to participate in the Village's single-employer defined benefit healthcare plan (the "Plan") currently offered through the Village at the "blended" employee group rate which, is determined annually by the Village. The retiree must continue to meet all participation requirements and pay all applicable premiums by the specified due date.

The Village provides no funding for any portion of the premiums after retirement. However, the Village recognizes that there is an "implicit subsidy" arising as a result of the blended rate premium since retiree health care costs, on average are higher than active employee healthcare costs. There are no assets accumulated in a trust that meet the criteria of the GASB to pay related benefits for the OPEB plan. The Plan does not issue a separate financial report. It is the City's current policy to fund the Plan on a "pay-as-you-go" basis from the General Fund.

The following table provides a summary of the number of participants in the Plan as of October 1, 2021:

Inactive plan members or beneficiaries currently receiving benefits	-
Inactive plan members entitled to but not yet receiving benefits	-
Active plan members	52
Total plan members	52

Actuarial methods and assumptions

The actuarial valuation of the calculation of OPEB involves estimates of the value of reported amounts and assumptions about the probability of events in the future. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future.

NOTE 10 – OTHER POST-EMPLOYMENT BENEFITS (CONTINUED)

Projections of benefits for financial reporting purposes are based on the substantive Plan (the Plan as understood by the City and Plan members) and include the types of benefits in force at the valuation date and the historical pattern of sharing benefit costs between the City and the Plan members to that point. Actuarial calculations reflect a long-term perspective and employ methods and assumptions that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets.

The total OPEB liability at September 30, 2023 was based on an actuarial valuation dated October 1, 2021 with a measurement date of September 30, 2023, using the following actuarial assumptions:

Actuarial cost method	Entry age normal
Inflation	2.25%
Discount rate	4.63%
Salary increases	3.00%
Retirement age	Earlier of age 62 with at least 6 years of service, or at least 30 years of service at any age; participants who have attained such age as of the valuation date are assumed to retire one year after the valuation date.
Mortality	Mortality tables used in the July 1, 2021 actuarial valuation of the Florida Retirement System for non-K-12 Instructional Regular Class members. These rates were taken from adjusted PUB-2010 mortality tables published by the Society of Actuaries with generational improvements using Scale MP-2018. Adjustments to referenced tables are based on the results of a statewide experience study covering the period 2013 through 2018.
Healthcare Cost Trend Rates	6.00% for fiscal year beginning 2022, 5.75% for fiscal year beginning 2023 and then gradually decreasing to an ultimate trend rate of 4.00%.

Discount rate

The discount rate used to measure the total OPEB liability at September 30, 2023 was 4.63%. Because the Village's OPEB costs are funded on a pay-as-you-go funding structure, the return on the Fidelity 20-Year Municipal GO AA Index as of the measurement date was used to determine the total OPEB liability.

Total OPEB liability of the Village

The components and changes of the Village's total OPEB liability at September 30, 2023, are as follows:

	Total OPEB Liability
Balance at September 30, 2022	$ 241,252
Changes for the year:	
Service cost	11,980
Interest on Total OPEB liability	11,142
Assumption changes	(4,413)
Net changes	18,709
Balance at September 30, 2023	$ 259,961
Total OPEB liability	$ 259,961
OPEB Plan fiduciary net position	-
Village's net OPEB liability	$ 259,961
OPEB Plan fiduciary net position as a percentage of total OPEB liability	0.00%

NOTE 10 – OTHER POST-EMPLOYMENT BENEFITS (CONTINUED)

Sensitivity of the total OPEB liability to changes in the discount rate

The following table presents the total OPEB liability, calculated using the discount rate of 4.63%, as well as what the Village's total OPEB liability would be if it were calculated using a discount rate that is one percentage-point lower or one percentage-point higher than current discount rate:

	1% Decrease 3.63%	Current Discount Rate Assumption 4.63%	1% Increase 5.63%
Total OPEB liability	$ 279,892	$ 259,961	$ 241,740

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rates

The following table presents the total OPEB liability of the Village, as well as what the Village's total OPEB liability would be if it were calculated using a healthcare cost trend rate that is one percentage-point lower or one percentage-point higher than the current trend rate:

	1% Decrease	Current Healthcare Cost Trend Rate Assumption	1% Increase
Total OPEB liability	$ 234,438	$ 259,961	$ 289,471

OPEB expense and deferred outflows of resources

For the year ended September 30, 2023, the Village recognized OPEB expense of 18,709. At September 30, 2023, the Village reported no deferred outflows of resources related to OPEB.

NOTE 11 – COMMITMENTS AND CONTINGENCIES

Litigation

The Village is involved in several lawsuits incidental to its operations, the outcome of which, in the opinion of management and legal counsel, should not have material adverse effect on the financial position of the Village.

Risk management

The Village is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets, errors and omissions, and natural disasters for which the Village carries commercial insurance. There were no significant reductions in insurance coverage from coverage in the prior year and there were no settlements that exceeded insurance coverage for each of the past three years. The Village provides employee medical benefits through commercial insurance coverage.

Grants contingency

The Village receives grants from governmental agencies that require compliance with certain provisions stated in the grant agreements and are subject to audit by their granter agencies. Failure to comply with the provisions or the results of any granter audit could result in the return of funds and are subject to audit by their granter agencies. Management of the Village deems the likelihood of this contingency remote since, in its opinion, the Village has complied in all material respects with the provisions of the grants.

NOTE 11 – COMMITMENTS AND CONTINGENCIES (CONTINUED)

Encumbrances

Encumbrance accounting is utilized to the extent necessary to assure effective budgetary control and accountability and to facilitate effective cash planning and control. At September 30, 2023, following encumbrances were outstanding:

General Fund		
The Island walk for the Islander Club	$	24,194
PD GPS Base Plan and Support Monthly		1,001
Total	$	25,195
Street Maintenance Fund		
Kennedy Causeway Median Beautification Project	$	140,608
East Sign Conceptual Design		37,905
Total	$	178,513
Transportation Fund		
Kennedy Causeway Lane Reduction - Design Phase	$	9,801
Treasure Island ADA Improvements Phase II Construction		340,532
Bus Shelters on Kennedy Causeway Design		2,609
Total	$	352,942
Roadway Capital Improvements Fund		
Treasure Island Mill and Overlay	$	164,564
Harbor Island Entraceway Improvement		13,566
Total	$	178,130
ARPA Capital Projects Fund		
Phase 2 of the Infiltration and Inflow Rehabilitation	$	1,040,542
North Bay Island Stormwater Station Improvements Project		123,221
North Bay Village Vulnerability Assessment		47,135
Stormwater Inlet Filters		146,800
Total	$	1,357,698
Capital Projects GOB Fund		
Island Walk North Plaza - Design	$	6,922
Vogel Park Boating Access Project		111,064
Civic Park on East Drive-Phase II		356,549
Kennedy Causeway Lane Reduction - Design Phase		56,492
Island Walk East End of the Causeway		1,353,238
Total	$	1,884,265
Utility Fund		
Wastewater Pump Station Improvements	$	6,254,990
Total	$	6,254,990
Stormwater Utility Fund		
North Bay Island Pump Station Improvements	$	55,198
North Bay Island Stormwater Station Improvements Project		152,195
North Bay Village Vulnerability Assessment		54,603
Total	$	261,996

NOTE 12 – PRIOR PERIOD ADJUSTMENT

During the fiscal year ended September 30, 2023, the net positions of the Government-Wide Governmental Activities were restated to adjust capital leases effective prior to the current fiscal year and retainage payable. Additionally, the opening fund balance for the Capital Projects GOB Fund was adjusted to correct retainage payable.

	Government-Wide Financial Statements
	Governmental Activities
Net position, beginning, as previously reported	$ 6,173,528
Correction for leases	(114,436)
Correction for retainage payable	76,099
Net position, beginning, as restated	$ 6,135,191

	Fund Financial Statements
	Capital Projects GOB Fund
Fund balance - beginning, as previously reported	$ (34,917)
Correction for retainage payable	76,099
Fund balance - beginning, as restated	$ 41,182

REQUIRED SUPPLEMENTARY INFORMATION

NORTH BAY VILLAGE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Taxes	$ 7,769,438	$ 7,769,439	$ 8,007,803	$ 238,364
Licenses and permits	86,000	86,000	56,248	(29,752)
Franchise fees	489,132	489,132	574,865	85,733
Intergovernmental revenue	1,172,442	1,218,830	1,356,578	137,748
Charges for services	122,680	362,236	369,486	7,250
Fines and forfeitures	339,908	361,195	476,836	115,641
Interest income	2,000	2,000	28,757	26,757
Other	210,463	364,505	3,788,838	3,424,333
Total revenues	10,192,063	10,653,337	14,659,411	4,006,074
EXPENDITURES				
Current:				
General government:				
Village commission	58,497	58,596	46,644	11,952
Village manager	479,948	482,026	465,089	16,937
Village clerk	188,492	219,377	135,318	84,059
Finance	424,603	424,604	418,128	6,476
Village attorney	368,765	368,765	308,776	59,989
Nondepartmental	1,061,408	1,179,607	821,349	358,258
Public safety	6,357,143	6,811,331	6,607,282	204,049
Recreation and human services	413,105	436,416	379,336	57,080
Debt Service:				
Principal	130,000	130,000	459,075	(329,075)
Interest and other charges	66,394	66,394	101,302	(34,908)
Capital outlay	71,516	117,948	333,761	(215,813)
Total expenditures	9,619,871	10,295,064	10,076,060	219,004
Excess (deficiency) of revenues over (under) expenditures	572,192	358,273	4,583,351	4,225,078
OTHER FINANCING SOURCES (USES)				
Proceeds from sale of capital assets	-	4,515	5,325	(810)
Lease proceeds	-	-	240,441	(240,441)
Transfers out	(572,192)	(619,178)	(599,762)	(19,416)
Total other financing sources (uses)	(572,192)	(614,663)	(353,996)	(260,667)
Net change in fund balance	$ -	$ (256,390)	4,229,355	$ 3,964,411
Fund balances - beginning			4,149,681	
Fund balances - ending			$ 8,379,036	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - AMERICAN RECOVERY PLAN ACT (ARPA) FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Intergovernmental revenue	$ -	$ -	$ 1,320,145	$ 1,320,145
Total revenues	-	-	1,320,145	1,329,510
EXPENDITURES	-	-	-	-
Excess (deficiency) of revenues over (under) expenditures	-	-	1,320,145	1,329,510
OTHER FINANCING SOURCES (USES)				
Transfers out	-	-	(260,218)	260,218
Total other financing sources (uses)	-	-	(260,218)	260,218
Net change in fund balance	$ -	$ -	1,059,927	$ 1,589,728
Fund balances - beginning			(1,059,927)	
Fund balances - ending			$ -	

See notes to basic financial statements.

NOTE 1 – BUDGETS AND BUDGETARY ACCOUNTING

The Village legally adopts annual budgets for all governmental funds, with the exception of Federal Forfeiture Fund, State Forfeiture Fund, Parks Improvement Fund and Police Improvement Trust Fund.

The budgets are prepared on a basis consistent with accounting principles generally accepted in the United States. At least 60 days prior to the close of the fiscal year, the Village Commission is presented with a proposed budget including proposed expenditures and the means of financing them. After Commission review and public hearings, the budget is adopted prior to October 1. Budgets are approved on a fund-by-fund basis and management may transfer amounts between line items within the various activities in a department as long as the transfer does not amount to more than 5% of the total budget of the department. There were no budgetary transfers within a department for the year ending September 30, 2023. All other budgetary transfers must be approved by resolution of the Village Commission. Expenditures may not exceed appropriations at the departmental level.

Budgets are considered a management control and planning tool and as such are incorporated into the accounting system of the Village. The Village Commission, by resolution, may make supplemental appropriations for the year up to the amount of revenues in excess of those estimated. Appropriations lapse at year-end. There were no amendments to the budget for the current fiscal year.

NOTE 2 – EXCESS OF EXPENDITURES OVER APPROPRIATIONS

For the year ended September 30, 2023, expenditures exceeded appropriations in the following:

General Fund - Capital Outlay	215,813
General Fund - Debt Service	363,983

These unfavorable variances were caused by unbudgeted costs related to unforeseen circumstances and occurrences during the year and were covered by revenues in excess of budget and unassigned fund balance.

The Village had supplemental appropriations of $675,193 for the General Fund.

NORTH BAY VILLAGE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE VILLAGE'S PROPORTIONATE SHARE
OF NET PENSION LIABILITY
FLORIDA RETIREMENT SYSTEM PENSION PLAN (FRS)
SEPTEMBER 30, 2023

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Village's proportion of the FRS net pension liability	0.020805881%	0.020576212%	0.020472927%	0.024522006%	0.020790053%	0.025202817%	0.023842196%	0.024321282%	0.020411165%	0.019243398%
Village's proportionate share of the FRS net pension liability	$ 8,290,485	$ 7,656,004	$ 1,546,497	$ 10,628,199	$ 7,159,805	$ 7,591,219	$ 7,054,782	$ 6,141,143	$ 2,636,736	$ 1,174,130
Village's covered payroll	5,944,873	5,573,264	5,278,204	5,116,961	4,878,677	3,749,563	4,260,039	4,191,730	3,811,541	3,442,706
Village's proportionate share of the FRS net pension liability as a percentage of its covered payroll	139.46%	137.37%	29.30%	207.71%	146.76%	202.46%	165.60%	146.51%	69.18%	34.10%
FRS Plan fiduciary net position as a percentage of the total pension liability	82.38%	82.89%	96.40%	78.85%	82.61%	84.26%	83.69%	84.88%	92.00%	96.09%

* The amounts presented for each fiscal year were determined as of 6/30 (measurement date of the collective net pension liability).

NORTH BAY VILLAGE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE VILLAGE'S PROPORTIONATE SHARE
OF NET PENSION LIABILITY
HEALTH INSURANCE SUBSIDY PENSION PLAN (HIS)
SEPTEMBER 30, 2023

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Village's proportion of the HIS net pension liability	0.014516684%	0.014762552%	0.013945917%	0.014798881%	0.013212112%	0.014794946%	0.013346042%	0.013577049%	0.012524760%	0.011525625%
Village's proportionate share of the HIS net pension liability	$ 2,305,443	$ 1,563,590	$ 1,710,676	$ 1,806,919	$ 1,478,303	$ 1,565,914	$ 1,427,020	$ 1,582,349	$ 1,277,329	$ 1,077,674
Village's covered payroll	5,944,873	5,573,264	5,278,204	5,116,961	4,878,677	3,749,563	4,260,039	4,191,730	3,811,541	3,442,706
Village's proportionate share of the HIS net pension liability as a percentage of its covered payroll	38.78%	28.06%	32.41%	35.31%	30.30%	41.76%	33.50%	37.75%	33.51%	31.30%
HIS Plan fiduciary net position as a percentage of the total pension liability	4.12%	4.81%	3.56%	3.00%	2.63%	2.15%	1.64%	0.97%	0.50%	0.99%

* The amounts presented for each fiscal year were determined as of 6/30 (measurement date of the collective net pension liability).

NORTH BAY VILLAGE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE VILLAGE'S CONTRIBUTIONS -
FLORIDA RETIREMENT SYSTEM PENSION PLAN (FRS)
SEPTEMBER 30, 2023

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Contractually required FRS contribution	$ 1,000,897	$ 878,024	$ 779,930	$ 814,758	$ 644,642	$ 718,260	$ 620,671	$ 593,113	$ 497,642	$ 421,512
FRS contribution in relation to the contractually required contribution	(1,000,897)	(878,024)	(779,930)	(814,758)	(644,642)	(718,260)	(620,671)	(593,113)	(497,642)	(421,512)
FRS contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Village's covered payroll	6,238,866	5,658,906	5,278,204	5,386,505	4,858,170	4,172,564	4,275,799	4,088,434	3,807,189	3,554,672
FRS contribution as a percentage of covered payroll	16.04%	15.52%	14.78%	15.13%	13.27%	17.21%	14.52%	14.51%	13.07%	11.86%

NORTH BAY VILLAGE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE VILLAGE'S CONTRIBUTIONS -
HEALTH INSURANCE SUBSIDY PENSION PLAN (HIS)
SEPTEMBER 30, 2023

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Contractually required HIS contribution	$ 95,493	$ 89,326	$ 81,974	$ 85,279	$ 73,366	$ 80,233	$ 70,631	$ 69,591	$ 47,877	$ 39,483
HIS contribution in relation to the contractually required contribution	(95,493)	(89,326)	(81,974)	(85,279)	(73,366)	(80,233)	(70,631)	(69,591)	(47,877)	(39,483)
HIS contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Village's covered payroll	6,238,866	5,658,906	5,278,204	5,386,505	4,858,170	5,276,247	4,275,799	4,088,434	3,807,189	3,554,672
HIS contribution as a percentage of covered payroll	1.53%	1.58%	1.55%	1.58%	1.51%	1.52%	1.65%	1.70%	1.26%	1.11%

NORTH BAY VILLAGE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY AND RELATED RATIOS
OTHER POST-EMPLOYMENT BENEFITS (OPEB)
SEPTEMBER 30, 2023

Fiscal Year:	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018
Measurement Date:	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018
Total OPEB liability:						
Service cost	$ 11,980	$ 15,079	$ 14,180	$ 43,385	$ 42,121	$ 41,645
Interest	11,142	6,156	6,164	26,143	23,681	21,872
Differences between expected and actual experience	-	(7,756)	-	-	-	-
Assumption changes	(4,413)	(38,245)	4,101	(514,832)	3,705	-
Benefit payments	-	-	-	-	(3,965)	(2,809)
Net change in total OPEB liability	$ 18,709	$ (24,766)	$ 24,445	$ (445,304)	$ 65,542	$ 60,708
Total OPEB liability-beginning	241,252	266,018	241,573	686,877	621,335	560,627
Total OPEB liability-ending	$ 259,961	$ 241,252	$ 266,018	$ 241,573	$ 686,877	$ 621,335
Covered-employee payroll	$ 5,490,994	$ 5,331,062	$ 5,175,788	$ 5,025,037	$ 4,878,677	$ 3,069,048
Total OPEB liability as a percentage of covered-employee payroll	4.73%	4.53%	5.14%	4.81%	14.08%	20.25%

*There are no assets accumulated in a trust that meets the criteria of GASB codification P22.101 or P52.101 to pay related benefits for the OPEB plan.

Note: The schedule is intended to show information for the last ten (10) fiscal years. Additional years will be displayed as they become available.

COMBINING FINANCIAL STATEMENTS

NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

Special revenue funds are used to account for specific revenues that are legally restricted to expenditures for particular purposes.

Grant Administration Fund – This fund is used to account for the various federal, state and local grants awarded to the Village.

State Forfeiture Fund – This fund is used to account for State forfeitures restricted for law enforcement purposes.

Federal Forfeiture Fund – This fund is used to account for Federal forfeitures restricted for law enforcement purposes.

Building Fees Fund – This fund is used to account for the operations of building, planning, and zoning.

Street Maintenance Fund – This fund is used to account for the operations of street maintenance and construction costs.

Children's Services Fund – This fund is used to account for certain grants and programs that provide for summer programs as well as other adolescent activities.

Transportation Fund – This fund is used to account for restricted revenues and expenditures associated with a county levied surtax and designated for public transportation purposes.

Police Improvement Fund – This fund is used to account for revenues and expenditures for law enforcement purposes.

DEBT SERVICE FUNDS

Debt service funds are used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest.

Roadway Improvement Projects Debt Service Fund – This fund is used to accumulate resources and distribute principal and interest on governmental long-term debt payable by the Village for roadway capital improvements.

Debt Service Fund – This fund is used to accumulate resources and distribute principal and interest on governmental long-term debt payable by the Village.

CAPITAL PROJECTS FUNDS

Capital projects funds are used to account for the acquisition or construction of various major capital projects.

Parks Improvement Fund - This fund is used to account for the revenues and expenditures associated with park acquisition, improvements and enhancements.

CITT Roadway Improvements Capital Projects Fund - This fund accounts for the acquisition or construction of various road improvements throughout the Village.

Capital Projects Fund – ARPA – This fund is used to account for the revenues and expenditures for capital projects related to funds received from the American Recovery Plan Act.

Capital Projects Fund - This fund accounts for the acquisition or construction of various capital projects.

NORTH BAY VILLAGE
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023

	Special Revenue Funds								
	Grant Administration Fund	State Forfeiture Fund	Federal Forfeiture Fund	Building Fees Fund	Street Maintenance Fund	Children's Services Fund	Transportation Fund	Police Improvement Fund	Total Special Revenue Funds
ASSETS									
Cash and cash equivalents	$ -	$ 128,952	$ 121,680	$ 1,127,127	$ 375,635	$ 17,740	$ 1,761,987	$ 39,804	3,572,925
Accounts receivable	13,081	-	-	-	129,563	-	117,794	-	260,438
Prepaid costs	-	-	-	125	4,626	-	-	-	4,751
Total assets	$ 13,081	$ 128,952	$ 121,680	$ 1,127,252	$ 509,824	$ 17,740	$ 1,879,781	$ 39,804	$ 3,838,114
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES									
Liabilities:									
Accounts payable and accrued liabilities	$ -	$ -	$ 13,675	$ 67,013	$ 33,516	$ 40	$ 39,355	$ -	153,599
Accrued payroll and benefits	-	-	-	2,050	2,834	-	-	-	4,884
Due to other funds	5,401	-	19,840	-	-	-	-	-	25,241
Total liabilities	5,401	-	33,515	69,063	36,350	40	39,355	-	183,724
Deferred inflows of resources:									
Unavailable revenue	-	-	-	-	100,000	-	50,816	-	150,816
Total deferred inflows of resources	-	-	-	-	100,000	-	50,816	-	150,816
Fund balances:									
Nonspendable									
Prepaid items	-	-	-	125	4,626	-	-	-	4,751
Restricted									
Capital projects	-	-	-	-	-	-	-	-	-
Debt service	-	-	-	-	-	-	-	-	-
Building, planning, and zoning	-	-	-	1,058,064	-	-	-	-	1,058,064
Public works	-	-	-	-	368,848	-	-	-	368,848
Transportation projects	-	-	-	-	-	-	1,789,610	-	1,789,610
Law enforcement	7,680	128,952	88,165	-	-	-	-	39,804	264,601
Recreation and human services	-	-	-	-	-	17,700	-	-	17,700
Total fund balances	7,680	128,952	88,165	1,058,189	373,474	17,700	1,789,610	39,804	3,503,574
Total liabilities, deferred inflows of resources, and fund balances	$ 13,081	$ 128,952	$ 121,680	$ 1,127,252	$ 509,824	$ 17,740	$ 1,879,781	$ 39,804	$ 3,838,114

See notes to basic financial statements.

NORTH BAY VILLAGE
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023

	Debt Service Funds			Capital Project Funds					
	Roadway Improvement Projects Debt Service Fund	Debt Service Fund	Total Debt Service Funds	Parks Improvements Fund	CITT Roadway Improvements Fund	Capital Projects Fund - ARPA	Capital Projects Fund	Total Capital projects Funds	Total Nonmajor Governmental Funds
ASSETS									
Cash and cash equivalents	$ 3	$ 633,764	$ 633,767	$ 34,949	$ -	$ 32,774	$ 848,158	$ 915,881	$ 5,122,573
Accounts receivable	-	3,700	3,700	-	-	-	60,166	60,166	324,304
Prepaid costs	-	-	-	-	-	-	-	-	4,751
Restricted cash	-	-	-	-	1,472,191	-	-	1,472,191	1,472,191
Total assets	$ 3	$ 637,464	$ 637,467	$ 34,949	$ 1,472,191	$ 32,774	$ 908,324	$ 2,448,238	$ 6,923,819
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES									
Liabilities:									
Accounts payable and accrued liabilities	$ -	$ 89	$ 89	$ -	$ 9,816	$ 106,895	$ 112,128	$ 228,839	$ 382,527
Retainage payable	-	-	-	-	-	-	275	275	275
Accrued payroll and benefits	-	-	-	-	-	-	-	-	4,884
Due to other funds	-	-	-	-	1,119	-	-	1,119	26,360
Total liabilities	-	89	89	-	10,935	106,895	112,403	230,233	414,046
Deferred inflows of resources:									
Unavailable revenue	-	-	-	-	-	-	-	-	150,816
Total deferred inflows of resources	-	-	-	-	-	-	-	-	150,816
Fund balances:									
Nonspendable									
Prepaid items	-	-	-	-	-	-	-	-	4,751
Restricted									
Capital projects	-	-	-	-	-	-	795,921	795,921	795,921
Debt service	3	637,375	637,378	-	-	-	-	-	637,378
Building, planning, and zoning	-	-	-	-	-	-	-	-	1,058,064
Public works	-	-	-	-	-	-	-	-	368,848
Transportation projects	-	-	-	-	1,461,256	-	-	1,461,256	3,250,866
Law enforcement	-	-	-	-	-	-	-	-	264,601
Recreation and human services	-	-	-	34,949	-	-	-	34,949	52,649
Unassigned	-	-	-	-	-	(74,121)	-	(74,121)	(74,121)
Total fund balances	3	637,375	637,378	34,949	1,461,256	(74,121)	795,921	2,218,005	6,358,957
Total liabilities, deferred inflows of resources, and fund balances	$ 3	$ 637,464	$ 637,467	$ 34,949	$ 1,472,191	$ 32,774	$ 908,324	$ 2,448,238	$ 6,923,819

See notes to basic financial statements.

NORTH BAY VILLAGE
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Special Revenue Funds								
	Grant Administration Fund	State Forfeiture Fund	Federal Forfeiture Fund	Building Fees Fund	Street Maintenance Fund	Children's Services Fund	Transportation Fund	Police Improvement Fund	Total Special Revenue Funds
REVENUES									
Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ 504,588	$ -	$ 504,588
Grants	82,816	-	-	-	-	-	-	-	82,816
Licenses and permits	-	-	-	756,402	-	-	-	-	756,402
Intergovernmental revenue	-	-	-	-	207,249	142,440	-	-	349,689
Charges for services	-	-	-	5,803	-	-	-	-	5,803
Fines and forfeitures	-	-	17,160	-	-	-	9,125	-	26,285
Interest income	-	239	1,834	5,819	1,353	-	6,802	170	16,217
Other	-	85,470	19,025	171,640	12,053	-	18,625	-	306,813
Total revenues	82,816	85,709	38,019	939,664	220,655	142,440	539,140	170	2,048,613
EXPENDITURES									
Current:									
Public safety	67,928	-	136,763	-	-	-	-	-	204,691
Public Works	-	-	-	-	305,684	-	91,477	-	397,161
Building, planning and zoning	-	-	-	751,663	-	-	-	-	751,663
Recreation and human services	-	-	-	-	-	155,009	-	-	155,009
Debt Service:									
Principal	7,208	-	7,208	28,023	10,602	-	-	-	53,041
Interest and other charges	-	-	-	3,055	1,790	-	-	-	4,845
Capital outlay	33,433	-	48,499	24,999	232,057	-	12,360	-	351,348
Total expenditures	108,569	-	192,470	807,740	550,133	155,009	103,837	-	1,917,758
Excess (deficiency) of revenues over (under) expenditures	(25,753)	85,709	(154,451)	131,924	(329,478)	(12,569)	435,303	170	130,855
OTHER FINANCING SOURCES (USES)									
Proceeds from sale of capital assets	-	27,550	-	-	11,600	-	-	-	39,150
Proceeds from subscriptions	33,433	-	33,432	-	-	-	-	-	66,865
Transfers in	-	-	-	-	500,653	10,861	55,248	-	566,762
Transfers out	-	-	-	-	-	-	(135,816)	-	(135,816)
Total other financing sources (uses)	33,433	27,550	33,432	-	512,253	10,861	(80,568)	-	536,961
Net change in fund balances	7,680	113,259	(121,019)	131,924	182,775	(1,708)	354,735	170	667,816
Fund balances - beginning	-	15,693	209,184	926,265	190,699	19,408	1,434,875	39,634	2,835,758
Fund balances - ending	$ 7,680	$ 128,952	$ 88,165	$ 1,058,189	$ 373,474	$ 17,700	$ 1,789,610	$ 39,804	$ 3,503,574

See notes to basic financial statements.

NORTH BAY VILLAGE
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Debt Service Funds			Capital Project Funds					
	Roadway Improvement Projects Debt Service Fund	Debt Service Fund	Total Debt Service Funds	Parks Improvements Fund	CITT Roadway Improvements Fund	Capital Projects Fund - ARPA	Capital Projects Fund	Total Capital projects Funds	Total Nonmajor Governmental Funds
REVENUES									
Taxes	$ -	$ 997,663	$ 997,663	$ -	$ -	$ -	$ -	$ -	$ 1,502,251
Grants	-	-	-	-	-	-	-	-	82,816
Licenses and permits	-	-	-	-	-	-	-	-	756,402
Intergovernmental revenue	-	-	-	-	-	-	25,366	25,366	375,055
Charges for services	-	-	-	-	-	-	-	-	5,803
Fines and forfeitures	-	-	-	-	-	-	-	-	26,285
Interest income	-	1,914	1,914	149	16,443	2,500	4,015	23,107	41,238
Other	-	-	-	-	-	-	9,492	9,492	316,305
Total revenues	-	999,577	999,577	149	16,443	2,500	38,873	57,965	3,106,155
EXPENDITURES									
Current:									
General government	-	-	-	-	-	-	533	533	533
Public safety	-	-	-	-	-	-	-	-	204,691
Public Works	-	-	-	-	-	-	-	-	397,161
Building, planning and zoning	-	-	-	-	-	-	-	-	751,663
Recreation and human services	-	-	-	-	-	-	-	-	155,009
Debt Service:									
Principal	95,000	497,857	592,857	-	-	-	-	-	645,898
Interest and other charges	16,056	128,041	144,097	-	-	-	-	-	148,942
Capital outlay	-	-	-	-	42,485	-	223,859	266,344	617,692
Total expenditures	111,056	625,898	736,954	-	42,485	-	224,392	266,877	2,921,589
Excess (deficiency) of revenues over (under) expenditures	(111,056)	373,679	262,623	149	(26,042)	2,500	(185,519)	(208,912)	184,566
OTHER FINANCING SOURCES (USES)									
Proceeds from sale of capital assets	-	-	-	-	-	-	-	-	39,150
Proceeds from subscriptions	-	-	-	-	-	-	-	-	66,865
Transfers in	111,056	-	111,056	-	23,616	260,218	1,144	284,978	962,796
Transfers out	-	-	-	-	-	(1,320,145)	-	(1,320,145)	(1,455,961)
Total other financing sources (uses)	111,056	-	111,056	-	23,616	(1,059,927)	1,144	(1,035,167)	(387,150)
Net change in fund balances	-	373,679	373,679	149	(2,426)	(1,057,427)	(184,375)	(1,244,079)	(202,584)
Fund balances - beginning	3	263,696	263,699	34,800	1,463,682	983,306	980,296	3,462,084	6,561,541
Fund balances - ending	$ 3	$ 637,375	$ 637,378	$ 34,949	$ 1,461,256	$ (74,121)	$ 795,921	$ 2,218,005	$ 6,358,957

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - GRANT ADMINISTRATION
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Grants	$ 138,293	$ 139,511	$ 82,816	$ (56,695)
Total revenues	138,293	139,511	82,816	(56,695)
EXPENDITURES				
Current:				
Public safety	45,000	46,218	67,928	(21,710)
Debt Service:				
Principal	-	-	7,208	(7,208)
Capital outlay	93,293	93,293	33,433	59,860
Total expenditures	138,293	139,511	108,569	30,942
Excess (deficiency) of revenues over (under) expenditures	-	-	(25,753)	(25,753)
OTHER FINANCING SOURCES (USES)				
Issuance of debt - subscription	-	-	33,433	(33,433)
Total other financing sources (uses)	-	-	33,433	(33,433)
Net change in fund balance	$ -	$ -	7,680	$ (59,186)
Fund balances - beginning			-	
Fund balances - ending			$ 7,680	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - BUILDING FEES FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Licenses and permits	$ 466,000	$ 657,409	$ 756,402	$ 98,993
Charges for services	-	-	5,803	5,803
Other	43,759	43,759	171,640	127,881
Total revenues	509,759	701,168	933,845	238,496
EXPENDITURES				
Current:				
Building, planning and zoning	541,859	733,268	751,663	(18,395)
Debt Service:				
Principal	-	-	28,023	(28,023)
Interest and other charges	-	-	3,055	(3,055)
Capital outlay	65,000	65,000	24,999	40,001
Total expenditures	606,859	798,268	807,740	(9,472)
Excess (deficiency) of revenues over (under) expenditures	(97,100)	(97,100)	126,105	229,024
OTHER FINANCING SOURCES (USES)				
Transfers in	38,000	38,000	-	38,000
Total other financing sources (uses)	38,000	38,000	-	38,000
Net change in fund balance	$ (59,100)	$ (59,100)	126,105	$ 267,024
Fund balances - beginning			926,265	
Fund balances - ending			$ 1,052,370	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - STREET MAINTENANCE FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Intergovernmental revenue	$ 311,118	$ 311,118	$ 207,249	$ (103,869)
Other	9,335	9,336	12,053	2,717
Total revenues	320,453	320,454	219,302	(99,799)
EXPENDITURES				
Current:				
Public Works	341,106	363,649	305,684	57,965
Debt Service:				
Principal	-	-	10,602	(10,602)
Interest and other charges	-	-	1,790	(1,790)
Capital outlay	480,000	495,841	232,057	263,784
Total expenditures	821,106	859,490	550,133	309,357
Excess (deficiency) of revenues over (under) expenditures	(500,653)	(539,036)	(330,831)	209,558
OTHER FINANCING SOURCES (USES)				
Proceeds from sale of capital assets	-	-	11,600	(11,600)
Transfers in	500,653	500,653	500,653	-
Total other financing sources (uses)	500,653	500,653	512,253	(11,600)
Net change in fund balance	$ -	$ (38,383)	181,422	$ 197,958
Fund balances - beginning			190,699	
Fund balances - ending			$ 372,121	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - CHILDREN'S SERVICES FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Intergovernmental revenue	$ 169,252	$ 169,252	$ 142,440	$ (26,812)
Total revenues	169,252	169,252	142,440	(26,812)
EXPENDITURES				
Current:				
Recreation and human services	185,543	185,543	155,009	30,534
Total expenditures	185,543	185,543	155,009	30,534
Excess (deficiency) of revenues over (under) expenditures	(16,291)	(16,291)	(12,569)	3,722
OTHER FINANCING SOURCES (USES)				
Transfers in	16,291	16,291	10,861	5,430
Total other financing sources (uses)	16,291	16,291	10,861	5,430
Net change in fund balance	$ -	$ -	(1,708)	$ 9,152
Fund balances - beginning			19,408	
Fund balances - ending			$ 17,700	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - TRANSPORTATION FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Taxes	$ 410,000	$ 410,000	$ 504,588	$ 94,588
Intergovernmental revenue	840,500	840,500	-	(840,500)
Fines and forfeitures	3,000	3,000	9,125	6,125
Interest income	350	350	6,802	6,452
Other	-	-	18,625	18,625
Total revenues	1,253,850	1,253,850	539,140	(714,710)
EXPENDITURES				
Current:				
Public Works	117,625	117,625	91,477	26,148
Capital outlay	1,057,000	1,158,638	12,360	1,146,278
Total expenditures	1,174,625	1,276,263	103,837	1,172,426
Excess (deficiency) of revenues over (under) expenditures	79,225	(22,413)	435,303	457,716
OTHER FINANCING SOURCES (USES)				
Transfers in	55,248	55,248	55,248	-
Transfers out	(111,056)	(111,056)	(135,816)	24,760
Total other financing sources (uses)	(55,808)	(55,808)	(80,568)	24,760
Net change in fund balance	$ 23,417	$ (78,221)	354,735	$ 482,476
Fund balances - beginning			1,434,875	
Fund balances - ending			$ 1,789,610	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - ROADWAY IMPROVEMENT PROJECTS DEBT SERVICE FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES	$ -	$ -	$ -	$ -
EXPENDITURES				
Debt Service:				
Principal	95,000	95,000	95,000	-
Interest and other charges	16,056	16,056	16,056	-
Total expenditures	111,056	111,056	111,056	-
Excess (deficiency) of revenues over (under) expenditures	(111,056)	(111,056)	(111,056)	-
OTHER FINANCING SOURCES (USES)				
Transfers in	111,056	111,056	111,056	-
Total other financing sources (uses)	111,056	111,056	111,056	-
Net change in fund balance	$ -	$ -	-	$ -
Fund balances - beginning			3	
Fund balances - ending			$ 3	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - DEBT SERVICE FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Taxes	$ 1,033,678	$ 1,033,678	$ 997,663	$ (36,015)
Total revenues	1,033,678	1,033,678	997,663	(34,101)
EXPENDITURES				
Debt Service:				
Principal	823,204	823,204	497,857	325,347
Interest and other charges	210,474	210,474	128,041	82,433
Total expenditures	1,033,678	1,033,678	625,898	407,780
Excess (deficiency) of revenues over (under) expenditures	-	-	371,765	373,679
Net change in fund balance	$ -	$ -	371,765	$ 373,679
Fund balances - beginning			263,696	
Fund balances - ending			$ 635,461	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - CITT ROADWAY CAPITAL IMPROVEMENTS FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Interest income	$ -	$ -	$ 16,443	$ 16,443
Total revenues	-	-	16,443	16,443
EXPENDITURES				
Capital outlay	150,000	350,974	42,485	308,489
Total expenditures	150,000	350,974	42,485	308,489
Excess (deficiency) of revenues over (under) expenditures	(150,000)	(350,974)	(26,042)	324,932
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	23,616	(23,616)
Total other financing sources (uses)	-	-	23,616	(23,616)
Net change in fund balance	$ (150,000)	$ (350,974)	(2,426)	$ 301,316
Fund balances - beginning			1,463,682	
Fund balances - ending			$ 1,461,256	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - CAPITAL PROJECTS FUND - ARPA
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES	$ -	$ -	$ -	$ -
EXPENDITURES				
Capital outlay	2,660,378	3,254,181	-	3,254,181
Total expenditures	2,660,378	3,254,181	-	3,254,181
Excess (deficiency) of revenues over (under) expenditures	(2,660,378)	(3,254,181)	-	3,256,681
OTHER FINANCING SOURCES (USES)				
Transfers in	-	110,788	260,218	(149,430)
Transfers out	-	-	(1,320,145)	1,320,145
Total other financing sources (uses)	-	110,788	(1,059,927)	1,170,715
Net change in fund balance	$ (2,660,378)	$ (3,143,393)	(1,059,927)	$ 4,427,396
Fund balances - beginning			983,306	
Fund balances - ending			$ (76,621)	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - CAPITAL PROJECTS FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Grants	$ 3,000,000	$ 3,000,000	$ -	$ (3,000,000)
Intergovernmental revenue	994,500	1,067,500	25,366	(1,042,134)
Other	585,000	771,958	9,492	(762,466)
Total revenues	4,579,500	4,839,458	34,858	(4,800,585)
EXPENDITURES				
Current:				
General government	-	-	533	(533)
Capital outlay	5,541,000	6,295,939	223,859	6,072,080
Total expenditures	5,541,000	6,295,939	224,392	6,071,547
Excess (deficiency) of revenues over (under) expenditures	(961,500)	(1,456,481)	(189,534)	1,270,962
OTHER FINANCING SOURCES (USES)				
Proceeds from long-term debt, net	571,500	571,500	-	571,500
Transfers in	-	46,986	1,144	45,842
Total other financing sources (uses)	571,500	618,486	1,144	617,342
Net change in fund balance	$ (390,000)	$ (837,995)	(188,390)	$ 1,888,304
Fund balances - beginning			980,296	
Fund balances - ending			$ 791,906	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - CAPITAL PROJECTS GOB FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Interest income	$ -	$ -	$ 16,238	$ 16,238
Total revenues	-	-	16,238	16,238
EXPENDITURES				
Debt Service:				
Interest and other charges	-	-	51,001	(51,001)
Capital outlay	470,000	470,000	348,315	121,685
Total expenditures	470,000	470,000	399,316	70,684
Excess (deficiency) of revenues over (under) expenditures	(470,000)	(470,000)	(383,078)	86,922
OTHER FINANCING SOURCES (USES)				
Proceeds from long-term debt, net	7,501,285	7,501,285	7,500,000	1,285
Transfers in	-	-	183,769	(183,769)
Total other financing sources (uses)	7,501,285	7,501,285	7,683,769	(182,484)
Net change in fund balance	$ 7,031,285	$ 7,031,285	7,300,691	$ (95,562)
Fund balances - beginning			41,182	
Fund balances - ending			$ 7,341,873	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - CAPITAL PROJECTS GOB 2022 PARKS PROJECT
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Interest income	$ -	$ -	$ 38,948	$ 38,948
Total revenues	-	-	38,948	38,948
EXPENDITURES				
Current:				
General government	290,000	290,000	-	290,000
Capital outlay	3,166,000	3,413,027	31,185	3,381,842
Total expenditures	3,456,000	3,703,027	31,185	3,671,842
Excess (deficiency) of revenues over (under) expenditures	(3,456,000)	(3,703,027)	7,763	3,710,790
OTHER FINANCING SOURCES (USES)				
Transfers out	-	-	(150,769)	150,769
Total other financing sources (uses)	-	-	(150,769)	150,769
Net change in fund balance	$ (3,456,000)	$ (3,703,027)	(143,006)	$ 3,861,559
Fund balances - beginning			3,456,020	
Fund balances - ending			$ 3,313,014	

See notes to basic financial statements.

STATISTICAL SECTION

STATISTICAL SECTION

This part of North Bay Village's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the Village's overall financial health.

Contents	Page
Financial Trends	
These schedules contain trend information to help the reader understand how the Village's financial performance and well-being have changed over time.	**69-73**
Revenue Capacity	
These schedules contain information to help the reader assess the Village's most significant local revenue source, the property tax.	**74-78**
Debt Capacity	
These schedules present information to help the reader assess the affordability of the Village's current levels of outstanding debt and the Village's ability to issue additional debt in the future.	**79-82**
Demographic and Economic Information	
These schedules offer demographic and economic indicators to help the reader understand the environment within which the Village's financial activities take place.	**83-84**
Operating Information	
These schedules contain service and infrastructure data to help the reader understand how the information in the Village's financial report relates to the services the Village provides and the activities it performs.	**85-87**

NORTH BAY VILLAGE, FLORIDA
NET POSITION BY COMPONENT
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	2014	2015	2016	2017 [1]	2018	2019	2020	2021	2022 [2]	2023
Governmental Activities:										
Net investment in capital assets	$ 3,161,974	$ 3,468,637	$ 3,887,834	$ 4,028,050	$ 4,134,161	$ 4,728,103	$ 3,535,691	$ 5,523,934	$ 6,049,864	$ 6,710,170
Restricted	1,724,697	1,434,461	1,838,289	1,897,794	2,009,931	2,021,147	3,939,703	3,534,421	9,086,678	16,675,781
Unrestricted (deficit)	85,083	(3,300,953)	(3,387,282)	(3,951,483)	(4,512,397)	(5,603,301)	(7,025,349)	(5,665,036)	(9,001,351)	(12,984,397)
Total governmental activities, net position	$ 4,971,754	$ 1,602,145	$ 2,338,841	$ 1,974,361	$ 1,631,695	$ 1,145,949	$ 450,045	$ 3,393,319	$ 6,135,191	$ 10,401,554
Business-Type Activities:										
Net investment in capital assets	$ 8,082,710	$ 8,402,023	$ 8,440,175	$ 9,394,287	$ 11,055,898	$ 11,384,274	$ 7,980,181	$ 7,208,169	$ 7,982,938	$ 8,327,805
Unrestricted (deficit)	889,675	270,010	705,341	139,561	(1,243,696)	(1,886,054)	1,982,069	3,113,416	3,287,397	4,381,514
Total business-type activities, net position	$ 8,972,385	$ 8,672,033	$ 9,145,516	$ 9,533,848	$ 9,812,202	$ 9,498,220	$ 9,962,250	$ 10,321,585	$ 11,270,335	$ 12,709,319
Primary Government:										
Net investment in capital assets	$ 11,244,684	$ 11,870,660	$ 12,328,009	$ 13,422,337	$ 15,190,059	$ 16,112,377	$ 11,515,872	$ 12,732,103	$ 14,032,802	$ 15,037,975
Restricted	1,724,697	1,434,461	1,838,289	1,897,794	2,009,931	2,021,147	3,939,703	3,534,421	9,086,678	16,675,781
Unrestricted (deficit)	974,758	(3,030,943)	(2,681,941)	(3,811,922)	(5,756,093)	(7,489,355)	(5,043,280)	(2,551,620)	(5,675,617)	(8,602,883)
Total primary government, net position	$ 13,944,139	$ 10,274,178	$ 11,484,357	$ 11,508,209	$ 11,443,897	$ 10,644,169	$ 10,412,295	$ 13,714,904	$ 17,443,863	$ 23,110,873

[1] Fiscal year 2017 unrestricted net assets have been restated due to the implementation of GASB 75.
[2] Fiscal year 2022 unrestricted net assets have been restated due to a correction of an error.

NORTH BAY VILLAGE, FLORIDA
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Expenses:										
Governmental activities:										
General government	$ 1,736,545	$ 1,645,316	$ 2,416,720	$ 2,954,893	$ 3,127,620	$ 3,901,795	$ 3,325,014	$ 2,454,219	$ 3,167,123	$ 2,844,138
Public safety	4,393,099	4,754,552	5,401,548	5,974,821	6,620,019	6,317,731	6,714,598	5,193,586	6,466,389	8,352,880
Public works	581,419	595,935	662,229	765,252	792,985	977,997	1,110,343	665,142	804,346	642,273
Building, planning and zoning	616,483	787,048	635,329	461,411	663,846	556,734	463,238	447,401	859,978	753,462
Recreation and human services	393,421	465,644	519,026	527,163	527,727	555,941	714,022	550,391	520,723	688,294
Interest and fiscal charges	254,548	249,618	235,061	220,145	306,276	231,575	259,283	254,551	352,615	421,563
Total governmental activities	7,975,515	8,498,113	9,869,913	10,903,685	12,038,473	12,541,773	12,586,498	9,565,290	12,171,174	13,702,610
Business-type activities:										
Utility	5,033,035	5,547,846	4,368,279	5,105,373	4,929,420	4,811,930	5,154,453	6,320,663	6,697,064	7,563,731
Stormwater utility	85,522	181,792	100,658	69,205	67,303	77,604	127,863	525,536	593,017	425,473
Total business-type activities	5,118,557	5,729,638	4,468,937	5,174,578	4,996,723	4,889,534	5,282,316	6,846,199	7,290,081	7,989,204
Total primary government expenses	$ 13,094,072	$ 14,227,751	$ 14,338,850	$ 16,078,263	$ 17,035,196	$ 17,431,307	$ 17,868,814	$ 16,411,489	$ 19,461,255	$ 21,691,814
Program Revenues:										
Governmental activities:										
Charges for services:										
General government	$ 335,664	$ 241,624	$ 676,382	$ 307,184	$ 327,257	$ 135,049	$ 121,997	$ 178,852	$ 289,527	$ 348,863
Public safety	408,621	371,820	682,957	659,967	425,375	351,330	426,191	434,269	431,519	465,833
Building, planning and zoning	660,858	891,984	570,814	519,083	698,376	528,311	511,296	541,223	1,801,159	950,150
Parks and recreation	539,220	-	-	15,216	17,543	9,600	-	-	-	8,550
Operating grants and contributions	406,728	2,034	475,649	840,492	536,436	990,703	840,338	1,556,779	1,858,690	3,071,469
Capital grants and contributions	110,167	428,419	-	-	-	200,000	61,478	362,604	499,818	1,445,511
Total governmental activities program revenues	2,461,258	1,935,881	2,405,802	2,341,942	2,004,987	2,214,993	1,961,300	3,073,727	4,880,713	6,290,376
Business-type activities:										
Charges for services:										
Utility	5,030,856	5,002,504	5,608,193	6,196,972	5,923,470	5,891,918	6,439,021	6,930,585	7,635,999	7,373,104
Stormwater utility	110,868	112,927	116,178	116,575	116,111	114,606	115,218	115,301	230,544	461,131
Operating grants and contributions	-	-	-	125,620	-	-	-	-	-	-
Capital grants and contributions	-	599,232	-	12,195	6,360	120,000	340,895	150,000	51,000	244,168
Total business-type activities program revenues	5,141,724	5,714,663	5,724,371	6,451,362	6,045,941	6,126,524	6,895,134	7,195,886	7,917,543	8,078,403
Total primary government program revenues	$ 7,602,982	$ 7,650,544	$ 8,130,173	$ 8,793,304	$ 8,050,928	$ 8,341,517	$ 8,856,434	$ 10,269,613	$ 12,798,256	$ 14,368,779

NORTH BAY VILLAGE, FLORIDA
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)
(CONTINUED)

	Fiscal Year									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Net Expense/Revenue:										
Governmental activities	$ (6,562,232)	$ (7,464,111)	$ (8,561,743)	$ (10,033,486)	$ (10,326,780)	$ (10,326,780)	$ (10,625,198)	$ (6,491,563)	$ (7,290,461)	$ (7,412,234)
Business-type activities	(14,975)	1,255,434	1,276,784	1,049,218	1,236,990	1,236,990	1,612,818	349,687	627,462	89,199
Total primary government, net expense	$ (6,577,207)	$ (6,208,677)	$ (7,284,959)	$ (8,984,268)	$ (9,089,790)	$ (9,089,790)	$ (9,012,380)	$ (6,141,876)	$ (6,662,999)	$ (7,323,035)
General Revenues and Other:										
Changes in net position:										
Governmental activities:										
Taxes:										
Ad valorem taxes	$ 4,248,100	$ 4,572,398	$ 4,973,592	$ 5,164,809	$ 6,289,190	$ 6,325,883	$ 6,408,988	$ 6,966,828	$ 7,327,998	$ 8,251,135
Franchise fees	441,194	435,354	434,029	444,495	443,794	465,277	447,585	459,673	528,447	591,822
Utility service taxes	550,901	559,998	586,646	604,737	616,445	626,557	620,874	632,833	661,904	754,331
Sales tax	538,419	574,061	603,513	630,296	705,644	712,273	612,775	743,227	899,478	875,828
Intergovernmental - unrestricted	575,123	584,677	581,142	587,791	631,448	532,515	449,033	490,017	558,010	554,563
Interest income	44,599	42,624	42,983	49,654	43,418	43,992	43,221	35,608	4,122	134,546
Loss on disposal of capital assets	-	-	-	-	-	-	(1,984)	(13,938)	-	(4,308)
Miscellaneous revenues	142,255	219,456	196,902	134,976	189,837	197,445	199,298	120,589	284,449	1,840,825
Transfers	-	-	782,000	816,303	771,044	937,092	1,149,504	-	(391,694)	(1,320,145)
Total governmental activities	6,540,591	6,988,568	8,200,807	8,433,061	9,690,820	9,841,034	9,929,294	9,434,837	9,872,714	11,678,597
Business-type activities:										
Interest income	13	339	49	100	180	244	716	1,296	1,977	29,640
Miscellaneous	-	-	-	-	-	-	-	8,352	176	-
Transfers	-	-	(782,000)	(816,303)	(771,044)	(937,092)	(1,149,504)	-	391,694	1,320,145
Total business-type activities	13	339	(781,951)	(816,203)	(770,864)	(936,848)	(1,148,788)	9,648	393,847	1,349,785
Total primary government	$ 6,540,604	$ 6,988,907	$ 7,418,856	$ 7,616,858	$ 8,919,956	$ 8,904,186	$ 8,780,506	$ 9,444,485	$ 10,266,561	$ 13,028,382
Change in Net Position:										
Governmental activities	$ (21,641)	$ (475,543)	$ (360,936)	$ (1,600,425)	$ (635,960)	$ (485,746)	$ (695,904)	$ 2,943,274	$ 2,582,253	$ 4,266,363
Business-type activities	(14,962)	1,255,773	494,833	233,015	466,126	300,142	464,030	359,335	1,021,309	1,438,984
Total primary government	$ (36,603)	$ 780,230	$ 133,897	$ (1,367,410)	$ (169,834)	$ (185,604)	$ (231,874)	$ 3,302,609	$ 3,603,562	$ 5,705,347

NORTH BAY VILLAGE, FLORIDA
FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

	2014	2015	2016	2017	2018	2019	2020	2021	2022 [1]	2023
General Fund:										
Nonspendable	$ 79,594	$ 98,796	$ 95,284	$ 22,418	$ 39,451	$ 27,254	$ 55,762	$ 155,153	$ 165,412	$ 192,858
Restricted	70,455	-	-	-	-	-	226,000	-	-	-
Assigned	1,112,200	1,197,180	1,282,999	1,497,919	1,674,570	1,759,352	1,843,724	2,006,152	1,812,258	1,870,393
Unassigned	653,681	1,014,515	1,182,833	1,058,737	1,236,890	995,552	705,186	1,594,078	2,172,011	6,315,785
Total General Fund	$ 1,915,930	$ 2,310,491	$ 2,561,116	$ 2,579,074	$ 2,950,911	$ 2,782,158	$ 2,830,672	$ 3,755,383	$ 4,149,681	$ 8,379,036
All other governmental funds:										
Nonspendable	$ 586	$ -	$ 1,171	$ 1,028	$ -	$ -	$ -	$ 4,530	$ 4,739	$ 4,751
Restricted	2,850,373	2,546,023	2,900,551	2,592,079	2,083,138	2,021,981	3,724,691	3,682,178	9,127,860	16,675,781
Unassigned (deficit)	-	-	-	-	-	(151,041)	(641,490)	52,106	(133,783)	(64,756)
Total all other governmental funds	$ 2,850,959	$ 2,546,023	$ 2,901,722	$ 2,593,107	$ 2,083,138	$ 1,870,940	$ 3,083,201	$ 3,738,814	$ 8,998,816	$ 16,615,776

[1] Fiscal year 2022 unassigned and restricted fund balances have been restated due to a correction of an error.

NORTH BAY VILLAGE, FLORIDA
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Revenues:										
Taxes	$ 5,076,403	$ 5,430,674	$ 5,873,265	$ 6,097,616	$ 7,277,979	$ 7,362,598	$ 7,340,505	$ 8,000,637	$ 8,494,247	$ 9,510,054
Licenses and permits	731,398	947,087	651,276	627,290	791,439	528,311	511,296	541,223	1,801,049	812,650
Franchise fees	441,194	453,853	452,528	463,044	467,772	465,277	447,585	459,673	528,447	574,865
Intergovernmental	1,363,533	1,294,336	1,351,976	1,425,940	1,808,173	1,783,028	1,397,870	2,487,284	2,295,329	3,134,594
Charges for services	61,071	61,346	75,546	53,889	98,938	245,599	132,882	180,712	296,395	375,289
Fines and forfeitures	311,951	416,021	748,538	712,990	454,921	420,328	580,547	497,390	543,348	503,121
Impact fees	768,172	2,840	400,000	5,812	2,906	-	49,008	3,520	-	-
Interest income	44,599	42,624	42,983	49,654	43,418	43,992	43,221	35,613	4,122	134,546
Miscellaneous	203,528	275,668	228,497	212,770	285,817	233,497	250,407	300,182	1,176,043	4,105,143
Total revenues	9,001,849	8,924,449	9,824,609	9,649,005	11,231,363	11,082,630	10,753,321	12,506,234	15,138,980	19,150,262
Expenditures:										
Current:										
General government	1,632,209	1,602,527	2,292,938	2,752,828	2,987,966	3,536,655	3,161,202	2,452,678	2,394,120	2,195,837
Public safety	4,030,054	4,565,865	4,995,588	5,290,496	5,933,373	5,774,838	6,028,461	5,617,279	6,122,133	6,811,973
Public works	410,981	448,915	491,030	557,108	636,554	764,054	919,161	540,357	464,739	397,161
Building, planning and zoning	594,293	786,817	631,027	458,855	659,243	510,001	451,571	458,284	857,591	751,663
Recreation and human services	353,715	349,056	370,355	411,465	418,270	471,913	467,079	465,703	462,760	534,345
Capital outlay	154,637	424,357	566,499	637,165	3,131,581	577,807	350,990	660,559	1,230,668	1,330,953
Debt service:										
Principal	392,857	402,857	412,857	422,857	432,857	487,857	502,857	2,827,857	1,074,251	1,429,973
Interest expense	268,518	254,430	239,991	225,191	228,558	277,548	260,118	258,538	324,129	383,678
Cost of issuance	-	-	-	-	62,137	-	-	-	-	-
Total expenditures	7,837,264	8,834,824	10,000,285	10,755,965	14,490,539	12,400,673	12,141,439	13,281,255	12,930,391	13,835,583
Excess (deficiency) of revenues over expenditures	1,164,585	89,625	(175,676)	(1,106,960)	(3,259,176)	(1,318,043)	(1,388,118)	(775,021)	2,208,589	5,314,679
Other Financing Sources (Uses):										
Issuance of debt	-	-	-	-	2,350,000	-	1,500,000	2,350,000	3,525,000	7,500,000
Lease proceeds	-	-	-	-	-	-	-	-	236,306	240,441
Proceeds from sale of capital assets	-	-	-	-	-	-	-	5,345	-	44,475
Subscriptions	-	-	-	-	-	-	-	-	-	66,865
Transfers in	239,195	75,186	860,582	922,069	3,257,064	1,301,012	1,801,708	1,291,666	3,235,394	1,146,565
Transfers out	(239,195)	(75,186)	(78,582)	(105,766)	(2,486,020)	(363,920)	(652,204)	(1,291,666)	(3,627,088)	(2,466,710)
Total other financing sources (uses)	-	-	782,000	816,303	3,121,044	937,092	2,649,504	2,355,345	3,369,612	6,531,636
Net change in fund balances	$ 1,164,585	$ 89,625	$ 606,324	$ (290,657)	$ (138,132)	$ (380,951)	$ 1,261,386	$ 1,580,324	$ 5,578,201	$ 11,846,315
Debt service as a percentage of noncapital expenditures	8.61%	7.82%	6.92%	6.40%	6.37%	6.47%	6.47%	24.46%	11.95%	14.50%

NORTH BAY VILLAGE, FLORIDA
GOVERNMENTAL ACTIVITIES TAX REVENUES BY SOURCE
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

Fiscal Year	Tax Roll Year	Ad Valorem Taxes	Utility Taxes	Franchise Fees	Sales Tax	Total
2014	2013	3,809,173	508,687	392,198	504,473	5,214,531
2015	2014	4,248,100	550,901	441,194	538,419	5,778,614
2016	2015	4,572,398	559,998	435,354	574,061	6,141,811
2017	2016	4,973,592	586,646	434,029	603,513	6,597,780
2018	2017	5,164,809	604,737	444,495	630,296	6,844,337
2019	2018	6,289,190	616,445	443,794	705,644	8,055,073
2020	2019	6,325,883	626,557	465,277	712,273	8,129,990
2021	2020	6,408,988	620,874	447,585	612,775	8,090,222
2022	2021	7,327,998	661,904	528,447	899,478	9,417,827
2023	2022	8,251,135	754,331	591,822	875,828	10,473,116

NORTH BAY VILLAGE, FLORIDA
GENERAL GOVERNMENTAL TAX REVENUES BY SOURCE
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

Fiscal Year	Taxes	Inter-Governmental	Licenses and Permits	Charges for Services	Fines and Forfeitures	Interest Income	Other	Total
2014	5,517,597	1,363,533	731,398	61,071	311,951	44,599	971,700	9,001,849
2015	5,884,527	1,294,336	947,087	61,346	416,021	42,624	278,508	8,924,449
2016	6,325,793	1,351,976	651,276	75,546	748,538	42,983	628,497	9,824,609
2017	6,560,660	1,425,940	627,290	53,889	712,990	49,654	218,582	9,649,005
2018	7,745,751	1,808,173	791,439	98,938	454,921	43,418	288,723	11,231,363
2019	7,827,875	1,783,028	528,311	245,599	420,328	43,992	233,497	11,082,630
2020	7,788,090	1,397,870	511,296	132,882	580,547	43,221	299,415	10,753,321
2021	8,460,310	2,487,284	541,223	180,712	497,390	35,613	303,702	12,506,234
2022	9,022,694	2,295,329	1,801,049	296,395	543,348	4,122	1,176,043	15,138,980
2023	10,084,919	3,134,594	812,650	375,289	503,121	134,546	4,105,143	19,150,262

NORTH BAY VILLAGE, FLORIDA

ASSESSED VALUE AND ESTIMATED ACTUAL ASSESSED VALUE OF TAXABLE PROPERTY

LAST TEN FISCAL YEARS

Fiscal Year	Tax Roll Year	Real Property		Personal Property	Less: Exemptions		Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Taxable Value (1)	Assessed Value as a Percentage of Actual Taxable Value
		Residential	Commercial		Real Property	Personal Property				
2014	2013	$ 531,354,039	$ 178,964,256	$ 20,766,472	$ 62,828,916	$ 1,278,892	$ 666,976,959	6.5145	$ 669,073,746	100%
2015	2014	616,068,498	178,700,999	23,938,803	60,363,438	1,712,888	756,631,974	6.3313	747,944,185	101%
2016	2015	814,566,988	157,397,809	21,208,043	62,255,297	1,671,676	929,245,867	6.2088	824,421,583	113%
2017	2016	930,205,959	192,477,866	19,580,751	64,261,256	1,607,228	1,076,396,092	5.5540	959,707,508	112%
2018	2017	995,149,725	255,499,553	21,890,635	65,952,699	1,993,470	1,204,593,744	6.2698	1,032,057,949	117%
2019	2018	1,014,194,745	263,797,913	26,242,586	65,844,140	2,027,574	1,236,363,530	6.1463	1,079,858,914	114%
2020	2019	1,123,025,763	172,012,042	31,777,515	233,261,976	2,347,055	1,091,206,289	6.1152	1,090,094,727	100%
2021	2020	1,086,452,791	169,512,775	32,480,706	204,124,571	2,312,252	1,082,009,449	6.6618	1,074,905,255	101%
2022	2021	942,346,155	359,351,866	31,296,255	213,718,312	1,563,788	1,117,712,176	6.8155	1,111,289,895	101%
2023	2022	896,102,123	463,525,369	32,512,671	255,042,484	1,359,736	1,135,737,943	6.5458	1,311,100,447	87%

Note: Florida Law requires that all property be assessed at current fair market value.

NORTH BAY VILLAGE, FLORIDA
PRINCIPAL PROPERTY TAXPAYERS
CURRENT YEAR AND NINE YEARS AGO

		Fiscal Year					
		2023			2014		
Taxpayer	Type of Use	Taxable Assessed Value	Rank	Percentage Total Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage Total Taxable Assessed Value
CLPF NBV LP	Rental Apartments	$ 65,480,000	1	5.77%	$ -	-	-
AG ICC MC Treasures Point LLC	Condominiums	24,500,000	2	2.16%	-	-	-
Sunbeam Television Corp	Utilities	18,100,212	3	1.59%	-	-	-
Treasurers on the Bay Master	Rental Apartments	17,520,000	4	1.54%	-	-	-
Coastal Condos LLC	Condominiums	10,774,171	5	0.95%	14,582,780	4	2.19%
Sunbeam Properties Inc.	Commercial	10,500,000	6	0.92%	-	-	-
Causeway Tower LLC	Office Building	9,000,000	7	0.79%	-	-	-
BMS North Bay Village LLC	Warehouse	8,331,204	8	0.73%	-	-	-
Florida Real Estate Company LLC	Vacant Commercial	7,216,710	9	0.64%	-	-	-
The Inn on the Bay LTD	Hotel	6,200,000	10	0.55%	7,433,825	8	1.11%
KMC EC II LLC	Apartments and Condo	-	-	-	61,046,713	1	9.15%
Lexi Development	Condominium	-	-	-	32,420,173	2	4.86%
Casa Marina Development	Vacant Commercial	-	-	-	17,680,000	3	2.65%
Isle of Dreams LLC	Utilities	-	-	-	11,027,010	5	1.65%
360 Developers LLC	Condominium	-	-	-	10,880,188	6	1.63%
Ness Racquet Club LLC	Vacant Commercial	-	-	-	10,080,000	7	1.51%
Royal Isle Apartment	Rental Apartments	-	-	-	6,810,018	9	1.02%
Pennsylvania Invest Prop LP	Commercial	-	-	-	5,972,500	10	0.90%
Totals		$ 177,622,297		15.64%	$ 177,933,207		26.68%

Source: Miami-Dade County - Office of the Property Appraiser.

NORTH BAY VILLAGE, FLORIDA

PROPERTY TAX LEVIES AND COLLECTIONS

LAST TEN FISCAL YEARS

Fiscal Year	Tax Roll Year	Property Tax Levy	Current Tax Collection [1]	Percentage of Current Tax Collections to Net Tax Levy	Delinquent Tax Collection	Total Tax Collection	Percentage of Total Tax Collection to Property Tax Levy
2014	2013	4,358,650	3,579,598	82.13%	*	3,579,598	82.13%
2015	2014	4,094,246	3,974,467	97.07%	*	3,974,467	97.07%
2016	2015	4,476,256	4,320,744	96.53%	*	4,320,744	96.53%
2017	2016	4,624,002	4,516,750	97.68%	*	4,516,750	97.68%
2018	2017	5,836,552	5,667,670	97.11%	*	5,667,670	97.11%
2019	2018	5,843,840	5,682,945	97.25%	*	5,682,945	97.25%
2020	2019	5,942,371	5,757,425	96.89%	*	5,757,425	96.89%
2021	2020	6,288,196	6,232,033	99.11%	*	6,232,033	99.11%
2022	2021	6,499,268	6,552,054	100.81%	*	6,552,054	100.81%
2023	2022	7,418,340	7,267,775	97.97%	*	7,267,775	97.97%

Source: Miami-Dade County, Florida, Tax Collector.

Notes: [1] Includes discounts taken by property taxpayers.

* Information is not available

NORTH BAY VILLAGE, FLORIDA
RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS

	Governmental Activities			Business-Type Activities				
Fiscal Year	General Obligation Bonds	Loan Payable	Leases and Subscriptions	State Revolving Loans	Capital Leases and Loan Payable	Total Primary Government	Percentage of Personal Income (1)	Per Capita (1)
2014	7,151,429	-	-	1,589,861	-	8,741,290	2.66%	1,113
2015	6,748,572	-	-	1,429,373	-	8,177,945	2.31%	1,000
2016	6,335,715	-	-	1,257,358	-	7,593,073	1.87%	848
2017	5,912,857	-	-	1,717,110	-	7,629,967	1.85%	850
2018	5,480,001	2,350,000	-	5,004,174	-	12,834,175	2.69%	1,429
2019	5,032,144	2,310,000	-	6,623,865	-	13,966,009	2.80%	1,539
2020	4,569,287	3,770,000	-	10,263,267	-	18,602,554	3.56%	2,052
2021	4,101,430	3,760,000	-	10,095,098	-	17,956,528	3.37%	2,187
2022	7,143,573	3,540,000	1,375,488	9,825,067	-	21,884,128	4.05%	2,667
2023	13,820,716	3,315,000	1,300,684	9,286,897	-	27,723,297	8.44%	3,455

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements.
(1) See the Schedule of Demographic and Economic Statistics for personal income and population data.

(2) Loan Payable is on Note 7 - Long Term Debt
The sum of Road Improvement Revenue Note Series 2020 and Series 2021

Series 2020	Series 2021	
1,220,000	2,095,000	3,315,000

(3) Note Long Term Debt the Total of Revolving State amount.

Page 30	Amount	9,286,897

NORTH BAY VILLAGE, FLORIDA
RATIOS OF GENERAL BONDED DEBT OUTSTANDING
LAST TEN FISCAL YEARS

Fiscal Year	Gross Bonded Debt	Less: Amounts Available in Debt Service Funds	Net Bonded Debt	Estimated Actual Taxable Value	Ratio of Net Bonded Debt to Assessed Value	Net Bonded Debt Per Capita (1)
2014	7,151,429	-	7,151,429	669,073,746	1.07%	910.89
2015	6,748,572	-	6,748,572	747,944,185	0.90%	825.21
2016	6,335,715	52,229	6,283,486	824,421,583	0.76%	702.14
2017	5,912,857	59,356	5,853,501	959,707,508	0.61%	652.35
2018	5,480,001	-	5,480,001	1,032,057,949	0.53%	610.18
2019	5,032,144	-	5,032,144	1,079,858,914	0.47%	554.57
2020	4,569,287	-	4,569,287	1,090,094,727	0.42%	504.11
2021	4,101,430	-	4,101,430	1,074,905,255	0.38%	499.50
2022	7,143,573	-	7,143,573	1,111,289,895	0.64%	870.53
2023	13,820,716	-	13,820,716	1,311,100,447	1.05%	1,722.42

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements.
(1) See the Schedule of Demographic and Economic Statistics for population data.

NORTH BAY VILLAGE, FLORIDA
LEGAL DEBT MARGIN INFORMATION
LAST TEN FISCAL YEARS

	Fiscal Year									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Debt limit	$ 1,751,798	$ 1,813,321	$ 2,090,147	$ 2,366,719	$ 3,039,721	$ 2,519,222	$ 2,217,491	$ 2,397,791	$ 2,618,627	$ 2,895,974
Total net debt applicable to limit	-	-	-	-	2,350,000	2,310,000	$ 799,287	$ 341,430	$ 2,225,000	$ 2,095,000
Legal debt margin	$ 1,751,798	$ 1,813,321	$ 2,090,147	$ 2,366,719	$ 689,721	$ 209,222	$ 1,418,204	$ 2,056,361	$ 393,627	$ 800,974
Total net debt applicable to the limit as a percentage of debt limit	0.00%	0.00%	0.00%	0.00%	77.31%	91.69%	36.04%	14.24%	84.97%	72.34%

Legal Debt Margin Calculation for Fiscal Year 2023

Current annual governmental funds fiscal budget	$ 14,479,869
Bonded debt limit - 20% of above	$ 2,895,974
Amount of debt applicable to debt limit:	
Total bonded debt:	$ 2,095,000
Less revenue bonds	$ -
Total net debt applicable to limit	$ 2,095,000
Legal Debt Margin [1]	$ 800,974

[1] General obligation bonds are not subject to the debt limit because they must be approved by referendum of the electorate.

NORTH BAY VILLAGE, FLORIDA
PLEDGED REVENUE COVERAGE
LAST TEN FISCAL YEARS

	State Revolving Fund Loans					
Fiscal Year	Gross Revenue	Operating Expenses *	Net Available Revenue	Principal	Interest	Coverage
2014	5,030,869	4,631,949	398,907	168,850	32,807	1.98
2015	5,008,300	5,158,918	(150,618)	160,488	40,342	(0.75)
2016	5,608,242	4,746,754	861,488	172,015	28,783	4.29
2017	6,334,887	4,701,409	1,633,478	128,781	28,158	0.00
2018	5,930,010	4,539,722	1,390,288	257,449	23,691	4.95
2019	5,884,268	4,101,102	1,783,166	315,067	55,615	4.81
2020	6,439,021	4,706,615	1,732,406	203,721	23,151	7.64
2021	6,930,585	5,494,528	1,436,057	230,102	76,275	4.69
2022	7,635,999	5,828,862	1,807,137	414,422	111,421	3.44
2023	7,373,104	6,708,159	664,945	538,170	132,485	0.99

* Total expenses exclude depreciation

NORTH BAY VILLAGE, FLORIDA
DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN FISCAL YEARS

Fiscal Year	Population (1)	Personal Income (Amounts Expressed in Thousands)	Per Capita Personal Income (2)	Unemployment Rate (3)
2014	7,851	$ 328,823	$ 41,883	5.0%
2015	8,178	353,927	43,278	6.0%
2016	8,949	406,643	45,440	5.6%
2017	8,973	413,189	46,048	4.7%
2018	8,981	477,322	53,148	3.6%
2019	9,074	498,181	54,902	2.5%
2020	9,064	523,111	57,713	13.0%
2021	8,211	532,475	64,849	4.9%
2022	8,206	540,423	65,857	2.7%
2023	8,024	328,438	40,932	4.3%

Data sources: Years are as of April 1 of each year per the University of Florida Bureau of Economics & Business Research.

Represents income per capita for Miami-Dade County as provided by the U.S. Department of Commerce, Bureau of Economic Analysis.

Florida Department of Labor, Bureau of Labor Market Information.

NORTH BAY VILLAGE, FLORIDA
OCCUPATIONAL EMPLOYMENT BY GROUP - MIAMI DADE COUNTY, FLORIDA
CURRENT YEAR AND NINE YEARS AGO

	Fiscal Year					
	2023			2013 [1]		
Occupational Groups	Employees	Rank	Percentage of Total Employment	Employees	Rank	Percentage of Total Employment
Office and Administrative Support	393,730	1	14.47%			
Sales and Related Occupations	306,440	2	11.26%			
Transportation and Material Moving	261,940	3	9.63%			
Food Preparation ad Serving Occupations	239,610	4	8.80%			
Healthcare Practioner and Technical Occ.	194,910	5	7.16%			
Business and financial operations	181,240	6	6.66%			
Management Occupations	174,870	7	6.43%			
Educational Instruction and Library Occ.	116,500	8	4.28%			
Installation, Maintenance, and Repair	112,080	9	4.12%			
Construction and Extraction	103,120	10	3.79%			
Building and Grounds Cleaning and Maint	94,870	11	3.49%			
Protective Service Occupations	89,640	12	3.29%			
Healthcare support	85,250	13	3.13%			
Production	77,760	14	2.86%			
Computer and mathematical science	68,660	15	2.52%			
Personal care and service	55,830	16	2.05%			
Legal Occupations	43,770	17	1.61%			
Community and social services	40,000	18	1.47%			
Arts, design, entertainment,	35,670	19	1.31%			
Architecture and engineering	25,170	20	0.93%			
Life, physical and social sciences	13,720	21	0.50%			
Farming, fishing and forestry	6,710	22	0.25%			
Total	2,721,490		100.00%			

Source: Represents Metropolitan and Nonmetropolitan Area Occupational Employment for the entire Miami-Miami Beach-Kendall, Florida Metropolitan Division as provided by the U.S. Department of Labor, Bureau of Labor Statistics as of May 2021. Estimates do not include self-employed workers.

[1] In 2020, the Bureau of Labor Statistics changed the manner in which they measured both the areas and occupational groupings. The Miami-Miami Beach-Kendall area has been replaced with Miami-Fort Lauderdale-West Palm Beach. Because of these changes, comparisons would be misleading.

*The May 2022 Occupational Employment and Wage Statistics were released on April 25, 2023. https://www.bls.gov/oes/

NORTH BAY VILLAGE, FLORIDA
FULL-TIME EQUIVALENT VILLAGE GOVERNMENT EMPLOYEES BY FUNCTION
LAST TEN FISCAL YEARS

	Fiscal Year									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Function:										
General government and public safety:										
Sworn officers	24.0	26.0	29.0	29.0	29.0	29.0	29.5	27.0	28.0	34.0
Civilians	8.0	8.0	9.5	9.5	9.0	9.0	8.5	8.5	8.5	8.5
Administration	16.5	17.0	17.0	17.0	17.5	17.5	18.5	20.0	24.0	24.0
Culture and recreation	4.5	4.5	4.0	4.0	4.0	4.5	4.5	4.5	3.5	3.5
Public works:										
Administration	-	-	-	-	2.00	3.50	3.5	4.5	6.5	6.5
Sanitation	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Water	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Sewer	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	1.0	1.0
Streets	3.0	3.0	3.0	3.0	2.0	2.0	2.0	2.5	2.5	2.5
Stormwater	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	1.0	1.0
Transit	2.0	2.0	2.0	2.0	2.0	2.0	1.0	-	-	-
Total	65.0	67.5	71.5	71.5	72.5	74.5	74.5	75.0	80.0	86.0

Source: Various City departments.

NORTH BAY VILLAGE, FLORIDA
OPERATING INDICATORS BY FUNCTION
LAST TEN FISCAL YEARS

	Fiscal Year									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Function:										
General government:										
Building permits issued	686	740	727	728	807	886	541	725	900	597
Public safety:										
Number of calls for service **	30,977	27,515	33,036	39,499	26,512	25,340	45,767	44,351	59,725	72,714
Number of arrests	78	141	392	379	400	319	523	77	125	130
Number of traffic violations	1,630	1,041	2,918	3,254	3,591	2,888	2,240	4,455	7,506	6,569
Number of parking violations	1,301	1,230	2,650	2,476	3,064	2,682	1,676	1,671	2,477	1,585
Number of school crossing guards	4	4	4	4	4	3	3	3	3	3
Public works:										
Garbage tons collected and disposed*	4,578	4,800	4,794	4,641	4,983	5,083	4,894	5,199	4,678	4,728
Catch basins cleaned	28.00	12.00	19	6	6	6	6	46	46	46
Water average daily consumption (gallons)	1,092,706	1,176,752	1,148,480	1,192,408	1,148,793	1,129,240	1,159,089	1,148,967	1,093,289	1,016,693
Sewer average daily flow	1,145,298	1,186,282	1,283,631	1,120,561	966,919	881,717	863,010	968,243	907,196	967,750
Number of metered accounts	615	617	617	617	614	614	614	614	614	614
Fire hydrants	57	57	57	57	57	57	57	57	57	57

Source: Various City departments.

* Includes white goods
** Police department implemented a new comprehensive reporting system in 2010/2011
1 Information Not available at time of publication
N/A: Information not available.

NORTH BAY VILLAGE, FLORIDA
CAPITAL ASSET STATISTICS BY FUNCTION
LAST TEN FISCAL YEARS

	Fiscal Year									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Function:										
Public safety:										
Number of police stations	-	-	-	-	-	-	-	-	-	1
Number of fire stations	-	-	-	-	-	-	-	-	-	-
Number of general government buildings	1	1	1	1	1	2	2	2	2	2
Public works:										
Miles of water mains	8	8	8	8	8	8	8	8	8	8
Miles of sewer lines	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7
Miles of storm water drains	2.84	2.84	2.84	2.84	2.84	2.84	2.84	2.84	2.84	2.84
Number of lift stations	4	4	4	4	4	4	4	4	4	4
Number of fire hydrants	62	62	62	62	62	62	62	62	62	62
Number of public works buildings	1	1	1	1	1	1	1	1	1	1
Recreation and parks:										
Number of parks and recreation facilities	2	2	2	2	2	2	3	3	3	3
Acres of park	1.0	1.0	1.0	1.0	1.0	1.0	1.2	1.2	1.2	1.2
Acres of water	281	281	281	281	281	281	281	281	281	281

Source: Various City Departments

COMPLIANCE SECTION

CFLG Accountants Advisors

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Mayor and Members of the Village Commission
North Bay Village, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of North Bay Village, Florida (the "Village"), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements, and have issued our report thereon dated February 28, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Village's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we do not express an opinion on the effectiveness of the Village's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified one (1) deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2023-02 that we consider to be a significant deficiency.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Village's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed one (1) instance of noncompliance or other matters that is required to be reported under *Government Auditing Standards* and which is described in the accompanying schedule of findings and questioned costs as item 2023-01.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Caballero Fierman Llerena & Garcia, LLP

Caballero Fierman Llerena & Garcia, LLP
Miami, Florida
February 28, 2025

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CFLG Accountants Advisors

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR THE MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Honorable Mayor and Members of the Village Commission
North Bay Village, Florida

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited North Bay Village, Florida (the "Village") compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on the Village's major federal program for the fiscal year ended September 30, 2023. the Village's major federal program was identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Village complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on the major federal program for the fiscal year ended September 30, 2023.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Village and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the Village's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Village's federal program.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Village's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Village's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Village's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

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- Obtain an understanding of the Village's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Caballero Fierman Llerena & Garcia, LLP

Caballero Fierman Llerena & Garcia, LLP
Miami, Florida
February 28, 2025

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NORTH BAY VILLAGE, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

Federal Grantor/Program or Cluster Title	Assistance Listing Number	Pass Through Agency & Number	Expenditures
U.S. DEPARTMENT OF TREASURY			
Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)	21.027	N/A	$ 1,320,145
Total U.S. Department of Treasury			1,320,145
U.S. DEPARTMENT OF JUSTICE			
Bulletproof Vest Partnership Program (Body Armor)	16.607	BA-2000S-SX03	11,863
Bulletproof Vest Partnership Program (Body Worn Camera)	16.607	29561464	25,735
Total Bulletproof Vest partnership Program			37,598
Passed-through the Florida Department of Law Enforcement			
Edward Byrne Memorial Justice Assistance Grant Program (Defibrilator)	16.738	8C241	4,206
Total Edward Byrne Memorial Justice Assistance Grant Program			4,206
Total U.S. Department of Justice			41,804
U.S. DEPARTMENT OF TRANSPORTATION			
Passed-through the Florida Department of Transportation			
Highway Planning and Construction	20.205	G2785	5,500
Total U.S. Department of Transportation			5,500
Total Expenditures of Federal Awards			$ 1,367,449

See notes to schedule of expenditures of federal awards.

NORTH BAY VILLAGE, FLORIDA
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") includes the federal grant activity of the North Bay Village (the "Village") for the fiscal year ended September 30, 2023. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Village, it's not intended to and does not present the financial position, changes in net position/fund balance or cash flows of the Village.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIIES

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting for grants which are accounted for in the governmental fund types and on the accrual basis of accounting for grants which are accounted for in the proprietary fund types. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

NOTE 3 – CONTINGENCY

The grant revenue amounts received are subject to audit and adjustment. If any expenditures are disallowed by grantor agency as a result of such an audit, any claim for reimbursement to the grantor agencies would become a liability of the Village. In the opinion of management, all grant expenditures are in compliance with the terms of the grant agreements and applicable federal and state laws and regulations.

NOTE 4 – INDIRECT COST RECOVERY

The Village has elected not to use the 10 percent de minimis indirect cost rate allowed under the Uniform Guidance.

NORTH BAY VILLAGE, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

SECTION I - SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued:	*Unmodified Opinion*
Internal control over financial reporting:	
Material weakness(es) identified?	____ yes __X__ no
Significant deficiencies identified not considered to be Material weakness?	__X__ yes ____ None reported
Non-compliance material to financial statements noted?	__X__ yes ____ no

Federal Awards Programs

Internal control over major federal awards programs:	
Material weakness(es) identified?	____ yes __X__ no
Significant deficiencies identified not considered to be Material weakness?	____ yes __X__ None reported
Type of auditors' report issued on compliance for major federal awards:	*Unmodified Opinion*
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	____ yes __X__ no

Identification of major programs:

Federal Assistance Listing Number	Name of Federal Awards Program or Cluster
21.027	Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)

Dollar threshold used to distinguish between Type A and Type B programs:	$750,000
Auditee qualified as low risk auditee for audit of federal awards programs?	____ yes __X__ no

SECTION II - FINANCIAL STATEMENT FINDINGS

SIGNIFICANT DEFICIENCY

2023-01 Payroll

Criteria:
All changes to payroll such as status of employee, salary adjustments, and bonus, should be reviewed and approved by appropriate management and appropriate documentation should be maintained.

Cause:
Insufficient controls in place to ensure the payroll changes are processed by one individual and reviewed/approved by another individual to ensure accuracy.

Effect:
Without proper documentation of approval of payroll changes, the Village would be exposed to misuse of funds, fraud, and material misstatements due to improper implementation of payroll changes.

Recommendation:
We recommend the Plan implement effective internal controls and documentation to mitigate the risks mentioned above. Internal controls should ensure proper review of payroll changes prior to implementation and documentation should be maintained.

View of Responsible Officials and Planned Corrective Actions:
The issues have been corrected. Finance implemented scanning of documents. Now the Village has hired an HR Director, and the proper internal controls are implemented in both departments to ensure the documents are correctly filed.

NONCOMPLIANCE

2023-01 Annual Financial Audit Report

Criteria:
Florida Statutes section 218.39 states that local government entity shall have an annual financial audit of its account and records completed within nine (9) months after the end of its fiscal year by an independent certified public accountant retained by it and paid from its public funds.

Cause:
The Village did not complete its annual financial audit for the fiscal year ended 2023 within nine (9) months after year end.

Effect:
Delays in the financial close and reporting procedures of the Village.

Recommendation:
We recommend that, in the future, the Village completes its annual financial audits within nine (9) months after its fiscal year end.

View of Responsible Officials and Planned Corrective Actions:
The Village is working to make sure that future annual audits are completed within the nine (9) month period. Finance has the staff in place to make sure that this process is achieved. The Village has also hired a third-party consultant to help with the preparation of the year-end processes heading to the completion of the Annual Financial Report.

SECTION III - FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

None

CFLG Accountants Advisors

MANAGEMENT LETTER IN ACCORDANCE WITH THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Honorable Mayor and Members of the Village Commission
North Bay Village, Florida

Report on the Financial Statements

We have audited the basic financial statements of North Bay Village, Florida (the "Village"), as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated February 28, 2025.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated February 28, 2025, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations made in our preceding financial report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is disclosed in Note 1 to the notes financial statements.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Village has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the Village did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Village. It is management's responsibility to monitor the Village's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same. This assessment has been performed as of the fiscal year end.

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Financial Condition and Management (Continued)

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, Village Commission and applicable management, and is not intended to be and should not be and should not be used by anyone other than these specified parties.

Caballero Fierman Llerena & Garcia, LLP

Caballero Fierman Llerena & Garcia, LLP
Miami, Florida
February 28, 2025

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Accountants
Advisors

INDEPENDENT ACCOUNTANTS' REPORT ON COMPLIANCE PURSUANT TO SECTION 218.415 FLORIDA STATUTES

To the Honorable Mayor, Village Commission, and Village Manager
North Bay Village, Florida

We have examined North Bay Village, Florida's (the "Village") compliance with the requirements of Section 218.415 Florida Statutes during the period of October 1, 2022 to September 30, 2023. Management of the Village is responsible for the Village's compliance with the specified requirements. Our responsibility is to express an opinion on the Village's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Village complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether Village complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the Village's compliance with specified requirements. In our opinion, the Village complied, in all material respects, with the requirements of Section 218.415 Florida Statutes during the period of October 1, 2022 to September 30, 2023.

This report is intended solely for the information and use of management, the Mayor, the Village Commission, others within the Village and the Auditor General of the State of Florida and is not intended to be and should not be used by anyone other than these specified parties.

Caballero Fierman Llerena & Garcia, LLP

Caballero Fierman Llerena & Garcia, LLP
Miami, Florida
February 28, 2025

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NORTH BAY VILLAGE
EST. 1945

Corrective Action Plan

February 28, 2025

U.S Department of Treasury

The North Bay Village (the Village) respectfully submits the following corrective action plan for the fiscal year ended September 30, 2023.

Name and address of independent public accounting firm:
Caballero Fierman Llerena & Garcia, LLP
8950 SW 74th Court, Suite 1210
Miami, FL 33156

Audit period: October 1, 2022 – September 30, 2023

The findings from February 28, 2025, Schedule of Findings and Questioned Costs are discussed below.
The findings are numbered consistently with the numbers assigned in the schedule.

FINANCIAL STATEMENTS FINDINGS
SIGNIFICANT DEFICIENCIES

2023-02 Payroll
Recommendation
We recommend the Plan implement effective internal controls and documentation to mitigate the risks mentioned above. Internal controls should ensure proper review of payroll changes prior to implementation and documentation should be maintained.

Action Taken
Response:

The issues have been corrected. Finance implemented scanning of documents. Now the Village has hired an HR Director, and the proper internal controls are implemented in both departments to ensure the documents are correctly filed.

Responsible Party: Mayte Gamiotea, Chief Financial Officer

NONCOMPLIANCE

2023-01 Annual Financial Audit Report

Recommendation
We recommend that, in the future, the Village completes its annual financial audits within nine (9) months after its fiscal year end.

Action Taken
Response:

The Village is working to make sure that future annual audits are completed within the (9) months period. Finance has the staff in place to make sure that this process is achieved. The Village has also hired a third-party consultant to help with the preparation of the year-end processes heading to the completion of the Annual Financial Report.

Responsible Party: Mayte Gamiotea, Chief Financial Officer
FEDERAL AWARD PROGRAMS FINDINGS

NONE
If the U.S. Department of Treasury has any questions regarding this plan, please contact Mayte Gamiotea, Chief Financial Officer at (305) 751-7676.

Sincerely,

Mayte Gamiotea
Chief Financial Officer

CFLG Accountants Advisors

February 28, 2025

Honorable Mayor and Members of the Village Commission
1666 John F Kennedy Causeway
North Bay Village, Florida 33141

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of North Bay Village, Florida (the "Village") for the fiscal year ended September 30, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards* and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated August 27, 2024. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Village are described in Note 1 to the financial statements. As described in Note 1 to the financial statements, the City changed accounting policies related to subscription-based information technology arrangements by adopting Statement of Governmental Accounting Standards (GASB Statement) No. 96, *Subscription-Based Information Technology Arrangements*, in 2023. We noted no transactions entered into by the Village during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the Village's financial statements were:

> Management's estimate of collectability of accounts receivable and postretirement obligations. We evaluated the key factors and assumptions used to develop the allowance in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

- The disclosure of the deposits and investments in Note 3 to the financial statements.
- The disclosure of long-term debt in Note 7 to the financial statements.
- The disclosure of commitments and contingencies in Note 11 to the financial statements.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit other than delays in receipt of information which delayed completion of the audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. A list of material misstatements detected as a result of audit procedures and corrected by management can be found in the accompanying Appendix A to this letter.

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Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated February 28, 2025.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Village's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Village's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

During our audit for the fiscal year ended September 30, 2023 we identified one (1) significant deficiency and one (1) instance of noncompliance. These matters are further discussed in the Schedule of Findings and Questioned Costs.

Other Matters

We applied certain limited procedures to Management's Discussion and Analysis, the Budgetary Comparison Schedules and the GASB – required supplementary information (RSI) for pensions and OPEB, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on Combining Non-major Fund Financial Statements and the Schedule of Expenditures of Federal Awards, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on Introductory Section and the Statistical Section, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the use of the Village Commission and management of the Village and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Caballero Fierman Llerena & Garcia, LLP

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APPENDIX A

		Debit	Credit
To record prior period adjustment to remove retainage payable cleared up in the current year			
325-61-630-6201	Buildings-Island Walk Project	76,099.00	
325-00-284-2700	Fund Balance-Unassigned		76,099.00
Total		**76,099.00**	**76,099.00**
To reclassify capital outlay to improvements other than buildings			
365-00-164-9000	Improvements Other Than Buildings	214,581.00	
365-60-535-6304	Lift Stations		214,581.00
Total		**214,581.00**	**214,581.00**
To record change in unavailable revenues (Gov-Wide)			
950-00-223-0600	Deferred Inflows - Unavailable Revenues	100,000.00	
950-00-312-3126	SurTax - Transportation	1,311.00	
950-00-223-0600	Deferred Inflows - Unavailable Revenues		1,311.00
950-00-334-3344	State Grant		100,000.00
Total		**101,311.00**	**101,311.00**
To recognize FY2022 unavailable CITT revenue in FY2023			
115-00-223-0600	Deferred Inflows - Unavailable Revenue	52,127.00	
115-00-312-3126	SurTax - Transportation		52,127.00
Total		**52,127.00**	**52,127.00**

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NORTH BAY VILLAGE, FLORIDA

Financial and Compliance Reports for The Children's Trust Contract
For The Fiscal Year Ended September 30, 2023

NORTH BAY VILLAGE, FLORIDA
TABLE OF CONTENTS
SEPTEMBER 30, 2023

	PAGE
Independent Auditors' Report on the Schedule of Expenditures of The Children's Trust Contract	1-2
Schedule of Expenditures of The Children's Trust Contract	3
Notes to the Schedule	4
Independent Auditors' Report on Compliance for each of The Children's Trust Contract and Report on Internal Control over Compliance	5-6
Schedule of Findings and Questioned Costs	7

INDEPENDENT AUDITORS' REPORT ON THE SCHEDULE OF EXPENDITURES OF THE CHILDREN'S TRUST CONTRACT

Honorable Mayor, Members of the Village Commission, and Village Manager
North Bay Village, Florida

Report on the Schedule of Expenditures of The Children's Trust Contract

Opinion

We have audited the accompanying Schedule of Expenditures (the "Schedule") of The Children's Trust Contract 2314-7210 (the "Contract") of North Bay Village, Florida (the "Village") for the fiscal year ended September 30, 2023, and the related notes to the Schedule.

In our opinion, the Schedule referred to above presents fairly, in all material respects, expenditures of the Contract of the Village for the fiscal year ended September 30, 2023, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of The Children's Trust Contract. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Schedule section of our report.

We are required to be independent of the Village and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Schedule

Management is responsible for the preparation and fair presentation of the Schedule in accordance with accounting principles generally accepted in the United States of America and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the Schedule that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibilities for the Audit of the Schedule

Our objectives are to obtain reasonable assurance about whether the Schedule as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and the *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the schedule.

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In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the schedule, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the schedule.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the schedule.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Caballero Fierman Llerena & Garcia, LLP

Caballero Fierman Llerena & Garcia, LLP
Miami, Florida
February 28, 2025

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NORTH BAY VILLAGE, FLORIDA
SCHEDULE OF EXPENDITURES
OF THE CHILDREN'S TRUST CONTRACTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

Contract Name	Contract Term	Contract Number	Contract Amount (1)	Total Contract Expenditures (2)	Fiscal Year Expenditures (3)
After-School Programs and Summer Camps	August 1, 2022 to August 14, 2023	2314-7210	$ 169,252	$ 162,442	$ 142,439
Totals			$ 169,252	$ 162,442	$ 142,439

(1) These amounts represent the total contract amount for the period of the contract.

(2) These amounts represent the actual expenditures from the start of the contract through September 30, 2023.

(3) These amounts represent the actual expenditures incurred from October 1, 2022 through September 30, 2023.

NORTH BAY VILLAGE, FLORIDA
NOTES TO THE SCHEDULE
SEPTEMBER 30, 2023

NOTE 1 - NATURE OF ACTIVITIES

North Bay Village, Florida (the "Village") is a governmental entity located in Miami-Dade County. The Village provides certain services including literacy, physical fitness, social skills, cultural activities, and nutritious food to approximately sixty elementary school children funded by The Children's Trust.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting: The accompanying Schedule of Expenditures of The Children's Trust Contract is presented on the accrual basis of accounting and includes expenses incurred by the Village during the fiscal year ended September 30, 2023.

Allocation of Expenditures: Expenditures are invoiced in accordance with the budget as approved by The Children's Trust. As The Children's Trust Contract are a cost reimbursement method of payment, expenditures allocated to The Children's Trust contract are based upon the specific identification of costs to The Children's Trust program except for approximately 10% of the budget being allocated to indirect costs.

Due from the Children's Trust: As of September 30, 2023, there have been no monies owed to the Village by The Children's Trust.

Capital Equipment Expenditures: Capital equipment is defined by The Children's Trust as individual items with a value of $1,000 or greater which have a life expectancy of more than one year. Expenditures less than $10,000 for capital equipment, purchased with The Children's Trust funds, become assets of the Village unless the contract is subject to termination or early cancellation, in which case the Trust may acquire rights and possession of the equipment if it is not fully depreciated.

Expenditures greater than $10,000 for capital equipment, purchased with The Children's Trust funds, become assets of The Children's Trust, and The Trust retain all rights to the equipment until it is fully depreciated. The Village did not incur any capital expenditures with TCT funds during the fiscal year ended September 30, 2023.

Operating Lease/Rent Expenses: The Village owns the facility where it provides the service contracted for by The Children's Trust. Since the Village owns the space no funds were requested or reimbursed by The Children's Trust regarding this space.

Advances: As of September 30, 2023, there have been no monies advanced to the Village by The Children's Trust.

NOTE 3 - DEPARTMENT OF CHILDREN AND FAMILIES SITE LICENSES ("DCF")

The Village obtained valid DCF licenses for all sites providing childcare services that were funded by The Children's Trust. At any time during the contract period, if a site and its corresponding DCF license was revoked or there was a lapse in license coverage, direct childcare services were neither performed nor invoiced to The Children's Trust for reimbursement.

For the fiscal year ended September 30, 2023, there were no instances or lapses of DCF license coverage for the contract disclosed in the Schedule of Expenditures of The Children's Trust Contract.

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH OF THE CHILDREN'S TRUST CONTRACT AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE

Honorable Mayor, Village Commission and Village Manager
North Bay Village, Florida

Report on Compliance for Each of the Children's Trust Contract

Opinion on Each of The Children's Trust Contract

We have audited North Bay Village, Florida's (the "Village") compliance with the types of compliance requirements described in The Children's Trust contract that could have a direct and material effect on each of the Village's contract with The Children's Trust (2314-7210) (the "Contract") for the fiscal year ended September 30, 2023.

In our opinion, the Village complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of the Contract for the fiscal year ended September 30, 2023.

Basis for Opinion on Each of The Children's Trust Contract

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of The Children's Trust Contract. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Village, and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each of the Contract. Our audit does not provide a legal determination of the Village's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with requirements of laws, statutes. regulations, rules, and provisions of contract or grant agreements applicable to Contract.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Village's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, and *Government Auditing Standards*, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Village's compliance with the requirements of each major federal program as a whole.

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In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Village's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Village's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the *Government Auditing Standards*, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of the Contract on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of the Contract will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of the Contract that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Contract. Accordingly, this report is not suitable for any other purpose.

Caballero Fierman Llerena & Garcia, LLP

Caballero Fierman Llerena & Garcia, LLP
Miami, Florida
February 28, 2025

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Section I – Summary of Auditors' Results

The Children's Trust Contract Program Specific Audit

Type of auditors' report issued:			Unmodified	
Internal control over program:				
Material weakness(es) identified?	_____	Yes	X	No
Significant deficiency identified that are not considered to be material weakness(es)?	_____	Yes	X	None Reported
Any audit findings or questioned costs?	_____	Yes	X	No
Amount of questioned cost(s) due to The Children's Trust			N/A	

ITEM NO. 3.F

North Bay Village
Recommendation Memorandum

DATE: March 18, 2025

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

FROM: Gabriella Russitano, Legislative Aide

SPONSORED BY:

SUBJECT: Presentation from Citizens' Independent Transportation Trust (CITT)

RECOMMENDATION

BACKGROUND AND ANALYSIS

This presentation from CITT will cover potential uses for North Bay Village's unspent surtax funds, including the possibility of extending the Miami Beach Trolley service. Additionally, it will explore future opportunities for utilizing PTP funds to enhance connectivity in the area.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONE

PERSONNEL IMPACT

NONE

ATTACHMENTS

03-18-25 CITT2 PPTX.pdf

CITIZENS' INDEPENDENT
TRANSPORTATION TRUST

20+ Years of Connecting Miami-Dade

@GoCITT

@TransportationTrust

Citizens' Independent Transportation Trust

Citizens' Independent Transportation Trust

@TransportationTrust

Javier A. Betancourt

Executive Director

CITT

Overview of the Transportation Trust

Ballot Language – Nov. 5, 2002
General Election Sample Ballot

County

County Transportation Expansion Plan

Shall the County implement the People's Transportation Plan including: Plans to build rapid transit lines to West Dade, Kendall, Florida City, Miami Beach, & North Dade; Expand bus services; Add 635 buses; Improve traffic signalization to reduce traffic backups; Improve major & neighborhood roads & highways including drainage; Provide funding to municipalities for road & transportation projects by levying a .5% sales surtax whose proceeds will be overseen by Citizen's Independent Transportation Trust?

Yes ✓

No ○

Overview of the Transportation Trust

The Start of PTP

- On November 5, 2002, Miami-Dade County voters approved an indefinite (no sunset provision) half-penny surtax to implement the People's Transportation Plan (PTP).

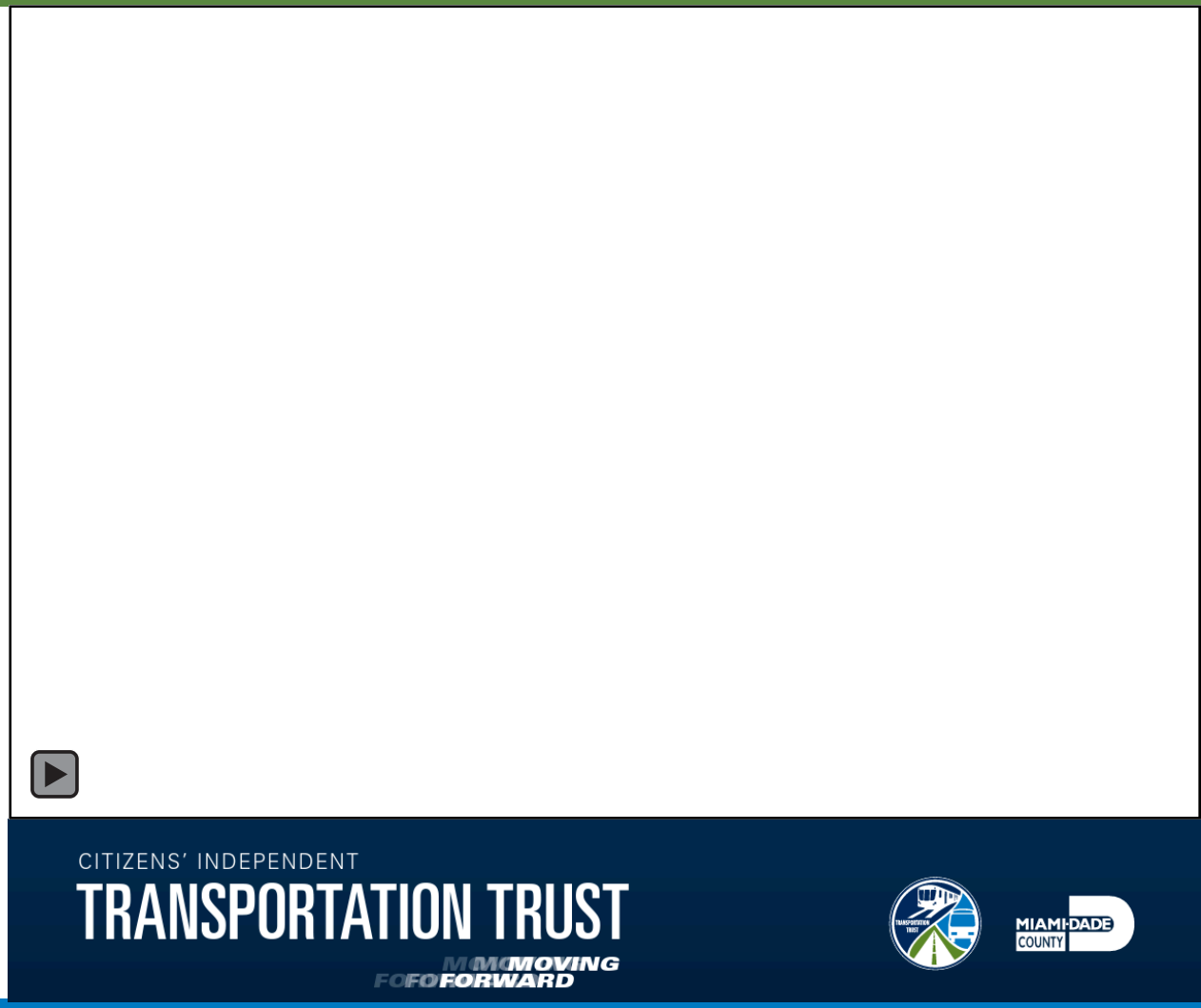
- The People's Transportation Plan (PTP) is a broad based and long-term program incorporating roadway and transit improvements.

The Creation of CITT

- Voters also approved the creation of a Citizens' Independent Transportation Trust (Transportation Trust), an independent entity comprised of citizens who serve as volunteers with the mission to oversee expenditure of surtax revenue.

CITT's Mission

- To monitor, audit, review, oversee and investigate the use of the Surtax proceeds and the implementation of the People's Transportation Plan (PTP).



Citizens' Independent Transportation Trust (CITT)

Transportation Trust Members

Robert Wolfarth
Chair
District 4

Mary Street, Esq.
First Vice-Chair
District 5

Hon. Peggy Bell
Second Vice Chair
District 8

***Paul J. Schwiep, Esq.**
Mayoral Appointee

Miguel Murphy
District 1

Omar Bradford
District 2

Qjuezari Harvey
District 3

Robert Ruano
District 6

Meg Daly
District 7

Dr. Harry Hoffman
District 11

David Marin
District 13

Kenneth M. Kilpatrick
League of
Cities Appointee

Javier A. Betancourt
Executive Director

Trust seats for Districts 9, 10 and 12 are vacant.
*Former Chair

Citizens' Independent Transportation Trust (CITT)

Become a Transportation Trust Member

We are looking for engaged citizens with the interest, experience and insight needed to make informed decisions that will contribute to the development of a comprehensive and well-coordinated transportation system in Miami-Dade County.

Membership Requirements

- **15 seats representing 13 County Commission Districts, County Mayor, and Miami-Dade County League of Cities (MDCLC)**
- **District appointees must reside in the district they are appointed to represent; Mayoral and MDCLC appointees must reside in Miami-Dade County**
- **No elected officials or candidates for elected office**
- **No Conflicts of Interest**
- **Must demonstrate upstanding moral character**
- **Candidate Slate submitted by Nominating Committee for Commission, Mayor, MDCLC appointment**

How to apply

- Visit our website at: WWW.MIAMIDADE.GOV/CITT and click on the 'Member Recruitment' tab to download an application.
- Or call 305-375-1357 to request an application.

Citizens' Independent Transportation Trust (CITT)

Citizens' Independent Transportation Trust

Existing FY 2024 Organizational Chart

Exec. Dir. Reports directly to Transportation Trust

Policy, Operations, & Engagement (POE) Team

Planning, Programs, & Projects (PPP) Team

Javier A. Betancourt
CITT Executive Director

Monica D. Cejas, PE
CITT Deputy Director

Nya Lake
CITT Admin. Secretary
Trust Secretary

Joanna Santiago
CITT Projects Review & Contracts Manager

Esther Peres
CITT Special Projects Coord.

Kiranmai Chirumamilla, EI
CITT Strategic Planning Analyst

Vontressia Walker
CITT Chief Financial Officer

Carmen Da Cruz
CITT Sr. Executive Secretary

Mariana Price
CITT Municipal Program Manager

Karla Damian
CITT Chief Community Engagement Officer

Cheryl Mizell
CITT Customer Advocate Program Coordinator

- Project Review & Financial Analysis
- Strategic & Financial Planning
- Municipal Program
- Community Engagement / Customer Advocate
- Budget & Accounting
- Audit

~ $4M Operating Budget
(less than 1% of annual surtax proceeds)

Citizens' Independent Transportation Trust (CITT)

Auditing the Use of Surtax Funds

2024 - 3rd Quarter (April 1, 2024 - June 30, 2024)
As of 6/5/24

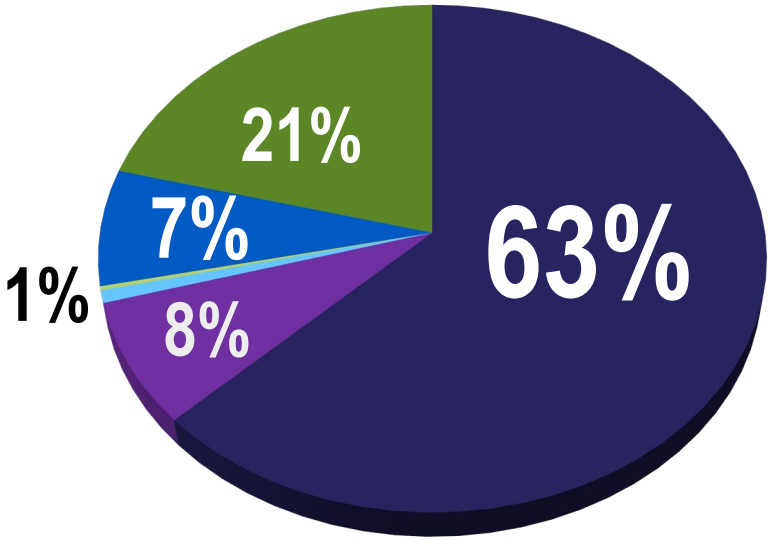
Municipality	Last Audit Completed		Next Audit	# Prior Audits	Initiated	In Progress (Draft)	Final
	Through	Report Date					
MUNICIPALITY							
Aventura	9/30/2015	1/19/2017	2024	2	✓	-	-
Bal Harbour	9/30/2017	12/14/2018	2024	3	1/12/2024	-	-
Bay Harbor Islands	9/30/2020	4/6/2021	2026	4	-	-	-
Biscayne Park	9/30/2019	2/12/2021	2025	3	-	-	-
Coral Gables	9/30/2019	5/26/2020	2023	4	✓	9/29/2023	-
Cutler Bay	9/30/2021	7/6/2022	2026	3	-	-	-
Doral	9/30/2021	5/20/2022	2026	3	-	-	-
El Portal	9/30/2021	9/21/2023	2026	3	-	-	-
Florida City	9/30/2020	6/30/2021	2025	4	-	-	-
Golden Beach	9/30/2018	12/10/2019	2025	3	-	-	-
Hialeah	9/30/2018	1/28/2020	2024	3	-	-	-
Hialeah Gardens	9/30/2017	2/8/2019	2025	3	-	-	-
Homestead	9/30/2017	4/30/2019	2024	3	3/4/2024	-	-
Key Biscayne	9/30/2021	1/11/2023	2025	4	-	-	-
Medley	9/30/2020	3/19/2021	2026	4	-	-	-
Miami	9/30/2020	9/28/2021	2023	8	✓	3/31/2023	5/30/2024
Miami Beach	9/30/2021	8/30/2023	2026	4	-	-	-
Miami Gardens	9/30/2020	5/12/2021	2025	3	-	-	-
Miami Lakes	9/30/2022	3/14/2024	2026	5	-	-	-
Miami Shores	9/30/2021	4/29/2022	2026	4	-	-	-
Miami Springs	9/30/2019	10/7/2020	2025	3	-	-	-
North Bay Village	9/30/2020	8/30/2021	2026	4	-	-	-
North Miami	9/30/2021	9/20/2022	2026	4	-	-	-
North Miami Beach	9/30/2021	12/16/2022	2026	4	-	-	-
Opa-Locka	9/30/2019	1/31/2022	2024	5	-	-	-
Palmetto Bay	9/30/2021	3/29/2022	2026	4	-	-	-
Pinecrest	9/30/2020	4/6/2021	2026	4	-	-	-
South Miami	9/30/2021	9/11/2023	2026	5	-	-	-
Sunny Isles Beach	9/30/2019	6/15/2021	2025	3	-	-	-
Surfside	9/30/2022	1/10/2024	2027	4	-	-	-
Sweetwater	9/30/2020	8/8/2022	2026	5	-	-	-
Virginia Gardens	9/30/2021	10/26/2022	2026	4	-	-	-
West Miami	9/30/2019	4/6/2021	2025	3	-	-	-
COUNTY							
Transit	9/30/2019	10/23/2020	2024	3	✓	2/29/2024	4/8/2024
Public Works	9/30/2019	1/29/2021	2024	3	-	-	-
				Total	**3**	**1**	**2**

AUDIT AND MANAGEMENT SERVICES
Ofelia Tamayo
Director

Overtown Transit Village North
701 NW 1st Court, Miami, FL 33136
786-469-5900 | bemor@miamidade.gov

Citizens' Independent Transportation Trust (CITT)

$4.8 BILLION 2002-2023 Actual Surtax Expenditures

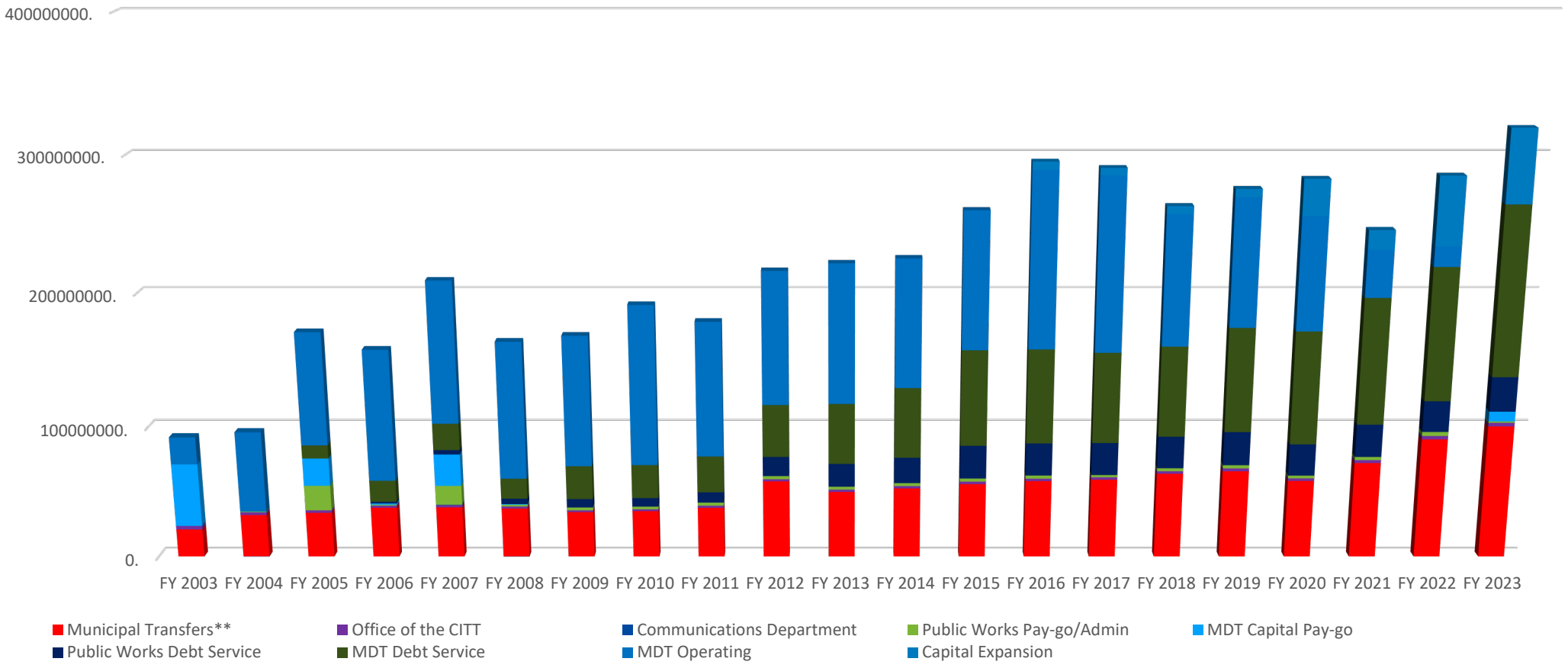


How your half penny has been spent

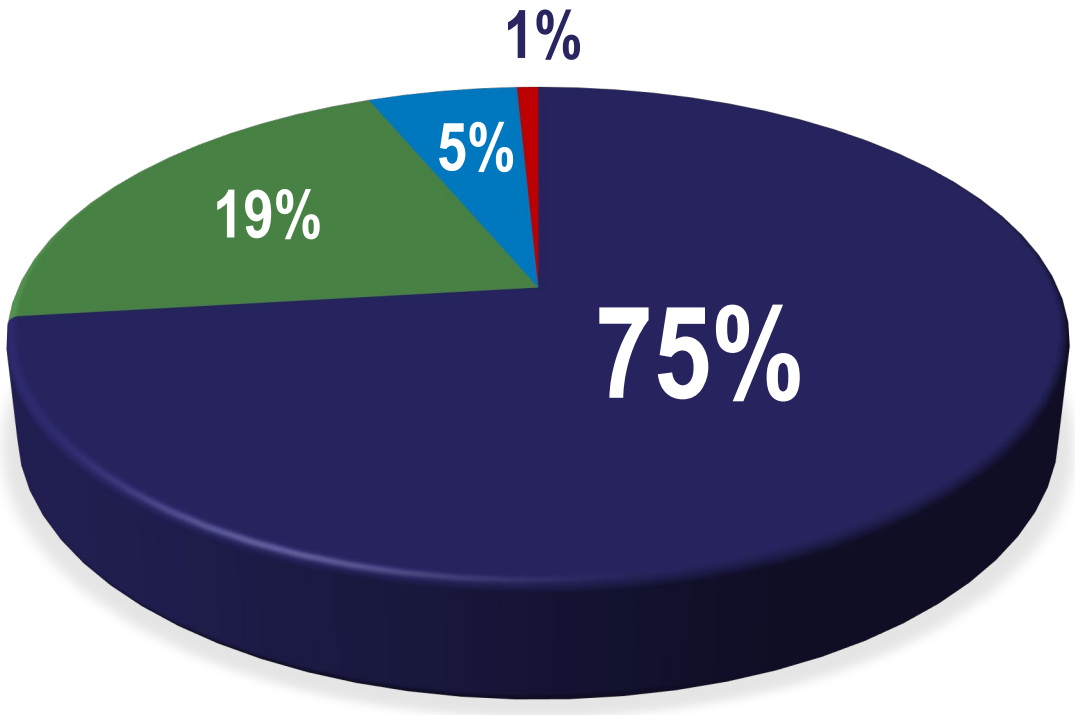
$4.8 billion in cumulative surtax transfer/expenditures through FY 2023

Miami-Dade Transit	$3.0B
Municipalities	$1.0B
Public Works	$373M
CITT Administration	$38M
Capital Project	$11.8M
Balance & Future Projects	$354M

Actual Surtax Expenditures
FY 2003-2023



FY 2024 Surtax Budget



Source: FY23-24 Draft Proforma

FY 2024 Budgeted Surtax Collection: $424M

FY 2024 Budgeted Transfers/Expenditures: $508M

Miami-Dade Transit	$380 M
Municipalities	$ 98 M
Public Works	$ 26 M
CITT Administration	$ 3.7M

Expenditure amounts over FY24 Budgeted Surtax Revenue will be paid using prior years carryover funds.

***Percentage less than 23% because FY24 expenditures exceed budgeted amount.*

Citizens' Independent Transportation Trust (CITT)

40 Year Pro-Forma $8 Billion Program

PTP and Transit Pro-Forma Funds	ALL-YEARS	1 2024	2 2025	3 2026	4 2027	5 2028
PTP Revenues						
PTP Revenue Fund Carryover	29,764,123,367	309,168,000	225,300,000	201,245,580	139,009,332	54,076,938
PTP Sales Surtax Revenue	31,519,293,000	424,000,000	434,600,000	445,465,000	456,602,000	470,300,000
Interest Earnings	8,000,000	200,000	200,000	200,000	200,000	200,000
Total PTP Revenues	61,291,416,367	733,368,000	660,100,000	646,910,580	595,811,332	524,576,938
Current PTP Debt Service Expenses						
Transfer for Current Transit PTP Debt Service Payments	3,264,240,000	130,458,000	126,562,000	126,561,000	127,972,000	127,965,000
Public Works Current PTP Debt Services Payments	581,173,000	25,914,000	25,908,000	25,907,000	25,388,000	25,387,000
Total Current PTP Debt Service Expenses	3,845,413,000	156,372,000	152,470,000	152,468,000	153,360,000	153,352,000
Future PTP Debt Service and Lease Financing Expenses						
Future DTPW PTP Debt Service Payments	7,059,519,000	-	58,970,000	96,838,000	121,985,000	147,949,000
Lease Financing Payments	3,577,382,000	-	7,808,000	20,091,000	25,028,000	36,521,000
Total Future PTP Debt Service and Lease Financing Expenses	10,636,901,000	-	66,778,000	116,929,000	147,013,000	184,470,000
PTP Transfer to Municipalities						
Transfer to Existing Municipalities	6,303,859,000	84,800,000	86,920,000	89,093,000	91,320,000	94,060,000
Transfer to New Municipalities	945,578,000	12,720,000	13,038,000	13,364,000	13,698,000	14,109,000
Total PTP Transfer to Municipalities	7,249,437,000	97,520,000	99,958,000	102,457,000	105,018,000	108,169,000
PTP Transfer to Other Funds and County Departments						
Transfer to PTP Capital Expansion Reserve Fund	1,073,317,000	18,283,000	12,843,000	8,698,000	6,491,000	3,842,000
Transfer to Office of the CITT	281,516,000	3,744,000	3,896,000	4,042,000	4,183,000	4,308,000
Transfer to Public Works Pay As You Go Projects	3,000,000	500,000	500,000	500,000	500,000	500,000
Transfer to Transit Operations and Maintenance	3,961,893,533	113,521,000	115,791,420	118,107,248	120,469,393	57,878,781
Transfer to PTP Revenue Fund Reserve	85,000,000	85,000,000	-	-	-	-
Total PTP Transfer to Other Funds and County Departments	5,404,726,533	221,048,000	133,030,420	131,347,248	131,643,393	66,528,781
PTP Reimbursement						
Future TPO Flexed Federal SU Grant Financing Reimbursement	(1,200,000,000)	(30,000,000)	(30,000,000)	(30,000,000)	(30,000,000)	(30,000,000)

FY 2023-24 PTP & Transit Pro-forma Summary

Citizens' Independent Transportation Trust (CITT)

The People's Transportation Plan

Municipal

Golden Passport

Neighborhood Improvement Program

Bus Service Improvements

Fare-free Metromover

Maintenance of Effort

Expand Metrorail to 88.9 miles

Major Highway & Road Improvements

Citizens' Independent Transportation Trust (CITT)

Municipal Transit Program

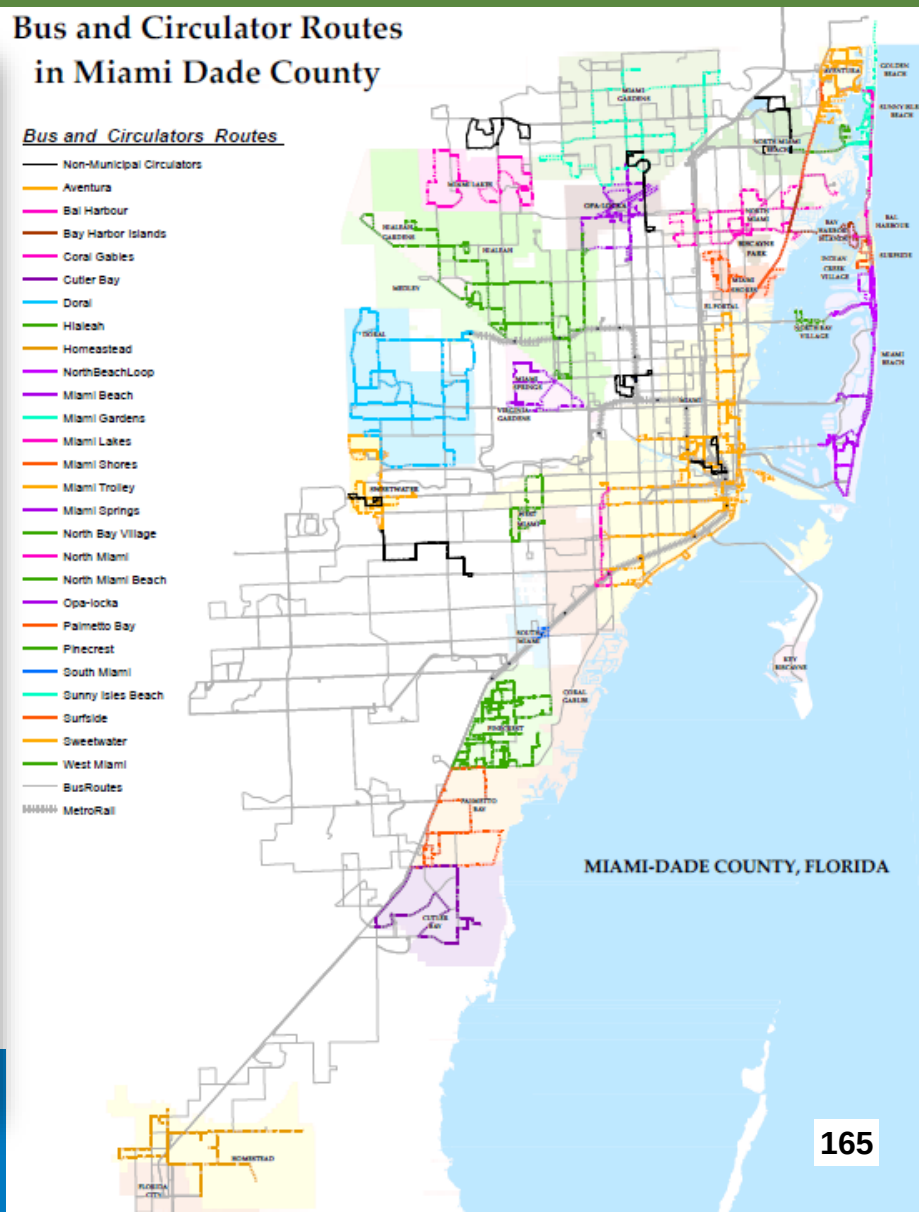
11.78 MILLION passengers in FY 2024

Up 967K from last year!

Municipal Transit Service Options as of October 1, 2024

MUNICIPALITY	FIXED ROUTE	ON-DEMAND	BOTH
Aventura	✓	✓	•
Bal Harbour	✗	✓	
Bay Harbor Islands	✗	✓	
Biscayne Park	✗	✓	
Coral Gables	✓	✓	•
Cutler Bay	✓	✓	•
Doral	✓	✓	•
El Portal	✗	✗	
Florida City	✗	✓	
Golden Beach	✗	✗	
Hialeah	✓	✓	•
Hialeah Gardens	✓	✗	
Homestead	✓	✓	•
Key Biscayne	✗	✓	
Medley	✓	✗	
Miami	✓	✓	•
Miami Beach	✓	✓	•
Miami Gardens	✓	✗	
Miami Lakes	✗	✓	
Miami Shores	✓	✗	
Miami Springs	✓	✗	
North Bay Village	✗	✓	
North Miami	✓	✓	•
North Miami Beach	✓	✓	•
Opa-Locka	✓	✗	
Palmetto Bay	✓	✓	•
Pinecrest	✓	✓	•
South Miami	✗	✓	
Sunny Isles Beach	✓	✗	
Surfside	✗	✓	
Sweetwater	✓	✗	
Virginia Gardens	✓	✗	
West Miami	✗	✓	
Total:	**21**	**22**	**12**

Source: Office of the CITT



North Bay Village

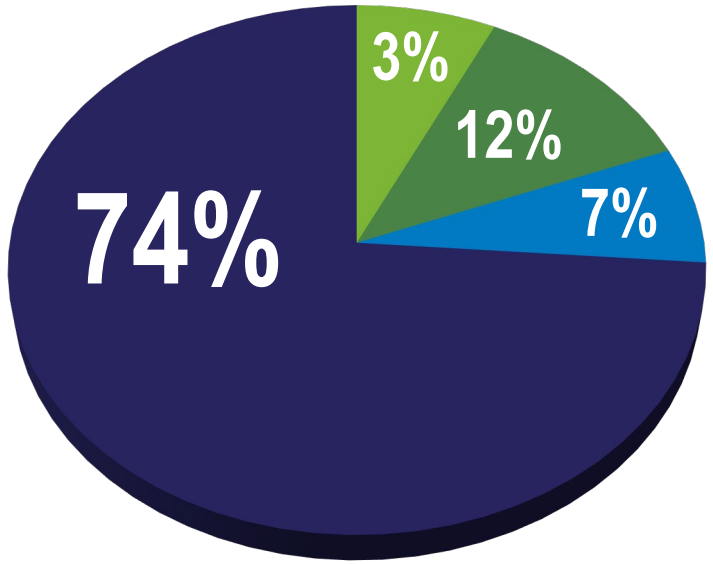
Surtax Distribution	
FY24 Distribution	$513,010
FY25 Projected	$493,405

On- Demand Ridership	
FY23	956
FY24	13,298
Δ	**13.9X ↑**

FY 2024 Funds	Received	Spent
Transit (min 20%)	$102,602	$120,000
Transpo. (max 80%)	$410,408	$351,587
Total	**$513,010**	**$471,587**

Major Roadway, Highway & Neighborhood Improvements

Less than 10% of Surtax



Completed Projects (31)	74%
Pending Projects (5)	12%
Ongoing Projects (3)	7%
Deleted Projects (3)	3%

Advanced Traffic Management System (ATMS)

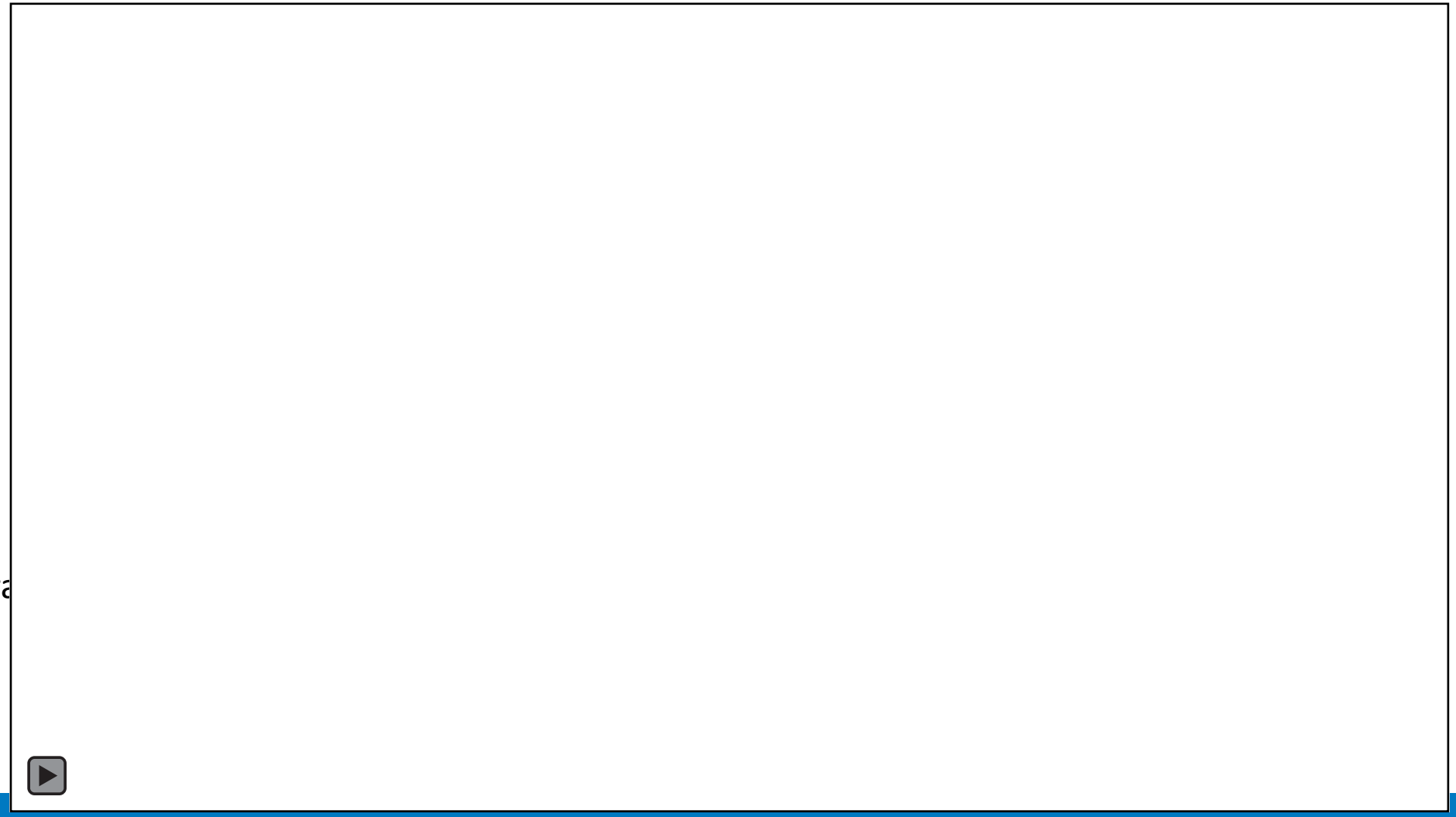
Installation of new state-of-the-art Advanced Traffic Management System (ATMS) "signal system" to better enhance mobility for commuters, transit users, pedestrians, and bicyclists throughout Miami-Dade County.

- Phase 1: Traffic Central Control – completed
- Phases 2 and 3 delayed but underway

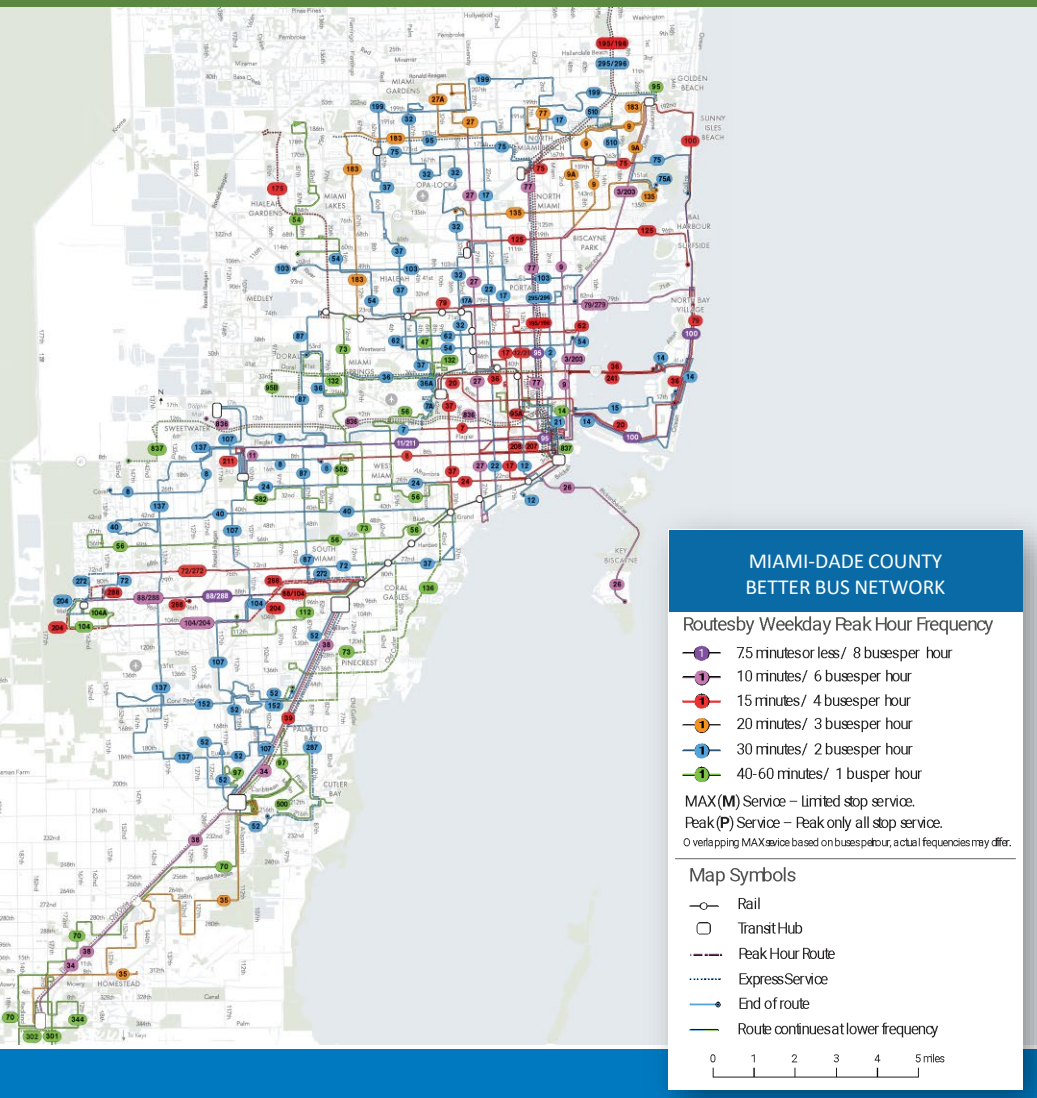
Photo credit: Miami-Dade Department of Transportation and Public Works

Transit Services Funded by the Half-Penny Surtax

- New Fleet of CNG and all-electric buses
- New modern Metromover cars
- Metrorail extension to MIA
- Municipal trolleys and on–demand services
- Roadway improvements
- Bicycle and pedestrian tra
- Tri-Rail and Brightline connections



Enhanced Bus Fleet



Better Bus Network

- All-day high frequency service in dense minority and low-income areas
- High frequency on all causeways
- Routes consolidated to reduce duplication, simplify, and improve service
- Bus stop consolidation to help speed up service
- Frequent service that runs later into the evening
- More accessibility to key locations throughout the county

Photo credit: Miami-Dade County Department of Transportation and Public Works

Citizens' Independent Transportation Trust (CITT)

MIA Metrorail Station

Smart Plan/Program

Citizens' Independent Transportation Trust (CITT)

Strategic Miami Area Rapid Transit (SMART) Plan/Program

The future: bringing transit to all areas of Miami-Dade

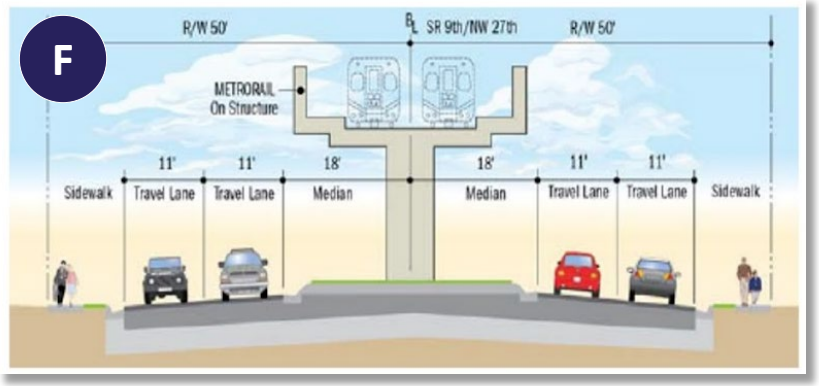
South Corridor: Bus Transit, under construction

Beach Corridor: Automated People Mover (BayLink and Design District extension), and Bus Rapid Transit (Miami Beach extension), in planning

East-West Corridor: Bus Rapid Transit, in planning

Kendall Corridor: Bus Rapid Transit, in planning

Northeast Corridor: MiamiCentral Station completed, Aventura Station completed, Commuter Rail Service in planning



North Corridor: Elevated Guideway, in planning

Photo credit: Miami-Dade County Department of Transportation and Public Works

South Corridor, Under Construction

Bus Rapid Transit along US 1 from the Dadeland South Metrorail station to Florida City.

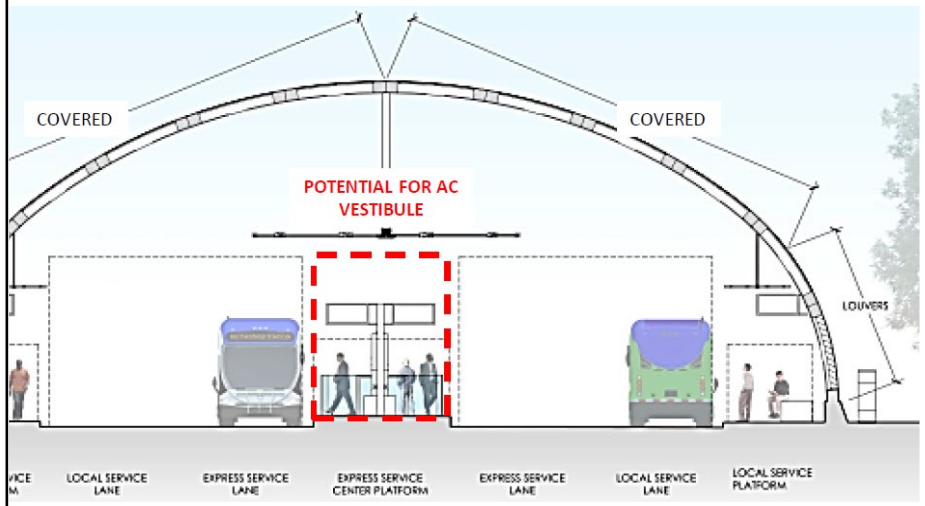


Photo credit: Miami-Dade County Department of Transportation and Public Works

Beach Corridor - (FKA BayLink)

Will extend Metromover to Miami Beach via the MacArthur Causeway, and also north to Edgewater, Midtown, Wynwood, Edgewater and the Design District.

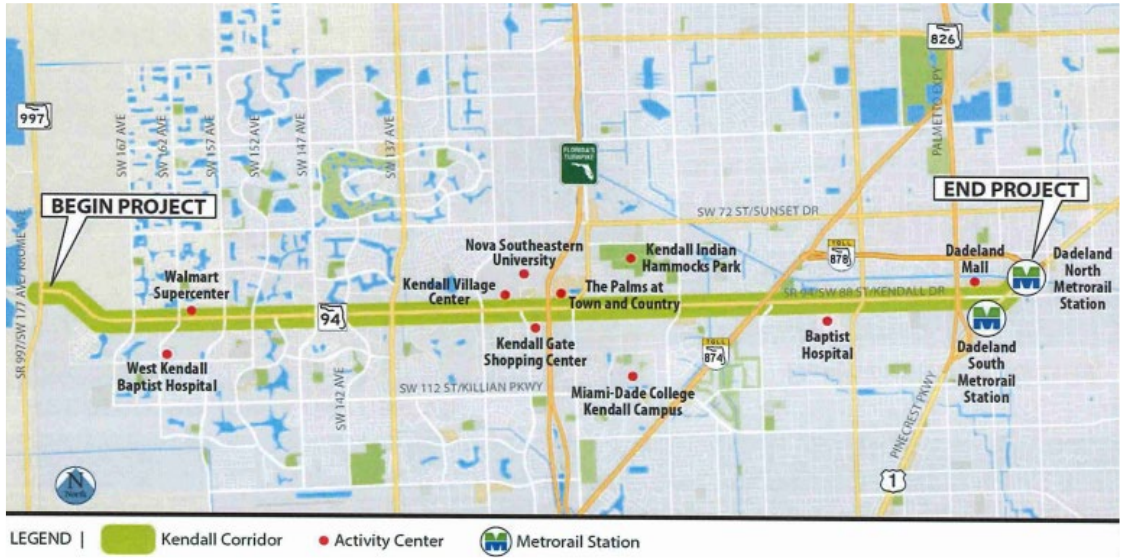
Citizens' Independent Transportation Trust (CITT)

East-West Corridor

Bus Rapid Transit along State Road 836, from downtown Miami, including stations at Miami International Airport, Florida International University, the Dolphin and Tamiami Park and Ride Facilities.

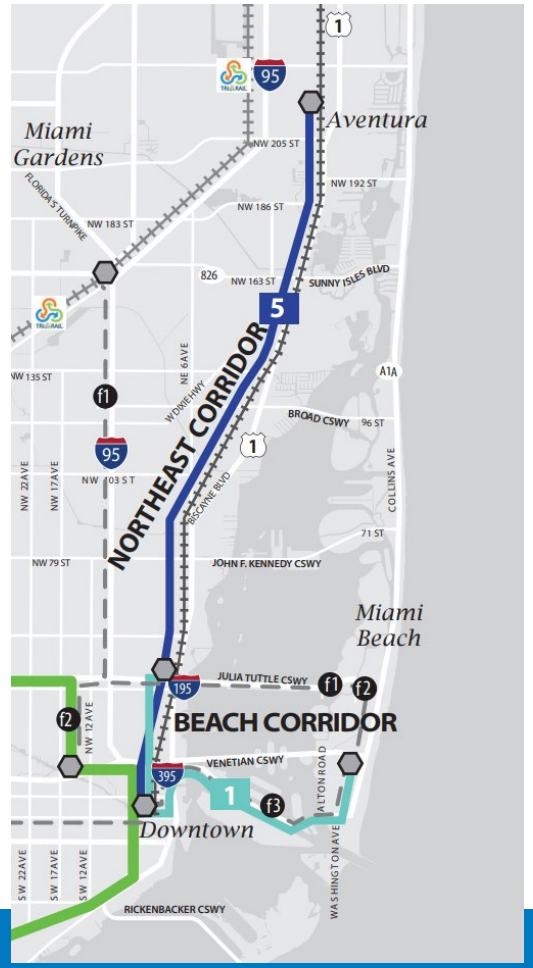
Kendall Corridor

Bus Rapid Transit along Kendall Drive from the Dadeland North Metrorail Station to Krome Avenue.



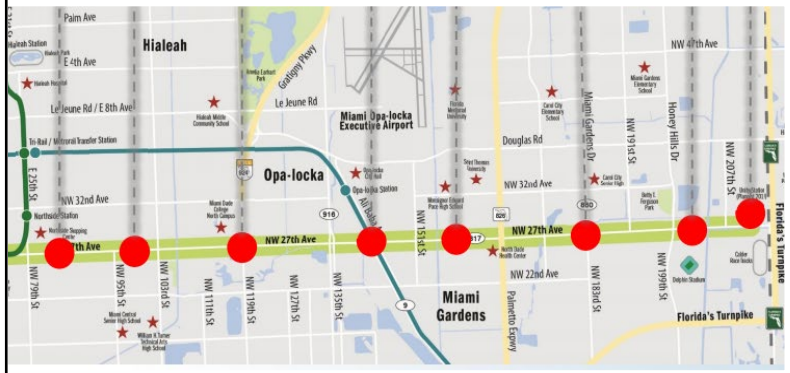
Northeast Corridor

A more accessible commuter rail option with neighborhood stations from downtown Miami to Aventura.
Will link with Brightline intrastate passenger rail.



North Corridor

Will feature an elevated rapid transit line, connecting the existing Metrorail system at the Martin Luther King Jr. Station to the Broward County line along Northwest 27th Avenue



Park-and-Ride Facilities

The People's Transportation Plan funded three major Park-and-Ride facilities, offering commuters the ability to leave their cars away from the congested urban core and seamlessly transfer to transit.

Tamiami Station, Golden Glades Station, Dolphin Station

Funding Lasagna

PTP Surtax / Half-Penny

- Capital Expansion Reserve Fund
- Future Uncommitted Proceeds
- Municipal Share

TPO Flexed SU Grant

State/Federal Grants

Toll Revenue

- GMX fna MDX
- Florida's Turnpike
- Express Lanes

Local Option Gas Tax

- Restoration of 2 cents

Parking Revenue

Value Capture District

- Tax Increment Financing (TIF) District
- Speed Assessment District
- CRAs

Public & Private Partnerships

- Brightline
- TODs / Adopt-A-Station
- Port Tunnel Model (available payments)

Additional Areas of Focus

First / Last Mile Solutions
(Bike/Pedestrian, On-Demand…)

Improving the Customer Experience
(Maintenance, Cleanliness, Performance…)

Enhancing County/ Municipal Connectivity

Community Engagement

Citizens' Independent Transportation Trust (CITT)

CITT Ambassador Program

Eligibility Requirements

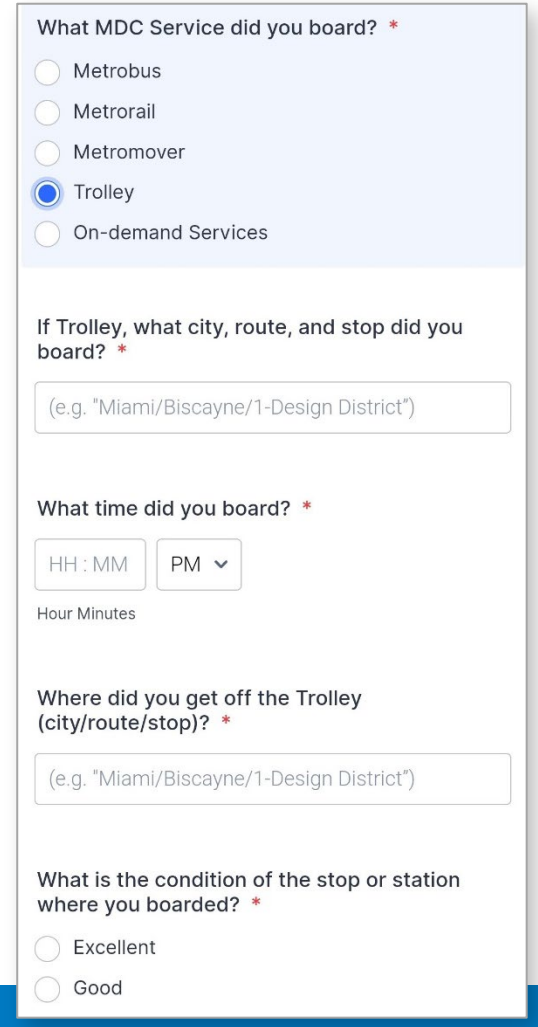
- Ride Miami-Dade Transit at least three times per week

Provide Feedback

- Share your experiences via the app
- Help improve the system with your suggestions

Receive

- Points for transit passes, ride-share and more
- Community service hours



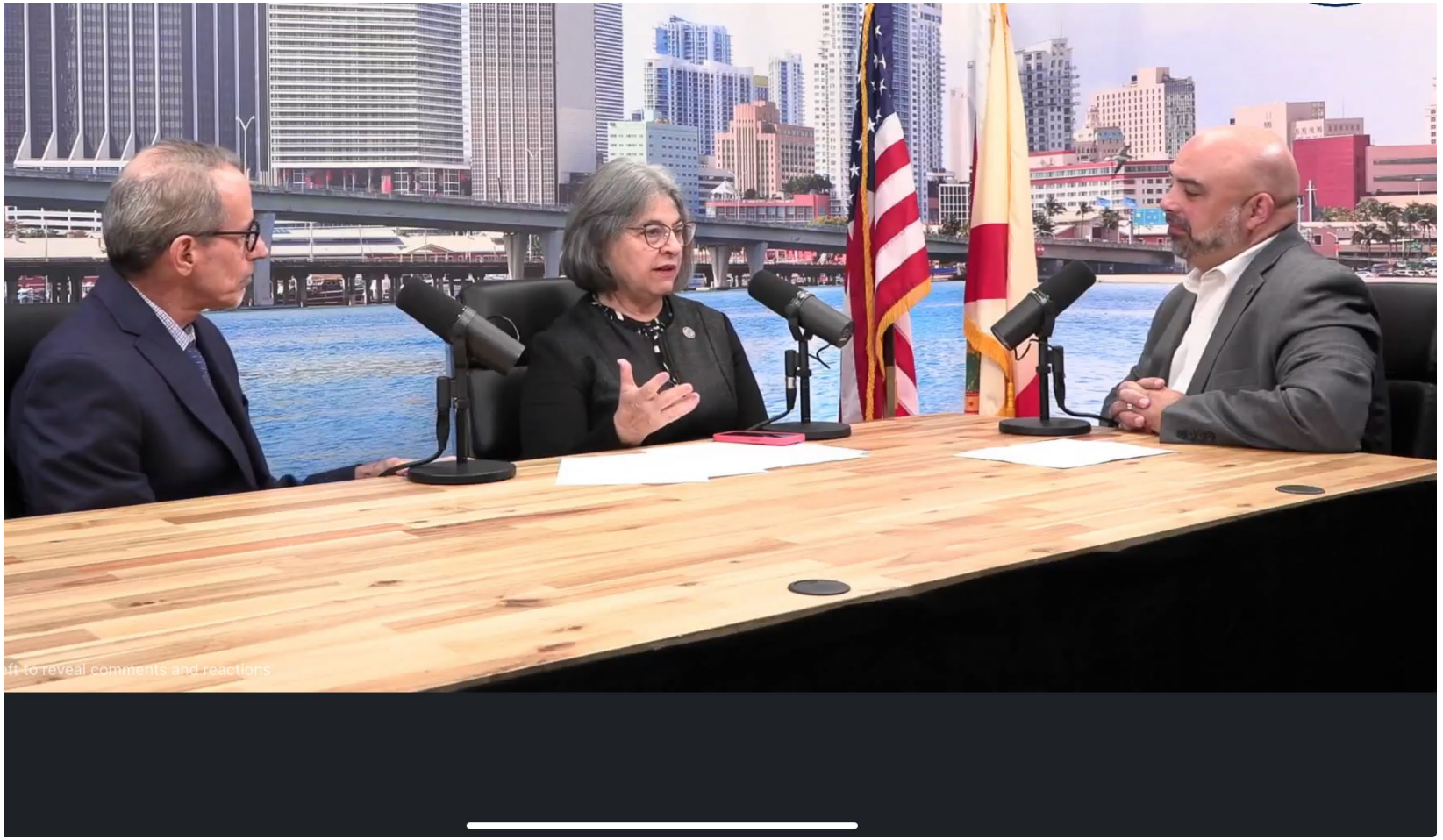
Mobility Matters Podcast

Our Talk Show

- Social Media program focused on mobility matters (*hence the name*)
- On Facebook Live & YouTube
- Every other Thursday at 9 am
- Miami's Community Newspapers Studio (South Miami)
- *Be Our Guest!*

Facebook.com/TransportationTrust

YouTube.com/CommunityNewspaper1946



Trust member Paul Schwiep, and Miami-Dade Mayor Daniella Levine Cava on a Mobility Matters podcast with Javier Betancourt.

Thank You

Javier A. Betancourt
Executive Director

305-375-1375

Javier.Betancourt@miamidade.gov

CITIZENS' INDEPENDENT
TRANSPORTATION TRUST

Let's Stay Connected!

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- @TransportationTrust
- Citizens' Independent Transportation Trust
- Citizens' Independent Transportation Trust
- @TransportationTrust

SCAN TO LEARN MORE

miamidade.gov/citt

ITEM NO. 5.A

North Bay Village
Recommendation Memorandum

DATE: March 18, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Approval of February 18, 2025 - Commission Meeting Minutes

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RECOMMENDATION

BACKGROUND AND ANALYSIS

The Village Commission held a meeting on February 18, 2025, and Minutes are being provided for the Commission's consideration and approval.

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ATTACHMENTS

02.18.2025 - Draft Minutes.pdf

North Bay Village
REGULAR VILLAGE COMMISSION MEETING MINUTES

Tuesday, February 18, 2025, | 6:00 P.M.
1666 Kennedy Causeway, Suite 101, North Bay Village, FL. 33141

Meeting ID: 856 9962 1248 | Passcode: 775823

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1. **Opening Items**
   - **A.** ***Call to Order*****:** Mayor Streitfeld called the meeting to order at 6:00 p.m.
   - **B.** ***Roll Call*****:** Present were the following Commission members –
     - Mayor Rachel Streitfeld
     - Vice Mayor Goran Cuk
     - Commissioner Doris Acosta
     - Commissioner Richard Chervony
     - Commissioner Andrew Rotondaro
   - **C.** ***Pledge of Allegiance***
     - The *Pledge of Allegiance* was recited.
   - **D.** ***Invocation*****:** None

2. **Order of Business:**
   Commissioner Chervony added a discussion for the Village Commission to consider a resolution from Miami-Dade County Board of Commissioners to name the new courthouse after Harvey Rubin and move Item 12B before 12A.

   Commissioner Acosta asked to move 14B after the Consent Agenda.

   Mayor Streitfeld pulled item 11C from the Consent Agenda for discussion. She asked to allow the YMCA Presentation and Senator Shevrin D. Jones's office representative to present when they arrive.

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

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

   3A. Legislative Report from the Office of State Senator Shevrin D. Jones
   A representative for Senator Jones took the podium to update the Commission on legislation supported by the Senator.

   3B. Report on the Stormwater Master Plan
   Carlos Morales, the Civil Division Manager from BCC Engineering, took to the podium to update the Commission on the project's progress. Construction for the North Bay Island Pump Station should begin in the Summer of 2025.

Three different consultants are designing three separate phases relevant to this project:

1 – Harbor Island: 30 percent of designs have been completed, along with heavy coordination with the Civic Park's project team to minimize impact on the park's construction schedule.

2 – Treasure Island-NW: 30 percent of the design is complete.

3 – Treasure Island-South: 30 percent of the design is due in two weeks, so BCC Engineering can review and return with changes if needed.

Another update will be given during the March Regular Commission Meeting.

3C. Recognition of Police Officer of the Quarter – July through September 2024:
Deputy Chief Behar took to the podium to acknowledge and recognize the following NBV PD Officers for their exemplary service: Detective Abel Brind, Officer Wuihudson Francois, and Officer Branden Stephens.

3D. Recognition of Police Officer of the Quarter – October through December 2024:
Deputy Chief Behar took to the podium to acknowledge and recognize the following NBV PD Officers for their exemplary service: Officer Jason Rodriguez and Officer Yesiney Cabrera.

3E. Recognition and Issuance of Unit Citation to Village Police Department Inaugural Team
Deputy Chief Behar took to the podium to acknowledge and recognize the NBV PD Officers for their exemplary service while on duty during the Presidential Inauguration in Washington, D.C.

4. **Open Forum:** Mayor Streitfeld opened the floor for the Open Forum.
   - **A. Martin Ogawa** – 7934 W Drive, Unit 1404
   - **B. Luis Navas** – 7927-31 E Drive
   - **C. Dave O'Hagan** – 7927-31 East Drive
   - **D. Indira Shakti** – 1555 N Treasure Drive, Unit 515

5. **Approval of Commission Minutes**
   - **A.** ***Approval of the following Meeting Minutes*****:**
     - January 21, 2025 - Regular Commission Meeting

ACTION: Commissioner Acosta made a motion to approve the December Meeting Minutes. Commissioner Rotondaro seconded the motion, and it passed by unanimous voice vote.

Representatives from the Y.M.C.A arrived, and Mayor Streitfeld moved Item 14D to accommodate the speaker. Village Clerk Alba Chang read the resolution into the official record.

14D. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE SUCH AGREEMENTS AS MAY BE NECESSARY WITH THE YMCA OF SOUTH FLORIDA, INC. FOR DAY CAMP & FAMILY RECREATION PROGRAMS IN AN AMOUNT NOT TO EXCEED $187,950; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (HUMAN RESOURCES DIRECTOR, JENICE ROSADO).

DRAFT

Human Resources Director Jenice Rosado introduced the Y.M.C.A.'s Kids Summer Camp options offered this year free of cost. Because many kids are expected to need summer program options, the Village has partnered with the Y.M.C.A. to provide and supplement diverse programming options while school is off session.

During discussions, it was explained that the new Y.M.C.A program replaces and enhances last year's summer curriculum. The costs for this program are higher, but the services are offered year-round during holiday breaks and long weekends.

Payment for this service is secured until the Summer within the allocated budget for community programming. Vice Mayor Cuk wanted to know what percentage of Treasure Island Elementary students are Village residents.

The funding is to create free programming for all TIES students, whether they live within the Village or not. Mayor Streitfeld said she wants to prioritize students who live within the Village.

Village Manager Rollason said those figures can be considered when new budgeting is discussed later in the year.

Discussions among the Commission led to the following instructions: The Summer program will proceed as is, free of cost to all TIES students: Village residents or not.

In the next budget cycle, discussions will resume about TIES students who do not live in the Village possibly paying a fee pending the results of the inquiry as to what percentage of TIES students are also Village residents.

Commissioner Chervony wants consideration for families with children attending TIES but living outside the Village if they cannot afford the summer fees.

MOTION: Commissioner Acosta made a motion to approve the resolution. It was seconded by Commissioner Chervony.

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

6. Advisory Board Minutes / Written Report:

The Sustainability and Resilience Task Force submitted a written report presented by its former Chair, Ms. Alisha Graham.

The Task Force has seven significant areas of focus within its purview:

1. Stormwater Management and Water Quality: Implemented the stormwater filters and monitored their efficiency once installed. The Task Force is currently working with Public Works on Phase II.

DRAFT

2. Seawall and Marine Projects: Monitored and reported pollution and illegal jet ski operations and advocated for the designation of manatee protection zones and enforcement. The Task Force is currently researching seawall technologies.
3. Infrastructure Development: Actively offered input on making the new Village Hall as possible. Currently working on the Civic Park Project with Village teams.

4. Waste Management and Recycling: Created a comprehensive recycling improvement strategy, including a bin-audit program and sanitation for multi-family and commercial buildings.

5. Community Engagement and Events: Poop Free NBV, Earth Day activities, Annual Climate Summit, NBV x Cortada's Foundation Structure installation, Dark Sky Week, NBV Presents: Mayor's Climate Summit and other community educational materials.

6. Policy and Legislation: Green Code updates, seawall ordinance modifications, recycling ordinance, local proclamation for Dark Sky initiatives, and incentives for green building enhancements.

7. Environmental Conservation: Education and promotion of native, Florida-friendly landscaping, protection of Biscayne Bay, and clean-up.

2025 Goals: Ms. Graham said the Task Force aims to continue building and enhancing all seven key areas during the new 2024 – 2026 Term.

7. Village Commission's Report

Commissioner Andrew Rotondaro:

- Bayshore Yacht and Tennis Club: He met with the management Board regarding the parking system and the Village Town Hall lease agreement.
- Harbor Island Sidewalk Repair Project: FDOT and Miami-Dade County are reviewing plans and pending approval.
- Island Walk: Commissioner Rotondaro asked the Village Attorney about the progress of negotiations with Grandview Palace to open the gate and grant access. Village Attorney Sera's next steps should be discussed.

Mayor Streitfeld used Commissioner Rotondaro's report to discuss the Bayshore Yacht and Tennis Club's still-unsatisfactory response to requests to relocate its parking lot. Village Planner Vargas said conversations are taking place to explore options, but a building application has not been submitted.

The ground floor commercial units are not in compliance with DERM Codes. Mayor Streitfeld asked what plans are in place to resolve the building issue. Village Manager Rollason said they have been thoroughly informed of their responsibilities and a constantly changing Board of Directors. Options are being developed with the Village Attorney. The last payment was made in January for a balance from October 2024.

Commissioner Chervony suggested scheduling a Sunshine Meeting to discuss all the issues surrounding the building thoroughly.

DRAFT

Mayor Streitfeld instructed Village Clerk Chang to schedule a Sunshine Meeting regarding the Bayshore Yacht and Tennis Club violations.

Commissioner Richard Chervony:

- New Hires: He welcomed all new employees who had recently joined the Village team.
- Community Center/TIES Field: The Miami Dade County approved the Village contract with our vendor partner, and the demolition permit at Galeon Street is pending approval. The groundbreaking announcement is days away.
- Shoma has been notified that it is in default. He requested the discussion item to be formally added to the March Agenda.
    a. **ACTION:** On the advice of the Village Attorneys, Commissioner Chervony made a formal motion to add this item for discussion during the March Meeting. It was seconded by Vice Mayor Cuk.

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

Commissioner Doris Acosta:

- Commissioner Acosta said during her second month as a Commissioner that she is still dissecting Village operations by department to understand better how all areas work together and where improvements can be implemented. She met with Public Works and Code Enforcement.
- Agenda Review Sessions: Her first agenda review Zoom session proved successful in allowing residents to ask and learn more about policies and matters discussed during Regular Commission Meetings. The March session will be announced soon.
- Wodapalooza 2025: The Commissioner attended Miami Beach's fitness festival, Wodapalooza, and brought back ideas to incorporate similar events at the Village. Commissioner Acosta said she took third place in the competition representing North Bay Village.
- Kayak Paddle Club: Her efforts to create this organization are ongoing.
- Planning and Zoning Board: She welcomed all new and returning members and wants to discuss ways an ordinance can be drafted that can guide developers on the three basic conditions the Village sets on any new construction project:
    a. Island Walk Public Access
    b. More civic spaces
    c. New buildings must have "street view appeal" in their aesthetic design.

Vice Mayor Goran Cuk:

- He praised the community's engagement in tonight's meeting.
- Vice Mayor Cuk updated the Village on the status of the Miami Beach trolley's route extending into North Bay Village. More conversations related to partnership terms are still being discussed.
- During his trip to Tallahassee, many encouraging meetings took place with state-elected officials who could aid the village in managing derelict vessels, Biscayne Bay protection, conservation and safety enforcement, and illegal jet ski operations.

DRAFT

- Police Department: A marine stop by a Village Officer led to a complaint that came across his desk. Upon review of the body-worn camera footage, all Village Officers behaved professionally, legally, and ethically.
- The Marine Patrol Vessel is out on the Bay four to five days a week, with increased patrol during Spring Break.
- Traffic Safety: Citations are being issued to control speeding and noise pollution. Other enforcement tools, such as cameras and drone technology, are being researched to minimize speeding on the Causeway.
- Resident Services Board: As liaison of the Board, he plans to hold many fun health and fitness-related events soon.

Mayor Rachel Streitfeld:

- Mayor Streitfeld is meeting with Miami Beach representatives, and she will discuss various issues, including accommodating Miami Beach kids who attend TIES with Village after-school activities and extending trolley routes.
- The Tallahassee trip led to a third appropriation request of $1.9 million to accommodate growth at the new Village Hall.
- Kind Designs is creating 3D printed sea wall technology constructed with a specific design that encourages marine life and the development of aquatic ecosystems on the sea wall itself, minimizing bacteria pollution.
- Treasure Island Cove: Sunbeam bought the property and will soon demolish the buildings, but the Village will insist that the construction be safe, secure, and well-lit.
- An Arts-for-Learning-sponsored program will offer a summer art program for 60 North Bay Village kids free of charge for 6 weeks.
- Kayak Launch: Upon site inspection, she now understands the design is unsafe for public use. The launch platform will be redesigned to be safer and make loading and unloading the kayaks easier. She instructed the Village Manager to lock the area immediately to prevent access.

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

9. **Village Manager's Report:** *For detailed reporting of the prior month's expenditures, please visit the Finance Department webpage on the North Bay Village website at https://northbayvillage-fl.gov/finance-department/*
   - **A.** ***Communications and Special Events Report*****:** January 2025
   - **B.** ***Code Enforcement Report*****:** January 2025
   - **C.** ***Traffic Enforcement Report*****:** January 2025
   - **D.** ***Village Hall Project:*** The RFP to receive bids has been completed and is being reviewed. Later in the week, conversations will occur about adding the sixth floor and a functional rooftop.
   - **E.** ***Public Works Director:*** Village Manager Rollason introduced the new Public Works Director to the Commission and the Public.

10. **Village Clerk's Report**
    - **A. Village Clerk's Report:** January 2025

DRAFT

11. Consent Agenda

A. ***Staff Items***

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

11A. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025 TO ALLOCATE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS FOR POLICE DEPARTMENT SALARIES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

11B. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WAIVING BUILDING PERMIT FEES FOR SINGLE FAMILY HOMES THAT ARE UNDERGOING REPAIRS FOR SEWER CONNECTION REPAIR/REPLACEMENT WORK PRIOR TO JUNE 1, 2025; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

11D. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THE APPOINTMENT OF STEVEN P. BUCKLAND AS PUBLIC WORKS DIRECTOR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

11E. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO KIMLEY-HORN AND ASSOCIATES, INC. FOR ADDITIONAL CONSTRUCTION PHASE SERVICES RELATED TO THE VILLAGE'S WASTEWATER PUMP STATION IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $29,685.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

11F. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING VARIOUS EMERGENCY PURCHASES AND SERVICES RELATED TO THE RELOCATION OF SANITATION AND PUBLIC WORKS FACILITIES TO THE TEMPORARY FACILITY LOCATED AT 1440 KENNEDY CAUSEWAY; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

11G. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE PURCHASE OF EMERGENCY REPAIR WORK RELATED TO A WATER MAIN BREAK ON KENNEDY CAUSEWAY FROM JORMAK EQUIPMENT & CONSULTING, INC. IN THE AMOUNT OF $183,000; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

11H. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CHANGE ORDER TO THE CONSTRUCTION AGREEMENT WITH FLORIDA ENGINEERING AND DEVELOPMENT CORP. FOR ADDITIONAL

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SERVICES DUE TO SIGNALIZATION CHANGES FOR THE TREASURE ISLAND ADA IMPROVEMENTS PROJECT PURSUANT TO INVITATION TO BID NO. 2022-006 IN AN AMOUNT NOT TO EXCEED $40,803.09; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11I. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING A CHANGE ORDER TO THE CONSTRUCTION AGREEMENT WITH DAVID MANCINI & SONS, INC. FOR EMERGENCY REPAIRS RELATED TO THE VILLAGE'S WASTEWATER PUMP STATION IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $61,244.57; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

11J. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN UPDATED FEE SCHEDULE FOR ADMINISTRATIVE SERVICES, SPECIAL EVENTS, AND EXTRA-DUTY OFFICER FEES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

11K. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CABALLERO FIERMAN LLERENA & GARCIA, LLP FOR THE VILLAGE'S ANNUAL FINANCIAL AUDIT SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

ACTION: On items *not* pulled during the *Order of Business* - Commissioner Chervony made a motion to approve the Consent Agenda. Commissioner Acosta seconded the motion.

Upon roll call vote, the motion passed with Commissioner Acosta, Commissioner Chervony, Vice Mayor Cuk, and Mayor Streitfeld voting for. Commissioner Rotondaro was away from the Dais.

11C. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE VILLAGE MANAGER'S DIRECTIVE TO WANNEMACHER JENSEN ARCHITECTS, INC. TO PROCEED WITH PRELIMINARY DESIGN WORK TO ADD AN ADDITIONAL FLOOR TO THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX PROJECT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - FRANK ROLLASON.

Mayor Streitfeld read the resolution into the official record.

Because the new Village Hall needs a sixth floor, the Fire Safety code that applies to the building falls under the "high-rise" category. This requires a series of specific designs that allow for proper evacuation and emergency access if needed.

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Other emergency response systems may require physical space to be installed, which takes up the floor area of the building.

Mayor Streitfeld wants to know how a usable rooftop can be added to the design.

Village Manager Rollason said he would meet with architects later in the week, and these questions could be addressed regarding rooftop installations and their impact on the safety codes we must abide by.

MOTION: Mayor Streitfeld made a motion to approve the resolution. Vice Mayor Cuk seconded it.

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

12. First Reading of Ordinances:

12A. AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 9.22, "SYNTHETIC TURF," OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), TO MODIFY THE STANDARDS FOR DESIGN, PERMITTING AND INSTALLATION OF SYNTHETIC TURF; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLANSON (VILLAGE PLANNER SILVIA E. VARGAS, FAICP).

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

Commissioner Chervony inquired why private property was prohibited from placing synthetic turf in front of a single-family home.

Mayor Streitfeld said this Ordinance allowed single-family property owners to install ground cover on their lawns without compromising the Village's aesthetic and minimizing fertilizer applications.

Commissioner Chervony did not see how these parameters could be enforced on private property. Village Attorney Haydee Sera said there are other ways to do so.

Mayor Streitfeld said the Planning and Zoning Board is preparing a highly detailed document that indicates the appropriate amounts of synthetic turf that should be installed and incentives for those who select natural, native landscaping.

Village Planner Vargas said the standard for the type of synthetic turf allowed is high. Commissioner Chervony disagreed with forcing a homeowner to buy a specific product that may be expensive.

MOTION: Vice Mayor Cuk made a motion to approve the Ordinance. It was seconded by Commissioner Rotondaro.

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

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12B. AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, COMPREHENSIVELY AMENDING THE UNIFIED LAND DEVELOPMENT CODE TO MODIFY REGULATIONS RELATING TO SPECIAL AREA PLANS (SAPS); PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE - SPONSORED BY MAYOR RACHEL STREITFELD (VILLAGE ATTORNEY TONY RECIO AND VILLAGE PLANNER SILVIA E. VARGAS, FAICP).

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

Mayor Streitfeld asked for a renewed understanding of the partnership between the Village and the Developers, which aims to maximize benefits while meeting the Village's needs as much as possible.

Commissioner Acosta said she liked the proposed Ordinance but would like to add a step where the community can become more involved.

Vice Mayor Cuk said we need to be realistic with our requests to developers.

Commissioner Chervony said that we need to refortify our infrastructures to sustain the increased use of sewers, water, garbage, vehicle parking, and other necessities that will grow along with the population.

Commissioner Rotondaro asked to review and recap the changes requested by the Planning and Zoning Board, which were listed by Mayor Streitfeld as follows:

1. No eligibility on RM-40
2. Developers must host a Town Hall
3. Increase civic space requirement to 10 percent
4. Proposed increase of lot size for SAP eligibility to 3 acres

Commissioner Chervony said that requesting 10 percent of civic space can be a lot depending on the size of the lot.
Mayor Streitfeld said creating incentives for developers to submit building applications via the SAP plan will maximize the Village's flexibility to negotiate for its needs in a manner that can benefit all parties.

Upon the Mayor's request, Village Attorney Tony Recio said the proposed Ordinance grants all parties more room to negotiate and gives the Commission more latitude in reviewing and approving an application.

After a lengthy discussion, the Commission agreed on the following:

1. Eliminate RM-40
2. Maintain lot size at 1.75 acres
3. Maintain civic space requirement to 5 percent
4. Include a waterfront/open space requirement, separate from Island Walk access.
5. Rephrase the language to elaborate on the mitigation of impact

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ACTION: Commissioner Acosta made a motion to approve the Ordinance, and Vice Mayor Cuk seconded it.

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

After voting was completed, Commissioner Chervony requested a document containing all the approved points.

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

14. Discussion / Action Items

A. ***Unfinished Business***

B. ***New Business***

14A. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, DIRECTING THE VILLAGE MANAGER TO EXPLORE THE FEASIBILITY OF DEVELOPING A VERTIPORT FACILITY IN OR NEAR THE VILLAGE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - SPONSORED BY COMMISSIONER RICHARD CHERVONY.

A vertiport is a landing/takeoff site for aircraft that can take off and land vertically, like a helicopter, but for smaller electric and/or hydrogen-powered aircraft.
Commissioner Chervony said many residents are interested in funding vertiport access for travel, but he needs a resolution from the Village to move forward with feasible options.

Mayor Streitfeld said she would like the National Environmental Protection Act [NEPA] to review the final proposal.

MOTION: Commissioner Acosta made a motion to approve the resolution. Commissioner Chervony seconded it.

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

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14C. Discussion and Progress Update on Village Grants - Sponsored by Mayor Rachel Streitfeld.

Chief of Staff Leo Cosio took the podium to address any questions from the Commission. Grant Coordinator Lakeesha Morris attended via ZOOM to offer support and provide additional details. She is requesting extensions to expiring grants and which ones are opening for the new application cycle.

A seawall grant expiring in September 2026 should be repurposed to take advantage of the funds. Mr.

A $1 million grant for the North Plaza Walk is expiring soon, and options must be explored to avoid losing the funds.

Mayor Streitfeld asked that the grant updates be provided to the Commission as a report at the March Commission Meeting.

14B. Discussion on the Resident Services Board Recommended Changes to the North Bay Village Saidi Sisters Memorial Scholarships.

Director of Communications Julie Leonardi explained to the Commission the basis for presenting this proposed recommendation from the Resident Services Board.

Former Chair of the Resident Services Advisory Board Lidia Cantave took the podium to petition for the scholarship funds to be redistributed as follows:

ACTION: The Commission reached the following consensus -

- $2,000 for the high school recipient, and two recipients will be awarded $2,000 each.
- $1,000 for the junior high recipient.
- $1,000 for the Optimist Club.

Commissioner Chervony asked the Village Attorney if members of the Dais who are also part of the Optimist Club can vote on this issue granting the Optimist Club financial aid.

The Commission members who are also part of the Optimist Club said they receive zero financial benefits from the Club. Village Attorney Tony Recio said no conflict of interest exists.

14D. A NEWLY ADDED ITEM BY COMMISSIONER CHERVONY REQUESTING SUPPORT TO CREATE A RESOLUTION THAT NAMES THE NEW MIAMI-DADE COURTHOUSE AFTER HARVEY RUBIN.

Village Attorney Tony Recio read the proposed resolution into the official record.

MOTION: Mayor Streitfeld made a motion to approve the resolution. Vice Mayor Cuk seconded it.

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

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15. Adjournment

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

There being no further business to discuss, the meeting adjourned at 10:19 p.m.

Accepted this 18th day of March 2025.

_____
Rachel Streitfeld, Mayor

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

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ITEM NO. 9.A

North Bay Village
Recommendation Memorandum

DATE: March 18, 2025

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

FROM: Gabriella Russitano, Legislative Aide

SPONSORED BY:

SUBJECT: Report on YMCA Kids Summer Camp

RECOMMENDATION

BACKGROUND AND ANALYSIS

North Bay Village will host a youth Summer Camp in partnership with the YMCA, providing an engaging and enriching experience for local youth. Registration officially opened on March 17, 2025, offering a variety of activities that promote learning, recreation, and personal growth. The camp will feature diverse programs, including sports, arts, STEM activities, and outdoor adventures. With registration now open, efforts will focus on outreach and ensuring accessibility for all interested families. This update provides an opportunity to review enrollment progress, address logistical considerations, and enhance community participation.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONE

PERSONNEL IMPACT

NONE

ITEM NO. 9.B

North Bay Village
Recommendation Memorandum

DATE: March 18, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: None

SUBJECT: Report on the Village's Grants

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

PERSONNEL IMPACT
None

ITEM NO. 9.C

North Bay Village
Recommendation Memorandum

DATE: March 18, 2025

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

FROM: Julie Leonardi, Director of Communications

SPONSORED BY: NONE

SUBJECT: Communications & Special Events Report (February 2025)

RECOMMENDATION

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
CommsEventReportMarch182025.pdf

North Bay Village

Communications & Events Engagement Report

NORTH BAY VILLAGE
HEART OF THE BAY

EVENTS & PROMOTIONS HIGHLIGHTS - FEB 2025

- NBV Night at Miami Beach Bandshell: Created promotional flyers and social media campaign for this successful event.
- Spring Fling: Launched marketing materials for our upcoming April community celebration.
- Nova Music Festival Exhibition: Coordinated a community visit.

DIGITAL CONTENT & MEDIA

- Video Production: Wrote, directed, and produced informational videos about upcoming Village projects, scheduled for release this Spring, including project update and intro video for Planning & Zoning board.
- Instagram Growth: Surpassed 4,000 followers (double our 2023 count)
- NBV Tech & Networking Mixer: Event received exceptional turnout and generated positive media coverage.

ADMINISTRATIVE IMPROVEMENTS

- Special Events Permit Process: Streamlined application workflow and implemented online payment system, creating a seamless experience for both applicants and staff.
- 2025 Events Calendar: Finalized planning and dates for all major Village-wide events.
- Resident Services Advisory Board: Conducted productive in-person meeting to gather community input.

The Communications team continues to focus on enhancing resident engagement through improved digital communications, streamlined processes, and community-centered events.

On *Instagram*, our NBV account has **4,074 followers.** We've increased 100 followers in the last 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.D

North Bay Village
Recommendation Memorandum

DATE: March 18, 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 (February 2025)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Monthly Traffic Report (February 2025).pdf

North Bay Village Police Department
Memorandum

Date: March 3, 2025

To: Deputy Chief, S. Bejar

From: Norlan Benitez, Sergeant

Subject: Monthly Traffic Enforcement Report for February 1 to February 28, 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 February n 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:

- 377 – Speeding Citations
- 65– Criminal Citations
- 102–Moving Violation Citations
- 229 – Non-Moving Citations
- 40 – Warnings

Traffic Enforcement on Treasure Island:

- 0 – Speeding Citation
- 5 – Criminal Citations
- 33 – Moving Violation Citations
- 17– Non-Moving Citations
- 9 – Warnings

Traffic Enforcement on Harbor Island:

- 0 – Speeding Citation
- 6 – Criminal Citation
- 29– Moving Violation Citations
- 22 – Non-Moving Citations
- 7 – Warnings

Traffic Enforcement on North Bay Island:

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

Traffic Enforcement Totals:

- 552– Citations
- 73–Warnings
- 135– Parking Citations

ITEM NO. 9.E

North Bay Village
Recommendation Memorandum

DATE: March 18, 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 (February 2025)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Recovered $12,075.00 in code enforcement fines.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Code Monthly Report February-2025.pdf

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

	Code	Statistics	Dec-19	$	$
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7904 West Dr. #216	Operating/Advertising	Citation	12/3/2019		$1,350.00
7904 West Dr. #1003	Operating/Advertising	Citation	11/29/2019		$1,100.00
7904 West Dr. #711	Operating/Advertising	Warning	12/5/2019		
7904 West Dr. #602	Operating/Advertising	Warning	12/5/2019		
7904 West Dr. #512	Operating/Advertising	Warning	12/5/2019		
7904 West Dr #115	Operating/Advertising	Warning	11/30/2019		
1830 S Treasure Dr. #211	Operating/Advertising	Citation	12/10/2019	$1,100.00	
7921 West Dr. #6	Operating/Advertising	Warning	11/25/2019		
7545 E Treasure Dr. #10H	Operating/Advertising	Warning	11/25/2019		
7501 E Treasure Dr. #6T	Operating/Advertising	Warning	11/25/2019		
7928 East Dr. #101	Operating/Advertising	Warning	11/25/2019		
7939 East Dr.#15	WWP	Citation	12/1/2019		$500.00
7545 E Treasure Dr. #6i	WWP	Citation	12/6/2019		$500.00
7545 W Treasure Dr.	Landscape	Citation	12/6/2019		$200.00
7904 West Dr. #515	WWP	Citation	12/9/2019		$500.00
7701 Beach View Dr.	Various	Citation	12/12/2019		$2,500.00
1625 Kennedy Cswy	MOT Permit	Citation	12/12/2019		$500.00
	Landscape	Citation	12/13/2019		$675.00

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

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

	Code	**Statistics**	**Feb-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1401 Kennedy Cswy	WWP/Noise	Citation	2/3/2020		$700.00
1550 Kennedy Cswy	WWP	Citation	2/3/2020		$500.00
7401 Beach View Dr	Derelict Trailer	Warning	2/7/2020		
7800 Hispanola Ave	WWP/Noise	Citation	2/5/2020		$700.00
7933 West Dr.	Building Parts	Warning	2/10/2020		
1865 Kennedy Cswy	WWP	Citation	2/3/2020		$500.00

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

	Code	**Statistics**	**Mar-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1520 S. Treasure Dr	WWP	Citation	2/29/2020	$200.00	
1520 S. Treasure Dr	Noise	Citation	2/29/2020	$200.00	
7537 W. Treasure Dr	Operating/Advertising	Citation	3/3/2020		$1,100.00
7920 East Dr #14	WWP	Citation	3/4/2020		$200.00
1872 Kennedy Cswy	WWP	Citation	3/9/2020		$500.00
1872 Kennedy Cswy	Trash	Citation	3/9/2020		$200.00
7904 West Dr #808	WWP	Citation	3/9/2020	$500.00	
7525 Buccaneer Ave	WWP	Citation	3/7/2020	$200.00	
7525 Buccaneer Ave	Noise	Citation	3/7/2020	$200.00	
7900 Harbor Island Dr#517	Operating/Advertising	Warning	3/10/2020		
7508 Jewel Ave	Operating/Advertising	Warning	3/10/2020		
7904 West Dr #808	WWP	Citation	3/10/2020		$500.00
1665 79th Street CSWY	Graffiti	Warning	3/11/2020		

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

	Code	**Statistics**	**Apr-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7508 E Treasure Dr	Trash	Warning	4/1/2020		
7917 West Dr	Bulk Trash	Warning	4/1/2020		
1850 S Treasure Dr	Noise	Citation	4/3/2020	$200.00	
1555 N Treasure Dr	ROW Violation	Warning	4/1/2020		
1850 S Treasure Dr	WWP	Citation	4/3/2020	$200.00	
7610 Center Bay Dr	Operating/Advertising	Citation	4/6/2020		$1,000.00
7610 Center Bay Dr	BTR	Citation	4/6/2020		$100.00
7900 Harbor Island Dr #521	BTR	Warning	4/1/2020		
7524 W Treasure Dr	Special Magistrate	Order	4/1/2020		$1,550.00
7553 Bounty Ave	Trash	Warning	4/7/2020		
7925 West Dr	WWP	Citation	4/7/2020		$500.00

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

	Code	**Statistics**	**May-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7525 W Treasure Dr	Operating/Advertising	Citation	4/3/2020		$2,100.00
7937 West Drive #F	Minimum Housing	Warning	4/30/2020		
7937 West Drive #F	Minimum Housing	Citation	5/1/2020	$250.00	
7517 Buccaneer Ave	Noise	Citation	5/6/2020		$200.00
7904 West Dr #1005	Emergency Order	Citation	5/6/2020		$250.00
7700 Miami View Dr	WWP	Citation	5/8/2020	$500.00	
7400 Beach View Dr	Landscape	Warning	5/4/2020		
7524 W Treasure Dr	Landscape	Warning	5/6/2020		
7700 Miami View Dr	WWP	Citation	5/8/2020		$500.00
1365 Bay Terrace	Noise	Citation	5/9/2020	$100.00	
7517 Hispanola Ave	Graffiti/Maintenance	Warning	5/7/2020		
7904 West Dr #115	Operating/Advertising	Warning	5/8/2020		
7904 West Dr #205	Operating/Advertising	Warning	5/8/2020		
7731 Coquina Dr	Operating/Advertising	Warning	58/2020		
1601 Kennedy Cswy	Graffiti	Warning	5/8/2020		
7401 Miami View Dr	Landscape	Warning	5/9/2020		
7623 Beach View Dr	Trash/Recycling	Citation	5/9/2020		

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

	Code	**Statistics**	**Jun-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7510 Coquina Dr	Noise	Warning	5/28/2020		
7556 W Treasure Dr	Expired Permit	Citation	5/29/2020		$500.00
7904 West Drive	WWP	Citation	5/29/2020		$500.00
1540 S Treasure Dr	Trash	Warning	6/1/2020		
1819 Kennedy Cswy	Emergency Order	Citation	6/1/2020		$250.00
7521 W Treasure Dr	Permit	Warning	6/3/2020		
1801 S Treasure Dr	Trash	Warning	6/2/2020		
1865 Kennedy Cswy #10D	Noxious Odor	Warning	6/2/2020		
1401 Kennedy Cswy	WWP	Citation	6/4/2020		$500.00
7517 Hispanola Ave	Graffiti	Warning	6/2/2020		
1555 N Treasure Dr	Trash	Warning	6/4/2020		
1872 Kennedy Cswy	Trash	Warning	6/2/2020		
1570 S Treasure Dr	Trash	Warning	6/6/2020		

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

	Code	**Statistics**	**Jul-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7531 Coquina Dr	Landscape	Warning	6/30/2020		
1900 E Treasure Dr #4C	Noise	Warning	6/30/2020		
East Drive	Vehicle Violation	Warning	7/1/2020		

7549 Bounty Ave	Landscape	Warning	7/2/2020		
7513 W Treasure Dr	Trash	Warning	7/2/2020		
7544 W Treasure Dr	Landscape	Warning	7/3/2020		
7505 Adventure Ave	Landscape	Warning	7/3/2020		
1620 N Treasure Dr	Landscape	Warning	7/3/2020		
7529 Hispanola Ave	Landscape	Warning	7/3/2020		
S Treasure Drive	Vehicle Violation	Warning	7/5/2020		
Galleon Street	Vehicle Violation	Warning	7/5/2020		
Galleon Street	Vehicle Violation	Warning	7/5/2020		
E Treasure Dr	Vehicle Violation	Warning	7/5/2020		
S Treasure Drive	Vehicle Violation	Warning	7/5/2020		
7517 Hispanola Ave	Special Magistrate	Order	7/6/2020		$20,000.00
7731 Coquina Dr	Operating/Advertising	Citation	7/6/2020		$1,000.00
7731 Coquina Dr	BTR	Citation	7/6/2020		$100.00
7731 Coquina Dr	Emergency Order	Citation	7/6/2020		$250.00
7918 West Drive	Trash	Warning	7/7/2020		
7810 Center Bay Dr	Landscape	Warning	7/7/2020		
7509 Adventure Ave	Blocking ROW	Warning	7/8/2020		
7904 West Dr #905	Special Magistrate	Order	7/7/2020		$2,175.00
1301 Bay Terrace	Bulk Trash	Warning	7/9/2020		
1365 Bay Terrace	Trash	Warning	7/9/2020		
8000 East Drive	WWP	Citation	7/10/2020	$500.00	
7904 West Drive #904	Emergency Order	Citation	7/11/2020	$250.00	
7904 West Drive #904	Operating/Advertising	Citation	7/11/2020	$2,000.00	
7904 West Drive #904	BTR	Citation	7/11/2020	$100.00	
7701 Beachview Dr	Emergency Order	Citation	7/11/2020	$250.00	
7548 W Treasure Dr	WWP	Citation	7/11/2020	$500.00	
1801 S Treasure Dr	Trash	Warning	7/13/2020		
7537 W Treasure Dr	Trash	Warning	7/13/2020		
7537 W Treasure Dr	Landscaping ROW	Warning	7/13/2020		
7911 East Drive	Derelict Vehicle	Warning	7/14/2020		
1872 Kennedy Causeway	Trash	Warning	7/15/2020		
1441 S Treasure Dr	Emergency Order	Citation	7/16/2020	$250.00	
Public Property	Derelict Vehicle	Warning	7/16/2020		
1450 S Treasure Dr	Operating/Advertising	Warning	7/18/2020		
1881 Kennedy Cswy #706	Operating/Advertising	Citation	7/18/2020	$1,000.00	
1881 Kennedy Cswy #706	BTR	Citation	7/18/2020	$100.00	
7934 West Drive #1005	Operating/Advertising	Citation	7/18/2020	$1,000.00	
7934 West Drive #1005	BTR	Citation	7/18/2020	$100.00	
1331 Bay Terrace	Special Magistrate	Order	7/20/2020		$2,500.00
1580 Kennedy Cswy	Landscape	Warning	7/21/2020		
7544 Mutiny Ave	Landscape	Warning	7/21/2020		
7801 Center Bay Dr	Open/Unsecured	Warning	7/27/2020		
7940 West Drive	Landscape	Warning	7/27/2020		
7931 East Drive	Derelict Vehicle	Warning	7/27/2020		
7931 East Drive	Vessel Violation	Warning	7/27/2020		
1860 S Treasure Dr	WWP	Citation	7/29/2020		$1,200.00

7801 Center Bay Dr	Open/Unsecured	Warning	7/29/2020		
7710 Coquina Dr	Bulk Trash	Warning	7/30/2020		
8000 East Drive	WWP	Citation	7/30/2020		$500.00
Various Locations	Weather Advisory	Warning	7/31/2020		
(27) Lien Searches					
				$6,050.00	$27,725.00
	Code	**Statistics**	**Aug-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1872 Kennedy Cswy	Bulk Trash	Warning	8/3/2020		
1725 Kennedy Cswy	Trash/Sign	Warning	8/3/2020		
7904 West Drive	Bulk Trash	Warning	8/3/2020		
1555 Kennedy Cswy	Sign	Warning	8/3/2020		
7711 Beachview Dr	WWP/Filming	Citation	8/3/2020	$500.00	
1666 Kennedy Cswy #610	WWP	Citation	8/4/2020	$500.00	
7540 Mutiny Ave	Bulk Trash	Warning	8/5/2020		
Adventure Ave/AtlanticBB	Blocking ROW	Warning	8/5/2020		
1801 S Treasure Dr #329	Littering	Warning	8/5/2020		
7556 W Treasure Dr	WWP	Citation	8/6/2020	$500.00	
1801 S Treasure Dr #329	Littering	Warning	8/6/2020		
1666 Kennedy Cswy #610	WWP	Citation	8/6/2020		$500.00
7711 Beachview Dr	Property Maintenance	Warning	8/6/2020		
1801 S Treasure Dr	Trash	Warning	8/10/2020		
7553 Cutlass Ave	Bulk Trash	Warning	8/10/2020		
7501 Adventure Ave	Landscaping / Sidewalk	Warning	8/11/2020		
Bounty / N Treasure Dr	Derelict Vehicle	Warning	8/11/2020		
7934 West Drive	Property Maintenance	Warning	8/11/2020		
1365 Bay Terrace	Bulk Trash	Warning	8/12/2020		
7721 Beachview Dr	Bulk Trash	Warning	8/12/2020		
1820 E Treasure Dr #306A	WWP	Citation	8/13/2020	$500.00	
Galleon Street	Derelict Vehicle	Warning	8/13/2020		
7544 Adventure Ave	Derelict Vehicles	Warning	8/13/2020		
1441 S Treasure Dr	Emergency Order	Citation	8/14/2020	$250.00	
1900 S Treasure Dr	Illicit Discharge	Citation	8/17/2020	$200.00	
1900 S Treasure Dr	Illicit Discharge	Citation	8/17/2020	$200.00	
1801 S Treasure Dr #329	Littering	Citation	8/19/2020		$250.00
1681 Kennedy Causeway	Blocking ROW	Citation	8/19/2020	$200.00	
7556 W Treasure Dr	WWP	Citation	8/19/2020		$500.00
7910 Harbor Island #1111	Minimum Housing	Warning	8/15/2020		
7511 Center Bay Dr	Landscaping	Warning	8/15/2020		
7517 Adventure Ave	Noise	Citation	8/15/2020	$200.00	
1860 S Treasure Drive	WWP	Citation	8/21/2020		$900.00
7904 West Drive #404	Emergency Order	Citation	8/19/2020	$250.00	
7920 East Drive #16	WWP	Citation	8/20/2020	$500.00	

7501 E Treasure Drive	Noise	Warning	8/20/2020		
7904 West Drive #404	Property Maintenance	Warning	8/20/2020		
7904 West Drive #CU-12	BTR	Warning	8/20/2020		
Various Locations	Weather Advisory	Warning	8/21/2020		
7920 West Drive	Bulk Trash	Warning	8/18/2020		
7548 W Treasure Dr	Noise	Warning	8/19/2020		
N Treasure Dr & Adventure	Prohibited Sign	Removed	8/20/2020		
7821 Coquina Dr	WWP	Warning	8/20/2020		
7801 Miami View Dr	Special Magistrate	Order	8/26/2020		$1,200.00
1820 E Treasure Dr #306A	WWP	Citation	8/27/2020		$500.00
7917 West Drive	Trash	Warning	8/26/2020		
7552 Adventure Ave	Bulk Trash	Warning	8/25/2020		
1365 Bay Terrace	Bulk Trash	Warning	8/26/2020		
7537 Adventure Ave	Bulk Trash	Warning	8/26/2020		
(28) Lien Searches					
				$3,800.00	$3,850.00

	Code	**Statistics**	**Sep-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1441 S treasure Dr	Trash Cans	Citation	8/29/2020	$50.00	
1441 S treasure Dr	Landscaping	Warning	8/29/2020		
7904 West Drive #708	Operating/Advertising	Warning	8/29/2020		
7720 Center Bay Dr	Operating/Advertising	Warning	8/29/2020		
7801 Center Bay Dr	Trash	Warning	9/1/2020		
7904 West Drive #214	Special Magistrate	Order	9/2/2020		$4,500.00
7801 Beachview Dr	Landscaping	Warning	9/3/2020		
7904 West Drive #602	Special Magistrate	Order	9/3/2020		$3,000.00
1900 S Treasure Dr	Illicit Discharge	Citation	9/4/2020		$200.00
1900 S Treasure Dr	Illicit Discharge	Citation	9/4/2020		$200.00
7917 Adventure Ave	Noise	Warning	9/2/2020		
8020 East Drive #215	WWP	Citation	9/4/2020	$500.00	
7821 Beachview Dr	Noise	Citation	9/5/2020	$200.00	
7525 Buccaneer Ave	Noise	Warning	9/5/2020		
1881 Kennedy Cswy	Noise	Citation	9/5/2020	$200.00	
7904 West Drive #810	Operating/Advertising	Citation	9/5/2020	$1,000.00	
7904 West Drive #810	BTR	Citation	9/5/2020	$100.00	
7920 East Drive #16	WWP	Citation	9/8/2020		$500.00
7530 Miamiview Dr	Trash	Warning	9/8/2020		
1701 N Treasure Dr #6	Landscaping	Warning	9/8/2020		
1365 Bay Terrace	Special Magistrate	Order	9/10/2020		$7,000.00
1865 Kennedy Cswy #6k	WWP	Citation	9/10/2020	$500.00	
1441 S treasure Dr	Landscaping	Citation	9/12/2020	$200.00	
7904 West Drive #512	Special Magistrate	Order	9/11/2020		$3,500.00
7623 Beachview Drive	Emergency Order	Citation	9/14/2020	$250.00	

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

	Code	**Statistics**	**Oct-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7623 Beachview Dr	WWP	Citation	10/3/2020	$500.00	
7701 Beachview Dr	Emergency Order	Citation	10/1/2020		$250.00
7623 Beachview Dr	Noise	Citation	10/3/2020	$200.00	
7918 West Drive	Fence	Warning	10/3/2020		
7545 Bounty Ave	Bulk Trash	Warning	10/3/2020		
7541 Bounty Ave	Bulk Trash	Warning	10/3/2020		
7541 Bounty Ave	WWP	Citation	10/3/2020	$500.00	
7544 Adventure Ave	Derelict Vehicle	Warning	10/5/2020		

1750 S Treasure Dr	WWP	Citation	10/5/2020	$500.00	
7536 W Treasure Dr	WWP	Citation	10/6/2020	$500.00	
7536 W Treasure Dr	Operating/Advertising	Warning	10/6/2020		
7623 Beachview Dr	Emergency Order	Citation	10/6/2020		$250.00
7904 West Drive #810	Special Magistrate	Order	10/7/2020		$587.00
7541 Cutlass Ave	WWP	Citation	10/7/2020	$500.00	
1550 Kennedy Cswy	Special Magistrate	Order	10/7/2020		$5,525.00
7623 Beachview Dr	WWP	Citation	10/8/2020	$500.00	
7532 Buccaneer Ave	Blocking ROW	Warning	10/9/2020		
7711 Beachview Dr	Trash Cans	Warning	10/9/2020		
7800 Beachview Dr	Trash Cans	Warning	10/9/2020		
7711 Beachview Dr	Trash Cans	Citation	10/10/2020	$200.00	
7904 West Drive #614	WWP	Citation	10/10/2020	$500.00	
7810 Coquina Dr	WWP	Citation	10/10/2020	$500.00	
7800 Beachview Dr	Noise	Citation	10/12/2020	$100.00	
7810 Coquina Dr	Landscape	Warning	10/8/2020		
7504 Buccaneer Ave	Noise	Citation	10/10/2020	$100.00	
7800 Beachview Dr	Noise	Citation	10/12/2020	$100.00	
7623 Beachview Dr	WWP	Citation	10/12/2020		$500.00
7623 Beachview Dr	Noise	Citation	10/12/2020		$200.00
7623 Beachview Dr	WWP	Citation	10/12/2020		$500.00
7904 West Drive #CU12	WWP	Citation	10/14/2020	$500.00	
7810 Beachview Dr	Operating/Advertising	Warning	10/13/2020		
7504 Buccaneer Ave	Noise	Citation	10/14/2020		$100.00
1580 Kennedy Cswy	40 Year	Citation	10/15/2020	$500.00	
7505 W Treasure Dr	WWP	Citation	10/16/2020	$500.00	
1441 S Treasure Dr	Trash Cans	Citation	10/16/2020	$200.00	
7510 Coquina Dr	WWP	Citation	10/16/2020	$500.00	
1441 S Treasure Dr	Trash Cans	Citation	10/17/2020	$200.00	
1440 S Treasure Dr	Noise	Warning	10/17/2020		
7810 Coquina Dr	WWP	Citation	10/19/2020		$500.00
1770 Kennedy Cswy #303	WWP	Citation	10/19/2020	$500.00	
7904 West Drive #515	Special Magistrate	Order	10/16/2020		$3,000.00
7541 Cutlass Ave	WWP	Citation	10/20/2020		$500.00
7504 Buccaneer Ave	Noise	Citation	10/20/2020		$250.00
1801 S Treasure Dr	Landscape ROW	Warning	10/20/2020		
1657 N Treasure Dr	Landscape ROW	Warning	10/21/2020		
7517 Adventure Ave	Landscape ROW	Warning	10/21/2020		
1620 N Treasure Dr	Landscape ROW	Warning	10/22/2020		
7537 W Treasure Dr	Landscape ROW	Warning	10/22/2020		
1580 Kennedy Cswy	40 Year	Citation	10/23/2020		$500.00
7552 Mutiny Ave	Special Magistrate	Order	10/26/2020		$3,000.00
7510 Center Bay	Trash/Landscape	Warning	10/26/2020		
7512 Adventure/TECO	WWP	Citation	10/26/2020	$500.00	
7541 Bounty Ave	WWP	Citation	10/26/2020		$500.00
Hispanola/N Treasure	Derelict Vehicle	Warning	10/27/2020		
1801 S Treasure Dr	Bulk Trash	Warning	10/29/2020		

7524 W Treasure Dr	Fence	Warning	10/29/2020		
1630 S Treasure Dr	Landscape	Warning	10/31/2020		
7532 Hispanola Ave	Landscape	Warning	10/31/2020		
7505 Cutlass Ave	Landscape	Warning	10/31/2020		
(37) Lien Searches					
				$8,100.00	$16,162.00
	Code	**Statistics**	**Nov-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7544 W Treasure Dr	Bulk Trash	Warning	11/2/2020		
1750 S Treasure Dr	WWP	Citation	10/10/2020		$500.00
7800 Beachview Dr	Noise	Citation	10/21/2020		$100.00
7536 W Treasure Dr	WWP	Citation	10/19/2020		$500.00
7623 Miamiview Dr	WWP	Citation	10/30/2020		$500.00
7501 Miamiview Dr	Building Violation	Warning	11/2/2020		
7811 Miamiview Dr	Building/Various	Warning	11/2/2020		
7801 Centerbay Dr	Open/Unsecure	Warning	11/2/2020		
7711 Beachview Dr	Noise	Warning	11/2/2020		
7810 Beachview Dr	Operating/Advertising	Citation	11/3/2020	$1,000.00	
7810 Beachview Dr	BTR	Citation	11/3/2020	$100.00	
1570 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1872 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1888 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1345 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1524 Kennedy Cswy	Single-Use	Warning	11/4/2020		
1345 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1725 Kennedy Cswy	Prohibited signs	Warning	11/5/2020		
1601 Kennedy Cswy	Prohibited signs	Warning	11/6/2020		
1830 S Treasure Dr	WWP	Citation	11/7/2020	$500.00	
1650 S Treasure Dr	Vessel violation	Warning	11/10/2020		
7505 Bounty Ave	Trash	Warning	11/10/2020		
1801 S Treasure Dr	Trash	Warning	11/10/2020		
7934 West Drive	Bulk trash	Warning	11/11/2020		
1600 Kennedy Cswy	Property Maintenance	Warning	11/11/2020		
1735 N Treasure Dr	Blocking ROW	Warning	11/11/2020		
1755 Kennedy Cswy	Prohibited signs	Warning	11/11/2020		
7553 Bounty Ave	Storage	Warning	11/11/2020		
7540 W Treasure Dr	Fence	Warning	11/12/2020		
7540 W Treasure Dr	Landscape	Warning	11/12/2020		
1801 S Treasure Dr	Property Maintenance	Warning	11/12/2020		
7524 Buccaneer Ave	Bulk Trash	Warning	11/12/2020		
7520 Buccaneer Ave	Bulk Trash	Warning	11/12/2020		
7904 West Drive #216	Special Magistrate	Order	11/13/2020		$2,425.00

7520 West Drive	Illicit Discharge	Reported	11/13/2020		
1508 Kennedy Cswy	Prohibited signs	Warning	11/17/2020		
7600 Miamiview Dr	Bulk Trash	Warning	11/18/2020		
7501 E Treasure Dr	Trash	Warning	11/19/2020		
7508 Mutiny Ave	Vessel violation	Warning	11/17/2020		
1770 Kennedy Cswy #D303	WWP	Citation	11/17/2020		$500.00
1365 Bay Terrace	Trash	Warning	11/23/2020		
Adventure & NTD	Trash	Warning	11/22/2020		
1600 Kennedy Cswy	Shopping cart	Warning	11/22/2020		
1365 Bay Terrace	Blocking ROW	Warning	11/24/2020		
7910 West Drive	Minimum Housing	Warning	11/30/2020		
1801 S Treasure Dr	Bulk trash	Warning	11/30/2020		
7505 Bounty Ave	WWP	Citation	11/30/2020	$500.00	
(21) Lien Searches					
				$2,100.00	$4,525.00

	Code	**Statistics**	**Dec-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7531 Miamiview Dr	WWP	Citation	10/23/2020		$500.00
7544 W Treasure Dr	WWP	Citation	11/18/2020		$500.00
Various Locations (TECO)	WWP	Citation	12/1/2020		$500.00
7600 Beachview Dr	Landscape	Warning	12/1/2020		
7510 Coquina Dr	Landscape	Warning	12/1/2020		
7431 Coquina Dr	Landscape/House #'s	Warning	12/1/2020		
7800 Beachview Dr	Trash Cans	Warning	12/1/2020		
7545 Cutlass Ave	Trash Cans	Warning	12/1/2020		
7800 Beachview Dr	Trash Cans	Citation	12/2/2020	$200.00	
1365 Bay Terrace	WWP	Citation	12/3/2020	$500.00	
7528 Hispanola Ave	Operating/Advertising	Warning	12/4/2020		
7540 W Treasure Dr	Stagnant water	Warning	12/4/2020		
1801 S Treasure Dr	Bulk Trash	Warning	12/8/2020		
1580 Kennedy Cswy	WWP	Citation	12/8/2020	$500.00	
1820 S Treasure Dr #406	WWP	Citation	12/8/2020	$500.00	
7510 Coquina Dr	WWP	Citation	12/9/2020		$500.00
1580 Kennedy Cswy	WWP	Citation	12/10/2020		$500.00
7910 West Drive	Minimum Housing	Warning	12/7/2020		
7925 West Drive	Property Maintenance	Warning	12/7/2020		
7800 Beachview Dr	Trash Cans	Citation	12/16/2020		$200.00
1400 Kennedy Cswy	Prohibited Signs	Removed	12/14/2020		
1555 N Treasure Dr	WWP	Citation	12/15/2020	$500.00	
1900 S Treasure Drive	Light Pole Damaged	Reported	12/15/2020		
1900 S Treasure Drive #4C	Noise	Warning	12/16/2020		
7505 Bounty Ave	WWP	Citation	12/17/2020		$500.00

1900 S Treasure Dr #4C	Noise	Warning	12/19/2020		
7904 West Drive #101	Special Magistrate	Order	12/18/2020		$1,500.00
Mutiny/S Treasure Drive	Derelict Vehicle	Warning	12/16/2020		
7900 HarborIsland Dr #PH17	Special Magistrate	Order	12/11/2020		$100.00
7533 Bounty Ave	WWP	Citation	12/23/2020	$500.00	
Bounty Avenue	Derelict Vehicle	Warning	12/23/2020		
1670 S Treasure Dr	Bulk Trash	Warning	12/23/2020		
7810 Center Bay Dr	Noise	Warning	12/26/2020		
7711 Miamiview Dr	Noise	Warning	12/26/2020		
Buccaneer/S Treasure Dr	Derelict Vehicle	Warning	12/28/2020		
1820 S Treasure Dr #406	WWP	Citation	12/28/2020		$500.00
7505 Cutlass Ave	WWP	Citation	12/30/2020	$500.00	
7548 W Treasure Dr	Special Magistrate	Order	12/30/2020		$5,585.00
(48) Lien Searches					
				$3,200.00	$10,885.00

	Code	**Statistics**	**Jan-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7410 Miamiview Dr	Property Maintenance	Warning	1/4/2021		
1880 Kennedy Cswy / FPL	Property Maintenance	Warning	1/4/2021		
1365 Bay Terrace	Derelict Trailer	Warning	1/4/2021		
1735 N Treasure Drive	Property Maintenance	Warning	1/5/2021		
7917 West Drive	Bulk Trash	Warning	1/5/2021		
7925 West Drive	Bulk Trash	Warning	1/5/2021		
7505 Mutiny Ave	WWP	Citation	1/8/2021	$500.00	
1735 N Treasure Drive	Noise	Citation	1/9/2021	$200.00	
7533 Bounty Ave	WWP	Citation	1/11/2021		$500.00
Jewel / S Treasure Drive	Derelict Vehicle	Warning	1/11/2021		
1735 N Treasure Drive	Noise	Citation	1/12/2021		$200.00
7501 Adventure Ave	Landscape / ROW	Warning	1/12/2021		
7544 Buccaneer Ave	WWP	Citation	1/13/2021	$500.00	
7520 W Treasure Drive	Noise	Citation	1/13/2021	$200.00	
7710 Beachview Drive	WWP	Citation	1/13/2021	$500.00	
7544 Buccaneer Ave	WWP	Citation	1/14/2021		$500.00
1401 Kennedy Cswy	Property Maintenance	Warning	1/14/2021		
7821 Beachview Drive	Noise	Citation	1/16/2021	$200.00	
Adventure / N Treasure Dr	Prohibited Sign	Removed	1/20/2021		
7520 W Treasure Drive	Noise	Citation	1/20/2021		$200.00
7711 Beachview Drive	Special Magistrate	Order	1/20/2021		$2,175.00
Harbor Island ROW	Commercial Vehicle	Citation	1/20/2021		$100.00
7900 HarborIsland Dr #1123	Noise	Citation	1/20/2021		$100.00
7505 W Treasure Drive	WWP	Citation	1/20/2021		$500.00
7601 E Treasure Dr #1512	WWP	Citation	1/22/2021	$500.00	
7623 Beachview Drive	Noise	Citation	1/23/2021	$200.00	

1359 Bay Terrace	Noise	Citation	1/23/2021	$200.00	
1441 S Treasure Dr	Special Magistrate	Order	1/22/2021		$500.00
1865 Kennedy Cswy #3M	Noise	Warning	1/21/2021		
7556 W Treasure Dr	Noise	Citation	1/25/2021	$200.00	
7556 W Treasure Dr	Operating/Advertising	Warning	1/25/2021		
7545 Bounty Ave	Dead Storage	Warning	1/26/2021		
Cutlass / S Treasure Dr	Prohibited Sign	Removed	1/28/2021		
Adventure / N Treasure Dr	Prohibited Sign	Removed	1/28/2021		
Hispanola / N Treasure Dr	Prohibited Sign	Removed	1/28/2021		
1480 S Treasure Drive	Landscape	Warning	1/29/2021		
7505 W Treasure Drive	Trash/Debris	Warning	1/28/2021		
7505 Buccaneer Ave	Bulk Trash	Warning	1/29/2021		
7509 Adventure Ave	Noise	Citation	1/30/2021	$200.00	
(38) Lien Searches					
				$3,400.00	$4,775.00

	Code	**Statistics**	**Feb-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7549 Adventure Ave	WWP	Citation	2/1/2021	$500.00	
7801 Center Bay Drive	Landscape/Trash	Warning	2/1/2021		
7918 West Drive	Fence	Warning	2/1/2021		
7510 Center Bay Drive	Fence	Warning	2/1/2021		
7810 Coquina Drive	Special Magistrate	Order	2/1/2021		$3,000.00
7505 Mutiny Ave	WWP	Citation	2/2/2021		$500.00
1440 S Treasure Drive	WWP	Citation	2/2/2021	$500.00	
7900 HarborIsland Dr #PH17	Special Magistrate	Order	2/2/2021		$1,400.00
7560 W Treasure Drive	Property Maintenance	Warning	2/2/2021		
7549 Adventure Ave	WWP	Citation	2/2/2021		$500.00
7904 West Drive #CU12	Special Magistrate	Order	2/2/2021		$670.00
7939 East Drive	Property Maintenance	Warning	2/3/2021		
7710 Beachview Drive	WWP	Citation	2/4/2021		$500.00
Adventure / S Treasure Dr	Prohibited sign	Removed	2/3/2021		
7556 W Treasure Drive	Noise	Citation	2/8/2021		$200.00
7509 Adventure Ave	Noise	Citation	2/8/2021		$200.00
S Treasure Dr / Buccaneer	Commercial Vehicle	Warning	2/9/2021		
1600 Kennedy Causeway	Dumpster Enclosure	Warning	2/10/2021		
7915 East Drive (ROW)	Derelict Vehicle	Warning	2/11/2021		
7536 Bounty Ave	Bulk Trash	Warning	2/11/2021		
7623 Beachview Drive	Noise	Citation	2/12/2021		$200.00
1872 Kennedy Cswy	Special Magistrate	Order	2/12/2021		$3,000.00
79 Street Pkwy (ROW)	WWP	Warning	2/15/2021		
7720 Coquina Drive	Bulk Trash	Warning	2/15/2021		
7926 East Drive	Operating/Advertising	Warning	2/15/2021		

7935 East Drive (ROW)	Derelict Vehicle	Warning	2/15/2021		
7920 East Drive (ROW)	Derelict Vehicle	Warning	2/15/2021		
7720 Coquina Drive	Bulk Trash	Warning	2/15/2021		
7540 W Treasure Drive	Landscape	Warning	2/16/2021		
7421 Miamiview Drive	Obstructing ROW	Warning	2/16/2021		
7701 Beachview Drive	Trash	Warning	2/16/2021		
1480 S Treasure Drive	Landscape	Citation	2/17/2021	$200.00	
7524 W Treasure Drive	Open / Unsecure	Warning	2/18/2021		
7505 Adventure Ave	Trash	Warning	2/18/2021		
7601 E Treasure Drive	Property Maintenance	Warning	2/18/2021		
7525 E treasure Dr #614	Noxious Odor	Warning	2/20/2021		
7601 E Treasure Drive	Noise	Warning	2/19/2021		
7601 E Treasure Dr #403	Noise	Warning	2/22/2021		
7904 West Drive #512	WWP	Citation	2/23/2021	$500.00	
1359 Bay Terrace	Noise	Citation	2/23/2021		$200.00
7700 Beachview Drive	Bulk trash	Warning	2/24/2021		
7524 Buccaneer Ave	WWP	Citation	2/25/2021	$500.00	
1400 Kennedy Cswy	Noise	Citation	2/27/2021	$200.00	
(42) Lien Searches					
				$2,400.00	$10,370.00

	Code	**Statistics**	**Mar-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7521 Buccaneer Ave	Blocking ROW	Warning	3/1/2021		
7540 Bounty Ave	Property Maintenance	Warning	3/1/2021		
7600 Beachview Drive	Landscape	Warning	3/1/2021		
1440 S Treasure Drive	WWP	Citation	3/1/2021		$500.00
1665 Kennedy Cswy	Trash	Warning	3/2/2021		
1900 S Treasure Drive	Trash	Citation	3/2/2021	$200.00	
7924 East Drive #203	Animal Violations	Warning	3/2/2021		
7524 Buccaneer Ave	WWP	Citation	3/2/2021		$500.00
7810 Beachview Drive	Special Magistrate	Order	3/3/2021		$587.50
7501 Center Bay Drive	Trash	Warning	3/4/2021		
7510 Coquina Drive	Landscape/Trash	Warning	3/4/2021		
7811 Miamiview Drive	Expired Permits	Citation	3/4/2021	$500.00	
7811 Miamiview Drive	Shutters	Citation	3/4/2021	$250.00	
7540 E Treasure Drive	Noise	Warning	3/5/2021		
7500 Center Bay Drive	Noise	Warning	3/6/2021		
7552 Adventure Ave	Blocking ROW	Warning	3/8/2021		
7623 Beachview Drive	Trash	Warning	3/8/2021		
7520 Miami view Drive	WWP	Citation	3/8/2021	$500.00	
7510 Coquina Drive	Landscape	Citation	3/9/2021	$200.00	
7505 Bounty Ave	Landscape	Warning	3/9/2021		

7553 Bounty Ave	Landscape/Trash/BTR	Warning	3/9/2021		
7520 Miamiview Drive	WWP	Citation	3/10/2021		$500.00
7904 West Drive #512	WWP	Citation	3/10/2021		$500.00
N Treasure Dr. / Buccaneer	Derelict Vehicle	Warning	3/11/2021		
7525 Buccaneer Ave	Bulk Trash	Warning	3/12/2021		
7540 W Treasure Drive	Noise	Citation	3/13/2021	$200.00	
7516 W Treasure Drive	WWP	Citation	3/13/2021	$500.00	
7611 Coquina Drive	Noise	Citation	3/13/2021	$200.00	
7520 Miami view Drive	Noise	Warning	3/13/2021		
7541 W treasure Drive	Noise	Warning	3/15/2021		
1441 S Treasure Drive	Special Magistrate	Order	3/15/2021		$1,200.00
7505 Mutiny Ave	Special Magistrate	Order	3/15/2021		$1,000.00
1900 S Treasure Drive (lot)	Trash	Warning	3/15/2021		
1620 N Treasure Drive	ulk Trash/Property Maintenanc	Warning	3/15/2021		
7501 E Treasure Drive #7A	Minimum Housing	Warning	3/15/2021		
1400 Kennedy Cswy	Noise	Citation	3/15/2021		$200.00
1601 Kennedy Cswy	Various	Warning	3/16/2021		
7532 Hispanola Ave	Operating/Advertising	Citation	3/17/2021	$1,000.00	
7532 Hispanola Ave	BTR	Citation	3/17/2021	$100.00	
7601 E Treasure Drive	Trash	Warning	3/17/2021		
7904 West Drive #614	WWP	Citation	3/18/2021		$500.00
7401 Beachview Drive	Trash	Warning	3/18/2021		
23-3209-008-1210	Special Magistrate	Order	3/18/2021		$7,000.00
7505 Adventure Ave	Operating/Advertising	Warning	3/18/2021		
7536 W Treasure Drive	Special Magistrate	Order	3/19/2021		$3,000.00
1880 Kennedy Cswy	BTR	Warning	3/20/2021		
1440 S Treasure Drive	Landscape	Warning	3/20/2021		
7537 Adventure Ave	WWP	Citation	3/20/2021	$500.00	
7921 West Drive	Property Maintenance	Warning	3/22/2021		
7532 Hispanola Ave	Operating/Advertising	Citation	3/22/2021		$1,000.00
7532 Hispanola Ave	BTR	Citation	3/22/2021		$100.00
1555 N Treasure Drive	Special Magistrate	Order	3/22/2021		$1,500.00
1801 S Treasure Drive	Blocking ROW	Warning	3/23/2021		
7510 Coquina Drive	Special Magistrate	Order	3/23/2021		$4,400.00
7548 Hispanola Ave	Trash	Warning	3/24/2021		
1900 S Treasure Drive	Trash	Citation	3/25/2021		$200.00
7516 W Treasure Drive	WWP	Citation	3/25/2021		$500.00
7611 Coquina Drive	Noise	Citation	3/26/2021		$200.00
7621 Beachview Drive	Noise	Citation	3/26/2021		$200.00
1600 Kennedy Cswy	Trash	Warning	3/26/2021		
7720 Center Bay Drive	Trash Cans	Warning	3/26/2021		
1500 N Treasure Drive	Noise	Warning	3/27/2021		
7552 Adventure Ave	WWP	Citation	3/27/2021	$500.00	
7920 E Treasure Drive	Special Magistrate	Order	3/29/2021		$1,500.00
1600 Kennedy Cswy	Trash	Warning	3/29/2021		
7510 Coquina Drive	Bulk Trash	Warning	3/30/2021		

(41) Lien Searches					
				$4,650.00	$25,087.50
	Code	**Statistics**	**Apr-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7601 E Treasure Drive	Bulk Trash	Warning	4/1/2021		
7501 E Treasure Drive	Bulk Trash	Warning	4/5/2021		
7510 Center Bay Drive	Landscape	Citation	4/5/2021	$200.00	
7810 Miami View Drive	Operating/Advertising	Citation	4/5/2021	$1,000.00	
7810 Miami View Drive	BTR	Citation	4/5/2021	$100.00	
7830 Miami View Drive	Operating/Advertising	Citation	4/5/2021	$1,000.00	
7830 Miamiview Drive	BTR	Citation	4/5/2021	$100.00	
7504 W Treasure Drive	Operating/Advertising	Warning	4/5/2021		
7536 W Treasure Drive	Operating/Advertising	Citation	4/5/2021	$1,000.00	
7536 W Treasure Drive	BTR	Citation	4/5/2021	$100.00	
7922 East Drive	Open & Unsecured	Warning	4/6/2021		
7540 W Treasure Drive	Noise	Citation	4/6/2021		$200.00
1830 S Treasure Drive	Special Magistrate	Order	4/6/2021		$650.00
7505 W Treasure Drive	Special Magistrate	Order	4/6/2021		$4,000.00
7508 Adventure Ave	Landscape	Warning	4/8/2021		
7501 Adventure Ave	Landscape	Warning	4/8/2021		
7548 Adventure Ave	WWP	Citation	4/8/2021	$500.00	
7830 Miami View Drive	Operating/Advertising	Citation	4/9/2021		$1,100.00
7532 Hispanola Ave	WWP	Citation	4/8/2021	$500.00	
7510 Coquina Drive	Property Maintenance	Warning	4/8/2021		
7904 West Drive #112	Operating/Advertising	Citation	4/9/2021	$1,000.00	
7904 West Drive #112	BTR	Citation	4/9/2021	$100.00	
7917 West Drive	Bulk Trash	Warning	4/12/2021		
7537 Adventure Ave	WWP	Citation	4/13/2021		$500.00
7601 E Treasure Drive 1205	Noise	Citation	4/13/2021		$100.00
7720 Center Bay Drive	Trash Cans	Warning	4/13/2021		
A.D. Lawn Service	Bulk Trash	Warning	4/14/2021		
7801 Center Bay Drive	Noise	Warning	4/15/2021		
7810 Miami View Drive	Operating/Advertising	Citation	4/16/2021		$1,100.00
7917 West Drive	Bulk Trash	Warning	4/12/2021		
7508 Adventure Ave	Landscape	Citation	4/19/2021	$200.00	
7504 Adventure Ave	Landscape / ROW	Warning	4/19/2021		
7501 Adventure Ave	Landscape	Warning	4/19/2021		
7601 E Treasure Drive 1512	WWP	Citation	4/19/2021		$500.00
7631 Miami View Drive	WWP	Citation	4/21/2021	$500.00	
23-3209-008-0200	WWP	Citation	4/21/2021		$500.00
7811 Miami View Drive	Trash Cans	Warning	4/21/2021		
7530 Miami View Drive	Landscape	Warning	4/22/2021		
7500 Center Bay Drive	Landscape	Warning	4/22/2021		
7505 Cutlass Ave	Pool Violation	Warning	4/22/2021		

7505 Cutlass Ave	WWP	Citation	4/22/2021		$500.00
7631 Miami View Drive	WWP	Citation	4/22/2021		$500.00
7552 Mutiny Ave	Noise	Warning	4/24/2021		
1750 S Treasure Drive	WWP	Citation	4/24/2021	$500.00	
1555 N Treasure Drive	Blocking ROW	Warning	4/26/2021		
7900 Harbor Island Dr PH20	Noise	Citation	4/27/2021		$100.00
7508 Adventure Ave	Landscape	Citation	4/27/2021		$200.00
1701 N Treasure Drive 6	Landscape	Warning	4/28/2021		
7548 Adventure Ave	WWP	Citation	4/28/2021		$500.00
1701 N Treasure Drive 6	Special Magistrate	Order	4/28/2021		$1,200.00
7904 West Drive #117	Special Magistrate	Order	4/29/2021		$2,500.00
(67) Lien Searches					
				$6,800.00	$14,150.00

	Code	**Statistics**	**May-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1600 Kennedy Cswy	Trash	Warning	5/3/2021		
1440 S Treasure Drive	Landscaping/ROW	Warning	5/4/2021		
1750 S Treasure Drive	WWP	Citation	5/5/2021		$500.00
7525 E Treasure Drive	Property Maintenance	Warning	5/5/2021		
7510 Coquina Drive	Special Magistrate	Order	5/5/2021		$420.00
7410 Beachview Drive	Pool Violation	Warning	5/6/2021		
7610 Center Bay Drive	Operating/Advertising	Warning	5/4/2021		
7601 E Treasure Drive 1512	Special Magistrate	Order	5/7/2021		$3,000.00
7505 Cutlass Ave	Special Magistrate	Order	5/10/2021		$3,800.00
7510 Center Bay Drive	Landscape	Citation	5/11/2021		$200.00
Adventure / N Treasure Dr	Prohibited sign	Removed	5/11/2021		
1356 Bay Terrace	Pool Violation	Warning	5/11/2021		
7410 Beachview Drive	Pool Violation	Citation	5/11/2021	$250.00	
1780 Kennedy Cswy 211	Noise	Warning	5/12/2021		
7904 West Drive	Prohibited sign	Removed	5/12/2021		
7517 Adventure Ave	WWP	Citation	5/12/2021	$500.00	
1865 Kennedy Cswy 3F	WWP	Citation	5/13/2021	$500.00	
1701 N Treasure Drive 6	Special Magistrate	Order	5/14/2021		$1,200.00
1351 Bay Terrace	Public Intoxication	Citation	5/15/2021	$1,000.00	
1351 Bay Terrace	Noise	Citation	5/16/2021	$100.00	
23-3209-008-1210	Landscape	Warning	5/17/2021		
1881 Kennedy Cswy 706	Special Magistrate	Order	5/17/2021		$1,175.00
7904 West Drive 614	Special Magistrate	Order	5/17/2021		$3,000.00
7533 Bounty Ave	Special Magistrate	Order	5/18/2021		$1,900.00
Adventure / N Treasure Dr	Derelict Vehicle	Warning	5/19/2021		
1455 N Treasure Dr 5R	WWP	Citation	5/19/2021	$500.00	
7500 Coquina Drive	ROW Violations	Warning	5/19/2021		

7601 E Treasure Drive	Trash	Warning	5/19/2021		
1600 Kennedy Cswy	Bulk Trash	Warning	5/20/2021		
7500 Coquina Drive	Constrcution Maintenance	Warning	5/20/2021		
7517 Adventure Ave	WWP	Citation	5/20/2021		$500.00
7904 West Drive 515	Minimum Housing	Warning	5/21/2021		
7801 Miami View Drive	Trash Cans	Warning	5/22/2021		
7700 Miami View Drive	Trash Cans	Warning	5/22/2021		
1441 S Treasure Drive	Trash Cans	Warning	5/22/2021		
7904 West Drive	Noise	Citation	5/22/2021	$200.00	
7700 Center Bay Drive	Noise	Citation	5/23/2021	$200.00	
1900 S Treasure Drive	Trash	Warning	5/24/2021		
7904 West Drive 515	Minimum Housing	Warning	5/24/2021		
7549 Bounty Ave	Landscaping/ROW	Warning	5/24/2021		
1865 Kennedy Cswy 3F	WWP	Citation	5/26/2021		$500.00
7920 East Drive	Animal Violations	Warning	5/27/2021		
8000 West Drive	Noise	Warning	5/28/2021		
1820 S Treasure Drive 406A	Special Magistrate	Order	5/28/2021		$2,500.00
7945 East Drive	ROW Violations	Warning	5/28/2021		
7720 Coquina Drive	WWP	Citation	5/29/2021	$500.00	
7720 Coquina Drive	Noise	Citation	5/29/2021	$200.00	
7536 Adventure Ave	Blocking ROW	Warning	5/29/2021		
7528 Buccaneer Ave	Bulk Trash	Warning	5/31/2021		
7510 Center Bay Drive	Landscaping	Warning	5/31/2021		
23-3209-001-0013	Landscaping/Trash/Sign	Warning	5/31/2021		
7917 West Drive	Bulk Trash	Warning	5/31/2021		
7904 West Drive	Prohibited sign	Removed	5/31/2021		
Hispanola / N Treasure Dr	Prohibited sign	Removed	5/31/2021		
7910 West Drive	Bulk Trash	Warning	5/31/2021		
(108) Lien Searches					
				$3,950.00	$18,695.00

	Code	**Statistics**	**Jun-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7509 W Treasure Drive	Bulk Trash	Warning	6/1/2021		
8000 West Drive	Bulk Trash	Warning	6/1/2021		
7520 W Treasure Drive	Prohibited Sign	Warning	6/2/2021		
7920 East Drive 4	WWP	Citation	6/2/2021		$200.00
7524 W Treasure Drive	Prohibited Sign	Warning	6/2/2021		
7548 W Treasure Drive	Prohibited Sign	Warning	6/2/2021		
1725 Kennedy Cswy	Noise	Warning	6/2/2021		
1455 N Treasure Dr 5R	WWP	Citation	6/3/2021		$500.00
1872 Kennedy Cswy	Trash	Warning	6/3/2021		
7532 Hispanola Ave	WWP	Citation	6/4/2021		$500.00

1865 Kennedy Cswy 6M	WWP	Citation	6/7/2021	$500.00	
7939 West Drive	Property Maintenance	Warning	6/7/2021		
1900 S Treasure Drive	Trash / Landscape	Warning	6/7/2021		
7904 West Drive 111	Operating / Advertising	Citation	6/8/2021		$1,000.00
7904 West Drive 111	BTR	Citation	6/8/2021		$100.00
7928 East Drive	Bulk Trash	Warning	6/9/2021		
1351 Bay Terrace	Public Intoxication	Citation	6/10/2021		$1,000.00
1351 Bay Terrace	Noise	Citation	6/10/2021		$100.00
7600 Beach View Drive	Landscape	Warning	6/11/2021		
7540 W Treasure Drive	Construction Site Maint.	Warning	6/11/2021		
1865 Kennedy Cswy 6M	WWP	Citation	6/14/2021		$500.00
7410 Beach View Drive	Trash	Warning	6/14/2021		
7927 East Drive	Trash / Bulk Trash	Warning	6/14/2021		
7810 Center Bay Drive	Bulk Trash	Warning	6/15/2021		
1750 S Treasure Drive	Special Magistrate	Order	6/15/2021		$1,000.00
7810 Coquina Drive	Recycling Cans	Warning	6/15/2021		
7700 Miami View Drive	Operating / Advertising	Citation	6/15/2021	$1,000.00	
7700 Miami View Drive	BTR	Citation	6/15/2021	$100.00	
1555 Kennedy Cswy	Landscape	Warning	6/16/2021		
7505 Cutlass Ave	Water Regulations	Warning	6/17/2021		
7631 Miami View Drive	Construction Site Maint.	Warning	6/17/2021		
7904 West Drive	Noise	Citation	6/17/2021		$200.00
7552 Adventure Ave	WWP	Citation	6/21/2021		$500.00
7410 Beach View Drive	Pool Violations	Citation	6/21/2021		$250.00
Cutlass Ave	Derelict Vehicle	Warning	6/21/2021		
23-3209-000-0253	WWP	Citation	6/21/2021	$500.00	
Jewel / Galleon	Derelict Vehicle	Warning	6/21/2021		
7720 Coquina Drive	WWP	Citation	6/22/2021		$500.00
7536 W Treasure Drive	Special Magistrate	Order	6/22/2021		$1,100.00
7720 Coquina Drive	Noise	Citation	6/22/2021		$200.00
Galleon Street	Derelict Vehicle	Warning	6/22/2021		
1801 S Treasure Drive	Bulk Trash	Warning	6/22/2021		
7915 East Drive	Derelict Vehicle	Warning	6/24/2021		
7921 East Drive	Derelict Vehicle	Warning	6/24/2021		
7905 East Drive	Derelict Vehicle	Warning	6/24/2021		
7504 W Treasure Drive	Trash / Recycling Cans	Warning	6/24/2021		
7508 Adventure Ave	Landscaping	Warning	6/24/2021		
1900 S Treasure Drive	Property Maintenance	Warning	6/28/2021		
7530 Miami View Drive	Trash / Recycling Cans	Warning	6/28/2021		
7720 Center Bay Drive	Trash Cans	Citation	6/28/2021	$200.00	
7800 Hispanola Ave	Landscaping	Warning	6/28/2021		
1801 S Treasure Drive	Bulk Trash	Warning	6/28/2021		
7521 Maimi View Drive	Blocking ROW	Warning	6/28/2021		
7945 East Drive 304	Noise	Warning	6/29/2021		
8000 East Drive	Bulk Trash	Warning	6/29/2021		
8000 West Drive	Illicit Discharge	Warning	6/30/2021		
7720 Center Bay Drive	Trash Cans	Citation	6/30/2021		$200.00

(64) Lien Searches					
				$2,300.00	$7,850.00
	Code	**Statistics**	**Jul-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7600 Beach View Drive	Landscape	Warning	7/1/2021		
7601 E Treasure Drive	Landscape	Warning	7/1/2021		
7700 Miami View Drive	Operating/Advertising	Citation	7/2/2021		$1,100.00
Various Constrcution Sites	Order to Secure	Warning	7/2/2021		
7801 Miami View Drive	Trash Cans	Citation	7/3/2021	$200.00	
7500 Coquina Drive	Noise	Citation	7/3/2021	$200.00	
7600 Beach View Drive	Trash Cans	Warning	7/3/2021		
7528 Adventure Ave	Noise	Citation	7/3/2021	$200.00	
7600 Beach View Drive	Landscape	Citation	7/3/2021	$200.00	
1351 Bay Terrace	Trash Cans	Warning	7/3/2021		
7711 Beach View Drive	Trash Cans	Warning	7/5/2021		
7552 Adventure Ave	Noise	Warning	7/5/2021		
7540 Bounty Ave	Pool Violations	Warning	7/5/2021		
7533 Bounty Ave	Bulk Trash	Warning	7/5/2021		
7541 W Treasure Drive	Landscape	Warning	7/5/2021		
7504 Adventure Ave	Blocking ROW/Trash	Warning	7/6/2021		
7401 Miami View Drive	Landscape	Warning	7/6/2021		
1666 Kennedy Cswy	Bulk Trash	Warning	7/6/2021		
7830 Miami View Drive	Recycle Cans	Warning	7/7/2021		
7904 West Drive 111	Special Magistrate	Order	7/7/2021		$3,500.00
7811 Miami View Drive	Special Magistrate	Order	7/7/2021		$1,200.00
7556 W Treasure Drive	Special Magistrate	Order	7/7/2021		$5,000.00
7529 Hispanola Ave	Bulk Trash	Warning	7/8/2021		
7536 Adventure Ave	Operating/Advertising	Warning	7/9/2021		
7528 Buccaneer Ave	Landscape	Warning	7/9/2021		
7548 Hispanola Ave	WWP	Citation	7/9/2021	$500.00	
7720 Miami View Drive	WWP	Citation	7/9/2021	$500.00	
7536 Adventure Ave	Operating/Advertising	Citation	7/10/2021	$1,000.00	
7536 Adventure Ave	BTR	Citation	7/10/2021	$100.00	
7525 Bounty Ave	Bulk Trash	Warning	7/12/2021		
7939 East Drive	Knox Box	Warning	7/12/2021		
7700 Coquina Drive	Landscape	Warning	7/13/2021		
1356 Bay Terrace	Pool Violations	Citation	7/13/2021	$250.00	
7700 Center Bay Drive	Landscape/Trash	Warning	7/13/2021		
7517 Hispanola Ave	Landscape	Warning	7/13/2021		
7536 W Treasure Drive	Trash Cans	Warning	7/14/2021		
7504 W Treasure Drive	Trash Cans	Warning	7/14/2021		
7532 Hispanola Ave	Trash Cans	Warning	7/15/2021		
1440 S Treasure Drive	Trash Cans	Warning	7/15/2021		

1400 S Treasure Drive	Trash Cans	Warning	7/15/2021		
1460 S Treasure Drive	Trash Cans	Warning	7/15/2021		
1345 Kennedy Cswy	Building Recertification	Warning	7/16/2021		
1735 N Treasure Drive	Building Recertification	Warning	7/16/2021		
7920 East Drive	Building Recertification	Warning	7/16/2021		
7924 East Drive	Building Recertification	Warning	7/16/2021		
7945 East Drive	Building Recertification	Warning	7/16/2021		
7525 Buccaneer Ave	WWP	Citation	7/16/2021	$500.00	
7516 Jewel Ave	WWP	Citation	7/17/2021	$500.00	
7921 West Drive	Bulk Trash	Warning	7/19/2021		
7548 Adventure Ave	Blocking ROW	Warning	7/19/2021		
1600 Kennedy Cswy	Trash	Warning	7/21/2021		
1666 Kennedy Cswy	Trash	Warning	7/21/2021		
7811 Beach View Drive	Trash Cans	Warning	7/21/2021		
7800 Beach View Drive	Trash Cans	Citation	7/21/2021	$200.00	
7610 Center Bay Drive	Trash Cans	Warning	7/24/2021		
7800 Coquina Drive	Noise	Citation	7/24/2021	$250.00	
7720 Coquina Drive	Noise	Citation	7/24/2021	$250.00	
7525 Buccaneer Ave	Noise	Citation	7/29/2021	$250.00	
1630 S Treasure Drive	Landscape	Warning	7/31/2021		
1671 S Treasure Drive	Landscape	Warning	7/31/2021		
7516 W Treasure Drive	Landscape	Warning	7/31/2021		
7509 Adventure Ave	Landscape	Warning	7/31/2021		
7500 W Treasure Drive	Trash Cans	Warning	7/31/2021		
7536 Adventure Ave	Trash Cans	Warning	7/31/2021		
1701 S Treasure Drive	Landscape	Warning	7/31/2021		
1670 S Treasure Drive	Landscape	Warning	7/31/2021		
7560 W Treasure Drive	Landscpae	Warning	7/31/2021		
(31) Lien Searches					
				$5,100.00	$10,800.00

	Code	**Statistics**	**Aug-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7810 Beach View Drive	Bulk Trash	Warning	8/2/2021		
7701 Beach View Drive	Bulk Trash	Warning	8/2/2021		
7711 Beach View Drive	Bulk Trash	Warning	8/2/2021		
7800 Beach View Drive	Trash Cans	Citation	8/2/2021		$200.00
1801 S Treasure Drive	Bulk Trash	Warning	8/3/2021		
7934 West Drive	Bulk Trash	Warning	8/3/2021		
7601 E Treasure Dr. PH102	WWP	Citation	8/4/2021	$500.00	
7800 Coquina Drive	Noise	Citation	8/4/2021		$250.00
7938 West Drive	Trash	Warning	8/5/2021		
7501 Coquina Drive	WWP	Citation	8/5/2021	$500.00	
1555 N Treasure Drive	Sidewalk Damage	Warning	8/5/2021		

7720 Coquina Drive	WWP	Citation	8/6/2021	$500.00	
7548 Hispanola Ave	WWP	Citation	8/6/2021		$500.00
7520 Hispanola Ave	WWP	Citation	8/7/2021	$500.00	
7525 Buccaneer Ave	Noise	Citation	8/7/2021	$250.00	
1630 S Treasure Drive	Noise	Citation	8/7/2021	$250.00	
7501 Coquina Drive	WWP	Citation	8/9/2021		$500.00
7601 E Treasure Dr. PH102	WWP	Citation	8/10/2021		$500.00
1400 Kennedy Cswy	Prohibited Sign	Warning	8/10/2021		
7700 Center Bay Drive	Noise	Citation	8/10/2021		$100.00
7910 West Drive	Bulk Trash	Warning	8/10/2021		
7731 Miami View Drive	Landscape	Warning	8/11/2021		
1850 Kennedy Cswy	WWP	Citation	8/11/2021		$500.00
Folio #23-3209-008-1210	Landscape	Warning	8/11/2021		
7946 East Drive	Seawall/Deck	Warning	8/12/2021		
7401 Beach View Drive	Fence	Warning	8/12/2021		
7918 West Drive	Fence	Warning	8/13/2021		
7938 West Drive	Trash	Warning	8/16/2021		
7529 Bounty Ave	Bulk Trash	Warning	8/17/2021		
1701 S Treasure Drive	Bulk Trash	Warning	8/17/2021		
7801 Miami View Drive	Trash Cans	Citation	8/17/2021		$200.00
7600 Beach View Drive	Landscape	Citation	8/19/2021		$200.00
7500 Coquina Drive	Noise	Citation	8/19/2021		$200.00
7536 Adventure Ave	Operating/Advertising	Citation	8/19/2021		$1,000.00
7536 Adventure Ave	BTR	Citation	8/19/2021		$100.00
7700 Center Bay Drive	Trash	Citation	8/20/2021		$200.00
7905 East Drive	Noise	Citation	8/21/2021	$250.00	
1570 S Treasure Drive	WWP	Citation	8/21/2021	$250.00	
7537 W Treasure Drive	WWP	Citation	8/21/2021	$250.00	
7536 Adventure Ave	Operating/Advertising	Citation	8/21/2021	$2,000.00	
7536 Adventure Ave	BTR	Citation	8/21/2021	$100.00	
7536 Adventure Ave	Operating/Advertising	Citation	8/23/2021		$2,000.00
7536 Adventure Ave	BTR	Citation	8/23/2021		$100.00
7905 East Drive	Noise	Citation	8/24/2021		$250.00
7800 Beach View Drive	Trash Cans	Citation	8/25/2021	$200.00	
1301 Bay Terrace	Bulk Trash	Warning	8/25/2021		
7904 West Drive #407	Special Magistrate	Order	8/27/2021		$5,000.00
7600 Beach View Drive	Noise	Citation	8/28/2021	$250.00	
7811 Beach View Drive	Bulk Waste	Warning	8/28/2021		
7720 Coquina Drive	Noise	Citation	8/30/2021		$250.00
7720 Coquina Drive	WWP	Citation	8/30/2021		$500.00
7811 Beach View Drive	Operating/Advertising	Warning	8/30/2021		
7800 Beach View Drive	Trash Cans	Citation	8/30/2021		$200.00
7811 Beach View Drive	Operating/Advertising	Citation	8/31/2021	$1,000.00	
7811 Beach View Drive	BTR	Citation	8/31/2021	$100.00	
7731 Coquina Drive	Operating/Advertising	Citation	8/31/2021	$2,000.00	
7731 Coquina Drive	BTR	Citation	8/31/2021	$100.00	
7510 Center Bay Drive	Bulk Trash	Warning	8/31/2021		

7548 W Treasure Drive	Trash	Warning	8/31/2021		
(48) Lien Searches					
				$8,750.00	$12,750.00
	Code	**Statistics**	**Sep-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7537 Adventure Ave	Bulk Trash	Warning	9/1/2021		
1321 Bay Terrace	Landscape	Warning	9/1/2021		
7401 Miami View Drive	Trash/Blocking ROW	Warning	9/1/2021		
7421 Miami View Drive	Bulk Trash	Warning	9/1/2021		
7520 Miami View Drive	Bulk Trash	Warning	9/1/2021		
7700 Center Bay Drive	Bulk Trash	Warning	9/1/2021		
7611 Center Bay Drive	Trash	Warning	9/1/2021		
7601 Center Bay Drive	Bulk Trash	Warning	9/1/2021		
7511 Center Bay Drive	Trash	Warning	9/1/2021		
7620 Coquina Drive	Bulk Trash	Warning	9/1/2021		
Folio #23-3209-008-1210	Landscape	Citation	9/1/2021	$200.00	
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7937 West Drive	Trash	Warning	9/2/2021		
7517 Adventure Ave	Bulk Trash	Warning	9/2/2021		
1570 S Treasure Drive	WWP	Citation	9/3/2021		$250.00
7548 Hispanola Ave	WWP	Citation	9/4/2021	$500.00	
7536 Bounty Ave	Noise	Citation	9/4/2021	$250.00	
7500 Coquina Drive	Noise	Citation	9/4/2021	$250.00	
7811 Beach View Drive	Operating/Advertising	Citation	9/6/2021	$2,000.00	
7811 Beach View Drive	BTR	Citation	9/6/2021	$100.00	
7524 W Treasure Drive	Fence	Warning	9/6/2021		
1620 S Treasure Drive	Noise	Citation	9/7/2021		$250.00
7552 Adventure Ave	Special Magistrate	Order	9/7/2021		$1,000.00
1555 N Treasure Drive	Bulk Trash	Warning	9/7/2021		
7510 Coquina Drive	Bulk Trash	Warning	9/7/2021		
7601 Beach View Drive	Bulk Trash	Warning	9/9/2021		
1331 Bay Terrace	Bulk Trash	Warning	9/9/2021		
7920 East Drive	Bulk Trash	Warning	9/9/2021		
7922 East Drive	Landscape	Warning	9/9/2021		
7548 Hispanola Ave	WWP	Citation	9/9/2021		$500.00
7528 Adventure Ave	Special Magistrate	Order	9/10/2021		$275.00

7430 Beach View Drive	Bulk Trash	Warning	9/11/2021		
7811 Beach View Drive	Bulk Trash	Warning	9/11/2021		
7711 Center Bay Drive	Bulk Trash	Warning	9/13/2021		
7548 W Treasure Drive	Trash	Citation	9/13/2021	$200.00	
7516 Jewel Ave	Special Magistrate	Order	9/14/2021		$575.00
7731 Center Bay Drive	WWP	Citation	9/14/2021		$250.00
1725 Kennedy Causeway	Landscape/Trash	Warning	9/14/2021		
7904 West Drive #502	Operating/Advertising	Citation	9/15/2021	$1,000.00	
1356 Bay Terrace	Pool Violations	Citation	9/15/2021		$250.00
7904 West Drive #502	BTR	Citation	9/15/2021	$100.00	
7927 East Drive	Trash	Warning	9/16/2021		
7801 Center Bay Drive	Noise	Citation	9/17/2021	$250.00	
7927 East Drive	Trash	Citation	9/20/2021	$200.00	
7540 W Treasure Drive	Construction Site Maint.	Warning	9/20/2021		
7553 Adventure Ave	Noise	Citation	9/18/2021	$250.00	
1701 N Treasure Dr #7	Landscape	Warning	9/21/2021		
1701 N Treasure Dr #5	Landscape	Warning	9/21/2021		
7520 Hispanola Ave	WWP	Citation	9/21/2021		$500.00
7731 Coquina Drive	Operating/Advertising	Citation	9/21/2021		$2,000.00
7731 Coquina Drive	BTR	Citation	9/21/2021		$100.00
1701 N Treasure Dr #4	Landscape	Warning	9/21/2021		
7600 Beach View Drive	Noise	Citation	9/21/2021		$250.00
1701 N Treasure Dr #3	Landscape	Warning	9/21/2021		
7927 East Drive	Trash	Warning	9/22/2021		
7530 Coquina Drive	Bulk Trash	Warning	9/22/2021		
7441 Coquina Drive	Landscape	Warning	9/22/2021		
7904 West Drive #502	BTR	Citation	9/23/2021		$100.00
7904 West Drive #502	Operating/Advertising	Citation	9/23/2021		$1,000.00
7400 Center Bay Drive	Bulk Trash	Warning	9/23/2021		
7530 Center Bay Drive	Noise	Citation	9/25/2021	$250.00	
1610 S Treasure Drive	Noise	Citation	9/25/2021	$250.00	
7400 Miami View Drive	Noise	Citation	9/25/2021	$250.00	
7922 East Drive	Landscape	Citation	9/27/2021	$200.00	
7929 West Drive	Bulk Trash	Warning	9/27/2021		
7549 Bounty Ave	Landscape	Warning	9/27/2021		
7400 Miami View Drive	Noise	Citation	9/28/2021		$250.00
1725 Kennedy Cswy	Landscape	Citation	9/28/2021	$200.00	
7536 Adventure Ave	WWP	Citation	9/29/2021	$250.00	
Folio #23-3209-008-1210	Landscape	Citation	9/30/2021		$200.00
7530 Center Bay Drive	Noise	Citation	9/30/2021		$250.00
(66) Lien Searches					
				$6,700.00	$8,000.00

	Code	**Statistics**	**Oct-21**	**$**	**$**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1555 Kennedy Cswy	Trash	Warning	10/4/2021		
1400 Kennedy Cswy	Blocking ROW	Warning	10/4/2021		
7510 Coquina Drive	Landscape	Warning	10/4/2021		
7939 East Drive	Trash	Warning	10/4/2021		
7537 W Treasure Drive	WWP	Citation	10/5/2021		$250.00
7532 Hispanola Ave	Special Magistrate	Order	10/5/2021		$1,600.00
7801 Center Bay Drive	Noise	Citation	10/5/2021		$250.00
7500 Beach View Drive	Landscape/Pool Violation	Warning	10/7/2021		
7500 Center Bay Drive	Construction Maint.	Warning	10/8/2021		
1735 N Treasure Drive	Noise	Warning	10/7/2021		
7917 West Drive	Bulk Trash	Warning	10/11/2021		
HI Drive / 79 Street	Prohibited Sign	Removed	10/11/2021		
7927 East Drive	Trash	Citation	10/11/2021		$200.00
1610 S Treasure Drive	WWP	Citation	10/11/2021		$250.00
7536 Bounty Ave	Bulk Trash	Warning	10/12/2021		
1356 Bay Terrace	Property Maint./Beehive	Warning	10/14/2021		
7549 Hispanola Ave	WWP	Citation	10/14/2021	$250.00	
7525 Buccaneer Ave	WWP	Citation	10/14/2021		$500.00
7553 Adventure Ave	Noise	Citation	10/14/2021		$250.00
7509 Adventure Ave	WWP	Citation	10/15/2021	$250.00	
1620 N Treasure Drive	WWP	Citation	10/16/2021	$250.00	
7552 Cutlass Ave	Construction Maint.	Citation	10/16/2021	$250.00	
7552 Cutlass Ave	Noise	Citation	10/16/2021	$250.00	
7511 Center Bay Drive	Trash Cans	Warning	10/16/2021		
7700 Center Bay Drive	Trash Cans	Warning	10/16/2021		
7505 Bounty Ave	Landscape	Warning	10/16/2021		
7811 Beach View Drive	Special Magistrate	Order	10/21/2021		$3,275.00
7924 East Drive	Landscape	Warning	10/21/2021		
23-3209-001-0013	Landscape	Citation	10/21/2021	$200.00	
7721 Miami View Drive	Bulk Trash	Warning	10/21/2021		
7509 Adventure Ave	WWP	Citation	10/22/2021		$250.00
7512 Buccaneer Ave	Blocking ROW	Warning	10/25/2021		
7720 Miami View Drive	Landscape	Warning	10/25/2021		
7922 East Drive	Landscape	Citation	10/26/2021		$200.00
1601 Kennedy Cswy	Blocking ROW	Warning	10/27/2021		
23-3209-035-0001	WWP	Citation	10/27/2021	$250.00	
7421 Miami View Drive	Bulk Trash	Warning	10/27/2021		
7549 Hispanola Ave	WWP	Citation	10/27/2021		$250.00
7552 Cutlass Ave	Noise	Citation	10/28/2021		$250.00
7552 Cutlass Ave	WWP	Citation	10/28/2021		$250.00
1872 Kennedy Cswy	Bulk Trash	Warning	10/29/2021		
1620 N Treasure Drive	WWP	Citation	10/29/2021		$250.00
7811 Beach View Drive	Trash Cans	Citation	10/30/2021	$200.00	
7420 Beach View Drive	Trash Cans	Warning	10/30/2021		

7711 Beach View Drive	Trash Cans	Warning	10/30/2021				
7811 Miami View Drive	Noise	Citation	10/30/2021	$250.00			
7505 Cutlass Ave	Noise	Warning	10/30/2021				
(46) Lien Searches							
				$2,150.00	$8,025.00		
	Code	**Statistics**	**Nov-21**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7933 West Drive	Bulk Trash	Warning	11/1/2021				
7924 East Drive	Bulk Trash	Warning	11/1/2021				
7927 East Drive	Bulk Trash	Warning	11/1/2021				
1351 Bay Terrace	Bulk Trash	Warning	11/2/2021				
7800 Beach View Drive	Trash Cans	Warning	11/3/2021				
7600 Coquina Drive	Bulk Trash	Warning	11/3/2021				
7801 Center Bay Drive	Landscape	Citation	11/2/2021	$200.00			
7801 Center Bay Drive	Illicit Discharge	Citation	11/2/2021	$250.00			
7801 Center Bay Drive	Construction Site Maint.	Citation	11/2/2021	$250.00			
7801 Center Bay Drive	WWP	Citation	11/2/2021	$250.00			
7811 Beach View Drive	Bulk Trash	Warning	11/3/2021				
7917 West Drive	Bulk Trash	Warning	11/3/2021				
Cutlass & S. Treasure Drive	Commercial Vehicle	Warning	11/3/2021				
7548 W Treasure Drive	Trash/ Debris	Citation	11/5/2021		$200.00		
1800 Kennedy Cswy #A201	WWP	Citation	11/6/2021	$250.00			
1725 Kennedy Cswy	Landscape	Citation	11/8/2021		$200.00		
7421 Center Bay Drive	Noise	Warning	11/8/2021				
7811 Beach View Drive	Trash Cans	Citation	11/13/2021	$200.00			
7510 Center Bay Drive	Noise	Citation	11/13/2021	$250.00			
7720 Miami View Deive	Noise	Citation	11/13/2021	$250.00			
7601 E Treasure Drive	Noise	Citation	11/13/2021	$250.00			
7421 Center Bay Drive	Noise	Citation	11/13/2021	$250.00			
7700 Miami View Drive	Noise	Citation	11/15/2021	$250.00		Yes	(1) of (5)
7800 Beach View Drive	Trash Cans	Citation	11/16/2021	$200.00			
Figueroa Landscaping	Bulk Trash	Warning	11/16/2021				
1666 Kennedy Cswy #200	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #208	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #209	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #400	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #409	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #412	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #501	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #203	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #503	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #509	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #512	BTR	Warning	11/17/2021				

1666 Kennedy Cswy #600	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #604	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #607	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #608	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #611	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #612	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #702	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #706	BTR	Warning	11/17/2021				
7830 Miami View Drive	Trash Cans	Warning	11/18/2021				
7811 Miami View Drive	Noise	Citation	11/17/2021		$250.00		
7510 Center Bay Drive	Noise	Citation	11/18/2021		$250.00		
7911 West Drive	Landscape	Citation	11/19/2021		$200.00		
7536 W Treasure Drive	Noise	Citation	11/22/2021	$250.00			
7536 W Treasure Drive	Noise	Citation	11/22/2021	$500.00			
1900 S Treasure Dr. (Lot)	Trash	Warning	11/22/2021				
7537 W Treasure Drive	Trash Cans / Trash	Warning	11/22/2021				
7516 Bounty Ave	Bulk Trash	Warning	11/23/2021				
1666 Kennedy Cswy #211	BTR	Warning	11/23/2021				
1666 Kennedy Cswy #510	BTR	Warning	11/23/2021				
7811 Beach View Drive	Trash Cans	Citation	11/23/2021		$200.00		
1666 Kennedy Cswy #206	BTR	Warning	11/23/2021				
7801 Center Bay Drive	Illicit Discharge	Citation	11/29/2021		$250.00		
7801 Center Bay Drive	Landscape	Citation	11/29/2021		$200.00		
7801 Center Bay Drive	Construction Site Maint.	Citation	11/29/2021		$250.00		
7801 Center Bay Drive	WWP	Citation	11/29/2021		$250.00		
7800 Beach View Drive	Trash Cans	Citation	11/29/2021		$200.00		
7925 West Drive	Bulk Trash	Warning	11/30/2021				
7441 Coquina Drive	Trash	Warning	11/30/2021				
(45) Lien Searches							
				$3,600.00	$2,450.00		
	Code	**Statistics**	**Dec-21**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7811 Beach View Drive	Trash Cans	Citation	12/1/2021		$200.00		
7801 Hispanola Ave	Building Recertification	Warning	12/1/2021				
1666 Kennedy Cswy #610	Building Recertification	Warning	12/1/2021				
7926 East Drive	Building Recertification	Warning	12/1/2021				
7909-7911 East Drive	Building Recertification	Warning	12/1/2021				
7915 East Drive	Building Recertification	Warning	12/1/2021				
7921 West Drive	Building Recertification	Warning	12/1/2021				
7925 West Drive	Building Recertification	Warning	12/1/2021				
1801-1815 Galleon St	Building Recertification	Warning	12/1/2021				
7928 West Drive	Building Recertification	Warning	12/1/2021				
7921 East Drive	Building Recertification	Warning	12/1/2021				

1880 S Treasure Drive	Building Recertification	Warning	12/1/2021				
7920 East Drive	Minimum Housing	Warning	12/6/2021				
7910 West Drive	Bulk Trash	Warning	12/6/2021				
7937 West Drive #G	Minimum Housing	Warning	12/6/2021				
7937 West Drive #F	WWP	Citation	12/6/2021	$250.00			
7937 West Drive #F	Minimum Housing	Warning	12/6/2021				
7917 West Drive	Bulk Trash	Warning	12/6/2021				
7536 W Treasure Drive	Noise	Citation	12/7/2021		$250.00		
7536 W Treasure Drive	Noise	Citation	12/7/2021		$500.00		
1400 Kennedy Cswy #117	BTR	Warning	12/7/2021				
1400 Kennedy Cswy #100	BTR	Warning	12/7/2021				
1400 Kennedy Cswy #1460	BTR	Warning	12/7/2021				
7920 East Drive	Bulk Trash	Warning	12/7/2021				
1555 N Treasure Drive	Bulk Trash	Warning	12/7/2021				
1400 Kennedy Cswy #1402	BTR	Warning	12/8/2021				
7545 E Treasure Drive #8F	Noise	Citation	12/9/2021		$200.00		
7501 E Treasure Drive #6EF	Cannabis	Citation	12/10/2021		$100.00		
7501 E Treasure Drive #6EF	Cannabis	Citation	12/10/2021		$100.00		
7501 E Treasure Drive #3EF	WWP	Citation	12/10/2021	$250.00			
1620 S Treasure Drive	Noise	Citation	12/11/2021	$500.00			
1630 S Treasure Drive	Landscape	Citation	12/11/2021	$200.00			
7536 W Treasure Drive	WWP	Citation	12/13/2021	$250.00			
7920 East Drive	Minimum Housing	Warning	12/13/2021				
7700 Miami View Drive	Noise	Citation	12/13/2021		$250.00		
7900 Harbor Island Drive	Noise	Warning	12/13/2021				
7927 East Drive	Bulk Waste	Warning	12/14/2021				
7513 Adventure Ave	Trash	Warning	12/14/2021				
7920 East Drive	Bulk Trash	Warning	12/15/2021				
7933 West Drive	Bulk Trash	Warning	12/16/2021				
7620 Miami View Drive	WWP	Citation	12/16/2021	$250.00			
7701 Center Bay Drive	Trash	Warning	12/16/2021				
7520 Hispanola Ave	Noise	Citation	12/18/2021	$250.00			
7904 West Drive #112	Special Magistrate	Order	12/20/2021		$4,500.00		
7933 West Drive	Bulk Trash	Warning	12/21/2021				
1666 Kennedy Cswy #610	WWP	Citation	12/21/2021		$250.00		
1850 Kennedy Cswy	Trash	Warning	12/22/2021				
7524 Bounty Ave	Bulk Trash	Warning	12/22/2021				
Galleon Street	Derelict Vehicle	Warning	12/22/2021				
7601 E Treasure Drive #CU2	BTR	Warning	12/23/2021				
7720 Miami View Drive	Noise	Citation	12/23/2021		$250.00		
7601 E Treasure Drive #CU1	BTR	Warning	12/23/2021				
7910 West Drive	Bulk Trash	Warning	12/23/2021				
7601 E Treasure Drive #CU9	BTR	Warning	12/23/2021				
7909-7911 East Drive	Bulk Trash	Warning	12/23/2021				
1801 S Treasure Drive #329	Bulk Trash	Warning	12/28/2021				
1500 Kennedy Cswy	Landscape	Warning	12/29/2021				
1872 Kennedy Cswy	Trash	Warning	12/29/2021				

7505 Bounty Ave	Landscape	Warning	12/30/2021				
7508 W Treasure Drive	Landscape	Warning	12/30/2021				
1620 S Treasure Drive	Noise	Citation	12/30/2021		$500.00		
(22) Lien Searches							
				$1,950.00	$7,100.00		
	Code	**Statistics**	**Jan-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7917 West Drive	Bulk Trash	Citation	1/3/2022	$200.00			
7731 Miami View Drive	Landscpae	Warning	1/3/2022				
7520 Hispanola Ave	Noise	Citation	1/3/2022		$250.00		
7620 Miami View Drive	WWP	Citation	1/5/2022		$250.00		
7552 Cutlass Ave	Operating/Advertising	Warning	1/7/2022				
1690 S Treasure Drive	WWP	Citation	1/8/2022	$250.00			
1353 Bay Terrace	WWP	Citation	1/10/2022		$200.00		
7421 Center Bay Drive	Noise	Citation	1/10/2022		$250.00		
7937 West Drive	WWP	Citation	1/12/2022		$250.00		
8020 East Drive #218	Noise	Citation	1/15/2022	$250.00			
8020 East Drive #218	WWP	Citation	1/15/2022	$250.00			
7552 Cutlass Ave	Noise	Citation	1/15/2022	$500.00			
7508 W Treasure Drive	WWP	Citation	1/15/2022	$250.00			
7520 W Treasure Drive	Noise	Warning	1/17/2022				
7631 Miami View Drive	Noise	Warning	1/17/2022				
1650 S Treasure Drive	BTR	Warning	1/18/2022				
7917 West Drive	Bulk Trash	Warning	1/19/2022				
7934 West Drive #1003	Noise	Citation	1/20/2022		$250.00		
7521 Cutlass Ave	Operating/Advertising	Warning	1/20/2022				
7548 Adventure Ave	Operating/Advertising	Warning	1/20/2022				
1900 S Treasure Drive #3D	Operating/Advertising	Warning	1/20/2022				
7933 West Drive #715	Operating/Advertising	Warning	1/20/2022				
7548 Adventure Ave	Operating/Advertising	Citation	1/22/2022	$1,000.00		Yes	1
7548 Adventure Ave	BTR	Citation	1/22/2022	$100.00			
7500 Beach View Drive	Pool Violation	Citation	1/22/2022	$100.00			
7525 E Treasure Drive	Building Miantenence	Warning	1/25/2022				
7920 East Drive	Blocking ROW	Warning	1/26/2022				
7552 Cutlass Ave	Noise	Citation	1/26/2022		$500.00		
7508 W Treasure Drive	WWP	Citation	1/27/2022		$250.00		
1690 S Treasure Drive	WWP	Citation	1/28/2022		$250.00		
1865 Kennedy Cswy #5L	Noise	Citation	1/28/2022		$100.00		
7548 Adventure Ave	Operating/Advertising	Citation	1/28/2022		$1,000.00		
7548 Adventure Ave	BTR	Citation	1/28/2022		$100.00		
7524 Buccaneer Ave	Noise	Citation	1/31/2022		$250.00		
7811 Miami View Drive	Bulk Trash	Warning	1/31/2022				
7720 Center Bay Drive	Landscape	Warning	1/31/2022				

(49) Lien Searches							
				$2,900.00	$3,900.00		
	Code	**Statistics**	**Feb-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7917 West Drive	Bulk Trash	Warning	2/1/2022				
7441 Coquina Drive	Construction Site Maint.	Warning	2/1/2022				
7939 East Drive	Knox Box	Warning	2/2/2022				
1630 S Treasure Drive	Special Magistrate	Order	2/2/2022		$220.00		
7929 West Drive #903	Noise	Warning	2/3/2022				
8000 West Drive	Noise	Warning	2/3/2022				
7946 East Drive #201	Operating/Advertising	Warning	2/3/2022				
8020 East Drive #218	Noise	Citation	2/3/2022		$250.00		
8020 East Drive #218	WWP	Citation	2/3/2022		$250.00		
7927 East Drive	Operating/Advertising	Warning	2/3/2022				
7917 West Drive	Trash	Citation	2/7/2022		$200.00		
7536 W Treasure Drive	WWP	Citation	2/7/2022		$250.00		
1820 S Treasure Drive	WWP	Citation	2/8/2022	$250.00			
23-3209-001-0270	Landscape	Warning	2/8/2022				
1800 Kennedy Cswy #A201	Special Magistrate	Order	2/8/2022		$250.00		
1750 S Treasure Drive	Knox Box	Warning	2/9/2022				
1625 Kennedy Causeway	Knox Box	Warning	2/14/2022				
1820 S Treasure Drive #205	WWP	Citation	2/14/2022		$250.00		
1353 Bay Terrace	WWP	Citation	2/14/2022	$250.00			
1880 S Treasure Drive	Blocking ROW	Warning	2/15/2022				
1666 Kennedy Cswy #604	Trash	Warning	2/15/2022				
7917 West Drive	Recycling	Warning	2/15/2022				
7929 West Drive	Recycling	Warning	2/15/2022				
1855 Kennedy Cswy	Filming	Warning	2/15/2022				
1666 Kennedy Causeway	Special Magistrate	Order	2/16/2022		$1,200.00		
7801 Center Bay Drive	Construction Site Maint.	Warning	2/16/2022				
7421 Coquina Drive	ROW Violation	Warning	2/18/2022				
7548 W Treasure Drive	Noise	Citation	2/19/2022	$250.00			
7548 W Treasure Drive	WWP	Citation	2/19/2022	$250.00			
1880 S Treasure Drive	ROW Violation	Warning	2/19/2022				
7810 Center Bay Drive	Noise	Warning	2/19/2022				
7730 Center Bay Drive	Bulk Trash	Warning	2/22/2022				
7710 Coquina Drive	Bulk Trash	Warning	2/22/2022				
7720 Miami View Drive	WWP	Citation	2/23/2022	$250.00			
7720 Miami View Drive	WWP	Citation	2/24/2022		$250.00		
7505 Cutlass Ave	Illicit Discharge	Citation	2/24/2022	$200.00			
7700 Beach View Drive	Noise	Citation	2/26/2022	$250.00		Yes	1
7811 Beach View Drive	Noise	Citation	2/27/2022	$500.00		Yes	1
7552 Bounty Ave	Trash	Warning	2/28/2022				

7700 Beach View Drive	Noise	Citation	2/28/2022		$250.00		
(67) Lien Searches							
				$2,200.00	$3,370.00		

	Code	**Statistics**	**Mar-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
Harbor Island	Derelict Vehicle	Warning	3/1/2022				
7910 West Drive	Bulk Trash	Warning	3/1/2022				
Harbor Island ROW	Prohibited Sign	Removed	3/1/2022				
7530 Miami View Drive	Noise	Warning	3/1/2022				
7811 Beach View Drive	Noise	Citation	3/1/2022		$500.00		
7557 Mutiny Ave	WWP	Citation	3/4/2022	$250.00			
7915 East Drive #2D	Noise	Citation	3/4/2022		$250.00		
7505 Adventure Ave	Trash Cans/Trash	Warning	3/5/2022				
7509 Adventure Ave	Trash Cans/Trash	Warning	3/5/2022				
7901 Hispanola Ave	Noise	Citation	3/5/2022	$250.00			
7915 East Drive	Noise	Citation	3/5/2022	$250.00			
1620 N Treasure Drive	Bulk Trash	Warning	3/9/2022				
7915 East Drive #1A	Noise	Citation	3/9/2022		$250.00		
7421 Coquina Drive	Construction Maint.	Warning	3/10/2022				
1610 S Treasure Drive	Special Magistrate	Order	3/10/2022		$1,600.00		
7557 Mutiny Ave	WWP	Citation	3/10/2022		$250.00		
7621 Coquina Drive	Trash	Warning	3/10/2022				
7601 E Treasure Dr #CU25	Noise	Citation	3/11/2022		$250.00		
7548 W Treasure Drive	Noise	Citation	3/11/2022		$250.00		
7548 W Treasure Drive	WWP	Citation	3/11/2022		$250.00		
7710 Beach View Drive	Noise	Citation	3/12/2022	$250.00			
7710 Beach View Drive	WWP	Citation	3/12/2022	$250.00			
7536 Bounty Ave	Special Magistrate	Order	3/14/2022		$250.00		
1666 Kennedy Cswy #501	Trash	Warning	3/15/2022				
7501 E Treasure Dr #6T	Noise	Citation	3/15/2022		$250.00		
Treasure Island	Abandoned Prop. (Bike)	Warning/Removed	3/16/2022				
1480 S Treasure Drive	Landscape	Citation	3/17/2022		$200.00		
Treasure Island	Abandoned Prop. (Bike)	Warning/Removed	3/16/2022				
7904 West Drive (rear)	Abandoned Vessel	Warning	3/19/2022				
7711 Coquina Drive	Trash/Recycle cans	Warning	3/19/2022				
7910 West Drive (rear)	Noise	Warning	3/21/2022				
7501 E Treasure Dr #7P	Operating/Advertising	Warning	3/21/2022				
7505 Cutlass Ave	Illicit Discharge	Citation	3/21/2022		$200.00		
1400 S Treasure Drive	Bulk Trash	Warning	3/22/2022				
7901 Hispanola Ave	Noise	Citation	3/22/2022		$250.00		
8000 West Drive	Noise	Citation	3/22/2022		$250.00		
1880 S Treasure Drive	Trash	Warning	3/22/2022				

7800 Center Bay Drive	Bulk Trash	Warning	3/22/2022				
7801 Center Bay Drive	Open/Unsecure	Warning	3/22/2022				
1900 S Treasure Drive	Trash	Warning	3/22/2022				
7934 West Drive #904	Special Magistrate	Order	3/23/2022		$3,000.00		
1865 Kennedy Cswy #12G	WWP	Citation	3/23/2022	$250.00			
Public ROW	Prohibited Sign	Removed	3/23/2022				
7700 Beachview Drive	WWP	Citation	3/23/2022	$250.00			
1571 S Treasure Drive	Noise	Warning	3/24/2022				
1353 Bay Terrace	WWP	Citation	3/24/2022		$250.00		
7720 Center Bay Drive	Trash/Recycle Cans	Citation	3/26/2022	$250.00			
7941 West Drive #301	WWP	Citation	3/26/2022	$250.00			
7920 East Drive	Minimum Housing	Warning	3/28/2022				
Treasure Island	Abandoned Vehicle	Warning	3/28/2022				
1880 S Treasure Drive	Special Magistrate	Order	3/28/2022		$3,500.00		
7540 W Treasure Drive	Noise	Warning	3/29/2022				
Harbor Island	Derelict Vehicle	Warning	3/30/2022				
7901 Hispanola Ave	Construction Maint.	Warning	3/30/2022				
7904 West Drive #816	WWP	Citation	3/31/2022		$200.00		
(126) Lien Searches							
				$2,250.00	$11,950.00		

	Code	**Statistics**	**Apr-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7540 Bounty Ave	Bulk Trash	Warning	3/31/2022				
7536 Bounty Ave	Bulk Trash	Warning	3/31/2022				
7500 Beachview Drive	Pool Violation	Warning	3/31/2022				
7501 Center Bay Drive	Bulk Trash	Warning	3/31/2022				
7901 Hispanola Ave	Construction Site Maint.	Citation	3/31/2022	$250.00			
7700 Beach View Drive	WWP	Citation	4/1/2022		$250.00		
7536 Bounty Ave	Bulk Trash	Warning	4/1/2022				
1571 S Treasure Drive	Property Maintenance	Warning	4/1/2022				
1440 S Treasure Drive	WWP	Citation	4/2/2022	$250.00			
1440 S Treasure Drive	Noise	Citation	4/2/2022	$250.00			
7544 W Treasure Drive	Noise	Warning	4/2/2022				
7811 Beach View Drive	Trash Cans	Citation	4/2/2022	$200.00		Yes	2
7536 Bounty Ave	Special Magistrate	Order	4/4/2022		$75.00		
7720 Center Bay Drive	Trash Cans	Citation	4/4/2022		$200.00		
7701 Miami View Drive	Bulk Trash	Warning	4/4/2022				
1900 S Treasure Drive	Property Maintenance	Warning	4/5/2022				
7700 Miami View Drive	Noise	Citation	4/7/2022	$500.00		Yes	2
7533 Adventure Ave	WWP	Citation	4/7/2022	$250.00			
1690 S Treasure Drive	WWP	Citation	4/9/2022	$250.00			
7525 Buccaneer Ave	Construction Site Maint.	Citation	4/8/2022	$250.00			
7920 East Drive	Bulk Trash	Warning	4/8/2022				

7927 East Drive	Minimum Housing	Warning	4/8/2022				
7601 Beach View Drive	Noise	Warning	4/9/2022				
7500 Bounty Ave	Noise	Warning	4/9/2022				
7508 W Treasure Drive	Landscape	Warning	4/10/2022				
7540 W Treasure Drive	ROW Violation	Warning	4/11/2022				
7700 Miami View Drive	Noise	Citation	4/11/2022		$500.00		
7700 Miami View Drive	Trash	Warning	4/11/2022				
7800 Beach View Drive	Bulk Trash	Warning	4/11/2022				
1865 Kennedy Cswy #12G	WWP	Citation	4/12/2022		$250.00		
7601 E Treasure Drive	Graffiti	Warning	4/11/2022				
1872 Kennedy Cswy	Graffiti	Warning	4/11/2022				
7500 Beach View Drive	Pool Violations	Citation	4/15/2022		$100.00		
1900 S Treasure Drive	Operating/Advertising	Warning	4/16/2022				
7810 Center Bay Drive	Noise	Warning	4/18/2022				
Harbor Island	Derelict Vehicle	Warning	4/18/2022				
23-3209-001-0270	Trash	Warning	4/18/2022				
7901 Hispanola Ave	Construction Site Maint.	Citation	4/18/2022		$250.00		
7552 Cutlass Ave	Special Magistrate	Order	4/18/2022		$1,600.00		
1865 Kennedy Cswy #3A	WWP	Citation	4/19/2022	$250.00			
7548 W Treasure Drive	Blocking ROW	Warning	4/19/2022				
7513 Adventure Ave	Noise	Citation	4/22/2022	$250.00			
7910 Harbor Island Dr. #601	Operating/Advertising	Citation	4/22/2022	$1,000.00			
7910 Harbor Island Dr. #601	BTR	Citation	4/22/2022	$100.00			
1690 S Treasure Drive	WWP	Citation	4/22/2022		$250.00		
7500 Beach View Drive	Special Magistrate	Order	4/22/2022		$325.00		
Treasure Island	Abandoned Vehicle	Warning	4/25/2022				
Treasure Island	Derelict Vehicle	Warning	4/25/2022				
7631 Miami View Drive	Construction Site Maint.	Warning	4/25/2022				
7549 Hispanola Ave	WWP	Citation	4/29/2022				
7525 Buccaneer Ave	Noise	Warning	4/30/2022				
7720 Center Bay Drive	Trash Cans	Warning	4/30/2022				
(58) Lien Searches							
				$3,800.00	$3,800.00		

	Code	**Statistics**	**May-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7513 Adventure Ave	Noise	Warning	5/1/2022				
7513 Adventure Ave	Noise	Citation	5/2/2022	$500.00			
7508 Jewel Ave	Operating/Advertising	Warning	5/2/2022				
7529 Buccaneer Ave	Bulk Trash	Warning	5/3/2022				
7910 Harbor Island Dr #601	Operating/Advertising	Citation	5/4/2022		$1,000.00		
7910 Harbor Island Dr #601	BTR	Citation	5/4/2022		$100.00		
7910 West Drive #205	WWP	Citation	5/5/2022	$250.00			
7545 E Treasure Dr #10A	WWP	Citation	5/5/2022	$250.00			

Treasure Island	Prohibited Sign	Removed	5/5/2022				
7517 Cutlass Ave	Fence	Warning	5/9/2022				
7544 Mutiny Ave	Trash Can	Warning	5/10/2022				
7513 Adventure Ave	Noise	Citation	5/12/2022		$250.00		
7911 East Drive	Illicit Discharge	Warning	5/12/2022				
7549 Hispanola Ave	WWP	Citation	5/16/2022		$250.00		
7613 Mutiny Ave	Trash	Warning	5/17/2022				
7540 Bounty Ave	Bulk Trash	Warning	5/17/2022				
Treasure Island	Prohibited Sign	Removed	5/17/2022				
7904 West Drive #816	Noise	Warning	5/17/2022				
Treasure Island	Abandoned Bike	Warning/Removed	5/20/2022				
7513 Adventure Ave	Noise	Warning	5/20/2022		$500.00		
7801 Miami View Drive	Trash Cans	Citation	5/21/2022	$200.00			
1440 S Treasure Drive	WWP	Citation	5/21/2022	$250.00			
7548 Buccaneer Ave	Pool Violations	Warning	5/21/2022				
7529 W Treasure Drive	Blocking ROW	Warning	5/23/2022				
Treasure Island	Dead Storage	Warning	5/24/2022				
7934 West Drive #602	Noise	Warning	5/24/2022				
1800 Kennedy Cswy #A201	Special Magistrate	Order	5/24/2022		$300.00		
1701 N Treasure Drive	Landscape	Warning	5/24/2022				
7524 W Treasure Drive	Landscape	Warning	5/25/2022				
7511 Center Bay Drive	Construction Site Maint.	Warning	5/25/2022				
1600 Kennedy Cswy	Trash	Warning	5/26/2022				
7904 West Drive	Prohibited Sign	Warning	5/28/2022				
7917 West Drive	Bulk Trash	Warning	5/30/2022				
7800 Miami View Drive	Blocking ROW	Warning	5/30/2022				
7801 Center Bay Drive	Noise	Warning	5/30/2022				
7524 W Treasure Drive	Open & Unsecure	Warning	5/30/2022				
1630 S Treasure Drive	Blocking ROW	Warning	5/30/2022				
1356 Bay Terrace	Bulk Trash	Warning	5/30/2022				
7910 West Drive	WWP	Citation	5/31/2022		$250.00		
7501 W Treasure Drive	Construction Site Maint.	Warning	5/31/2022				
7500 Beach View Drive	Pool Violations	Warning	5/31/2022				
Harbor Island	Peddler/Solicitor	Warning/Removed	5/31/2022				
(101) Lien Searches							
				$1,450.00	$2,650.00		
	Code	**Statistics**	**Jun-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7501 Adventure Ave	Landscape	Warning	6/1/2022				
7528 Buccaneer Ave	Construction Site Maint.	Warning	6/1/2022				
7510 Coquina Drive	Bulk Trash	Warning	6/1/2022				
1830 S Treasure Drive	Bulk Trash	Warning	6/1/2022				
7545 E Treasure Dr #10A	WWP	Citation	6/1/2022		$250.00		

7904 West Drive #517	WWP	Citation	6/2/2022	$250.00			
7505 Bounty Ave	Special Magistrate	Order	6/3/2022		$75.00		
1647 N Treasure Drive	Graffiti	Warning	6/6/2022				
1508 Kennedy Cswy	Graffiti	Warning	6/6/2022				
1550 Kennedy Cswy	Graffiti	Warning	6/6/2022				
1865 Kennedy Cswy #3A	WWP	Citation	6/7/2022		$250.00		
7401 Center Bay Drive	BTR	Warning	6/8/2022				
1790 Kennedy Cswy	Building Maintenance	Warning	6/8/2022				
1701 N Treasure Dr #5	Landscape	Warning	6/11/2022				
7505 Adventure Ave	Landscape	Warning	6/11/2022				
7500 Center Bay Drive	Landscape	Warning	6/11/2022				
7524 W Treasure Drive	Landscape	Warning	6/11/2022				
7512 Buccaneer Ave	Landscape	Warning	6/11/2022				
1701 S Treasure Drive	Landscape	Warning	6/11/2022				
Treasure Island	Derelict Vehicle	Warning	6/13/2022				
Treasure Island	Derelict Vehicle	Warning	6/13/2022				
1600 Kennedy Cswy	Graffiti	Warning	6/13/2022				
1600 Kennedy Cswy	Trash	Warning	6/13/2022				
1524 Kennedy Cswy	Graffiti	Warning	6/13/2022				
7411 Beach View Drive	Bulk Trash	Warning	6/14/2022				
7610 Center Bay Drive	Bulk Trash	Warning	6/14/2022				
7720 Miami View Drive	Trash Cans	Warning	6/15/2022				
1880 S Treasure Drive	Bulk Trash	Warning	6/15/2022				
1601 Kennedy Cswy	Open / Unsecure	Warning	6/16/2022				
7720 Miami View Drive	Landscape	Warning	6/16/2022				
7508 Bounty Ave	Landscape	Warning	6/15/2022				
7548 Hispanola Ave	Landscape	Warning	6/15/2022				
7524 W Treasure Drive	Landscape	Citation	6/21/2022	$200.00			
23-3209-001-0279	Fence	Warning	6/21/2022				
7544 W Treasure Drive	WWP	Citation	6/21/2022		$1,200.00		
1735 N Treasure Drive	Special Magistrate	Order	6/22/2022		$250.00		
1865 Kennedy Cswy #12G	Special Magistrate	Order	6/24/2022		$1,000.00		
8020 East Drive #218	Special Magistrate	Order	6/24/2022		$900.00		
7552 Cutlass Ave	Noise	Citation	6/25/2022	$250.00			
1750 S Treasure Dr #1	Noise	Citation	6/27/2022		$250.00		
7720 Miami View Drive	Special Magistrate	Order	6/28/2022		$1,200.00		
7931 East Drive	Stagnant Water	Warning	6/29/2022				
7931 East Drive	Trash	Warning	6/29/2022				
(45) Lien Searches							
				$700.00	$5,375.00		
	Code	**Statistics**	**Jul-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7508 Cutlass Ave	Trash	Warning	7/1/2022				

Treasure Island	Derelict Vehicle	Warning	7/5/2022				
8000 West Drive	Trash	Warning	7/5/2022				
1580 Kennedy Cswy	WWP	Citation	7/5/2022	$250.00			
7929 West Drive	Trash	Warning	7/5/2022				
Treasure Island	Derelict Vehicle	Warning	7/6/2022				
7810 Beach View Drive	Bulk Trash	Warning	7/6/2022				
1580 Kennedy Cswy	WWP	Citation	7/7/2022		$250.00		
7537 Mutiny Ave	WWP	Citation	7/7/2022	$250.00			
7701 Beach View Drive	Bulk Trash	Warning	7/6/2022				
1872 Kennedy Cswy	Noise	Warning	7/7/2022				
7501 E Treasure Drive	Construction Maint.	Warning	7/7/2022				
1600 Kennedy Cswy	Trash	Warning	7/11/2022				
7700 Center Bay Drive	Landscape	Warning	7/12/2022				
7524 W Treasure Drive	Landscape	Citation	7/12/2022		$200.00		
7720 Coquina Drive	Bulk Trash	Warning	7/12/2022				
7501 E Treasure Drive	Trash	Warning	7/12/2022				
7556 Bounty Ave	Bulk Trash	Warning	7/12/2022				
1550 Kennedy Cswy	Graffiti	Citation	7/13/2022	$100.00			
7504 Adventure Ave	Bulk Trash	Warning	7/14/2022				
1321 Bay Terrace	Bulk Trash	Warning	7/14/2022				
7529 Mutiny Ave	WWP	Citation	7/14/2022	$250.00			
7601 E Treasure Dr #2007	Noise	Citation	7/22/2022		$250.00		
1750 S Treasure Drive	Noise	Citation	7/22/2022		$250.00		
7421 Beach View Drive	Property Maintenance	Warning	7/23/2022				
7720 Center Bay Drive	Trash Cans	Citation	7/23/2022	$200.00		yes	1
7536 Adventure Ave	Trash Cans	Citation	7/23/2022	$200.00			
7801 Center Bay Drive	Construction Maint.	Warning	7/25/2022				
7537 Mutiny Ave	WWP	Citation	7/26/2022		$250.00		
1880 S Treasure Drive	WWP	Citation	7/26/2022	$250.00			
1872 Kennedy Cswy	Noise	Citation	7/26/2022	$250.00			
7552 Cutlass Ave	Noise	Citation	7/26/2022		$250.00		
Public ROW	Prohibited Sign	Removed	7/27/2022				
1800 Kennedy Cswy	Property Maintenance	Warning	7/27/2022				
1755 Kennedy Cswy	Property Maintenance	Warning	7/27/2022				
1555 E Treasure Drive	Bulk Trash	Warning	7/28/2022				
7801 Miami View Drive	Trash Cans	Citation	7/28/2022		$200.00		
7525 Buccaneer Ave	Construction Maint.	Citation	7/28/2022		$250.00		
7811 Beach View Drive	Trash Cans	Citation	7/28/2022		$200.00		
1510 S Treasure Drive	Bulk Trash	Warning	7/28/2022				
7801 Center Bay Drive	Construction Maint.	Citation	7/28/2022	$500.00			
7510 Coquina Drive	Bulk Trash	Warning	7/28/2022				
1700 N Treasure Drive	WWP	Citation	7/28/2022	$250.00			
1365 Bay Terrace	Trash Cans	Warning	7/30/2022				
7513 Adventure Ave	Trash Cans	Warning	7/30/2022				
7509 Adventure Ave	Trash Cans	Warning	7/30/2022				
7700 Miami View Drive	Trash Cans	Warning	7/30/2022				
7720 Miami View Drive	Trash Cans	Warning	7/30/2022				

7537 Mutiny Ave	Noise	Citation	7/30/2022	$250.00			
(35) Lien Searches							
				$2,750.00	$2,100.00		
	Code	**Statistics**	**Aug-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7920 East Drive	Bulk Trash	Warning	8/1/2022				
1780 Kennedy Cswy #111	Noise	Warning	8/1/2022				
Treasure Island	Prohibited Signs	Removed	8/2/2022				
Treasure Island	Derelict/Storage Vehicle	Warning	8/2/2022				
Treasure Island	Derelict/Storage Vehicle	Warning	8/2/2022				
1800 Kennedy Cswy	Property Maintenance	Warning	8/3/2022				
7710 Miami View Drive	Noise	Warning	8/3/2022				
1800 Kennedy Cswy #109	Noise	Warning	8/4/2022				
7505 Adventure Ave	WWP	Warning	8/5/2022				
7549 Hispanola Ave	Noise	Citation	8/6/2022	$250.00			
1356 Bay Terrace	Landscape	Warning	8/6/2022				
7549 Hispanola Ave	Noise	Citation	8/8/2022		$250.00		
7536 Adventure Ave	Trash Cans	Citation	8/8/2022		$200.00		
Treasure Island	Derelict/Storage Vehicle	Warning	8/8/2022				
7700 Coquina Drive	Landscape / Trash	Warning	8/8/2022				
7915 East Drive	Bulk Trash	Warning	8/9/2022				
1365 Bay Terrace	Bulk Trash	Warning	8/10/2022				
1600 Kennedy Cswy	Trash	Citation	8/10/2022	$200.00			
1872 Kennedy Cswy	Noise	Citation	8/11/2022		$250.00		
7552 Cutlass Ave	WWP	Citation	8/11/2022	$250.00			
1701 N Treasure Drive #3	Landscape	Warning	8/11/2022				
23-3209-001-0013	Trash/Landscape	Warning	8/11/2022				
7918 West Drive	Construction Site Maint.	Warning	8/15/2022				
7621 Center Bay Drive	Bulk Trash	Warning	8/15/2022				
7801 Center Bay Drive	Construction Site Maint.	Citation	8/15/2022		$500.00		
7620 Center Bay Drive	Bulk Trash	Warning	8/15/2022				
7552 Cutlass Ave	WWP	Citation	8/17/2022		$250.00		
1800 Kennedy Cswy	Minimum Housing	Citation	8/18/2022	$250.00			
1356 Bay Terrace	Landscape	Citation	8/19/2022	$200.00			
7517 Buccaneer Ave	WWP	Citation	8/20/2022	$250.00			
7500 Beach View Drive	Noise	Citation	8/20/2022	$250.00			
7500 Beach View Drive	WWP	Citation	8/20/2022	$250.00			
7720 Center Bay Drive	Trash Cans	Citation	8/22/2022		$200.00		
7929 West Drive #903	Noise	Warning	8/24/2022				
1900 S Treasure Drive #4C	Noise	Citation	8/24/2022		$200.00		
1900 S Treasure Drive #4C	Noise	Citation	8/24/2022		$100.00		
7537 Mutiny Ave	Noise	Citation	8/24/2022		$250.00		
7915 East Drive	Bulk Trash	Warning	8/25/2022				

7918 West Drive	Open/Unsecure	Warning	8/25/2022				
Treasure Island	Derelict/StorageTrailer	Warning	8/27/2022				
7929 West Drive #903	Noise	Citation	8/29/2022	$200.00			
8000 West Drive	Bulk Trash	Warning	8/29/2022				
1331 Bay Terrace	Prohibited Sign	Removed	8/30/2022				
1356 Bay Terrace	Prohibited Sign	Removed	8/30/2022				
1321 Bay Terrace	Prohibited Sign	Removed	8/30/2022				
7420 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7611 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7610 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7600 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7531 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7630 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7721 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7730 Coquina Drive	Prohibited Sign	Removed	8/31/2022				
7731 Coquina Drive	Prohibited Sign	Removed	8/31/2022				
7620 Coquina Drive	Prohibited Sign	Removed	8/31/2022				
7611 Coquina Drive	Prohibited Sign	Removed	8/31/2022				
7701 Center Bay Drive	Prohibited Sign	Removed	8/31/2022				
7721 Center Bay Drive	Prohibited Sign	Removed	8/31/2022				
7730 Center Bay Drive	Prohibited Sign	Removed	8/31/2022				
(23) Lien Searches							
				$2,100.00	$2,200.00		
	Code	**Statistics**	**Sep-22**	**$**	**$**	**X**	**X**

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

7500 Beach View Drive	WWP	Citation	9/9/2022		$250.00		
7531 Center Bay Drive	WWP	Citation	9/13/2022	$250.00			
1351 Bay Terrace	Bulk Trash	Warning	9/14/2022				
1600 Kennedy Cswy	Trash	Warning	9/14/2022				
1800 Kennedy Cswy	Minimum Housing	Citation	9/14/2022		$250.00		
7525 E Treasure Drive #504	Operating/Advertising	Warning	9/16/2022				
7525 E Treasure Drive	Operating/Advertising	Warning	9/16/2022				
7509 Mutiny Ave	Landscape	Warning	9/17/2022				
7600 Beach View Drive	Landscape	Warning	9/17/2022				
1508 Kennedy Cswy	Grafitti	Warning	9/19/2022				
1400 Kennedy Cswy	Prohibited Sign	Removed	9/19/2022				
7929 West Drive #903	Noise	Citation	9/19/2022		$200.00		
7517 Bounty Ave	WWP	Citation	9/20/2022	$250.00			
7517 Bounty Ave	Bulk Trash	Warning	9/20/2022				
7525 E Treasure Drive #708	Minimum Housing	Warning	9/21/2022				
7525 E Treasure Drive	Minimum Housing	Citation	9/21/2022	$250.00			
7710 Center Bay Drive	Bulk Trash	Warning	9/21/2022				
Harbor Island	Derelict/Storage Vehicle	Warning	9/22/2022				
Harbor Island	Derelict/Storage Scooter	Warning	9/22/2022				
Treasure Island	Abandoned Property	Warning	9/22/2022				
7931 East Drive	Trash	Warning	9/22/2022				
7501 Center Bay Drive	Bulk Trash	Warning	9/22/2022				
7731 Beach View Drive	WWP / Painting	Warning	9/22/2022				
7544 Mutiny Ave	WWP	Citation	9/22/2022		$250.00		
All Construction Sites	Order to Secure	Warning	9/23/2022				
7513 Bounty Ave	Noise	Citation	9/24/2022	$250.00			
All Construction Sites	Order to Secure	Warning	9/24/2022				
7531 Center Bay Drive	WWP	Citation	9/26/2022		$250.00		
7928 West Drive #510	WWP	Citation	9/27/2022	$250.00			
7517 Bounty Ave	WWP	Citation	9/27/2022		$250.00		
Harbor Island	Storage Trailer	Warning	9/28/2022				
7508 W Treasure Drive	Construction Site Maint.	Warning	9/28/2022				
7508 W Treasure Drive	Open/Unsecure	Warning	9/28/2022				
7401 Center Bay Drive	Bulk Trash	Warning	9/28/2022				
1665 Kennedy Cswy	Property Maintenance	Warning	9/28/2022				
7508 W Treasure Drive	Construction Site Maint.	Citation	9/28/2022	$250.00			
1700 N Treasure Drive	WWP	Citation	9/29/2022		$250.00		
(32) Lien Searches							
				$2,750.00	$2,400.00		

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

7525 Buccaneer Ave	Noise	Citation	10/1/2022	$250.00			
7509 Mutiny Ave	Landscape/Trash	Citation	10/1/2022	$200.00			
7600 Beach View Drive	Landscape/Trash	Citation	10/1/2022	$200.00			
7500 W Treasure Drive	Landscape	Warning	10/1/2022				
7508 W Treasure Drive	Construction Site Maint.	Citation	10/3/2022		$250.00		
7508 W Treasure Drive	Noise	Citation	10/3/2022		$250.00		
7910 West Drive	Bulk Trash	Warning	10/3/2022				
7509 Mutiny Ave	Landscape	Citation	10/4/2022		$200.00		
7430 Beach View Drive	WWP	Citation	10/4/2022	$250.00			
7500 Center Bay Drive	Construction Site Maint.	Warning	10/4/2022				
7430 Beach View Drive	WWP	Citation	10/5/2022		$250.00		
7937 West Drive	Bulk Trash	Warning	10/5/2022				
7500 Center Bay Drive	Construction Site Maint.	Citation	10/5/2022	$250.00			
7939 West Drive	Trash	Warning	10/6/2022				
1356 Bay Terrace	WWP	Citation	10/6/2022	$250.00			
1356 Bay Terrace	WWP	Citation	10/6/2022	$250.00			
7531 Center Bay Drive	Noise	Citation	10/7/2022	$250.00			
7938 West Drive	Trash	Warning	10/7/2022				
7926 East Drive	Bulk Trash	Warning	10/10/2022				
1321 Bay Terrace	Bulk Trash	Warning	10/12/2022				
7513 Bounty Ave	Noise	Citation	10/12/2022	$250.00			
7513 Bounty Ave	WWP	Citation	10/12 2022	$250.00			
7910 West Drive	Bulk Trash	Warning	10/12/2022				
7531 Center Bay Drive	Noise	Citation	10/14/2022		$250.00		
1900 S Treasure Drive	Minimum Housing	Warning	10/14/2022				
Treasure Island	Prohibited Sign	Removed	10/14/2022				
7548 W Treasure Drive	Construction Site Maint.	Citation	10/15/2022	$250.00			
7508 W Treasure Drive	Special Magistrate	Order	10/17/2022		$3,000.00		
7922 East Drive	Vacant Lot Fee	Warning	10/17/2022		$250.00		
1820 S Treasure Drive	WWP	Citation	10/18/2022	$250.00			
7941 West Drive #301	Special Magistrate	Order	10/18/2022		$800.00		
1780 Kennedy Cswy	WWP	Citation	10/18/2022	$250.00			
7401 Miami View Drive	Landscape	Warning	10/18/2022				
23-3209-001-0013	Vacant Lot Fee	Warning	10/19/2022		$250.00		
7500 Miami View Drive	Landscape	Warning	10/19/2022				
7500 Coquina Drive	WWP/Painting	Warning	10/19/2022				
7920 East Drive	Bulk Trash	Warning	10/20/2022				
7920 East Drive	Minimum Housing	Citation	10/20/2022	$250.00			
7500 Center Bay Drive	Construction Site Maint.	Citation	10/20/2022		$250.00		
7548 W Treasure Drive	Construction Site Maint.	Warning	10/22/2022				
7500 Center Bay Drive	Trash Cans	Warning	10/22/2022				
7531 Center Bay Drive	Trash Cans	Warning	10/22/2022				
7934 West Drive #1105	Operating/Advertising	Warning	10/22/2022				
7904 West Drive #303	Operating/Advertising	Warning	10/22/2022				
7441 Coquina Drive	Noise	Citation	10/22/2022	$250.00			
Treasure Island	Prohibited Sign	Removed	10/24/2022				

Treasure Island	Prohibited Sign	Removed	10/24/2022				
7548 W Treasure Drive	Various	Warning	10/24/2022				
1555 Kennedy Cswy	Vacant Lot Fee	Warning	10/24/2022		$250.00		
23-3209-000-0020	Vacant Lot Fee	Warning	10/24/2022		$250.00		
7600 Beach View Drive	Landscape	Citation	10/24/2022		$200.00		
1701 N Treasure Drive #2	Landscape	Warning	10/25/2022				
7530 Beach View Drive	Bulk Trash	Warning	10/26/2022				
Treasure Island	Prohibited Sign	Removed	10/27/2022				
7500 Center Bay Drive	ROW Violation	Warning	10/27/2022				
1670 S Treasure Drive	Noise	Citation	10/27/2022		$250.00		
7421 Miami View Drive	WWP	Citation	10/27/2022	$250.00			
1800 Kennedy Cswy	WWP	Citation	10/28/2022	$250.00			
1790 Kennedy Cswy	WWP	Citation	10/28/2022	$250.00			
1780 Kennedy Cswy	WWP	Citation	10/28/2022	$250.00			
1770 Kennedy Cswy	WWP	Citation	10/28/2022	$250.00			
8000 West Drive	Parking Violations	Warning	10/28/2022				
1780 Kennedy Cswy #311	WWP	Citation	10/28/2022	$250.00			
1820 S Treasure Drive	WWP	Citation	10/28/2022		$250.00		
1780 Kennedy Cswy #311	WWP	Citation	10/28/2022		$250.00		
(23) Lien Searches							
				$5,400.00	$7,200.00		

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

1365 Bay Terrace	Trash Cans	Warning	11/8/2022				
7721 Miami View Drive	Bulk Trash	Warning	11/8/2022				
1665 Kennedy Cswy	Graffiti	Warning	11/10/2022				
7631 Miami View Drive	Trash Cans	Warning	11/9/2022				
7931 East Drive	Property Maintenance	Warning	11/10/2022				
1865 Kennedy Cswy #3A	Special Magistrate	Order	11/15/2022		$1,500.00		
1401 Kennedy Cswy	Graffiti	Warning	11/15/2022				
1624 Kennedy Cswy	WWP	Citation	11/17/2022	$250.00			
7525 E Treasure Drive	Minimum Housing	Citation	11/17/2022		$250.00		
7920 East Drive	Minimum Housing	Citation	11/17/2022	$250.00			
7910 West Drive	Special Magistrate	Order	11/18/2022		$1,900.00		
1690 S Treasure Drive	Special Magistrate	Order	11/18/2022		$2,900.00		
Treasure Island	Prohibited Sign	Removed	11/21/2022				
7504 Adventure Ave	Bulk Trash	Warning	11/21/2022				
7918 West Drive	Blocking ROW	Warning	11/21/2022				
1455 N Treasure Drive	Minimum Housing	Warning	11/21/2022				
7918 West Drive	Noise	Citation	11/21/2022		$250.00		
1624 Kennedy Cswy	WWP	Citation	11/21/2022		$250.00		
1630 S Treasure Drive	Vacant Lot Fee	Warning	11/23/2022				
7524 W Treasure Drive	Vacant Lot Fee	Warning	11/23/2022				
1725 Kennedy Cswy	Vacant Lot Fee	Warning	11/23/2022				
23-3209-001-0270	Vacant Lot Fee	Warning	11/23/2022				
23-3209-001-0250	Vacant Lot Fee	Warning	11/23/2022				
7940 West Drive	Vacant Lot Fee	Warning	11/23/2022				
7938 West Drive	Vacant Lot Fee	Warning	11/23/2022				
7548 W Treasure Drive	Construction Site Maint.	Warning	11/24/2022				
1700 Kennedy Cswy #110	Prohibited Sign	Warning	11/22/2022				
7918 West Drive	Construction Site Maint.	Citation	11/27/2022	$500.00			
1790 S Treasure Drive #4A	WWP	Citation	11/28/2022	$250.00			
7904 West Drive	Minimum Housing	Warning	11/28/2022				
1555 Kennedy Cswy	Landscape	Warning	11/29/2022				
1725 Kennedy Cswy	Various	Warning	11/29/2022				
7904 West Drive	Noise	Warning	11/30/2022				
7524 W Treasure Drive	Vacant Lot Fee	Warning	11/29/2022		$250.00		
(31) Lien Searches							
				$2,450.00	$9,050.00		

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

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

				$2,500.00	$9,000.00		
	Code	**Statistics**	**Jan-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1550 Kennedy Cswy	Bulk Trash	Warning	1/3/2023				
7549 Bounty Ave	Landscape	Citation	1/3/2023		$1,000.00		
7631 Miami View Drive	Construction Site Maint.	Warning	1/3/2023				
Harbor Island	Derelict Vehicle	Warning	1/4/2023				
7925 East Drive	Property Maintenance	Warning	1/4/2023				
1872 Kennedy Cswy	Construction Mesh	Warning	1/4/2023				
7548 W Treasure Drive	Construction Mesh	Warning	1/4/2023				
7531 Miami View Drive	Bulk Trash	Warning	1/4/2023				
7631 Miami View Drive	Construction Mesh	Warning	1/4/2023				
7801 Center Bay Drive	Construction Mesh	Warning	1/4/2023				
7711 Center Bay Drive	Bulk Trash	Warning	1/4/2023				
1790 S Treasure Drive #4A	WWP	Citation	1/4/2023		$250.00		
7400 Beach View Drive	Bulk Trash	Warning	1/5/2023				
7711 Miami View Drive	WWP	Citation	1/5/2023		$250.00		
1440 Kennedy Cswy	Prohibited sign	Warning	1/5/2023				
1666 Kennedy Cswy	Prohibited sign	Warning	1/5/2023				
7631 Miami View Drive	Landscape	Citation	1/5/2023	$200.00			
7513 Mutiny Ave	Noise	Warning	1/7/2023				
7529 Mutiny Ave	Noise	Citation	1/7/2023	$250.00			
Treasure Island	Prohibited Sign	Removed	1/9/2023				
7620 Beach View Drive	Bulk Trash	Warning	1/11/2023				
7800 Hispanola Ave	Bulk Trash	Warning	1/12/2023				
7610 Center Bay Drive	Landscape	Warning	1/14/2023				
7610 Center Bay Drive	Landscape	Warning	1/14/2023				
1780 Kennedy Cswy	Minimum Housing	Warning	1/14/2023				
7920 East Drive	Minimum Housing	Warning	1/15/2023				
7500 Beach View Drive	Noise	Warning	1/16/2023				
7410 Coquina Drive	Noise	Warning	1/16/2023				
23-3209-001-0013	Noise	Warning	1/16/2023				
23-3209-014-0190	Trash	Warning	1/16/2023				
7525 E Treasure Drive	Bulk Trash	Warning	1/16/2023				
1600 Kennedy Cswy	Graffiti	Warning	1/17/2023				
1600 Kennedy Cswy	Trash	Removed	1/17/2023				
7929 West Drive	Bulk Trash	Warning	1/17/2023				
7601 Coquina Drive	Bulk Trash	Warning	1/17/2023				
1666 Kennedy Cswy	Property Maintenance	Warning	1/19/2023				
7721 Coquina Drive	Landscape	Warning	1/20/2023				
Treasure Island	Derelict Vehicle	Warning	1/23/2023				
7925 East Drive	Blocking ROW	Removed	1/24/2023				
1450 S Treasure Drive	Noise	Warning	1/24/2023				
7904 West Drive #601	WWP	Citation	1/25/2023	$250.00			

7904 West Drive #1016	WWP	Citation	1/25/2023	$250.00			
1750 S Treasure Drive	Noise	Citation	1/26/2023		$500.00		
8000 West Drive	BTR	Warning	1/26/2023				
23-3209-001-0270	Vacant Lot Fee	Warning	1/27/2023		$250.00		
23-3209-001-0250	Vacant Lot Fee	Warning	1/27/2023		$250.00		
8000 West Drive #807	Noise	Citation	1/27/2023		$250.00		
7610 Center Bay Drive	WWP	Citation	1/28/2023	$250.00			
7531 Beach View Drive	Noise	Citation	1/28/2023	$250.00			
7517 Bounty Ave	Noise	Warning	1/28/2023				
7901 Hispanola Ave	Trash	Citation	1/30/2023	$200.00			
1400 Kennedy Cswy	Prohibited Sign	Removed	1/30/2023				
1601 Kennedy Cswy	Property Maintenance	Warning	1/30/2023				
7909-7911 East Drive	Special Magistrate	Order	1/30/2023		$2,000.00		
7610 Center Bay Drive	WWP	Citation	1/30/2023		$250.00		
(23) Lien Searches							
				$1,650.00	$5,000.00		
	Code	**Statistics**	**Feb-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1830 S Treasure Drive	Bulk Trash	Warning	2/1/2023				
7529 Mutiny Ave	Blocking ROW	Warning	2/1/2023				
1865 Kennedy Cswy	Trash	Citation	2/1/2023	$200.00			
7545 Cutlass Ave	Bulk Trash	Warning	2/1/2023				
7904 West Drive #1016	WWP	Citation	2/1/2023		$250.00		
1700 N Treasure Drive	Special Magistrate	Order	2/1/2023		$1,500.00		
7904 West Drive	Construction Site Maint.	Warning	2/2/2023				
1356 Bay Terrace	Construction Site Maint.	Warning	2/2/2023				
7556 W Treasure Drive	Noise	Citation	2/6/2023	$250.00		Yes	1
7945 East Drive #106	Minimum Housing	Warning	2/7/2023				
7945 East Drive #207	Minimum Housing	Warning	2/7/2023				
7801 Center Bay Drive	Trash	Warning	2/7/2023				
7548 W Treasure Drive	Construction Site Maint.	Citation	2/9/2023		$250.00		
7548 W Treasure Drive	Construction Site Maint.	Citation	2/9/2023		$500.00		
1865 Kennedy Cswy	Trash	Citation	2/9/2023		$200.00		
7631 Miami View Drive	Landscape	Citation	2/10/2023		$200.00		
1601- 47 N Treasure Drive	WWP	Citation	2/10/2023		$250.00		
7510 Coquina Drive	Trash Cans	Warning	2/11/2023				
7530 Miami View Drive	Trash Cans	Warning	2/11/2023				
7631 Miami View Drive	Bulk Trash	Warning	2/11/2023				
7441 Coquina Drive	Noise	Citation	2/13/2023		$250.00		
7601 Coquina Drive	Bulk Trash	Warning	2/14/2023				
8000 West Drive	Noise	Citation	2/14/2023		$250.00		
1735 N Treasure Drive	Graffiti	Warning	2/15/2023				
7529 Mutiny Ave	Construction Site Maint.	Warning	2/15/2023				

7920 East Drive	Minimum Housing	Warning	2/15/2023				
7556 W Treasure Drive	Noise	Citation	2/15/2023		$250.00		
7510 Coquina Drive	Bulk Trash	Warning	2/16/2023				
7600 Beach View Drive	WWP	Citation	2/16/2023		$250.00		
7421 Miami View Drive	WWP	Citation	2/17/2023		$250.00		
7501 E Treasure Drive	Noise	Citation	2/18/2023	$250.00			
1580 S Treasure Drive	Noise	Citation	2/18/2023	$250.00		Yes	1
1801 S Treasure Drive	Noise	Warning	2/20/2023				
7529 Mutiny Ave	Noise	Warning	2/20/2023				
7910 West Drive #104	WWP	Citation	2/20/2023	$250.00			
8000 West Drive	Trash	Warning	2/20/2023				
7509 Adventure Ave	Bulk Trash	Warning	2/21/2023				
7922 East Drive	Prohibited Sign	Warning	2/21/2023				
7533 Adventure Ave	WWP	Citation	2/21/2023		$250.00		
1580 S Treasure Drive	Noise	Citation	2/21/2023		$250.00		
7904 West Drive #517	WWP	Citation	2/21/2023		$250.00		
1666 Kennedy Cswy #607	BTR	Warning	2/22/2023				
1666 Kennedy Cswy #200	BTR	Warning	2/22/2023				
1666 Kennedy Cswy #412	BTR	Warning	2/22/2023				
1666 Kennedy Cswy #600	BTR	Warning	2/22/2023				
1666 Kennedy Cswy #208	BTR	Warning	2/22/2023				
7601 E Treasure Dr #CU9	BTR	Warning	2/22/2023				
7601 E Treasure Dr #CU6	BTR	Warning	2/22/2023				
7505 Bounty Ave	Special Magistrate	Order	2/22/2023		$1,100.00		
7505 Bounty Ave	Special Magistrate	Order	2/22/2023		$1,125.00		
1666 Kennedy Cswy #409	BTR	Waq	2/22/2023				
7601 E Treasure Dr #21B	BTR	Warning	2/23/2023				
7529 Mutiny Ave	WWP	Citation	2/23/2023		$250.00		
7529 Mutiny Ave	Noise	Citation	2/23/2023		$250.00		
Treasure Island	(7) Prohibited Signs	Removed	2/25/2023				
1440 S Treasure Drive	Open/Unsecured	Warning	2/28/2023				
Treasure Island	Derelict Vehicle	Warning	2/28/2023				
(12) Lien Searches							
				$1,200.00	$7,875.00		
	Code	**Statistics**	**Mar-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1681 Kennedy Cswy	Bulk Trash	Warning	3/2/2023				
7928 West Drive #510	Operating/Advertising	Warning	3/2/2023				
1601-1647 N Treasure Dr	Special Magistrate	Order	3/3/2023		$4,000.00		
7901 Hispanola Ave	Trash	Citation	3/3/2023		$200.00		
7533 Mutiny Ave	Noise	Warning	3/4/2023				
7549 Bounty Ave	WWP	Citation	3/4/2023	$250.00			
7600 Miami View Drive	Noise	Warning	3/4/2023				

7431 Coquina Drive	WWP	Citation	3/4/2023	$250.00			
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
1666 Kennedy Cswy #400	BTR	Warning	3/7/2023				
1681 Kennedy Cswy	BTR	Warning	3/7/2023				
7525 E Treasure Drive	BTR	Warning	3/7/2023				
7549 Bounty Ave	WWP	Citation	3/7/2023		$250.00		
7545 E Treasure Drive #8A	WWP	Citation	3/8/2023	$250.00			
7931 East Drive	Trash	Citation	3/9/2023	$200.00			
1624 Kennedy Cswy	WWP	Citation	3/8/2023				
7910 West Drive #104	WWP	Citation	3/10/2023		$250.00		
7510 Coquina Drive	Parking Standards	Warning	3/11/2023				
7800 Beach View Drive	Parking Standards	Warning	3/11/2023				
8000 West Drive	Trash	Warning	3/14/2023				
7545 E Treasure Drive	Trash	Warning	3/14/2023				
7601 E Treasure Drive	Trash	Warning	3/14/2023				
1755 Kennedy Causeway	Property Maintenance	Warning	3/14/2023				
7920 East Drive	Bulk Trash	Warning	3/14/2023				
7529 Mutiny Ave	Blocking ROW	Warning	3/15/2023				
7925 West Drive	Trash	Warning	3/15/2023				
7509 Mutiny Ave	Noise	Warning	3/15/2023	$250.00			
7601 E Treasure Drive	Illicit Discharge	Warning	3/15/2023	$250.00			
1800 S Treasure Drive	Operating/Advertising	Warning	3/16/2023				
7601 E Treasure Dr #101	BTR	Warning	3/16/2023				
7545 E Treasure Dr #8A	WWP	Citation	3/16/2023		$250.00		
1624 Kennedy Cswy	WWP	Citation	3/16/2023		$250.00		
7601 E Treasure Dr #CU3	BTR	Warning	3/16/2023				
7533 Adventure Ave	Special Magistrate	Order	3/16/2023		$2,500.00		
7601 E Treasure Dr #CU14	BTR	Warning	3/16/2023				
7601 E Treasure Dr #CU19	BTR	Warning	3/16/2023				
7509 Mutiny Ave	Noise	Citation	3/18/2023	$500.00			
7940 West Drive	Noise	Citation	3/18/2023	$250.00			
7421 Center Bay Drive	WWP	Citation	3/18/2023	$250.00			
1624 Kennedy Causeway	Noise	Citation	3/18/2023	$250.00			
1321 Bay Terrace	Bulk Trash	Warning	3/20/2023				
7509 Mutiny Ave	Noise	Warning	3/20/2023				
1480 S Treasure Drive	Noise	Warning	3/20/2023				
7545 W Treasure Drive	Noise	Citation	3/20/2023		$250.00		
7509 Mutiny Ave	Noise	Citation	3/20/2023		$500.00		
1624 Kennedy Causeway	Noise	Citation	3/20/2023		$250.00		

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

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7510 Beach View Drive	Noise	Warning	4/1/2023				
7541 Mutiny Ave	WWP	Citation	4/1/2023	$250.00			
7537 Mutiny Ave	Noise	Citation	4/1/2023	$250.00			
1345 Kennedy Cswy	Graffiti	Warning	4/3/2023				
7910 Harbor Island Dr #1103	WWP	Citation	4/4/2023		$250.00		
7700 Center Bay Drive	Landscape	Warning	4/4/2023				
7929 West Drive	Bulk Trash	Warning	4/4/2023				
8000 West Drive	Noise	Warning	4/4/2023				
7548 Adventure Ave	Trash	Warning	4/5/2023				

1601 Kennedy Cswy	Derelict Vehicle	Warning	4/5/2023				
Harbor Island	Prohibited Sign	Removed	4/5/2023				
Treasure Island	Prohibited Sign	Removed	4/5/2023				
8000 West Drive	Noise	Citation	4/6/2023	$250.00			
7601 E Treasure Drive	Illicit Discharge	Citation	4/7/2023		$250.00		
7541 Mutiny Ave	Noise	Citation	4/7/2023		$250.00		
7553 W Treasure Drive	Landscape	Citation	4/8/2023	$200.00			
7501 E Treasure Drive	Noise	Citation	4/12/2023		$250.00		
1800 Kennedy Cswy	Building Certification	Warning	4/14/2023				
1820 S Treasure Drive	Building Certification	Warning	4/14/2023				
1850 S Treasure Drive	Building Certification	Warning	4/14/2023				
1790 Kennedy Cswy	Building Certification	Warning	4/14/2023				
1780 Kennedy Cswy	Building Certification	Warning	4/14/2023				
1770 Kennedy Cswy	Building Certification	Warning	4/14/2023				
1601-1647 N Treasure Drive	Building Certification	Warning	4/14/2023				
1819-1855 Kennedy Cswy	Building Certification	Warning	4/14/2023				
7946 West Drive	Building Certification	Warning	4/14/2023				
7511 Coquina Drive	Noise	Citation	4/14/2023		$250.00		
1820 S Treasure Drive	Special Magistrate	Order	4/14/2023		$1,800.00		
1600 Kennedy Cswy	Property Maintenance	Warning	4/17/2023				
7548 W Treasure Drive	Construction Site Maint.	Warning	4/17/2023				
7945 East Treasure Dr #207	WWP	Citation	4/19/2023		$250.00		
1620 N Treasure Drive	WWP	Citation	4/19/2023		$250.00		
7946 East Drive	Unsafe Structure	Unsafe	4/20/2023				
Treasure Island	Prohibited Sign	Removed	4/24/2023				
Treasure Island	Prohibited Sign	Removed	4/24/2023				
7921 East Drive	Bulk Trash	Warning	4/24/2023				
7946 East Drive	Unsafe Structure	Warning	4/25/2023				
1356 Bay Terrace	Landscape	Warning	4/26/2023				
7810 Coquina Drive	Bulk Trash	Warning	4/27/2023				
7501 Adventure Ave	Landscape	Warning	4/27/2023				
7510 Coquina Drive	Bulk Trash	Warning	4/27/2023				
(13) Lien Searches							
				$950.00	$3,550.00		

	Code	**Statistics**	**May-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7553 Bounty Ave	Construction Site Maint.	Warning	5/1/2023				
7501 Adventure Ave	Landscape	Warning	5/1/2023				
7500 E Treasure Drive	Noise	Citation	5/1/2023	$250.00			
1700 Kennedy Cswy #136	Noise	Warning	5/2/2023				
7913 West Drive	Construction Site Maint.	Warning	5/3/2023				
1801 S Treasure Dr #526	WWP	Citation	5/4/2023	$250.00			
7711 Beach view Drive	Construction Site Maint.	Warning	5/4/2023				

7509 Mutiny Ave	Noise	Citation	5/4/2023		$250.00		
7537 Mutiny Ave	Noise	Citation	5/4/2023		$250.00		
7500 E Treasure Drive	Noise	Citation	5/4/2023		$250.00		
1570 S Treasure Drive	WWP	Citation	5/8/2023		$250.00		
7510 Beach View Drive	Property Maintenance	Warning	5/8/2023				
7441 Center Bay Drive	Bulk Trash	Warning	5/8/2023				
1755 Kennedy Cswy	Trash	Warning	5/8/2023				
1570 S Treasure Drive	Noise	Citation	5/8/2023		$100.00		
1356 Bay Terrace	Fence	Warning	5/10/2023				
7731 Coquina Drive	WWP	Citation	5/11/2023	$250.00			
1880 S Treasure Drive	WWP	Citation	5/11/2023	$250.00			
Treasure Island	Prohibited Sign	Removed	5/11/2023				
7927 East Drive	Trash	Warning	5/15/2023				
7927 East Drive	Trash	Citation	5/16/2023		$200.00		
7620 Coquina Drive	Construction Site Maint.	Warning	5/16/2023				
7401 Miami View Drive	Landscape	Warning	5/16/2023				
Treasure Island	Prohibited Sign	Removed	5/16/2023				
7700 Center Bay Drive	Landscape	Warning	5/16/2023				
7440 Miami View Drive	Bulk Trash	Warning	5/16/2023				
7525 E Treasure Dr #912	Operating/Advertising	Warning	5/16/2023				
7920 East Drive	Bulk Trash	Warning	5/16/2023				
7421 Center Bay Drive	Noise	Citation	5/17/2023		$250.00		
1480 S Treasure Drive	Bulk Trash	Warning	5/17/2023				
7904 West Drive #516	WWP	Citation	5/17/2023	$250.00			
1872 Kennedy Cswy	Graffiti	Warning	5/18/2023				
1872 Kennedy Cswy	Trash/Bulk Trash	Warning	5/18/2023				
7918 West Drive	Noise	Citation	5/19/2023		$500.00		
7621 Coquina Drive	Noise	Citation	5/20/2023	$250.00			
7904 West Drive #104	WWP	Citation	5/22/2023	$250.00			
1620 N Treasure Drive	Landscape	Warning	5/23/2023				
7513 Bounty Ave	WWP	Citation	5/25/2023		$250.00		
1801 S Treasure Dr #526	WWP	Citation	5/25/2023		$250.00		
1624 Kennedy Cswy	Bulk Trash	Warning	5/25/2023				
7401 Center Bay Drive	Blocking ROW	Warning	5/25/2023				
7904 West Drive #515	Operating/Advertising	Citation	5/25/2023	$250.00			
7904 West Drive #515	BTR	Citation	5/25/2023	$100.00			
7601 E Treasure Drive	Illicit Discharge	Citation	5/26/2023	$250.00			
7601 E Treasure Drive	Trash	Citation	5/26/2023	$200.00			
7504 W Treasure Drive	Bulk Trash	Warning	5/26/2023				
1455 N Treasure Dr #7B	Noise	Citation	5/28/2023	$250.00			
7401 Miami View Drive	Landscape	Citation	5/30/2023	$200.00			
1872 Kennedy Cswy	Landscape	Citation	5/30/2023	$200.00			
1872 Kennedy Cswy	Trash	Citation	5/30/2023	$200.00			
1820 S Treasure Drive	Special Magistrate	Order	5/30/2023		$1,600.00		
7510 Beach View Drive	Minimum Housing	Citation	5/31/2023	$250.00			
7501 E Treasure Drive	Trash	Warning	5/31/2023				

(31) Lien Searches							
				$3,650.00	$4,150.00		
	Code	**Statistics**	**Jun-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1356 Bay Terrace	Fence	Warning	6/1/2023				
7904 West Drive #515	WWP	Citation	6/1/2023		$250.00		
7904 West Drive #515	BTR	Citation	6/1/2023		$100.00		
1666 Kennedy Cswy	Noise	Warning	6/3/2023				
7545 Hispanola Ave	Noise	Citation	6/3/2023	$250.00			
8020 East Drive #214	Bulk Trash	Warning	6/3/2023				
7553 Bounty Ave	WWP	Citation	6/5/2023	$250.00			
7928 West Drive #510	Operating/Advertising	Citation	6/5/2023	$250.00			
7928 West Drive #510	BTR	Citation	6/5/2023	$100.00			
Treausre Island	Prohibited Sign	Removed	6/6/2023				
7556 Bounty Ave	Bulk Trash	Warning	6/6/2023				
8000 West Drive	Noise	Citation	6/7/2023		$250.00		
8000 West Drive	Noise	Citation	6/7/2023		$250.00		
7904 West Drive #809	WWP	Citation	6/7/2023	$250.00			
7904 West Drive #515	WWP	Citation	6/7/2023	$250.00			
7904 Wesy Drive #809	WWP	Citation	6/7/2023		$250.00		
7501 E Treasure Dr #10N	WWP	Citation	6/8/2023	$250.00			
7601 E Treasure Dr CU25	Illicit Discharge	Citation	6/8/2023		$250.00		
7601 E Treasure Drive	Trash	Citation	6/8/2023		$200.00		
7925/7927 East Drive	Landscape/Trash	Warning	6/10/2023				
7509 Mutiny Ave	Noise	Citation	6/10/2023	$250.00			
7920 East Drive	Property Maintenance	Warning	6/12/2023				
7516 W Treasure Drive	Fence Maintenance	Warning	6/12/2023				
7501 E Treasure Dr #10N	WWP	Citation	6/12/2023		$250.00		
7531 Center Bay Drive	Bulk Trash	Warning	6/13/2023				
7904 West Drive	Trash	Warning	6/13/2023				
7934 West Drive	Trash	Warning	6/13/2023				
Treasure Island	Prohibited Sign	Removed	6/13/2023				
7532 Hispanola Ave	Illicit Discharge	Warning	6/14/2023				
7920 East Drive	Illicit Discharge	Warning	6/14/2023				
1872 Kennedy Causeway	Landscape	Citation	6/16/2023		$200.00		
1872 Kennedy Causeway	Trash	Citation	6/16/2023		$200.00		
7904 West Drive #516	WWP	Citation	6/20/2023		$250.00		
7904 West Drive #903	WWP	Citation	6/22/2023	$250.00			
7553 W Treasure Drive	Landscape	Citation	6/22/2023		$200.00		
7536 Mutiny Ave	WWP	Citation	6/22/2023	$250.00			
1540 S Treasure Drive	Operating/Advertising	Warning	6/23/2023				
7553 W Treasure Drive	WWP	Citation	6/23/2023	$250.00			
1440 S Treasure Drive	Noise	Warning	6/24/2023				
7500 Beach View Drive	Bulk Trash	Warning	6/24/2023				

7509 Mutiny Ave	Noise	Citation	6/26/2023		$500.00		
7410 Beach View Drive	Stagnant Water	Warning	6/26/2023				
7509 Mutiny Ave	Noise	Citation	6/26/2023		$500.00		
7801 Center Bay Drive	Construction Site Maint.	Warning	6/26/2023				
1356 Bay Terrace	Landscape / Fence	Warning	6/26/2023				
7421 Miami View Drive	WWP	Citation	6/28/2023		$250.00		
1508 Kennedy Causeway	WWP	Citation	6/28/2023	$250.00			
7921 East Drive	Bulk Trash	Warning	6/29/2023				
7920 East Drive	Bulk Trash	Warning	6/29/2023				
7928 West Drive #510	Operating/Advertising	Citation	6/29/2023	$250.00			
7928 West Drive #510	BTR	Citation	6/29/2023	$100.00			
(45) Lien Searches							
				$3,200.00	$3,900.00		

	Code	**Statistics**	**Jul-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7532 Hispanola Ave	Landscape	Warning	7/1/2023				
1800 Kennedy Cswy #301A	Noise	Citation	7/1/2023	$250.00			
1800 Kennedy Cswy #301A	WWP	Citation	7/1/2023	$250.00			
7520 Coquina Drive	Noise	Warning	7/1/2023				
7536 Mutiny Ave	Noise	Warning	7/1/2023				
7537 Buccaneer Ave	Prohibited Signs	Warning	7/1/2023				
7544 Buccaneer Ave	Noise	Warning	7/1/2023				
Harbor Island	Prohibited Sign	Removed	7/3/2023				
1601 Kennedy Cswy	Graffiti	Warning	7/5/2023				
1400 Kennedy Cswy	Bulk Trash	Warning	7/5/2023				
1872 Kennedy Cswy	Trash	Warning	7/5/2023				
7544 Buccaneer Ave	WWP	Citation	7/5/2023	$250.00			
7400 Coquina Drive	Trash	Warning	7/5/2023				
7940 West Drive	Fence Maintenance	Citation	7/6/2023		$200.00		
7621 Coquina Drive	Noise	Citation	7/6/2023		$250.00		
7938 West Drive	Landscape	Citation	7/6/2023		$200.00		
7940 West Drive	Landscape	Citation	7/6/2023		$400.00		
1820 S Treasure Drive	WWP	Citation	7/10/2023	$250.00			
7500 Center Bay Drive	Construction Site Maint.	Warning	7/10/2023				
1356 Bay Terrace	Bulk Trash	Warning	7/10/2023				
7801 Beach View Drive	Bulk Trash	Warning	7/10/2023				
7545 Hispanola Ave	Noise	Citation	7/10/2023		$250.00		
7517 Bounty Ave	Special Magistrate	Order	7/11/2023		$1,400.00		
7500 Bounty Ave	Vessel Violation	Warning	7/11/2023				
Treasure Island	Derelict Vehicle	Warning	7/11/2023				
1800 S Treasure Drive	Bulk Trash	Warning	7/12/2023				
1790 Kennedy Cswy #B112	WWP	Citation	7/12/2023	$250.00			
1755 Kennedy Cswy	WWP	Citation	7/12/2023	$250.00			

7937 West Drive	WWP	Citation	7/13/2023	$250.00			
7927 East Drive	Landscape	Citation	7/13/2023	$200.00			
7915 East Drive	Blocking ROW	Warning	7/13/2023				
1790 Kennedy Cswy #B112	WWP	Citation	7/13/2023		$250.00		
7510 Coquina Drive	Noise	Citation	7/15/2023	$250.00		Yes	1
7525 Adventure Ave	Noise	Citation	7/15/2023	$250.00			
7731 Coquina Drive	WWP	Citation	7/14/2023		$250.00		
7904 West Drive #602	WWP	Citation	7/17/2023	$250.00			
7401 Miami View Drive	Landscape	Warning	7/17/2023				
7525 Adventure Ave	Noise	Citation	7/17/2023		$250.00		
1508 Kennedy Cswy	WWP	Citation	7/18/2023		$250.00		
7904 West Drive #515	WWP	Citation	7/19/2023		$250.00		
7801 Miami View Drive	WWP	Citation	7/20/2023	$250.00		Yes	1
7937 West Drive	WWP	Citation	7/20/2023		$250.00		
7410 Beach View Drive	Stagnant Water	Warning	7/20/2023				
1872 Kennedy Cswy	WWP	Citation	7/20/2023	$250.00			
1657 N Treasure Drive	WWP	Citation	7/22/2023	$250.00			
Harbor Island	Prohibited Signs	Removed	7/22/2023				
1440 S Treasure Drive	Noise	Citation	7/22/2023	$250.00			
7536 Adventure Ave	Noise	Citation	7/24/2023	$250.00		Yes	1
1657 N Treasure Drive	WWP	Citation	7/24/2023		$250.00		
Harbor Island	Derelict Vehicle	Warning	7/24/2023				
7536 Adventure Ave	Noise	Citation	7/24/2023		$250.00		
7601 E Treasure Dr #1816	Noise	Citation	7/25/2023		$250.00		
7525 E Treasure Drive	Bulk Trash	Warning	7/25/2023				
1872 Kennedy Cswy	Trash	Citation	7/26/2023		$200.00		
7544 Buccaneer Ave	WWP	Citation	7/26/2023		$250.00		
1872 Kennedy Cswy	WWP	Citation	7/26/2023		$250.00		
7601 E Treasure Dr PH215	Noise	Citation	7/27/2023		$250.00		
1780 Kennedy Cswy	Special Magistrate	Citation	7/28/2023		$1,700.00		
7918 West Drive	Noise	Citation	7/28/2023	$750.00			
1800 S Treasure Drive	Bulk Trash	Warning	7/31/2023				
(84) Lien Searches							
				$4,700.00	$7,600.00		
	Code	**Statistics**	**Aug-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1356 Bay Terrace	Bulk Trash	Warning	8/1/2023				
7525 E Treasure Drive	Bulk Trash	Warning	8/1/2023				
1755 79 Street Cswy	WWP	Citation	8/1/2023		$250.00		
7801 Miami View Drive	WWP	Citation	8/1/2023		$250.00		
7560 W Treasure Drive	WWP	Citation	8/2/2023	$250.00			
7560 W Treasure Drive	Trash	Warning	8/2/2023				
1357 Bay Terrace	WWP	Warning	8/2/2023				

7731 Coquina Drive	Noise	Warning	8/3/2023				
7830 Miami View Drive	Noise	Citation	8/3/2023	$250.00			
7910 West Drive	Bulk Trash	Warning	8/3/2023				
Treasure Island	Handbills	Warning	8/3/2023				
7525 E Treasure Drive	Bulk Trash	Warning	8/3/2023				
1790 S Treasure Drive	Prohibited Sign	Warning	8/3/2023				
7501 Center Bay Drive	Bulk Trash	Warning	8/3/2023				
7410 Beach View Drive	Landscaping	Warning	8/4/2023				
1470 S Treasure Drive	WWP	Citation	8/4/2023				
7525 Hispanola Ave	Noise	Warning	8/5/2023				
7420 Beach View Drive	WWP	Citation	8/5/2023	$250.00			
7904 West Drive #903	WWP	Citation	8/7/2023		$250.00		
1872 Kennedy Cswy	Construction Site Maint.	Warning	8/8/2023				
Treasure Island	Prohibited Sign	Removed	8/8/2023				
7525 E Treasure Drive	Bulk Trash	Warning	8/8/2023				
7536 Mutiny Ave	Bulk Trash	Warning	8/8/2023				
1600 Kennedy Cswy	Trash	Warning	8/9/2023				
1872 Kennedy Cswy	Fence	Warning	8/10/2023				
1480 S Treasure Drive	Blocking ROW	Warning	8/11/2023				
7918 West Drive	Noise	Citation	8/11/2023		$750.00		
7529 Hispanola Ave	Noise	Warning	8/12/2023				
7700 Beach View Drive	Noise	Warning	8/12/2023				
7532 Hispanola Ave	WWP	Citation	8/18/2023	$250.00			
7600 Beach View Drive	Landscape	Warning	8/19/2023				
Treasure Island	Derelict Vehicle	Warning	8/21/2023				
7904 West Drive #609	Minimum Housing	Warning	8/21/2023				
7631 Miami View Drive	Construction Site Maint.	Warning	8/22/2023				
1550 Kennedy Cswy	Property Maintenance	Warning	8/22/2023				
7410 Beach View Drive	Pool Violation	Warning	8/22/2023				
7420 Beach View Drive	WWP	Citation	8/22/2023		$250.00		
Treasure Island	Prohibited Sign	Removed	8/23/2023				
7513 Bounty Ave	Special Magistrate	Order	8/23/2023		$250.00		
1865 Kennedy Cswy #9i	WWP	Citation	8/24/2023	$250.00			
1601 Kennedy Cswy	Open/Unsecured	Warning	8/24/2023				
7560 W Treasure Drive	WWP	Citation	8/24/2023		$250.00		
7510 Coquina Drive	Noise	Citation	8/24/2023		$250.00		
7700 Center Bay Drive	Construction Site Maint.	Warning	8/25/2023				
7548 W Treasure Drive	Construction Site Maint.	Warning	8/26/2023				
7600 Coquina Drive	Trash Cans	Warning	8/26/2023				
7510 Coquina Drive	Trash Cans	Warning	8/26/2023				
7530 Coquina Drive	Trash Cans	Warning	8/26/2023				
7601 Coquina Drive	Trash Cans	Warning	8/26/2023				
7711 Coquina Drive	Trash Cans	Warning	8/26/2023				
7731 Coquina Drive	Trash Cans	Warning	8/26/2023				
7721 Beach View Drive	Trash Cans	Warning	8/26/2023				
7801 Miami View Drive	Trash Cans	Warning	8/26/2023				

7536 Mutiny Ave	WWP	Citation	8/28/2023		$250.00		
1881 Kennedy Cswy #401	Noise	Citation	8/28/2023		$250.00		
Treasure Island	Prohibited Sign	Removed	8/29/2023				
7537 Adventure Ave	Trash/Bulk Trash	Warning	8/29/2023				
1880 S Treasure Dr #1K	Minimum Housing	Warning	8/29/2023				
7400 Center Bay Drive	Bulk Trash	Warning	8/29/2023				
7421 Miami View Drive	Bulk Trash	Warning	8/29/2023				
Treasure Island	Prohibited Sign	Removed	8/30/2023				
1701 N Treasure Drive	Property Maintenance	Warning	8/31/2023				
(39) Lien Searches							
				$1,250.00	$3,000.00		
	Code	**Statistics**	**Sep-23**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7711 Coquina Drive	Trash Cans	Citation	9/1/2023	$200.00			
7530 Coquina Drive	Trash Cans	Citation	9/3/2023	$200.00			
Treasure Island	Derelict/Dead Storage	Warning	9/5/2023				
7509 Mutiny Ave	Prohibited Sign	Warning	9/5/2023				
1356 Bay Terrace	Bulk Trash	Warning	9/7/2023				
7524 W Treasure Drive	Fence Mesh	Warning	9/7/2023				
7516 W Treasure Drive	Fence Mesh	Warning	9/7/2023				
1701 S Treasure Drive	Leaf Blower	Warning	9/7/2023				
7536 Mutiny Ave	Noise	Warning	9/7/2023				
7516 Bounty Ave	Landscape	Warning	9/7/2023				
7934 West Drive #1001	Noise	Citation	9/9/2023	$250.00			
Treasure Island	Prohibited Sign	Removed	9/11/2023				
Treasure Island	Prohibited Sign	Removed	9/11/2023				
1865 Kennedy Cswy	Trash	Citation	9/11/2023	$200.00			
8000 West Drive	Leaf Blower	Warning	9/11/2023				
8000 West Drive	Noise	Citation	9/11/2023	$250.00			
1470 S Treasure Drive	ROW Trash	Warning	9/12/2023				
7410 Beach View Drive	Pool Violation	Citation	9/12/2023				
7530 Coquina Drive	Bulk Trash	Warning	9/12/2023				
1865 Kennedy Cswy	Trash Violation	Citation	9/12/2023	$200.00			
7711 Coquina Drive	Trash Cans	Citation	9/14/2023		$200.00		
7700 Coquina Drive	Bulk Trash	Warning	9/18/2023				
1641 S Treasure Drive	Blockin ROW Hedges	Warning	9/18/2023				
7601 E Treasure Drive	Trash Violation	Citation	9/18/2023	$200.00			
7510 Beach View Drive	Landscape	Warning	9/18/2023				
7701 Miami View Drive	Noise	Warning	9/19/2023				
1805 Galleon Street	Bulk Trash	Warning	9/19/2023				
Treasure Island	Derelict/Dead Storage	Warning	9/20/2023				
1580 S Treasure Drive	Bulk Trash	Warning	9/20/2023				
7528 W Treasure Drive	Construction Site Maint.	Warning	9/20/2023				

7711 Beach View Drive	Noise	Warning	9/20/2023				
7800 Miami View Drive	Bulk Trash	Warning	9/21/2023				
1865 Kennedy Cswy	Trash Violation	Warning	9/22/2023				
1440 Kennedy Cswy #1406	BTR	Warning	9/22/2023				
7521 Beach View Drive	WWP	Warning	9/25/2023				
1624 Kennedy Cswy	Noise	Citation	9/26/2023		$250.00		
7934 West Drive	Knox Box	Warning	9/26/2023				
1830 S Treasure Drive	Knox Box	Warning	9/26/2023				
1865 Kennedy Cswy	Trash Violation	Citation	9/29/2023		$200.00		
7830 Miami View Drive	Special Magistrate	Order	9/29/2023		$325.00		
7420 Beach View Drive	Noise	Warning	9/30/2023				
(28) Lien Searches							
				$1,500.00	$975.00		

	Code	**Statistics**	**Oct-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1830 S Treasure Drive	Knox Box	Warning	10/2/2023				
7560 W Treasure Drive	Landscape	Warning	10/2/2023				
7801 Center Bay Drive	Construction Site Maint.	Warning	10/2/2023				
7420 Beach View Drive	Noise	Warning	10/2/2023				
1441 S Treasure Drive	Bulk Trash	Warning	10/3/2023				
7901 Hispanola Ave	Leaf Blower	Warning	10/3/2023				
1600 Kennedy Cswy	Shopping Carts	Warning	10/3/2023				
Treasure Island	Dead Storage	Warning	10/3/2023				
1701 Hispanola Ave	Hedges	Warning	10/3/2023				
7420 Beach View Drive	WWP	Warning	10/4/2023				
1770 Kennedy Cswy	Minimum Housing	Warning	10/9/2023				
7623 Beach View Drive	Noise	Warning	10/9/2023				
1681 Kennedy Cswy	WWP	Citation	10/9/2023	$250.00			
7601 E Treasure Drive	Trash	Citation	10/9/2023		$200.00		
7701 Beach View Drive	WWP	Citation	10/10/2023	$250.00		Yes	1
7401 Beach View Drive	Construction Site Maint.	Warning	10/10/2023				
1872 Kennedy Cswy	Noise	Warning	10/10/2023				
7621 Coquina Drive	Construction Site Maint.	Warning	10/11/2023				
1671 S Treasure Drive	Trash Cans	Warning	10/12/2023				
1471 S Treasure Drive	Landscape	Warning	10/13/2023				
7540 Hispanola Ave	Landscape	Warning	10/13/2023				
1670 S Treasure Drive	Landscape	Warning	10/13/2023				
1471 S Treasure Drive	Landscape	Warning	10/13/2023				
7540 Hispanola Ave	Landscape	Warning	10/13/2023				
1670 S Treasure Drive	Landscape	Warning	10/13/2023				
1440 S Treasure Drive	Noise	Citation	10/16/2023		$250.00		
1440 S Treasure Drive	WWP	Citation	10/16/2023		$250.00		
1440 S Treasure Drive	WWP	Citation	10/16/2023		$250.00		

1872 Kennedy Cswy	Landscape	Warning	10/16/2023				
7528 Mutiny Ave	Bulk Trash	Warning	10/16/2023				
7931 East Drive	Bulk Trash	Warning	10/16/2023				
7941 East Drive	Bulk Trash	Warning	10/16/2023				
1440 S Treasure Drive	WWP	Citation	10/16/2023		$250.00		
1440 S Treasure Drive	Special Magistrate	Order	10/16/2023		$3,100.00		
1681 Kennedy Cswy	WWP	Citation	10/18/2023		$250.00		
7525 Adventure Ave	Bulk Trash	Warning	10/19/2023				
7557 Mutiny Ave	Noise	Citation	10/21/2023	$250.00			
7536 Mutiny Ave	Bulk Trash	Warning	10/21/2023				
1865 Kennedy Cswy	Trash	Citation	10/23/2023	$200.00			
7557 Mutiny Ave	Noise	Citation	10/23/2023		$250.00		
7700 Center Bay Drive	Construction Site Maint.	Warning	10/24/2023				
7623 Beach View Drive	Noise	Citation	10/24/2023	$250.00			
1800/1790 Kennedy Cswy	Property Maintenance	Warning	10/24/2023				
7701 Beach View Drive	WWP	Citation	10/24/2023		$250.00		
8000 West Drive	Noise	Citation	10/25/2023		$250.00		
7525 Adventure Ave	Bulk Trash	Warning	10/26/2023				
1750 S Treasure Drive	Bulk Trash	Warning	10/26/2023				
7525 Adventure Ave	Bulk Trash	Citation	10/27/2023	$200.00			
7904 West Drive #602	WWP	Citation	10/27/2023		$250.00		
7504 W Treasure Drive	Noise	Citation	10/28/2023	$250.00		Yes	1
7504 W Treasure Drive	Noise	Citation	10/28/2023	$500.00		NO/SM	
1865 Kennedy Cswy	Trash Violation	Citation	10/30/2023		$200.00		
(16) Lien Searches							
				$2,150.00	$5,750.00		

	Code	**Statistics**	**Nov-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1872 Kennedy Cswy	Construction Site Maint	Warning	11/1/2023				
1700 Kennedy Cswy	Leaf Blowers	Warning	11/1/2023				
1815 Galleaon Street	Bulk Trash	Warning	11/1/2023				
1540 N Treasure Drive	Hedges	Warning	11/2/2023				
7516 W Treasure Drive	Open/Unsecure	Warning	11/4/2023				
7631 Miami View Drive	Noise	Warning	11/4/2023				
7520 W Treasure Drive	WWP	Citation	11/4/2023	$250.00			
7920 East Drive	Bulk Trash	Warning	11/7/2023				
7510 Coquina Drive	Leaf Blower	Warning	11/7/2023				
7544 Mutiny Ave	Fence	Warning	11/8/2023				
1666 Kennedy Cswy	Bulk Trash	Warning	11/8/2023				
7420 Beach View Drive	Noise	Warning	11/8/2023				
7801 Center Bay Drive	Landscape	Citation	11/9/2023	$200.00			
1670 S Treasure Drive	Landscape	Citation	11/9/2023	$200.00			
7420 Beach View Drive	Noise	Citation	11/9/2023	$250.00			

7420 Beach View Drive	Noise	Citation	11/9/2023	$500.00			
7516 W Treasure Drive	Landscape	Warning	11/9/2023				
1670 S Treasure Drive	Landscape/Trash	Citation	11/9/2023	$200.00			
1630 S Treasure Drive	Landscape	Warning	11/11/2023				
7525 Adventure Ave	Trash	Citation	11/13/2023		$200.00		
1630 S Treasure Drive	Vacant Lot Fee	Warning	11/13/2023				
7524 W Treasure Drive	Vacant Lot Fee	Warning	11/13/2023				
1725 Kennedy Cswy	Vacant Lot Fee	Warning	11/13/2023				
1801 S Treasure Drive	Bulk Trash	Warning	11/13/2023				
1555 Kennedy Cswy	Vacant Lot Fee	Warning	11/13/2023				
23-3209-000-0020	Vacant Lot Fee	Warning	11/13/2023				
7401 Beach View Drive	Vacant Lot Fee	Warning	11/13/2023				
23-3209-001-0270	Vacant Lot Fee	Warning	11/13/2023				
23-3209-001-0250	Vacant Lot Fee	Warning	11/13/2023				
7922 East Drive	Vacant Lot Fee	Warning	11/13/2023				
7938 West Drive	Vacant Lot Fee	Warning	11/13/2023				
7940 West Drive	Vacant Lot Fee	Warning	11/13/2023				
23-3209-001-0013	Vacant Lot Fee	Warning	11/13/2023				
23-3209-008-1200	Vacant Lot Fee	Warning	11/13/2023				
23-3209-008-1210	Vacant Lot Fee	Warning	11/13/2023				
1356 Bay Terrace	Vacant Lot Fee	Warning	11/13/2023				
7731 Miami View Drive	Vacant Lot Fee	Warning	11/13/2023				
7508 W Treasure Drive	Vacant Lot Fee	Warning	11/13/2023				
7516 W Treasure Drive	Vacant Lot Fee	Warning	11/13/2023				
1670 S Treasure Drive	Vacant Lot Fee	Warning	11/13/2023				
7820 Miami View Drive	WWP	Citation	11/14/2023	$250.00			
7801 Center Bay Drive	Landscape	Citation	11/14/2023	$200.00			
8010 East Drive #209	WWP	Citation	11/14/2023		$200.00		
8020 East Drive #218	WWP	Citation	11/14/2023		$700.00		
1801 S Treasure Dr #526	Special Magistrate	Order	11/14/2023		$425.00		
7945 East Drive #207	Special Magistrate	Order	11/14/2023		$1,000.00		
1600 Kennedy Cswy	Trash	Warning	11/15/2023				
7505 Adventure Ave	WWP	Citation	11/16/2023	$250.00			
7918 West Drive	Prohibited Sign	Warning	11/16/2023				
1666 Kennedy Cswy	Trash	Warning	11/16/2023				
7511 Center Bay Drive	Blocking ROW	Warning	11/16/2023				
7441 Coquina Drive	Fence Mesh	Warning	11/16/2023				
7548 W Treasure Drive	Fence	Warning	11/16/2023				
7524 W Treasure Drive	Fence	Warning	11/16/2023				
7516 W Treasure Drive	Fence Mesh	Warning	11/16/2023				
7524 W Treasure Drive	Vacant Lot Fee	Citation	11/17/2023		$250.00		
7920 East Drive	Landscape	Warning	11/17/2023				
7925 East Drive	Vacant Lot Fee	Citation	11/17/2023		$250.00		
7923 East Drive	Vacant Lot Fee	Citation	11/17/2023		$250.00		
7922 East Drive	Vacant Lot Fee	Citation	11/17/2023		$250.00		
1725 Kennedy Cswy	Vacant Lot Fee	Citation	11/20/2023		$250.00		
23-3209-008-1200	Vacant Lot Fee	Citation	11/20/2023		$250.00		

7600 Beach View Drive	Landscape	Warning	11/21/2023				
7701 Beach View Drive	Construction Site Maint	Warning	11/21/2023				
7711 Beach View Drive	Construction Site Maint	Warning	11/21/2023				
7820 Miami View Drive	WWP	Citation	11/21/2023		$250.00		
1356 Bay Terrace	Vacant Lot Fee	Warning	11/21/2023		$250.00		
7516 W Treasure Drive	Vacant Lot Fee	Warning	11/21/2023		$250.00		
7420 Beach View Drive	Noise	Citation	11/22/2023		$500.00		
7420 Beach View Drive	Noise	Citation	11/22/2023		$250.00		
7801 Center Bay Drive	Landscape	Citation	11/27/2023		$200.00		
7401 Beach View Drive	Vacant Lot Fee	Warning	11/28/2023		$250.00		
7938 West Drive	Vacant Lot Fee	Warning	11/28/2023		$250.00		
7940 West Drive	Vacant Lot Fee	Warning	11/28/2023		$250.00		
7701 Beach View Drive	Construction Site Maint.	Citation	11/27/2023	$250.00		yes	2
1872 Kennedy Cswy	Fence Mesh	Warning	11/28/2023				
1601 Kennedy Cswy	Open/Unsecure	Warning	11/28/2023				
7901 Hispanola Ave	Sign Maintenance	Warning	11/29/2023				
8000 West Drive	Bulk Trash	Warning	11/30/2023				
(20) Lien Searches							
				$2,550.00	$6,475.00		
	Code	**Statistics**	**Dec-23**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7537 Adventure Ave	Bulk Trash	Warning	12/1/2023				
7910 West Drive	WWP	Citation	12/2/2023	$250.00			
7600 Miami View Drive	Noise	Warning	12/2/2023				
7508 W Treasure Drive	Fence	Warning	12/4/2023				
1665 Kennedy Cswy	Commercial Vehicle	Warning	12/4/2023				
7508 W Treasure Drive	Vacant Lot Fee	Warning	12/5/2023		$250.00		
7601 Coquina Drive	Bulk Trash	Warning	12/6/2023				
7915 East Drive	Operating/Advertising	Warning	12/6/2023				
1800 Kennedy Cswy #111	WWP	Citation	12/6/2023	$250.00			
7904 West Drive #515	Operating/Advertising	Citation	12/7/2023	$500.00			
7904 West Drive #515	BTR	Citation	12/7/2023	$100.00			
1670 S Treasure Drive	Vacant Lot Fee	Warning	12/7/2023		$250.00		
23-3209-008-1210	Vacant Lot Fee	Warning	12/7/2023		$250.00		
7537 Buccaneer Ave	Bulk Trash	Warning	12/11/2023				
23-3209-001-0013	Vacant Lot Fee	Warning	12/11/2023		$250.00		
8000 East Drive	Bulk Trash	Warning	12/12/2023				
7520 W Treasure Drive	WWP	Citation	12/12/2023		$250.00		
1800 Kennedy Cswy #A111	WWP	Citation	12/12/2023		$250.00		
7801 Center Bay Drive	Open Unsecure	Warning	12/14/2023				
7801 Center Bay Drive	Pool Violation	Warning	12/14/2023				
1353 Bay Terrace	Operating/Advertising	Warning	12/18/2023				
7505 Adventure Ave	Operating/Advertising	Warning	12/18/2023				

1555 Kennedy Cswy	Vacant Lot Fee	Warning	12/18/2023		$250.00		
23-3209-000-0020	Vacant Lot Fee	Warning	12/18/2023		$250.00		
7800 Beach View Drive	Bulk Trash	Warning	12/19/2023				
7700 Center Bay Drive	Construction Site Maint.	Warning	12/19/2023				
7516 W Treasure Drive	Construction Site Maint.	Warning	12/19/2023				
1500 S Treasure Drive	Bulk Trash	Warning	12/19/2023				
7530 Coquina Drive	WWP	Citation	12/21/2023	$250.00			
7911 East Drive	Minimum Housing	Warning	12/21/2023				
7601 E Treasure Drive	WWP	Citation	12/26/2023	$250.00			
1460 S Treasure Drive	WWP	Citation	12/26/2023	$250.00			
7910 West Drive	WWP	Citation	12/27/2023		$250.00		
7904 West Drive	Trash Violation	Warning	12/28/2023				
7601 E Treasure Drive	Minimum Housing	Warning	12/28/2023				
1601-47 N Treasure Drive	Trash Violation	Warning	12/29/2023				
(36) Lien Searches							
				$1,850.00	$2,250.00		

	Code	**Statistics**	**Jan-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7711 Beach View Drive	Blocking ROW	Warning	1/2/2024				
1801 S Treasure Drive #314	Noise	Warning	1/2/2024				
1872 Kennedy Cswy	WWP	Warning	1/2/2024				
1500 Kennedy Cswy	Landscape	Warning	1/2/2024				
7904 West Drive #515	BTR	Citation	1/3/2024		$100.00		
7904 West Drive #515	Operating/Advertising	Citation	1/3/2024		$500.00		
7501 E Treasure Drive #3EF	Special Magistrate	Order	1/4/2024		$1,200.00		
7700 Miami View Drive	Trash Violation	Warning	1/4/2024				
7528 Bounty Ave	Bulk Trash	Warning	1/5/2024				
7520 W Treasure Drive	Noise	Warning	1/5/2024				
7532 Bounty Ave	Blocking ROW	Warning	1/5/2024				
7520 W Treasure Drive	Bulk Trash	Warning	1/5/2024				
7520 W Treasure Drive	WWP	Citation	1/5/2024	$250.00			
1880 S Treasure Drive #2F	WWP	Citation	1/8/2024	$250.00			
1625 Kennedy Cswy	Knox Box	Warning	1/8/2024				
7801 Center Bay Drive	Construction Site Maint.	Warning	1/8/2024				
7801 Hispanola Ave	Bulk Trash	Warning	1/8/2024				
1460 S Treasure Drive	WWP	Citation	1/8/2024		$250.00		
7920 East Drive	Bulk Trash	Warning	1/9/2024				
7918 West Drive	Graffiti	Warning	1/8/2024				
7541 W Treasure Drive	Bulk Trash	Warning	1/9/2024				
7508 W Treasure Drive	Construction Site Maint.	Warning	1/9/2024				
7929/7931 East Drive	Bulk Trash	Warning	1/10/2024				
1580 Kennedy Cswy	Prohibited Signs	Warning	1/10/2024				
7548 Bounty Ave	Boat Regulations	Warning	1/11/2024				

1671 S Treasure Drive	WWP	Citation	1/11/2024	$250.00		Yes	1
7520 W Treasure Drive	Noise	Warning	1/12/2024				
7510 Coquina Drive	Boat Regulations	Warning	1/16/2024				
1508 Kennedy Cswy	Noise	Warning	1/16/2024				
7920 East Drive	Bulk Trash	Citation	1/16/2024	$200.00			
1801 S Treasure Drive	Bulk Trash	Warning	1/16/2024				
7929/7931 East Drive	Bulk Trash	Warning	1/16/2024				
7711 Beach View Drive	Illicit Discharge	Citation	1/17/2024	$250.00			
7621 Coquina Drive	Construction Site Maint.	Warning	1/17/2024				
7440 Miami View Drive	Bulk Trash	Warning	1/18/2024				
7521 Coquina Drive	WWP	Citation	1/18/2024	$250.00			
7520 W Treasure Drive	WWP	Citation	1/18/2024		$250.00		
7521 Coquina Drive	WWP	Citation	1/18/2024		$250.00		
1400 S Treasure Drive	Bulk Trash	Warning	1/18/2024				
7524 Bounty Ave	Illicit Discharge	Warning	1/19/2024				
1880 S Treasure Drive #2F	WWP	Citation	1/19/2024		$250.00		
7501 Adventure Ave	Bulk Trash	Warning	1/20/2024				
7530 Coquina Drive	Noise	Citation	1/20/2024				
1872 Kennedy Cswy	Graffiti	Warning	1/22/2024				
7801 Center Bay Drive	Expired Permits	Warning	1/23/2024				
7920 East Drive	Bulk Trash	Warning	1/23/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	1/24/2024				
7501 E Treasure Drive	Building Maintenance	Warning	1/24/2024				
7530 Coquina Drive	Noise	Citation	1/24/2024		$250.00		
7521 Center Bay Drive	Prohibited Signs	Warning	1/25/2024				
7400 Beach View Drive	Special Magistrate	Order	1/26/2024		$250.00		
7400 Beach View Drive	Special Magistrate	Order	1/26/2024		$75.00		
1880 S Treasure Drive	Noise	Citation	1/27/2024	$250.00			
7601 E Treasure Drive	WWP	Citation	1/29/2024		$250.00		
7904 West Drive #903	Special Magistrate	Order	1/29/2024		$500.00		
7920 East Drive	Bulk Trash	Citation	1/30/2024	$200.00			
1850 S Treasure Drive	Bulk Trash	Warning	1/30/2024				
7549 Bounty Ave	Special Magistrate	Order	1/30/2024		$1,700.00		
1872 Kennedy Causeway	Construction Site Maint.	Warning	1/30/2024				
7917 West Drive	Bulk Trash	Citation	1/31/2024	$200.00			
7511 Coquina Drive	Bulk Trash	Warning	1/31/2024				
7553 W Treasure Drive	WWP	Citation	1/31/2024		$250.00		
7557 Mutiny Ave	Special Magistrate	Order	1/31/2024		$5,000.00		
7549 Bounty Ave	Special Magistrate	Order	1/31/2024		$1,700.00		
(15) Lien Searches							
				$2,100.00	$12,775.00		
	Code	**Statistics**	**Feb-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes

7520 Miami View Drive	Bulk Trash	Warning	2/1/2024				
7915 East Drive	Bulk Trash	Warning	2/1/2024				
1601 Kennedy Cwwy	Open/Unsecure	Warning	2/2/2024				
7918 West Drive	Construction Site Maint.	Warning	2/4/2024				
7917 West Drive	Bulk Trash	Citation	2/5/2024		$200.00		
1550 Kennedy Cswy	Building Maintenance	Warning	2/5/2024				
1400 S Treasure Drive	WWP	Warning	2/5/2024				
1801 Galleon Street	Bulk Trash	Warning	2/5/2024				
7700 Center Bay Drive	WWP	Citation	2/6/2024	$250.00			
7700 Center Bay Drive	Expired Permits	Warning	2/6/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	2/6/2024				
Treasure Island	Prohibited Sign	Removed	2/6/2024				
7711 Beach View Drive	Construction Site Maint.	Citation	2/7/2024	$500.00			
7800 Beach View Drive	Bulk Trash	Warning	2/7/2024				
7910 West Drive	Bulk Trash	Warning	2/7/2024				
7700 Center Bay Drive	Fence Maintenance	Warning	2/7/2024				
7601 E Treasure Dr #PH106	Noise	Citation	2/8/2024		$250.00		
7532 Bounty Ave	Blocking ROW	Warning	2/8/2024				
1872 Kennedy Cswy	Trash	Warning	2/8/2024				
7917 West Drive	Bulk Trash	Warning	2/13/2024				
7504 W Treasure Drive	Special Magistrate	Order	2/14/2024		$325.00		
7505 Adventure Ave	WWP	Citation	2/14/2024		$250.00		
1670 S Treasure Drive	Trash	Citation	2/15/2024		$200.00		
1872 Kennedy Cswy	Blocking ROW	Warning	2/15/2024				
1353 Bay Terrace	Expired Permits	Warning	2/20/2024				
7920 East Drive	Bulk Trash	Warning	2/20/2024				
23-3209-008-0590	Vacant Lot Fee	Warning	2/20/2024		$250.00		
Treasure Island	Prohibited Sign	Removed	2/20/2024				
1625 Kennedy Cswy	WWP	Warning	2/21/2024				
7700 Coquina Drive	Bulk Trash	Warning	2/21/2024				
7934 West Drive #1201	WWP	Citation	2/22/2024		$250.00		
1440 S Treasure Drive	WWP	Citation	2/22/2024	$250.00			
1880 S Treasure Drive	Noise	Citation	2/23/2024		$250.00		
7924 W Treasure Drive	Fence Mesh	Warning	2/26/2024				
1671 S Treasure Drive	WWP	Citation	2/26/2024		$250.00		
1440 S Treasure Drive	WWP	Citation	2/27/2024		$250.00		
7401 Center Bay Drive	WWP	Warning	2/27/2024				
7545 Cutlass Ave	Bulk Trash	Warning	2/27/2024				
7533 Bounty Ave	WWP	Warning	2/28/2024				
7521 Hispanola Ave	WWP	Warning	2/28/2024				
7529 Hispanola Ave	WWP	Warning	2/28/2024				
7540 Bounty Ave	WWP	Warning	2/28/2024				
7611 Coquina Drive	WWP	Warning	2/28/2024				
7557 Mutiny Ave	WWP	Warning	2/28/2024				
7521 Center Bay Drive	WWP	Warning	2/28/2024				
7421 Coquina Drive	WWP	Warning	2/28/2024				
1600 Kennedy Cswy	Shopping Cart	Warning	2/28/2024				

7530 Coquina Drive	Construction Site Maint.	Warning	2/28/2024				
7548 Adventure Ave	Trash Cans	Warning	2/28/2024				
7730 Miami View Drive	WWP	Warning	2/28/2024				
7920 East Drive	Stagnant Water	Warning	2/29/2024				
8000 West Drive #319	Noise	Citation	2/29/2024		$250.00		
7505 Hispanola Ave	Blocking ROW	Warning	2/29/2024				
1872 Kennedy Cswy	Open/Unsecure	Warning	2/29/2024				
1701 Kennedy Cswy	Sign Maintenance	Warning	2/29/2024				
(21) Lien Searches							
				$1,000.00	$2,725.00		

	Code	**Statistics**	**Mar-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7508 W Treasure Drive	Open/Unsecure	Warning	3/1/2024				
7900 Harbor Island Drive	Leaf Blowers	Warning	3/1/2024				
7516 W Treasure Drive	Fence Mesh	Warning	3/4/2024				
1872 Kennedy Cswy	Construction Site Maint.	Warning	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
7920 East Drive	Bulk Trash	Warning	3/5/2024				
7920 East Drive	Landscape	Warning	3/5/2024				
7631 Miami View Drive	Fence Mesh	Warning	3/6/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	3/6/2024				
1630 S Treasure Drive	Vacant Lot Fee	Warning	3/6/2024		$250.00		
7921 East Drive	Bulk Trash	Warning	3/7/2024				
7510 Beach View Drive	Minimum Housing	Citation	3/8/2024		$250.00		
1353 Bay Terrace	Operating/Advertising	Warning	3/11/2024				
7505 Adventure Ave	Operating/Advertising	Citation	3/11/2024	$250.00			
7924 East Drive	Bulk Trash	Warning	3/12/2024				
7700 Coquina Drive	Bulk Trash	Warning	3/12/2024				
23-3209-001-0250	Landscape	Warning	3/12/2024				
8000 West Drive	Food Truck	Removed	3/12/2024				
7508 Mutiny Ave	Bulk Trash	Warning	3/13/2024				
1865 Kennedy Cswy #9l	WWP	Citation	3/14/2024		$250.00		
7549 Bounty Ave	Bulk Trash	Warning	3/14/2024				
7440 Miami View Drive	Bulk Trash	Warning	3/14/2024				
23-3209-008-0590	Landscape	Warning	3/14/2024				
7701 Center Bay Drive	Tree Removal/Trash	Warning	3/14/2023				

7600 Coquina Drive	Painting	Warning	3/14/2024				
7920 East Drive	Bulk Trash	Citation	3/15/2024		$200.00		
7920 East Drive	Bulk Trash	Citation	3/15/2024		$200.00		
1625 Kennedy Cswy	Noise	Citation	3/16/2024	$250.00			
7600 Coquina Drive	Noise	Warning	3/16/2024				
7631 Miami View Drive	Prohibited Sign	Warning	3/18/2024				
1600 Kennedy Cswy	Bulk Trash	Warning	3/18/2024				
7500 Beach View Drive	Handbills	Warning	3/18/2024				
1872 Kennedy Cswy	Noise	Citation	3/18/2024	$250.00			
7929/7931 East Drive	Bulk Trash	Warning	3/19/2024				
7601 Beach View Drive	Trash Cans	Warning	3/19/2024				
1666 Kennedy Cswy #203	BTR	Warning	3/19/2024				
1666 Kennedy Cswy #510	BTR	Warning	3/19/2024				
1666 Kennedy Cswy #509	BTR	Warning	3/19/2024				
1666 Kennedy Cswy #207	BTR	Warning	3/19/2024				
1666 Kennedy Cswy #400	BTR	Warning	3/19/2024				
1666 Kennedy Cswy #412	BTR	Warning	3/19/2024				
7701 Beach View Drive	Trash Cans	Warning	3/20/2024				
7920 East Drive	Pool Violation	Warning	3/20/2024				
1601 Kennedy Cswy	Open/Unsecure	Warning	3/20/2024				
7548 W Treasure Drive	Trash	Warning	3/20/2024				
7711 Beach View Drive	Trash Cans	Warning	3/20/2024				
1700 Kennedy Cswy #CU1	BTR	Warning	3/21/2024				
7904 West Drive #2	BTR	Warning	3/21/2024				
7904 West Drive #CU6	BTR	Warning	3/21/2024				
7910 West Drive #100	BTR	Warning	3/21/2024				
1600 Kennedy Cswy	BTR	Warning	3/21/2024				
1440 Kennedy Cswy #100	BTR	Warning	3/21/2024				
7525 E Treasure Drive	BTR	Warning	3/21/2024				
7552 Hispanola Ave	BTR	Warning	3/22/2024				
7905 East Drive #7A	BTR	Warning	3/22/2024				
1880 S Treasure Drive #1P	BTR	Warning	3/22/2024				
7501 E Treasure Drive #103	BTR	Warning	3/22/2024				
7924 East Drive #PH501	BTR	Warning	3/22/2024				
8000 West Drive #430	BTR	Warning	3/22/2024				
1801 Galleon Street	BTR	Warning	3/22/2024				
1819-1855 Kennedy Cswy	Special Magistrate	Order	3/22/2024		$1,500.00		
7510 Coquina Drive	Property Maintenance	Warning	3/28/2024				
7504 Adventure Ave	Bulk Trash	Warning	3/28/2024				
7517 Bounty Ave	Bulk Trash	Warning	3/28/2024				
1601 Kennedy Cswy	Bulk Trash	Warning	3/29/2024				
1790 Kennedy Cswy	Bulk Trash	Citation	3/29/2024	$250.00			
7540 Buccaneer Ave	Noise	Warning	3/30/2024				
7544 Buccaneer Ave	WWP	Citation	3/30/2024	$250.00			
(36) Lien Searches							
				$1,250.00	$2,650.00		

	Code	Statistics	Apr-24	$	$	X	X
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7520 W Treasure Drive	WWP	Citation	4/1/2024	$250.00			
7516 W Treasure Drive	Landscape	Warning	4/1/2024				
Harbor Island	Prohibited Sign	Removed	4/1/2024				
7401 Miami View Drive	Landscape	Warning	4/1/2024				
7904 West Drive #515	Special Magistrate	Order	4/2/2024		$1,500.00		
1670 S Treasure Drive	Fence Mesh	Warning	4/2/2024				
Treasure Island	Prohibited Sign	Removed	4/2/2024				
7910 West Drive	Bulk Trash	Warning	4/2/2024				
7941/7939 West Drive	Knox Box	Warning	4/2/2024				
7601 E Treasure Dr #CU14	Noise	Warning	4/2/2024				
7601 E Treasure Dr #1209	Noise	Citation	4/1/2024	$250.00			
7600 Beach View Drive	Special Magistrate	Order	4/2/2024		$4,700.00		
7601 E Treasure Dr #CU14	WWP	Citation	4/3/2024	$250.00			
7701 Coquina Drive	Landscape/Trash	Warning	4/3/2024				
7917 West Drive	Trash	Warning	4/3/2024				
7530 Coquina Drive	Noise	Citation	4/3/2024		$250.00		
1601 Kennedy Cswy	Trash	Warning	4/3/2024				
7504 Bounty Ave	BTR/Operating License	Warning	4/4/2024				
7544 W Treasure Drive	BTR/Operating License	Warning	4/4/2024				
7904 West Drive #817	BTR/Operating License	Warning	4/4/2024				
7711 Beach View Drive	Illicit Discharge	Citation	4/4/2024		$250.00		
7711 Beach View Drive	Illicit Discharge	Citation	4/4/2024		$500.00		
7904 West Drive #1015	BTR/Operating License	Warning	4/4/2024				
1625 Kennedy Cswy	Noise	Citation	4/4/2024		$250.00		
7904 West Drive #904	BTR/Operating License	Warning	4/4/2024				
7910 Harbor Island Dr #709	Noise	Citation	4/4/2024		$100.00		
7904 West Drive #712	BTR/Operating License	Warning	4/4/2024				
7521 Cutlass Ave	BTR/Operating License	Warning	4/4/2024				
7544 Mutiny Ave	BTR/Operating License	Warning	4/4/2024				
1800 S Treasure Drive	BTR	Warning	4/4/2024				
7904 West Drive #415	BTR/Operating License	Warning	4/4/2024				
7505 Mutiny Ave	BTR/Operating License	Warning	4/4/2024				
7910 West Drive	BTR	Warning	4/4/2024				
7904 West Drive #707	BTR/Operating License	Warning	4/4/2024				
7548 Adventure Ave	BTR/Operating License	Warning	4/4/2024				
7904 West Drive #805	BTR/Operating License	Warning	4/4/2024				
7529 Mutiny Ave	Operating/Advertising	Warning	4/4/2024				
Treasure Island	Prohibited Sign	Removed	4/4/2024				
7528 Cutlass Ave	Noise	Warning	4/6/2024				
7500 W Treasure Drive	Noise	Warning	4/6/2024				
7529 Mutiny Ave	Prohibited Signs	Removed	4/6/2024				

1701 N Treasure Drive	Landscape/ROW	Warning	4/6/2024				
7920 East Drive	Illicit Discharge	Citation	4/9/2024	$250.00			
7918 West Drive	Fence Mesh	Warning	4/9/2024				
7910 West Drive	Trash Violation	Warning	4/10/2024				
7528 Buccaneer Ave	Operating/Advertising	Warning	4/12/2024				
1701 N Treasure Dr #7	Landscape/ROW	Warning	4/12/2024				
7500 Beach View Drive	Noise	Citation	4/13/2024	$250.00			
1750 S Treasure Drive	Noise	Citation	4/13/2024	$250.00			
7512 Cutlass Ave	Noise	Citation	4/13/2024	$250.00			
1470 N Treasure Drive	WWP	Citation	4/13/2024	$250.00			
7524 Buccaneer Ave	Noise	Warning	4/13/2024				
7918 West Drive	Construction Site Maint.	Warning	4/13/2024				
7920 East Drive	Pool Violation	Warning	4/15/2024				
7512 Cutlass Ave	Noise	Citation	4/15/2024		$250.00		
7531 Coquina Drive	Operating/Advertising	Warning	4/16/2024				
7510 Coquina Drive	Trash	Warning	4/16/2024				
7801 Center Bay Drive	Noise	Citation	4/19/2024	$250.00			
7700 Miami View Drive	Trash/Recycle Cans	Warning	4/19/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	4/18/2024				
1470 N Treasure Drive	WWP	Citation	4/23/2024		$250.00		
1540 N Treasure Drive	Noise	Warning	4/24/2024				
7508 W Treasure Drive	Prohibited Sign	Warning	4/24/2024				
7516 Bounty Ave	WWP	Citation	4/24/2024	$250.00			
7529 Bounty Ave	WWP	Citation	4/24/2024	$250.00			
1570 S Treasure Drive	Trash/Recycle Cans	Warning	4/24/2024				
7400 Coquina Drive	Bulk Trash	Warning	4/25/2024				
8000 West Drive	Noise	Warning	4/25/2024				
7520 W Treasure Drive	WWP	Citation	4/25/2024	$250.00			
1365 Bay Terrace	Operating/Advertising	Warning	4/26/2024				
7934 West Drive #1001	Noise	Citation	4/26/2024		$250.00		
7520 Center Bay Drive	Noise	Citation	4/27/2024	$250.00			
7909 East Drive #203	WWP	Citation	4/27/2024	$250.00			
7800 Miami View Drive	Trash/Recycle Cans	Warning	4/29/2024				
1357 Bay Terrace	WWP	Citation	4/29/2024	$250.00			
1353 Bay Terrace	WWP	Citation	4/29/2024	$250.00			
7545 W Treasure Drive	Noise	Citation	4/29/2024		$250.00		
7811 Beach View Drive	Trash/Recycle Cans	Warning	4/29/2024				
8000 West Drive	Bulk Trash	Warning	4/29/2024				
7920 East Drive	Bulk Trash	Warning	4/29/2024				
7920 East Drive	Illicit Discharge	Citation	4/30/2024		$250.00		
7516 W Treasure Drive	Landscape	Warning	4/30/2024				
(25) Lien Searches							
				$4,000.00	$8,800.00		
	Code	**Statistics**	**May-24**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7801 Center Bay Drive	Construction Site Maint.	Warning	5/1/2024				
23-3209-008-0590	Landscape/Trash	Warning	5/1/2024				
1681 Kennedy Cswy	Trash	Warning	5/1/2024				
7521 Adventure Ave	Landscape/ROW	Warning	5/2/2024				
7504 Adventure Ave	Landscape/ROW	Warning	5/2/2024				
7421 Beach View Drive	Bulk Trash	Warning	5/2/2024				
7711 Beach View Drive	Landscape	Warning	5/2/2024				
7720 Coquina Drive	Bulk Trash	Warning	5/2/2024				
7721 Coquina Drive	Bulk Trash	Warning	5/2/2024				
1601 Kennedy Cswy	Bulk Trash	Warning	5/2/2024				
7516 Bounty Ave	WWP	Citation	5/2/2024		$250.00		
7544 Buccaneer Ave	WWP	Citation	5/3/2024		$250.00		
7540 W Treasure Drive	Noise	Citation	5/4/2024	$250.00			
7540 W Treasure Drive	Noise	Citation	5/4/2024	$500.00			
1353 Bay Terrace	Trash/Recycle Cans	Warning	5/4/2024				
7721 Coquina Drive	Trash/Recycle Cans	Warning	5/4/2024				
7520 Center Bay Drive	Noise	Citation	5/6/2024		$250.00		
1600 Kennedy Cswy	Bulk Trash	Warning	5/8/2024				
7811 Beach View Drive	Trash/Recycle Cans	Warning	5/9/2024				
7920 East Drive	Bulk Trash	Warning	5/9/2024				
7917 West Drive	Bulk Trash	Warning	5/9/2024				
Treasure Island	Bulk Trash	Removed	5/9/2024				
1900 S Treasure Drive	Property Maintenance	Warning	5/9/2024				
7501 E Treasure Drive	WWP	Citation	5/9/2024	$250.00			
7516 E Treasure Drive	Property Maintenance	Warning	5/11/2024				
1357 Bay Terrace	WWP	Citation	5/13/2024		$250.00		
1872 Kennedy Cswy	Trash	Warning	5/13/2024				
Treasure Island	Prohibited Sign	Removed	5/14/2024				
Treasure Island	Prohibited Sign	Removed	5/14/2024				
7513 W Treasure Drive	WWP	Citation	5/15/2024	$250.00			
7501 E Treasure Drive	WWP	Citation	5/15/2024		$250.00		
1872 Kennedy Cswy	Trash	Warning	5/15/2024				
7525 Adventure Ave	WWP	Citation	5/15/2024	$250.00			
1666 Kennedy Cswy #502	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #503	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #505	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #202	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #206	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #203	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #600	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #209	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #409	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #411	BTR	Warning	5/16/2024				

1666 Kennedy Cswy #410	BTR	Warning	5/16/2024				
7520 W Treasure Drive	WWP	Citation	5/18/2024	$250.00			
7917 West Drive	Trash Violation	Warning	5/20/2024				
7910 West Drive	Minimum Housing	Warning	5/20/2024				
7520 W Treasure Drive	WWP	Citation	5/20/2024		$250.00		
7801 Center Bay Drive	Construction Site Maint.	Warning	5/21/2024				
23-3209-008-0590	Bulk Trash	Warning	5/21/2024				
1510 S Treasure Drive	Bulk Trash	Warning	5/21/2024				
7540 W Treasure Drive	Noise	Citation	5/22/2024		$250.00	Yes	1
7540 W Treasure Drive	Noise	Citation	5/22/2024		$500.00	Yes	2
1353 Bay Terrace	WWP	Citation	5/22/2024		$250.00		
7801 Center Bay Drive	Noise	Citation	5/22/2024		$250.00		
7500 Beach View Drive	Noise	Citation	5/22/2024		$250.00		
1600 Kennedy Cswy	Trash	Warning	5/23/2024				
7513 W Treasure Drive	WWP	Citation	5/23/2024		$250.00		
7920 East Drive	Pool Violation	Warning	5/28/2024				
7700 Center Bay Drive	WWP	Citation	5/28/2024		$250.00		
1800 Kennedy Cswy #A111	Special Magistrate	Order	5/28/2024		$600.00		
7927 East Drive	Bulk Trash	Warning	5/28/2024				
7921 East Drive	Knox Box	Warning	5/29/2024				
7421 Miami View Drive	Bulk Trash	Warning	5/29/2024				
7910 West Drive	Special Magistrate	Order	5/29/2024		$1,700.00		
7410 Beach View Drive	Pool Violation	Warning	5/30/2024				
7530 Coquina Drive	WWP	Citation	5/31/2024	$250.00			
7529 Bounty Ave	WWP	Citation	5/31/2024		$250.00		
(51) Lien Searches							
				$2,000.00	$6,050.00		

	Code	**Statistics**	**Jun-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1540 N Treasure Drive	WWP	Citation	6/1/2024	$250.00			
7821 Beach View Drive	Prohibited Sign	Removed	6/1/2024				
1735 N Treasure Drive	Minimum Housing	Warning	6/3/2024				
1353 Bay Terrace	Operating/Advertising	Warning	6/3/2024				
1800 Kennedy Cswy	Bulk Trash	Warning	6/3/2024				
7530 Coquina Drive	WWP	Citation	6/3/2024		$250.00		
1900 S Tresure Dr #7P	Minimum Housing	Warning	6/4/2024				
7520 Miami View Drive	Bulk Trash	Warning	6/4/2024				
7549 Bounty Ave	Blocking ROW	Warning	6/5/2024				
1750 S Treasure Drive	Noise	Citation	6/5/2024		$250.00		
7910 Harbor Island Drive	BTR	Warning	6/5/2024				
7504 Adventure Ave	BTR	Warning	6/5/2024				
7544 W Treasure Drive	BTR	Warning	6/5/2024				
7529 Bounty Ave	BTR	Warning	6/5/2024				

1666 Kennedy Cswy #500	BTR	Warning	6/5/2024				
1540 N Treasure Drive	WWP	Citation	6/6/2024		$250.00		
Various Locations	Single Use Plastic	Outreach	6/5/2024				
7623 Beach View Drive	Noise	Citation	6/6/2024		$250.00		
7528 Buccaneer Ave	Bulk Trash	Warning	6/6/2024				
7701 Miami View Drive	Recycle Cans	Warning	6/8/2024				
7530 Miami View Drive	Prohibited Signs	Removed	6/8/2024				
7811 Beach View Drive	Prohibited Signs	Removed	6/8/2024				
7520 W Treasure Drive	WWP	Citation	6/11/2024		$250.00		
7901 Hispanola Ave #1901	BTR	Warning	6/12/2024				
7529 Bounty Ave	BTR	Warning	6/12/2024				
7520 Buccaneer Ave	BTR	Warning	6/12/2024				
8000 West Drive #726	BTR	Warning	6/12/2024				
7525 E Treasure Dr #716	BTR	Warning	6/12/2024				
Various Locations	Construction Storm Prep	Flooding	6/12/2024				
7711 Beach View Drive	Illicit Discharge	Citation	6/13/2024	$750.00			
7711 Beach View Drive	Stop Work Order	Posted	6/13/2024				
7711 Beach View Drive	Stop Work Order	Warning	6/14/2024				
7918 Harbor Island Dr #C109	BTR	Warning	6/14/2024				
1790 S Treasure Dr #2A	BTR	Warning	6/14/2024				
7520 Buccaneer Ave	BTR	Warning	6/14/2024				
7901 Hispanola Ave #1901	BTR	Warning	6/14/2024				
7928 East Drive #1506	BTR	Warning	6/14/2024				
1701 N Treasure Drive	Trash	Citation	6/14/2024	$200.00			
7531 Beach View Drive	Noise	Warning	6/15/2024				
7900 Harbor Island Drive	Bulk Trash Vessel	Warning	6/17/2024				
1872 Kennedy Cswy	Noise	Citation	6/18/2024	$500.00			
1872 Kennedy Cswy	Trash/Landscape	Warning	6/18/2024				
1790 Kennedy Cswy	Trash	Citation	6/19/2024		$200.00		
7504 Mutiny Ave	Noise	Warning	6/19/2024				
7920 East Drive	Pool Violation	Warning	6/20/2024				
7934 West Drive #1602	BTR	Warning	6/21/2024				
7900 Harbor Island Dr #1112	BTR	Warning	6/21/2024				
1666 Kennedy Cswy #610	BTR	Warning	6/21/2024				
1880 S Treasure Drive #2P	BTR	Warning	6/21/2024				
1666 Kennedy Cswy #503	BTR	Warning	6/21/2024				
1600-1624 Kennedy Cswy	Noise	Citation	6/22/2024	$250.00			
1600-1624 Kennedy Cswy	WWP	Citation	6/22/2024	$250.00			
7530 Coquina Drive	Recycle Cans	Warning	6/22/2024				
1450 S Treasure Drive	WWP	Citation	6/22/2024	$250.00			
7548 Mutiny Ave	WWP	Citation	6/22/2024	$250.00			
7910 West Drive	Bulk Trash	Warning	6/24/2024				
1600 Kennedy Cswy	Property Maintenance	Warning	6/24/2024				
1701 N Treasure Drive	Trash	Citation	6/24/2024		$200.00		
7700 Miami View Drive	Bulk Trash	Removed	6/25/2024				
7611 Coquina Drive	Trash	Removed	6/25/2024				

7530 Coquina Drive	Trash	Removed	6/25/2024				
7521 Bounty Ave	Operating/Advertising	Warning	6/27/2024				
7919 West Drive	Bulk Trash	Warning	6/27/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	6/27/2024				
7711 Coquina Drive	Trash	Warning	6/27/2024				
7720 Coquina Drive	Bulk Trash	Warning	6/27/2024				
7920 East Drive	Landscape	Warning	6/27/2024				
7549 Buccaneer Ave	Operating/Advertising	Warning	6/27/2024				
7549 Buccaneer Ave	Expired Permits	Warning	6/27/2024				
7530 Miami View Drive	Blocking ROW	Warning	6/28/2024				
7505 Adventure Ave	Bulk Trash	Warning	6/28/2024				
1455 N Treasure Drive	Noise	Warning	6/29/2024				
(19) Lien Searches							
				$2,700.00	$1,650.00		
	Code	**Statistics**	**Jul-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1666 Kennedy Cswy #610	BTR	Warning	7/1/2024				
1666 Kennedy Cswy #500	BTR	Warning	7/1/2024				
7525 E Treasure Drive	Bulk Trash	Warning	7/1/2024				
1555 Kennedy Cswy	Bulk Trash	Warning	7/2/2024				
1555 N Treasure Drive	Bulk Trash	Warning	7/2/2024				
1600 Kennedy Cswy	Noise	Citation	7/2/2024		$250.00		
7917 West Drive	Bulk Trash	Warning	7/2/2024				
1900 S Treasure Drive	Trash	Warning	7/3/2024				
1450 S Treasire Drive	WWP	Citation	7/3/2024		$250.00		
7939 East Drive	Property Maintenance	Warning	7/4/2024				
7800 Coquina Drive	Noise	Warning	7/4/2024				
7520 Coquina Drive	Noise	Citation	7/4/2024	$250.00			
7631 Miami View Drive	Noise	Warning	7/4/2024				
1540 S Treasure Drive	Landscape	Warning	7/5/2024				
7516 W Treasure Drive	Landscape/Trash	Warning	7/5/2024				
7548 Adventure Ave	Landscape	Warning	7/5/2024				
7544 Hispanola Ave	Landscape	Warning	7/5/2024				
7540 Hispanola Ave	Landscape	Warning	7/5/2024				
7516 Mutiny Ave	Operating/Advertising	Warning	7/5/2024				
7548 Hispanola Ave	Landscape	Warning	7/5/2024				
7516 Mutiny Ave	Landscape	Warning	7/5/2024				
1671 S Treasure Drive	Landscape	Warning	7/5/2024				
1601 Kennedy Cswy	Open/Unsecure	Warning	7/6/2024				
7901 Hispanola Ave #1802	BTR	Warning	7/9/2024				
23-3209-001-0250	Landscape	Warning	7/9/2024				
1881 Kennedy Cswy #1806	BTR	Warning	7/9/2024				

7720 Miami View Drive	Parking Standards	Warning	7/10/2024				
7920 East Drive	Bulk Trash	Citation	7/10/2024	$200.00			
7920 East Drive	Landscape	Citation	7/10/2024	$200.00			
7920 East Drive	Pool Violations	Citation	7/10/2024	$200.00			
1755 Kennedy Cswy	Fence Maintenance	Warning	7/11/2024				
7910 West Drive	Bulk Trash	Warning	7/11/2024				
7524 E Treasure Drive	Trash	Warning	7/11/2024				
7520 E Treasure Drive	Blocking ROW	Warning	7/11/2024				
7601 E Treasure Drive	WWP	Citation	7/11/2024	$250.00			
7621 Coquina Drive	Noise	Warning	7/13/2024				
7548 Mutiny Ave	WWP	Citation	7/15/2024		$250.00		
7504 W Treasure Drive	Noise	Citation	7/15/2024		$250.00		
1440 Kennedy Cswy #1406	BTR	Warning	7/16/2024				
1700 Kennedy Cswy #160	BTR	Warning	7/16/2024				
1700 Kennedy Cswy #140	BTR	Warning	7/16/2024				
1665 Kennedy Cswy (valet)	BTR	Warning	7/16/2024				
7421 Coquina Drive	Commercial Vehicle	Warning	7/17/2024				
7531 Center Bay Drive	Comm Vehicle/BTR	Warning	7/18/2024				
7811 Beach View Drive	Commercial Vehicle	Warning	7/18/2024				
7548 Adventure Ave	Landscape	Citation	7/18/2024	$200.00			
1671 S Treasure Drive	Landscape	Citation	7/18/2024	$200.00			
1666 Kennedy Cswy #604	BTR	Warning	7/18/2024				
1666 Kennedy Cswy #607	BTR	Warning	7/18/2024				
1666 Kennedy Cswy #500	BTR	Warning	7/18/2024				
1666 Kennedy Cswy #501	BTR	Warning	7/18/2024				
1666 Kennedy Cswy #504	BTR	Warning	7/18/2024				
1666 Kennedy Cswy #202	BTR	Warning	7/18/2024				
1666 Kennedy Cswy #506	BTR	Warning	7/18/2024				
1873 S Treasure Drive	Noise	Warning	7/19/2024				
7504 Mutiny Ave	Noise	Warning	7/19/2024				
7520 Center Bay Drive	Noise	Citation	7/22/2024		$250.00		
7544 W Treasure Drive	Landscape	Warning	7/26/2024				
7541 W Treasure Drive	Landscape	Warning	7/27/2024				
7711 Miami View Drive	Commercial Vehicle	Warning	7/27/2024				
1600 Kennedy Cswy	Trash	Warning	7/27/2024				
7700 Center Bay Drive	Special Magistrate	Order	7/30/2024		$1,200.00		
1872 Kennedy Cswy	Off-Duty Construction	Warning	7/30/2024				
7524 Cutlass Ave	Landscape	Warning	7/30/2024				
1540 N Treasure Drive	Landscape/Blocking ROW	Warning	7/30/2024				
7601 E Treasure Drive	WWP	Citation	7/31/2024		$250.00		
(13) Lien Searches							
				$1,500.00	$2,700.00		
	Code	**Statistics**	**Aug-24**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1872 Kennedy Cswy	Off-Duty Construction	Citation	8/1/2024	$250.00			
1801 S Treasure Drive	Landscape	Warning	8/1/2024				
7525 Adventure Ave	Blocking ROW	Warning	8/1/2024				
7549 Buccaneer Ave	Operating/Advertising	Citation	8/1/2024	$250.00			
7549 Buccaneer Ave	BTR	Citation	8/1/2024	$100.00			
1872 Kennedy Cswy	Off-Duty Construction	Citation	8/2/2024	$250.00			
Various Locations	Construction Storm Prep	Warning	8/2/2024				
7529 Mutiny Ave	Operating/Advertising	Citation	8/3/2024	$250.00			
7529 Mutiny Ave	BTR	Citation	8/3/2024	$100.00			
1872 Kennedy Cswy	Off-Duty Construction	Citation	8/5/2024	$250.00			
1601 Kennedy Cswy	Fence	Warning	8/5/2024				
7920 East Drive	Trash	Citation	8/5/2024	$200.00			
1666 Kennedy Cswy #300	Construction Site Maint	Citation	8/6/2024	$250.00			
1872 Kennedy Cswy	Off-Duty Construction	Citation	8/6/2024	$250.00			
7938-7940 West Drive	Construction Site Maint	Warning	8/6/2024				
7938-7940 West Drive	Graffiti	Removed	8/6/2024				
7509 Buccaneer Ave	Landscpae	Warning	8/8/2024				
7548 W Treasure Drive	Landscape	Warning	8/8/2024				
7925 West Drive	Special Magistrate	Order	8/9/2024		$7,000.00		
7521 Cutlass Ave	Bulk Trash	Warning	8/9/2024				
1872 Kennedy Cswy	Off-Duty Construction	Citation	8/9/2024	$250.00			
7701 Coquina Drive	Landscape	Warning	8/10/2024				
7801 Center Bay Drive	Landscape/Trash	Warning	8/10/2024				
7920 East Drive	Trash Violation	Warning	8/12/2024	$200.00			
1872 Kennedy Cswy	Off-Duty Construction	Citation	8/12/2024	$250.00			
7410 Beach View Drive	Bulk Trash	Warning	8/13/2024				
7508 W Treasure Drive	Fence Mesh	Warning	8/14/2024				
7801 Center Bay Drive	Special Magistrate	Order	8/14/2024		$1,000.00		
1670 S Treasure Drive	Landscape/Trash	Warning	8/14/2024				
7610 Miami View Drive	Noise	Warning	8/17/2024				
7600 Beach View Drive	Landscape/Debris	Warning	8/19/2024				
7910 West Drive	Bulk Trash	Warning	8/20/2024				
7516 W Treasure Drive	Fence Mesh	Warning	8/20/2024				
7548 W Treasure Drive	Open/Unsecure	Resolved	8/20/2024				
7441 Coquina Drive	Construction Site Maint	Warning	8/20/2024				
1880 S Treasure Drive	WWP	Citation	8/21/2024	$250.00			
1441 S Treasure Drive	WWP	Citation	8/22/2024	$250.00			
7548 Adventure Ave	Landscape	Citation	8/22/2024		$200.00		
7525 Adventure Ave	Bulk Trash	Warning	8/22/2024				
1630 S Treasure Drive	Landscape/Fence/Trash	Warning	8/22/2024				
7621 Coquina Drive	Construction Site Maint	Warning	8/23/2024				
1450 S Treasure Drive	Recycle Cans	Warning	8/23/2024				
1471 S Treasure Drive	BTR	Warning	8/26/2024				

1455 N Treasure Drive	Property Maintenance	Warning	8/26/2024				
7601 E Treasure Drive	Order to Secure	Warning	8/28/2024				
1872 Kennedy Cswy	Open Unsecure	Warning	8/28/2024				
7601 E Treasure Drive	WWP	Citation	8/29/2024	$250.00			
7601 E Treasure Drive	Unsafe Structure	Warning	8/29/2024				
1666 Kennedy Cswy #300	Construction Site Maint	Citation	8/30/2024		$250.00		
(27) Lien Searches							
				$3,600.00	$8,450.00		
	Code	**Statistics**	**Sep-24**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1900 S Treasure Drive	Property Maintenance	Warning	9/2/2024				
Treasure Island	Prohibited Sign	Removed	9/2/2024				
Treasure Island	Prohibited Sign	Removed	9/2/2024				
1666 Kennedy Cswy	Bulk Trash	Warning	9/3/2024				
7601 E Treasure Drive	Open / Unsecure	Warning	9/3/2024				
1670 S Treasure Drive	Fence	Warning	9/4/2024				
7923/7925 East Drive	Landscape	Warning	9/4/2024				
7921 East Drive	Bulk Trash	Warning	9/4/2024				
Treasure Island	Utility MOT	Warning	9/5/2024				
1441 S Treasure Drive	Trash Cans	Warning	9/5/2024				
1819 Kennedy Cswy	Painting	Warning	9/5/2024				
7901 Hispanola Ave	Blocking ROW	Warning	9/6/2024				
1365 Bay Terrace	Prohibited Sign	Removed	9/7/2024				
7935 East Drive	Bulk Trash	Warning	9/9/2024				
1790 Kennedy Cswy	Construction Site Maint.	Warning	9/9/2024				
7509 Buccaneer Ave	Landscpae	Citation	9/9/2024		$250.00		
7904 West Drive #602	Special Magistrate	Citation	9/9/2024		$3,500.00		
1801 S Treasure Drive	Bulk Trash	Warning	9/10/2024				
7601 E Treasure Drive	WWP	Citation	9/10/2024		$250.00		
23-3209-008-0590	Bulk Trash	Warning	9/11/2024				
7500 Coquina Drive	Bulk Trash	Warning	9/11/2024				
7401 Miami View Drive	Landscape	Warning	9/12/2024				
1880 S Treasure Drive	WWP	Citation	9/13/2024		$250.00		
7441 Coquina Drive	Construction Site Maint.	Warning	9/17/2024				
7410 Beach View Drive	Trash / Storage	Warning	9/17/2024				
1671 S Treasure Drive	Landscape	Citation	9/18/2024		$200.00		
1721 S Treasure Drive	Landscape	Warning	9/19/2024				
1508 Kennedy Cswy	Illicit Discharge	Citation	9/20/2024	$200.00			
7520 W Treasure Drive	WWP	Citation	9/20/2024		$250.00		
7401 Miami View Drive	Landscape	Citation	9/23/2024	$200.00			
1671 S Treasure Drive	Special Magistrate	Order	9/23/2024		$2,000.00		
1872 Kennedy Cswy	Noise	Citation	9/24/2024		$500.00		

Various Locations	Construction Storm Prep	Advisory	9/25/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	9/25/2024				
7920 East Drive	Bulk Trash	Citation	9/26/2024	$200.00			
7508 W Treasure Drive	Open / Unsecure	Warning	9/26/2024				
7545 Adventure Ave	Bulk Trash	Warning	9/26/2024				
7500 Miami View Drive	Trash Cans	Warning	9/26/2024				
7531 Beach View Drive	Trash Cans	Warning	9/26/2024				
Various Locations	Construction Storm Prep	Advisory	9/26/2024				
7920 East Drive	WWP	Citation	9/28/2024	$250.00			
7513 Bounty Ave	Noise	Citation	9/28/2024	$250.00			
1510 S Treasure Drive	WWP	Citation	9/28/2024	$250.00			
7521 Bounty Ave	Prohibited Signs	Removed	9/28/2024				
7529 Mutiny Ave	Operating / Advertising	Citation	9/27/2024		$250.00		
7529 Mutiny Ave	BTR	Citation	9/27/2024		$100.00		
(28) Lien Searches							
				$1,350.00	$7,550.00		
	Code	**Statistics**	**Oct-24**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
8000 East Drive	Bulk Trash / Landscape	Warning	10/1/2024				
1872 Kennedy Cswy	Landscape	Warning	10/1/2024				
7516 W Treasure Drive	Landscape	Warning	10/1/2024				
7541 W Treasure Drive	Landscape	Warning	10/1/2024				
1801 Galleon Street	Bulk Trash	Warning	10/1/2024				
Treasure Island	Utility ROW Noise	Warning	10/2/2024				
1508 Kennedy Cswy	Illicit Discharge	Citation	10/2/2024		$200.00		
1865 Kennedy Cswy #16O	WWP	Citation	10/3/2024	$250.00			
7513 W Treasure Drive	Landscape	Warning	10/3/2024				
1510 S Treasure Drive	WWP	Citation	10/3/2024		$250.00		
7500 Beach View Drive	WWP	Citation	10/3/2024	$250.00			
1750 S Treasure Drive	WWP	Citation	10/5/2024	$250.00			
1790 Kennedy Cswy	Construction Site Maint.	Warning	10/5/2024				
1750 S Treasure Drive	Trash	Warning	10/5/2024				
7511 Beach View Drive	Construction Site Maint	Warning	10/7/2024				
7501 Center Bay Drive	Bulk Trash	Warning	10/7/2024				
7500 Center Bay Drive	Bulk Trash	Warning	10/7/2024				
7510 Center Bay Drive	Bulk Trash	Warning	10/7/2024				
7810 Beach View Drive	Bulk Trash	Warning	10/7/2024				
1331 Bay Terrace	Bulk Trash	Warning	10/7/2024				
Various Locations	Storm Preparations	Advisory	10/7/2024				
1365 Bay Terrace	Commercial Sign	Warning	10/7/2024				
7510 Coquina Drive	Bulk Trash	Warning	10/7/2024				
7441 Center Bay Drive	Landscaper	Citation	10/8/2024	$200.00			
7730 Coquina Drive	Bulk Trash	Removed	10/8/2024				

Various Locations	Storm Preparations	Advisory	10/8/2024				
7530 Coquina Drive	Bulk Trash	Warning	10/8/2024				
7421 Beach View Drive	Bulk Trash	Warning	10/8/2024				
7910 Harbor Island Drive	Construction Site Maint	Warning	10/8/2024				
7530 Miami View Drive	Bulk Trash	Warning	10/8/2024				
7512 Hispanola Ave	Bulk Trash	Removed	10/9/2024				
7536 Adventure Ave	Bulk Trash	Warning	10/9/2024				
Various Locations	Storm Preparations	Advisory	10/9/2024				
7530 Coquina Drive	Bulk Trash	Warning	10/9/2024				
7700 Center Bay Drive	Open / Unsecure	Warning	10/10/2024				
1735 N Treasure Drive	Trash Violation	Citation	10/12/2024	$200.00			
7801 Center Bay Drive	Landscape	Warning	10/14/2024				
7904 West Drive	Landscape	Warning	10/14/2024				
7431 Coquina Drive	WWP	Citation	10/15/2024	$250.00			
7524 Cutlass Ave	Bulk Trash	Warning	10/15/2024				
7560 W Treasure Drive	Recycle Can	Warning	10/15/2024				
7525 Adventure Ave	WWP	Citation	10/16/2024		$250.00		
1881 Kennedy Cswy #401	Noise	Citation	10/16/2024		$250.00		
8000 West Drive	Blocking ROW	Warning	10/17/2024				
7549 Buccaneer Ave	Operating / Advertising	Citation	10/18/2024		$250.00		
7549 Buccaneer Ave	BTR	Citation	10/18/2024		$100.00		
8000 East Drive	Trash	Citation	10/21/2024	$200.00			
8000 East Drive	Landscape	Citation	10/21/2024	$200.00			
7904 West Drive #601	Operating / Advertising	Citation	10/21/2024	$250.00			
7904 West Drive #601	BTR	Citation	10/21/2024	$100.00			
1550 Kennedy Cswy	Noise	Citation	10/21/2024	$250.00			
7410 Beach View Drive	WWP	Citation	10/21/2024	$250.00			
7500 Beach View Drive	WWP	Citation	10/21/2024		$250.00		
Treasure Island	Prohibited Sign(s)	Removed	10/21/2024				
7920 East Drive	Landscape	Citation	10/22/2024		$200.00		
7920 East Drive	Bulk Trash	Citation	10/22/2024		$200.00		
7920 East Drive	Stagnant Water	Citation	10/22/2024		$200.00		
1601-47 N Treasure Drive	Trash	Warning	10/22/2024				
7920 East Drive	Trash	Citation	10/22/2024		$200.00		
7920 East Drive	Trash Violation	Citation	10/22/2024		$200.00		
1657 N Treasure Drive	WWP	Citation	10/23/2024		$200.00		
7917 West Drive	Trash Violation	Warning	10/23/2024				
7929 West Drive	Trash Violation	Warning	10/23/2024				
Treasure Island	Prohibited Sign(s)	Removed	10/23/2024				
1865 Kennedy Cswy #16O	WWP	Citation	10/23/2024		$250.00		
1750 S Treasure Drive	WWP	Citation	10/24/2024		$250.00		
1800 Kennedy Cswy #301	Noise	Citation	10/24/2024		$250.00		
1800 Kennedy Cswy #301	WWP	Citation	10/24/2024		$250.00		
1550 Kennedy Cswy	Noise	Citation	10/24/2024		$250.00		
8000 East Drive	Trash	Citation	10/25/2024		$200.00		
1820 S Treasure Drive	Special Magistrate	Order	10/25/2024		$4,900.00		

8000 East Drive	Landscape	Citation	10/25/2024		$200.00		
7441 Center Bay Drive	Landscaper	Citation	10/28/2024		$200.00		
7920 East Drive #5	WWP	Citation	10/28/2024		$250.00		
7922 East Drive	Fence	Warning	10/28/2024				
7548 Adventure Ave	Landscape	Warning	10/29/2024				
7927 East Drive	Bulk Trash	Warning	10/29/2024				
7700 Center Bay Drive	Landscape	Warning	10/30/2024				
7520 W Treasure Drive	Special Magistrate	Order	10/30/2024		$1,000.00		
7520 W Treasure Drive	Special Magistrate	Order	10/30/2024		$1,000.00		
1441 S Treasure Drive	Recycle Cans	Warning	10/31/2024				
7532 W Treasure Drive	Bulk Trash	Warning	10/31/2024				
7501 Center Bay Drive	Bulk Trash	Warning	10/31/2024				
7536 Buccaneer Ave	Bulk Trash	Warning	10/31/2024				
(23) Lien Searches							
				$2,650.00	$11,750.00		
	Code	**Statistics**	**Nov-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7917 West Drive	Bulk Trash	Warning	11/4/2024				
7920 East Drive	Bulk Trash	Warning	11/4/2024				
7401 Beach View Drive	Fence Mesh	Warning	11/4/2024				
7921 East Drive	Knox Box	Citation	11/4/2024	$250.00			
7920 East Drive	Bulk Trash	Citation	11/5/2024	$200.00			
8000 East Drive	Bulk Trash	Warning	11/5/2024				
1441 S Treasure Drive	Trash Cans	Warning	11/5/2024				
1540 S Treasure Drive	Property Maintenance	Warning	11/5/2024				
1735 N Treasure Drive	Trash Violation	Citation	11/6/2024		$200.00		
7401 Beach View Drive	Open & Unsecure	Warning	11/6/2024				
7601 E Treasure Drive	Trash Violation	Citation	11/7/2024	$200.00			
Treasure Island	PD Citation	Citation	11/7/2024		$100.00		
1601 S Treasure Drive	WWP	Citation	11/9/2024	$250.00			
7541 Bounty Ave	Noise	Warning	11/9/2024				
1666 Kennedy Cswy	Property Maintenance	Warning	11/12/2024				
7531 Beach View Drive	Trash Cans	Warning	11/12/2024				
7531 Beach View Drive	Recycle Violation	Warning	11/12/2024				
Treasure Island	Derelict Vehicle	Warning	11/13/2024				
7945 East Drive	Special Magistrate	Order	11/14/2024		$9,500.00		
7929 West Drive	Trash Violation	Warning	11/15/2024				
7821 Beach View Drive	Trash Cans	Warning	11/16/2024				
7811 Beach View Drive	Trash Cans	Warning	11/16/2024				
1601 S Treasure Drive	WWP	Citation	11/18/2024		$250.00		
1881 Kennedy Cswy	Property Maintenance	Warning	11/18/2024				
7920 East Drive	Bulk Trash	Warning	11/18/2024				
7700 Center Bay Drive	Landscape	Citation	11/19/2024	$200.00			

7553 Bounty Ave	Comm Vehicle / Storage	Warning	11/19/2024				
7521 Buccaneer Ave	Property Maintenance	Warning	11/19/2024				
Various Locations	Single-Use Plastic	Inspect	11/19/2024				
7553 Bounty Ave	Special Magistrate	Order	11/19/2024		$150.00		
1601 S Treasure Drive	Property Maintenance	Warning	11/20/2024				
7601 E Treasure Drive	Sign Maintenance	Warning	11/20/2024				
7513 Adventure Ave	Bulk Trash	Warning	11/20/2024				
Various Locations	Single-Use Plastic	Inspect	11/20/2024				
Treasure Island	Dead Storage	Removed	11/21/2024				
7508 W Treasure Drive	Property Maintenance	Warning	11/21/2024				
1630 S Treasure Drive	Construction Site Maint	Warning	11/21/2024				
1441 S Treasure Drive	Construction Site Maint	Warning	11/21/2024				
Various Locations	Single-Use Plastic	Inspect	11/21/2024				
Treasure Island	Prohibited sign	Removed	11/22/2024				
1600 Kennedy Cswy	Single-Use Plastic	Citation	11/22/2024	$250.00			
7601 E Treasure Dr CU3	Single-Use Plastic	Citation	11/22/2024	$250.00			
7601 E Treasure Dr CU18	Single-Use Plastic	Citation	11/22/2024	$250.00			
7552 Mutiny Ave	Bulk Trash/Blocking ROW	Warning	11/22/2024				
7601 E Treasure Drive	Trash Violation	Citation	11/22/2024		$200.00		
1630 S Treasure Drive	Noise	Warning	11/23/2024				
7529 Mutiny Ave	Prohibited Sign	Removed	11/23/2024				
7920 East Drive	Bulk Trash	Citation	11/25/2024	$200.00			
7720 Miami View Drive	WWP	Citation	11/25/2024	$250.00			
7560 W Treasure Drive	Property Maintenance	Warning	11/25/2024				
8000 West Drive	Trash	Warning	11/26/2024				
7917 West Drive	Bulk Trash	Warning	11/26/2024				
1441 S Treasure Drive	WWP	Citation	11/26/2024		$250.00		
(14) Lien Searches							
				$2,300.00	$10,650.00		

	Code	**Statistics**	**Dec-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7921 East Drive	Bulk Trash	Warning	12/2/2024				
7920 East Drive	Bulk Trash	Warning	12/2/2024				
7910 West Drive	Bulk Trash	Warning	12/2/2024				
7513 Adventure Ave	Trash	Warning	12/2/2024				
7941 East Drive	Trash	Warning	12/2/2024				
Treasure Island	Prohibited Sign	Removed	12/2/2024				
Harbor Island	Prohibited Sign	Removed	12/2/2024				
7541 Bounty Ave	WWP	Citation	12/3/2024		$250.00		
7631 Miami View Drive	Construction Site Maint.	Warning	12/3/2024				
7525 Adventure Ave	Special Magistrate	Order	12/3/2024		$1,100.00		
7401 Center Bay Drive	Blocking ROW	Warning	12/3/2024				

1600 Kennedy Cswy	Single-Use Plastic	Citation	12/4/2024		$250.00		
7927 East Drive	Bulk Trash	Warning	12/4/2024				
7521 Buccaneer Ave	Trash on ROW	Warning	12/5/2024				
7910 West Drive	WWP	Citation	12/5/2024	$250.00			
7910 West Drive	Trash	Warning	12/9/2024				
7920 East Drive	Bulk Trash	Warning	12/9/2024				
7927/7931 East Drive	Trash	Warning	12/9/2024				
7510 Coquina Drive	Bulk Trash	Warning	12/10/2024				
7927 East Drive	Bulk Trash	Warning	12/10/2024				
7601 E Treasure Dr #CU14	WWP	Citation	12/10/2024		$250.00		
7601 E Treasure Dr #CU3	Single-Use Plastic	Citation	12/10/2024		$250.00		
7601 E Treasure Dr #CU18	Single-Use Plastic	Citation	12/10/2024		$250.00		
7720 Miami View Drive	Trash Cans	Warning	12/11/2024				
7910 West Drive	WWP	Citation	12/12/2024		$250.00		
7511 Coquina Drive	WWP	Citation	12/16/2024	$250.00			
7601 E Treasure Dr #CU8	BTR	Warning	12/16/2024				
7601 E Treasure Dr #CU20	BTR	Warning	12/16/2024				
7601 E Treasure Dr #CU9	BTR	Warning	12/16/2024				
7601 E Treasure Dr #CU10	BTR	Warning	12/16/2024				
1524 Kennedy Cswy	BTR	Warning	12/16/2024				
1550 Kennedy Cswy	BTR	Warning	12/16/2024				
7510 Coquina Drive	Trash/Fence	Warning	12/16/2024				
1710 S Treasure Drive	Bulk Trash	Warning	12/16/2024				
7917 West Drive	Bulk Trash	Warning	12/16/2024				
7921 West Drive	Bulk Trash	Warning	12/16/2024				
8000 West Drive	Bulk Trash	Warning	12/16/2024				
1540 N Treasure Drive	Landscape ROW	Warning	12/18/2024				
7560 W Treasure Drive	Special Magistrate	Order	12/18/2024		$1,900.00		
7525 E Treasure Dr #803	Noise	Citation	12/18/2024		$250.00		
7927/7931 East Drive	Trash Violation	Citation	12/19/2024	$200.00			
7940 West Drive	Noise	Warning	12/22/2024				
7925 West Drive	Bulk Trash	Warning	12/23/2024				
7821 Beach View Drive	Noise	Citation	12/23/2024		$200.00		
7929 West Drive #402	WWP	Citation	12/23/2024	$250.00			
7934 West Drive #501/502	Operating/Advertising	Warning	12/23/2024				
7501 E Treasure Dr #102	BTR	Warning	12/24/2024				
7501 E Treasure Dr #103D	BTR	Warning	12/24/2024				
7501 E Treasure Dr #106	BTR	Warning	12/24/2024				
7501 E Treasure Dr #107	BTR	Warning	12/24/2024				
7501 E Treasure Dr #108	BTR	Warning	12/24/2024				
7511 Coquina Drive	WWP	Citation	12/26/2024		$250.00		
1510 S Treasure Drive	WWP	Citation	12/26/2024	$250.00			
Treasure Island	FPL Vegetation	Removed	12/27/2024				
7800 Coquina Drive	Construction Site Maint.	Warning	12/30/2024				
7410 Beach View Drive	WWP	Citation	12/31/2024		$250.00		

(19) Lien Searches							
				$1,200.00	$5,450.00		
	Code	**Statistics**	**Jan-25**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7509 Buccaneer Ave	Prohibited Signs	Warning	1/2/2025				
7700 Center Bay Drive	Commercial Vehicle	Warning	1/2/2025				
1510 S Treasure Drive	WWP	Citation	1/3/2025		$250.00		
1630 S Treasure Drive	Blocking ROW	Warning	1/6/2025				
7508 W Treasure Drive	Open/Unsecure	Warning	1/6/2025				
1872 Kennedy Cswy	Construction Site Maint	Warning	1/6/2025				
1872 Kennedy Cswy	Trash	Warning	1/6/2025				
7531 Coquina Drive	Property Maintenance	Warning	1/6/2025				
1725 Kennedy Cswy	Prohibited Sign	Warning	1/7/2025				
1666 Kennedy Cswy	Landscape Maintenance	Warning	1/9/2025				
8000 West Drive	Property Maintenance	Warning	1/9/2025				
7549 Adventure Ave	Commercial Vehicle	Warning	1/9/2025				
23-3209-001-0013	Fence Mesh	Warning	1/9/2025				
1666 Kennedy Cswy	Landscape Maintenance	Warning	1/9/2025				
8000 West Drive	Property Maintenance	Warning	1/9/2025				
7549 Adventure Ave	Commercial Vehicle	Warning	1/9/2025				
7524 W Treasure Drive	Vacant Lot Fee	Warning	1/10/2025				
1725 Kennedy Cswy	Vacant Lot Fee	Warning	1/10/2025				
1555 Kennedy Cswy	Vacant Lot Fee	Warning	1/10/2025				
23-3209-001-0020	Vacant Lot Fee	Warning	1/10/2025				
7401 Beach View Drive	Vacant Lot Fee	Warning	1/10/2025				
23-3209-001-0270	Vacant Lot Fee	Warning	1/10/2025				
23-3209-001-0250	Vacant Lot Fee	Warning	1/10/2025				
7922 East Drive	Vacant Lot Fee	Warning	1/10/2025				
23-3209-001-0013	Vacant Lot Fee	Warning	1/10/2025				
23-3209-008-1200	Vacant Lot Fee	Warning	1/10/2025				
23-3209-008-1210	Vacant Lot Fee	Warning	1/10/2025				
1356 Bay Terrace	Vacant Lot Fee	Warning	1/10/2025				
7731 Miami View Drive	Vacant Lot Fee	Warning	1/10/2025				
7508 W Treasure Drive	Vacant Lot Fee	Warning	1/10/2025				
7516 W Treasure Drive	Vacant Lot Fee	Warning	1/10/2025				
1670 S Treasure Drive	Vacant Lot Fee	Warning	1/10/2025				
7700 Center Bay Drive	Vacant Lot Fee	Warning	1/10/2025				
7548 W Treasure Drive	Vacant Lot Fee	Warning	1/10/2025				
7531 Beach View Drive	Operating/Advertising	Citation	1/13/2025	$250.00			
7531 Beach View Drive	BTR	Citation	1/13/2025	$100.00			
7421 Coquina Drive	Commercial Vehicle	Citation	1/13/2025	$250.00			
7700 Center Bay Drive	Fence Mesh	Warning	1/13/2025				
7500 Center Bay Drive	Bulk Trash	Warning	1/13/2025				

7621 Coquina Drive	Property Maintenance	Warning	1/13/2025				
7701 Miami View Drive	Recycle Container	Warning	1/13/2025				
23-3209-001-0250	Vacant Lot Fee	Warning	1/14/2025		$250.00		
23-3209-001-0270	Vacant Lot Fee	Warning	1/14/2025		$250.00		
7922 East Drive	Vacant Lot Fee	Warning	1/14/2025		$250.00		
1660 S Treasure Drive	Construction Site Maint	Warning	1/14/2025				
1657 N Treasure Drive	Landscape Maintenance	Warning	1/14/2025				
1830 S Treasure Drive	Bulk Trash	Warning	1/14/2025				
7910 West Drive	Trash	Warning	1/14/2025				
7711 Beach View Drive	Construction Site Maint	Warning	1/14/2025				
1701 N Treasure Drive	Minimum Housing	Warning	1/15/2025				
7536 Adventure Ave	Trash Cans	Warning	1/16/2025				
7521 Bounty Ave	Outside Storage	Warning	1/16/2025				
1725 Kennedy Cswy	Vacant Lot Fee	Warning	1/17/2025		$250.00		
1356 Bay Terrace	Vacant Lot Fee	Warning	1/17/2025		$250.00		
7401 Beach View Drive	Vacant Lot Fee	Warning	1/17/2025		$250.00		
7904 West Drive #601	Operating/Advertising	Citation	1/22/2025		$250.00		
7904 West Drive #601	BTR	Citation	1/22/2025		$100.00		
23-3209-001-0013	Vacant Lot Fee	Warning	1/22/2025		$250.00		
23-3209-008-1200	Vacant Lot Fee	Warning	1/22/2025		$250.00		
7920 East Drive	Bulk Trash	Citation	1/23/2025		$200.00		
7524 W Treasure Drive	Vacant Lot Fee	Warning	1/24/2025		$250.00		
7516 W Treasure Drive	Vacant Lot Fee	Warning	1/24/2025		$250.00		
7601 E Treasure Dr #CU14	Special Magistrate	Order	1/24/2025		$1,800.00		
7531 Beach View Drive	Operating/Advertising	Citation	1/27/2025	$500.00			
7531 Beach View Drive	BTR	Citation	1/27/2025	$250.00			
1840 S Treasure Drive	Trash	Warning	1/27/2025				
7505 Mutiny Ave	WWP	Citation	1/29/2025	$250.00			
7509 Buccaneer Ave	Landscape Maintenance	Warning	1/29/2025				
7533 Adventure Ave	Bulk Trash	Warning	1/29/2025				
7700 Center Bay Drive	Landscape	Citation	1/30/2025		$200.00		
1441 S Treasure Drive	Special Magistrate	Order	1/30/2025		$825.00		
7548 W Treasure Drive	Vacant Lot Fee	Warning	1/31/2025		$250.00		
7556 Bounty Ave	Bulk Trash	Warning	1/31/2025				
(21) Lien Searches							
				$1,600.00	$6,375.00		

	Code	**Statistics**	**Feb-25**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7421 Coquina Drive	Commercial Vehicle	Citation	2/3/2025		$250.00		
7531 Beach View Drive	BTR	Citation	2/3/2025		$100.00		
7531 Beach View Drive	Operating/Advertising	Citation	2/3/2025		$250.00		
7821 Coquina Drive	Recycle Cans	Warning	2/3/2025				

7800 Center Bay Drive	Recycle Cans	Warning	2/3/2025				
7530 Miami View Drive	Recycle Cans	Warning	2/3/2025				
7530 Coquina Drive	Bulk Trash	Warning	2/4/2025				
7711 Beach View Drive	Construction Site Maint	Warning	2/4/2025				
1455 N Treasure Drive #5B	WWP	Citation	2/5/2025	$250.00			
7721 Coquina Drive	Prohibited Sign	Warning	2/5/2025				
7421 Coquina Drive	Trash	Warning	2/5/2025				
1455 N Treasure Drive #5B	WWP	Citation	2/6/2025		$250.00		
1872 Kennedy Cswy	Construction Site Maint	Warning	2/6/2025				
7510 Coquina Drive	Recycle Cans	Warning	2/7/2025				
1700 Kennedy Cswy #110	BTR/CO	Warning	2/7/2025				
23-3209-000-0030	Vacant Lot Fee	Warning	2/10/2025		$250.00		
7917 West Drive	Bulk Trash	Warning	2/11/2025				
7516 W Treasure Drive	Trash/Landscape	Warning	2/11/2025				
1630 S Treasure Drive	Noise	Citation	2/11/2025		$250.00		
1872 Kennedy Cswy	Fence Maintenance	Warning	2/11/2025				
7520 W Treasure Drive	Trash	Warning	2/12/2025				
7509 Buccaneer Ave	Construction Site Maint.	Warning	2/12/2025				
Treasure Island	Prohibited Sign	Removed	2/12/2025				
Treasure Island	Prohibited Sign	Removed	2/12/2025				
7520 W Treasure Drive	Trash Cans	Warning	2/12/2025				
7601 E Treasure Drive	Driveway Maintenance	Warning	2/12/2025				
7410 Beach View Drive	Stagnant Water	Citation	2/12/2025		$200.00		
1670 S Treasure Drive	Vacant Lot Fee	Warning	2/12/2025		$250.00		
Treasure Island	Derelict Vehicle	Reported	2/13/2025				
7528 Mutiny Ave	Bulk Trash	Warning	2/13/2025				
7509 Buccaneer Ave	Noise	Citation	2/13/2025	$250.00			
7700 Coquina Drive	WWP	Citation	2/13/2025	$250.00			
7536 Bounty Ave	Trash/Recycle Cans	Warning	2/13/2025				
7710 Coquina Drive	WWP	Citation	2/13/2025				
7531 Beach View Drive	Operating/Advertising	Citation	2/18/2025		$500.00		
7531 Beach View Drive	BTR	Citation	2/18/2025		$250.00		
1601-47 N Treasure Drive	Construction Site Maint	Warning	2/20/2025				
7920 East Drive	Bulk Trash	Citation	2/20/2025		$200.00		
7710 Coquina Drive	WWP	Citation	2/20/2025		$250.00		
1630 S Treasure Drive	Blocking ROW	Warning	2/21/2025				
1630 S Treasure Drive	Construction Site Maint.	Warning	2/21/2025				
7509 Buccaneer Ave	Noise	Citation	2/21/2025		$250.00		
7509 W Treasure Drive	Construction Site Maint.	Warning	2/21/2025				
7521 Coquina Drive	Noise	Citation	2/22/2025	$250.00			
7545 E Treasure Drive	Trash Violation	Warning	2/24/2025				
1400 S Treasure Drive	WWP	Citation	2/24/2025	$250.00			
7516 W Treasure Drive	Open/Unsecure	Warning	2/24/2025				
7560 W Treasure Drive	Property Maintenance	Citation	2/24/2025	$250.00			
1755 Kennedy Cswy	Trash/BTR	Warning	2/25/2025				

1755 Kennedy Cswy	WWP	Warning	2/25/2025				
7521 Coquina Drive	Noise	Citation	2/25/2025	$250.00			
7521 Bounty Ave	BTR	Warning	2/25/2025				
1725 Kennedy Cswy	Landscaping	Warning	2/25/2025				
7521 Bounty Ave	BTR	Warning	2/25/2025				
7521 Bounty Ave	Operating/Advertising	Warning	2/25/2025				
7521 Coquina Drive	Noise	Citation	2/26/2025		$250.00		
7501 Adventure Ave	Stagnant Water	Warning	2/26/2025				
1601-47 N Treasure Drive	Special Magistrate	Order	2/26/2025		$6,875.00		
7945 East Drive #106	Noise	Warning	2/27/2025				
1872 Kennedy Cswy	Fence Maintenance	Warning	2/27/2025				
7513 W Treasure Drive	Special Magistrate	Order	2/27/2025		$1,700.00		
7521 Mutiny Ave	Unsafe Structure	Posted	2/28/2025				
7928 West Drive	Construction Site Maint	Warning	2/28/2025				
(20) Lien Searches							
				$1,750.00	$12,075.00		

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

ITEM NO. 10.A

North Bay Village
Recommendation Memorandum

DATE: March 18, 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 February 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's Advisory Boards.

Village Commission	Planning and Zoning Board	Advisory Boards [All Boards]	Town Hall/Special Magistrate/Others
1	1	4	3

Public Notices

The Village Clerk's Office issued a total of eleven (11) Public Meeting Notices for February 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.

Meeting Minutes

Village Commission
* February 18, 2025 - Regular Commission Meeting

Planning & Zoning Board
* February 12, 2025

Execution of Documents

Resolutions	Agreements

Records Management / Building Department Property Files
* CAP Government

Boxes Taken off-site
Regular banker boxes: 167
Storage boxes with plans: 14

Total boxes prepped - 90
Total boxes scanned - 88
Total uploaded to Laserfiche - 88
Total boxes pending - 79

Taken off-site (storage boxes with plans) - 14
Total boxes scanned - 9
Total uploaded to Laserfiche - 9
Total boxes pending - 5

Business Tax Receipt - Update
As of February 11, 2025, the number of businesses pending a submittal for a County Certificate of Use has significantly reduced to 6. 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	6
Under Review by DERM for a CU	20

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
February 2025 - PRR LOG.pdf

Last Updated: 3/10/2025 11:54

Public Records Request Log - February 2025

DATE	NAME (REQUESTOR)	DEPARTMENT	REQUESTED INFORMATION	COST	RESPONSE DATE (BUSINESS DAYS) CLOSED / COMPLETED
2/3/2025	Simone Stewart - Traffic Misdemeanor Division / State Attorney	Police	BWC: AKM65YE NBV PD Case Number: 202400066530	N/A	2/2/2025
2/3/2025	Frank Sorrells, PHR - Water/Wastewater Engineering Division / Broward County	HR	Employee File for Marlon Lobban	N/A	2/13/2025
2/3/2025	Janine Rugas foia@buildzoom.com	Building	BLDG Permit Records from November 15, 2024 - PRESENT -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	2/4/2025 2/14/2025
2/4/2025	Manuel Hernandez - Assistant State Attorney / State Attorney	Police	BWC: NBV PD Case Number: 240829270338	N/A	2/26/2025
2/5/2025	Edward Ryan Bradley ryan@thebradleylawfirm.com	Police	NBV PD Case Number: 202500006914 Please provide all pictures, videotape (including dash camera and body camera) footage, and surveillance footage from any traffic cameras within 1 mile east of the intersection of Harbor Island Drive and SR 934 from 10:20 p.m. to 10:30 p.m.	$ 710.19	PENDING PAYMENT
2/5/2025	Marilin Gonzalez - Purchasing Aide / City of Hialeah	Village Clerk	Branding Materials and Proposals	N/A	2/5/2025
2/5/2025	Jack McAllister - Traffic Branch; NDJC Hialeah / State Attorney	Police	BWC: AKM6LQE NBV PD Case Number: 202400070037	N/A	2/10/2025
2/5/2025	Jack McAllister - Traffic Branch; NDJC Hialeah / State Attorney	Police	BWC: AKM6PQE NBV PD Case Number: 2025000172	N/A	2/10/2025
2/6/2025	One Step Lien Search Responses@Onesteplien.com	Building Code Enforcement	1865 JFK - SUITE 16F Lien Search	$ 100.00	2/19/2025
2/6/2025	Tamara Huie - DUI Secretary / State Attorney	Police	BWC: AKM6GEE NBV PD Case Number: 202400068796	N/A	2/10/2025
2/7/2025	Jack McAllister - Traffic Branch; NDJC Hialeah / State Attorney	Police	BWC: AI8DQPE NBV PD Case Number: 202400036575	N/A	2/10/2025
2/7/2025	Vladimir-Madeleine Van Rosenthal	Building Village Clerk	7720 Center Bay Drive - All permits prior to 2021.	N/A	2/20/2025

2/10/2025	Alex Rodriguez - City Land Use Experts [C.L.U.E.]	Village Clerk	Sakura Restaurant - 1355 Kennedy Causeway Microfilms	N/A	2/10/2025
2/10/2025	Daniela Rovelo-Padgett daniela@oceanconsultingfl.com	Public Works	7928 W Drive - 23-3209-036-0001 Civil Plans and Permits: Drains; Wells/Outfalls	N/A	2/11/2025
2/10/2025	Dayanna Herrera - Luxapatio and the Patio District	Building Village Clerk	6/23/2003 Permit for 7700 Miami View Drive	N/A	2/18/2025
2/10/2025	Jack McAllister - Traffic Branch; NDJC Hialeah / State Attorney	Police	BWC: AI8EK8E NBV PD Case Number: 26084755	N/A	2/26/2025
2/11/2025	Tammy Wellons - MIAMI DADE STATE ATTORNEY's OFFICE	Police	BWC: B25001358 NBV PD Case Number: 202400069939	N/A	1/9/2025
2/11/2025	Jack McAllister - Traffic Branch; NDJC Hialeah / State Attorney	Police	BWC:AKM70KE NBV PD Case Number: 202500003036	N/A	2/11/2025
2/11/2025	Herman Chaviano - Design Tech INC. hermanc@dtiarchitects.com	Public Works	Presidente Supermarket 32 1600 JFK	N/A	2/14/2025
2/11/2025	Parker Newell parker@miamichristmaslights.com	Village Clerk Finance	1. Contracts related to decorative or holiday lighting and décor 2. Purchase Orders related to decorative or holiday lighting and décor 3. Solicitations (RFPs, RFQ, ITBs, ITQ, Piggy Backed contracts, etc) procured by municipality relating to holiday decor/lights and decorative lighting. 4. All responses to above mentioned solicitations. 5. All grading, analysis, comments and reviews to above mentioned solicitations. 6. Any documents, including emails, for any complaints or unsatisfactory work provided by a City contractor related to decorative or holiday lighting and décor	N/A	2/21/2025
2/11/2025	Jack McAllister - Traffic Branch; NDJC Hialeah / State Attorney	Police	BWC: AKM6WKE NBV PD Case Number:	N/A	2/26/2025
2/11/2025	Jack McAllister - Traffic Branch; NDJC Hialeah / State Attorney	Police	BWC: AKM6X1E NBV PD Case Number:	N/A	2/26/2025
2/12/2025	Jack McAllister - Traffic Branch; NDJC Hialeah / State Attorney	Police	BWC: AI8EBHE NBV PD Case Number: 202400044009	N/A	2/12/2025
2/12/2025	Jack McAllister - Traffic Branch; NDJC Hialeah / State Attorney	Police	BWC: AI8EEJE NBV PD Case Number: 202400046071	N/A	2/12/2025
2/12/2025	Jack McAllister - Traffic Branch; NDJC Hialeah / State Attorney	Police	BWC: AI8EQTE NBV PD Case Number: 202400051972	N/A	2/12/2025
2/12/2025	Jack McAllister - Traffic Branch; NDJC Hialeah / State Attorney	Police	BWC: AI8ETME NBV PD Case Number: 202400053231	N/A	2/12/2025
2/12/2025	Jack McAllister - Traffic Branch; NDJC Hialeah / State Attorney	Police	BWC: AI8EW7E NBV PD Case Number: 202400054426	N/A	2/12/2025

2/13/2025	Dianela Alvarado	Police	BWC: AI8EXNE NBV PD Case Number: 202400054755	N/A	2/13/2025
2/13/2025	Carter Varin - Analyst / Blanca Commercial Real Estate	Village Clerk	Survey for 7909-7911 E Drive	N/A	2/14/2025
2/13/2025	Jessica Aujla mariaalvarez@miamisao.com	Police	OIR for Court case F25002115	N/A	2/26/2025
2/13/2025	Jessica Aujla mariaalvarez@miamisao.com	Police	BWC: F25002115 NBV PD Case Number: 202500007264	N/A	2/27/2025
2/17/2025	Gary Scott - Traffic Division / State Attorney	Police	BWC: AI8F9QE NBV PD Case Number: 202400060053	N/A	2/18/2025
2/17/2025	Joe Balber - Property Key jbalber@propertykey.com	Village Clerk Code Enforcement	NBV - Code Violation Report	N/A	2/18/2025
2/17/2025	Johanna Avalos - Billing Specialist / mi-tech.us	Public Works	7541 Mutiny Avenue - Utilities	N/A	ADDITIONAL INFORMATION REQUIRED.
2/18/2025	Josy Infante - Sales Administrative Assistant / FLEng.com	Building	Outdoor Lighting Standards Certifications (Form-62) that were submitted in 2024: Specifically, I am seeking a complete LIST of submissions (if any that your county has sent out) about the mandatory building code below - Illumination levels may not exceed 0.5 footcandles at the property line where the neighboring property is a residential use or zoned for residential use. - Illumination levels may not exceed 1.0 footcandles at the property line for all other uses. - Lighting facilities and other uses shall be arranged and operated to prevent direct glare or hazardous interference to adjoining streets and residentially designated property. - All lighting, regardless of location, shall be designed to prevent direct glare and light spillage onto adjacent streets and properties. - Outdoor lighting shall be achieved by using the lowest wattage of lamp as possible to provide the amount of light needed according to standards provided by the Illuminating Engineering Society of North America (IESNA).	N/A	2/18/2025
2/19/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM65HE NBV PD Case Number:	N/A	2/19/2025
2/19/2025	Simone Stewart - Traffic Misdemeanor Division / State Attorney	Police	BWC: AKM669E NBV PD Case Number: 202400066590	N/A	2/19/2025
2/19/2025	Treasure Isle Care Center Maintenance@treasureislecarecenter.com Administrator@treasureislecarecenter.com ANHA@treasureislecarecenter.com	Village Clerk	Treasure Isle Care Center - 1735 North Treasure Drive: Plans - grease trap.	N/A	2/20/2025

2/20/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM7FAE NBV PD Case Number: 202500007629	N/A	2/20/2025
2/20/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM78PE NBV PD Case Number: 202500006175	N/A	2/20/2025
2/20/2025	Lynelle Klein - Senior VP of Operations / Colin Baenziger and Associates	Village Clerk	Can you please tell me the current salary for your Manager / Administrator, Frank Rollason, and provide a copy of his employment contract?	N/A	2/21/2025
2/21/2025	Dorelys Osuna dosuna@keithteam.com	Public Works Village Clerk	As-Built Drawings for 8020 E Drive	N/A	3/4/2025 3/6/2025
2/24/2025	Dayanna Herrera - Luxapatio and the Patio District	Building Village Clerk	Pool Plans/Permits for 7700 Miami View Drive	N/A	2/24/2025
2/24/2025	Luciene Cofresi - VP of International Sales / St. Regis Residences Sunny Isles Beach + The Chateau Group / Fortune International Group	Village Clerk	7500 Coquina Drive - 2004 Roof Permit	N/A	2/26/2025
2/25/2025	Marisa Stevenazzi - Real Estate Broker Investors 1 Realty, INC. philippedemiami@gmail.com principalrealtor@aol.com 786-486-8471	Village Clerk	1455 N Treasure Drive - Plumbing Plans/Permits - requestor arrived in person to request document. There is no e-mail trail.	N/A	2/26/2025
2/25/2025	Brad Sonnett Florida Pro Roofing yariv@flproroofing.com monika@flproroofing.com	Village Clerk	7512 Cutlass Avenue - Roof/House Frame Plans - request arrived via phone call. Requestor claims to have sent several e-mails, but none are on IB Inbox.	N/A	2/26/2025
2/26/2025	Belkis Martinez - Legal Asssistant / State Attorney	Police	BWC: AKM7W5E NBV PD Case Number: 202500012276	N/A	2/26/2025
2/26/2025	Inga Accarpio 11 Invest Pro, LLC ingaaccarpio@gmail.com	Village Clerk Building	7548 Adventure Avenue Plans and Permits	N/A	3/4/2025
2/11/2025 2/21/2025	Natalia Aviman natalia@avimanconsulting.com	Village Clerk Building	7801 Center Bay Drive Plans from 2017 - PRESENT	N/A	2/18/2025 2/21/2025
2/14/2025 2/20/2025	Theodore Enfield legalassistant@theodoreenfield.com Rosa Santoro - Legal Assistant / Theodore H. Enfield	Police	NBV PD Case Number: 202500008756	N/A	2/27/2025
2/5/2025 2/14/2025	Daniel Cohen dcohennews@gmail.com	Police	NBV PD Case Number: 202500006914	$ 710.19	PENDING PAYMENT

ITEM NO. 11.A

North Bay Village
Recommendation Memorandum

DATE: March 18, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDED INTERLOCAL AGREEMENT FOR INCLUSION IN THE MIAMI-DADE COUNTY CURBSIDE RECYCLING PROGRAM; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve the First Amended Interlocal Agreement with Miami Dade County for continued inclusion in the Curbside Recycling Program.

BACKGROUND AND ANALYSIS

On December 9, 2008, the Village Commission adopted Resolution No. 2008-46 and entered into an Interlocal Agreement to participate in the Miami-Dade County curbside recycling program for single-family residences.

In July 2024, Miami-Dade County awarded new curbside recycling collection contracts, replacing the Village's existing agreements with the County from 2008. The Village currently pays a monthly fee of $2,398.50 for services covering 410 households, with adjustments based on the Consumer Price Index (CPI), capped at a 3% increase from the previous year.

On February 19, 2025, the Board of County Commissioners adopted Resolution R147-25, approving and authorizing the execution of a First Amended Interlocal Agreement with any municipality for inclusion in the County Curbside Recycling Program.

The highlights of the proposed agreement are as follows:

1. Section IV: Recycling Service: adds Section 15-2 of the Code, which requires cities to

comply with proper recycling and also includes compliance with the contamination abatement program.

2. Section VI: Payments: Defines the New Recycling Contracts (approved in July by the Board) with no rate changes until October 2025. Incorporates Living Wage and CPI adjustments from the New Recycling Contracts. Increases CPI cap from 3% to 5%, with a True-up clause each September beginning 2026.

Proposed monthly cost per household to be paid:
* $6.14 for every other week service = $2,517.40 monthly (The Village currently pays a monthly fee of $2,398.50)
* $7.79 for weekly service = $3,193.90 monthly
* $7.97 for manual service = $3,267.70 monthly

3. Section IX: Enforcement: adds language to require compliance with section 15-2 of the Code that references recycling and the contamination abatement program. This section also includes a requirement of the municipality to notify the County if it cannot enforce the contamination abatement program. In addition, it includes language to provide training to the municipality on enforcement.

4. Section XXVII: Term: includes an out clause by mutual consent of both parties with 180 days' notice.

It is recommended that the Village Commission approve the proposed first amendment to the Interlocal Agreement with Miami-Dade County for the curbside recycling program. The Village intends to maintain its current biweekly pickup schedule.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Budgeted under GL#430-37-534-4304

PERSONNEL IMPACT
none

ATTACHMENTS
Resolution Approving County First Amended Recycling ILA.DOCX
Exhibit A-First Amended ILA -Curbside Recycling Service.DOCX
Resolution No. R-147-25__Certified Copy.pdf
2010-10-11 - Miami-Dade County - Curbside Recycle.pdf

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDED INTERLOCAL AGREEMENT FOR INCLUSION IN THE MIAMI-DADE COUNTY CURBSIDE RECYCLING PROGRAM; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 9, 2008, the North Bay Village (the "Village") Commission adopted Resolution No. 2008-46 approving and authorizing the execution of an Interlocal Agreement for Inclusion in the Miami-Dade County (the "County") Curbside Recycling Program which provides residential curbside recycling services to residential dwellings within the Village (the "Program"); and

WHEREAS, on July 16, 2024, the County approved new recycling contracts with contractors for the provision of recycling collection, processing, cart manufacturing, and delivery services, or other recycling services as necessary to continue providing the Program; and

WHEREAS, on February 19, 2025, the Board of County Commissioners adopted Resolution No. R-147-25 authorizing the execution of a First Amended Interlocal Agreement with any municipality for inclusion in the Program, which adds provisions such as compliance requirements with section 15-2 of the County Code, an increase to the consumer price index cap from 3% to 5%, and a "true-up" clause to facilitate the Department of Solid Waste Management recouping its costs (the "First Amended ILA"); and

WHEREAS, the Village Commission desires to approve and authorize the Village Manager to execute the First Amended ILA, in substantially the form attached hereto as Exhibit "A," for the Village's inclusion in the Program; and

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

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

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

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

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

Section 4. Implementation. That the Village Manager is hereby authorized to take such further action as may be necessary, including the expenditure of budgeted funds, to implement the purpose and provisions of this Resolution.

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

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

Mayor 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

FIRST AMENDED INTERLOCAL AGREEMENT FOR INCLUSION IN THE MIAMI-DADE COUNTY CURBSIDE RECYCLING PROGRAM

MUNICIPALITY: NORTH BAY VILLAGE

This First Amended Interlocal Agreement ("Agreement") is made and entered into this _____ day of_____, 2025, by and between Miami-Dade County ("County") and North Bay Village ("Municipality") in order that the Municipality may be included as a portion of the COUNTY SERVICE AREA to be provided with curbside collection of recyclable materials ( ) every other week service or ( )weekly service (the "Service Frequency"), under the terms and conditions agreed to between the County and any Contractors that the County enters into contracts with for the provision of Recycling Collection Services, Recycling Processing Services, Recycling Cart Manufacturing, and Delivery Services, or other Recycling Services as necessary. Such curbside collection service shall be provided on _____ of the week, given the Service Frequency selected above.

Section I: Definitions

In all instances, terms used in this Agreement shall have the definitions contained in any Contracts that the County enters into contracts with for the provision of Recycling Collection Services, Recycling Processing Services, Recycling Cart Manufacturing, and Delivery Services, or other Recycling Services as necessary ("Contracts").

Section II: County Services Area - Municipality's Portion

The Municipality's portion of the entire County Services Area is designated on the attached Map (Exhibit "A"), incorporated herein by reference.

Section III: Agreement Governs; Entire Agreement

This Agreement supersedes any previous agreements that the County and the Municipality may have previously had for recycling services.

Section IV: Recycling Service

Residents of single-family housing within the Municipality will be provided with curbside collection service of recyclable materials in the manner provided for in the Contracts. All residents included in the program will be responsible for preparing and placing materials in the manner specified pursuant to the Contracts including complying with Section 15-2 of the Code of Miami-Dade County, Fla. (the "Code"). In addition, all participating residents of the Municipality will be eligible to call the County's 3-1-1 Answer Center to receive assistance and information regarding recycling services provided to them.

Collection of materials will take place on a schedule consistent with the hours and days provided for the unincorporated area. Days or hours differing from the unincorporated area collection service but coinciding with regular garbage or trash service within the Municipality (e.g., Wednesday and Saturdays) may be provided subject to negotiation and agreement with the Contractor and approval by the County.

Section V: Authorization/Responsibilities

The Municipality hereby authorizes the County to act on its behalf in the administration of the contract for this recycling service in the areas of municipal jurisdiction. However, the Municipality will be responsible for monitoring all aspects (i.e., collection days, hours,

equipment, and personnel) of any Contractor's performance within its jurisdiction and reporting any problems or violations to the County in order to initiate corrective action in accord with the Contracts.

The Municipality agrees to abide by all those terms and conditions that the County agrees to meet as contained in the Contracts except as modified herein. The County will use the existing list of residential households unless otherwise agreed to by the Municipality and the County.

The Municipality agrees to provide the County with an update of additions and deletions to this list each month in a format specified by the County. The Municipality shall deliver this update to the County on the first day of the month. Any discrepancies between the Municipality's monthly house count and the Contractor's monthly billing allocated to the Municipality shall be reconciled through a field inspection to be performed by the County within sixty (60) days, with any corrections to be reflected in the subsequent month's billing to the Municipality.

Section VI: Payments

1. Monthly Payments
   In compensation for the provision of this recycling collection service on a regular basis, the Municipality will make monthly payments to the County in an amount equal to the Monthly Fee or such other fee, as negotiated subject to approval by the County and the Municipality, times the average number of Residential Properties serviced during that month within the Municipality's portion of the entire County Service Area. This payment will not be dependent upon the number of households participating in the program but will be a flat rate for each household. The County will charge the Municipality consisting of the costs to the residents within the area of the Municipality.

2. First Six Months' Fee
   During the first six (6) months (between April 1, 2025, through September 30, 2025) of this First Amended Interlocal Agreement, the cost for collection and processing will be $_____ per household per month, starting April 1, 2025. The fee is based on the new rates, costs, and fees established in the new recycling contracts that were approved by the Board of County Commissioners on July 16, 2024, (New Recycling Contracts). This fee is consistent with the cost that residents in the unincorporated area are paying for the same period. The fee also includes County administrative fees.

3. Subsequent Fiscal Year Fee
   During the ensuing fiscal year (between October 1, 2025, and September 30, 2026), and all fiscal years thereafter through the final year of the Agreement, the monthly fee paid by the Municipality to the County for the services to be provided will be invoiced on a per household rate for collection and processing. The portion of the fee related to the curbside recycling collection rate will be adjusted by the County's Living Wage (Section 2-8.9 of the Code), effective October 1st of each year, as established in

the New Recycling Contracts. Living Wage adjustments shall be based on the percentage change for the Living Wage for that year. The portion of the fee related to recycling processing will be adjusted on changes in the Consumer Price Index ("CPI"), for All Urban Consumers, all items in South urban, not to exceed five percent (5%) and subject to a True-Up as referenced in subsection 4 below. The Amount paid per household shall be extended to all households served based on the household counts provided by the County in accordance with provisions of this Agreement.

4. True-Up Costs
   The new recycling contracts have a cumulative term of ten (10) years. This Agreement includes a transitional year, comprised of the last six (6) months of the bridge extension letter agreement executed by the Municipality and the County for the provision of curbside recycling program services and the first six (6) months of this Agreement.

   In the event that the actual contractor costs exceed the five percent (5%) CPI cap in a given fiscal year, the amount of the increase above the five percent (5%) cap shall be "trued-up" each September throughout the term of the Agreement, beginning September 2026. The true-up costs shall allow the County to recoup its costs, including adjustments to the Living Wage and CPI adjustments above the five percent (5%) cap. In addition, the Municipality will receive a proportional credit based on the Average Median Value related to the sale of processed recyclable materials. The processing fee may also be adjusted, based on the results of an annual recycling contamination study. These true-up costs will be reconciled and invoiced annually in September, beginning September 2026.

5. Payment and Invoice Terms
   The Municipality shall be responsible for delivering payment for recycling collection services to the County within thirty (30) days of the date of an invoice from the County. The County shall be responsible for making the total Monthly Payment for the entire Service Area, including the Municipality's portion, to the Contractor in accord with the Contract.

Section VII: Carts

The County shall be responsible for purchasing a sufficient number of carts to provide a cart to each Residential Property in the program. All carts delivered within the incorporated area shall be the property of the Miami-Dade County Recycling Program and will be printed with the County's information, and not the Municipality's. These carts are for the permanent use of the household to which they are delivered for the specific purpose of participation in the curbside recycling program. The carts are intended to remain with each property through the life of any contracts and/or any subsequent extensions. In the event that a unit's residents vacate the property, the carts shall remain at that location for use by the subsequent residents. The Municipality shall not mark or label the carts in any fashion.

New carts shall be placed at newly constructed and legally occupied Residential Properties added into the program by the County at no cost to the resident or the Municipality.

Lost or stolen carts will be reported to the County and will be replaced by the County within a timeframe consistent with the timeframes provided to residents of the unincorporated area.

In the event that the Municipality withdraws from this Interlocal Agreement prior to the final debt payment for recycling carts, the Municipality will pay the remaining amortized cost of those carts remaining in the Municipality within one year of withdrawal.

Section VIII: Reporting

The County shall send the Municipality correspondence in a manner and on a schedule mutually agreed upon by the Municipality and the County. The Municipality shall also be sent a copy of any Annual Reports required by the contracts.

The staff of the Municipality will also be notified of all and may attend any regular meetings held with the Contractor to review performance.

Section IX: Enforcement

1. Protection of Recyclable Materials
   The Municipality agrees to take all reasonable steps necessary to protect the County's ownership of all recyclable materials placed at curbside for collection under the terms of the Contracts. This includes, but is not limited to, the preparation and submission of an anti-scavenging ordinance to ensure that recyclable materials are not removed or diverted prior to collection. The Municipality's staff shall propose and implement anti-scavenging laws in accordance with agreements made between the Municipality and the County.

2. Municipal Responsibility for Enforcement
   Unless otherwise provided by County ordinance, the Municipality shall be responsible for enforcing the recycling program within its incorporated limits. This responsibility includes adherence to the applicable provisions of Section 15-2 of the Code regarding contamination abatement and recycling program compliance.

3. Enforcement of Contamination Abatement Ordinance
   The Municipality shall enforce the County's Contamination Abatement Ordinance (Section 15-2 of the Code) by monitoring and addressing contamination levels in the Curbside Recycling Program. Specifically:
   a) Recycling carts found to contain unacceptable materials shall be tagged by the Municipality's designated personnel.
   b) After the fourth and any subsequent tagging events, the Municipality shall notify the County to assess a fee to the property owner or resident in accordance with the established fee structure set forth in the Code.

c) The County shall be authorized to enforce such fees and ensure compliance, including issuing notices and conducting follow-up actions to reduce contamination rates.

d) Should the Municipality not have the capacity or capability to enforce the contamination abatement requirements of Section 15-2 of the Code, the Municipality shall delegate enforcement to the County in writing, and agree and allow for the collection of fees from property owners in accordance with the Code.

e) The Municipality agrees that the County or subcontractor of the County may collect contaminated recycling materials from within its Municipality.

4. Training and Education
   The County agrees to provide initial training to Municipal enforcement officers on recycling contamination abatement within thirty (30) days of the execution of this Agreement. This training will focus on proper tagging procedures, identifying unacceptable materials, and understanding the enforcement of the associated fees. Future training may be provided upon request by the Municipality or when necessary to address changes in the recycling program or regulations.

5. Ongoing Compliance and Collaboration
   The Municipality and the County agree to collaborate in the ongoing monitoring and enforcement of recycling program standards. The Municipality shall notify the County of any significant issues related to contamination levels, and both parties shall work together to resolve challenges and improve program compliance.

Section X: Program Revisions

Minor program adjustments affecting the entire Service Area may be made from time to time as agreed to by the County and the Contractors. Such minor adjustments could include, but would not be limited to, such items as variations in the required preparation of materials by the resident or hours of collection. In the event that such changes require notice to the residents, the County and the Contractors shall jointly take full responsibility for providing adequate notice to all of the residents.

Any major program changes having a material impact on the financial relationship among the parties or resulting in substantial variation in the amount and type of Recyclables collected shall be subject to review by the Municipality. However, the County reserves the right to change or modify the Contract, and the Municipality agrees to be bound thereby without separate written amendment to this Agreement as long as the unincorporated and incorporated areas are affected equally by such modification(s).

Section XI: Liquidated Damages

In the event that the Contractor fails to perform in accord with the Contract, liquidated damages will be imposed by the County as provided for in the Contracts.

Section XII: Service Initiation Schedule
The County will provide the delivery of carts and provide for the collection of Recyclable Materials to the Municipality within 60 days of execution of this Agreement. Service will commence within two weeks of receipt of each household's receipt of a cart.

Section XIII: Other Recycling Program Options
The Municipality and the County may negotiate any other recycling options at a cost and scope agreeable to both parties.

Section XIV: Default/Termination
Failure of the Municipality to make payment to the County in accord with the provisions of Section VI of this Agreement shall constitute default. In the event that such default occurs, the County shall provide written notice to the Municipality concerning the nature of this default. The Municipality shall have thirty (30) days from the date of the notice in which to resolve the default. The County shall have the option to terminate this Agreement and/or withhold local revenue that the County distributes to the Municipality in an amount sufficient to pay for all recycling services provided to date for which the Municipality has failed to make payment.

Either party may terminate this Agreement without cause by communicating the desire to do so in writing 30 days prior to the termination date.

Section XV: Grant Funds
The Municipality may choose to utilize any grant funding available to pay all or part of the monthly payments due to the County.

Section XVI: Amendment to Agreement
Except as otherwise provided for herein, this Agreement may be modified, altered, or amended only by a written amendment duly executed by the parties hereto. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

Section XVII: Headings
Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

Section XVIII: Approvals
Whenever approval of a Party is required by this Agreement, such approval shall not be unreasonably withheld.

Section XIX: Performance by Parties
Except as otherwise provided in this Agreement, in the event of any dispute arising over the provisions of this Agreement, the parties shall proceed with the timely performance of their obligations during the pendency of any legal or other similar proceedings to resolve such dispute.

Section XX: Rights of Others
Nothing in the Agreement express or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

Section XXI: Counterparts
This Agreement may be executed in one or more counterpart(s), each of which shall be deemed an original.

Section XXII: Waiver
There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement.

Section XXIII: Time is of Essence
It is mutually agreed that time is of the essence in performing all terms and conditions to be kept and performed pursuant to this Agreement.

Section XXIV: Representations of the County
The County represents that

(1) this Agreement has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of the County, and

(2) it has the required power and authority to perform this Agreement.

Section XXV: Representations of the Municipality
The Municipality represents that

(1) this Agreement has been duly authorized, executed and delivered by the Board of Commissioners as the governing body of the Municipality, and

(2) it has the required power and authority to perform this Agreement.

Section XXVI: Approvals and Notices
Notices and approvals required by or pursuant to this Agreement shall be written and served both electronically, and by either (i) registered or certified mail with return receipt requested, (ii) personally by courier service, or (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight, addressed to the parties as follows:

COUNTY
Miami-Dade County Department of Solid Waste Management
c/o Aneisha Daniel, PhD, Director
2525 NW 62nd Street, 5th Floor
Miami, FL 33147
Email: aneisha.daniel@miamidade.gov

AND

County Attorney's Office
c/o David Stephen Hope, Asst. County Attorney
111 NW 1st Street, 28th Floor, Miami, FL 33128
Email: David.Hope@miamidade.gov

MUNICIPALITY:
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)

Section XXVII: Term
The initial term of this Agreement shall begin on the date of execution of this Agreement and end within one hundred eighty (180) days of either party requesting termination. Upon any and all renewal(s) of the Contracts in accordance with Article1 thereof, this Agreement shall automatically be extended without separate written amendment for the term(s) of any and all such renewal period(s). This Agreement can only be terminated without cause upon written consent of both parties. The County may extend this Agreement after the processing agreement ends for up to an additional two (2) one hundred-eighty (180) calendar day periods.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or Mayor's designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and North Bay Village, Florida has caused this Agreement to be executed in its name by the Village Manager, attested by the Village Clerk and has caused the seal of the Village to be hereto attached, all on the day and year first written above.

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

ATTEST:

JUAN FERNANDEZ-BARQUIN
CLERK OF THE BOARD

By: _____
Deputy Clerk

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

By: _____
Daniella Levine Cava
Mayor, Miami-Dade County

Approved by County Attorney
as to form and legal sufficiency.

By: _____
Assistant County Attorney

ATTEST:

By: _____
Alba L. Chang, CMC
Village Clerk

NORTH BAY VILLAGE, FLORIDA

By: _____
Frank Rollason
Village Manager

Approved by Village Attorney
As to form and legal sufficiency

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

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(M)(2)

TO:	Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners	**DATE:**	February 19, 2025
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Resolution authorizing the execution of a first amended interlocal agreement with any municipality for inclusion in the Miami-Dade County curbside recycling program and authorizing the County Mayor to enter into such agreements and execute these agreements in substantially the form attached, and exercise all provisions contained in the agreement including renewal and termination

Resolution No. R-147-25

The accompanying resolution was prepared by the Solid Waste Management Department and placed on the agenda at the request of Prime Sponsor Commissioner Raquel A. Regalado.

Geri Bonzon-Keenan
County Attorney

GBK/jp

Memorandum

MIAMI-DADE COUNTY

Date: February 19, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
County Mayor

Subject: First Amended Interlocal Agreement for Inclusion in the Miami-Dade County Curbside Recycling Program

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Executive Summary

The purpose of this item is to seek authorization by the Board of County Commissioners ("Board") to approve a First Amended Interlocal Agreement for Inclusion in the Miami-Dade County Curbside Recycling Program. There are currently nine (9) municipalities that participate in the County's program: El Portal, Florida City, Medley, Miami Beach, Miami Springs, North Bay Village, South Miami, Virginia Gardens, and West Miami. These municipalities have over 16,600 households, most of which receive every other week service. The Department of Solid Waste Management ("DSWM" or the "Department") also provides weekly service or manual services to some municipalities. The service is provided to all single-family homes, duplexes, triplexes and some cluster homes of four or less dwelling units in the Waste Collection Service Area ("WCSA") and partner municipalities.

Recommendation

It is recommended that the Board approve the attached resolution authorizing the execution of a First Amendment with municipalities choosing to participate in the Miami-Dade residential curbside recycling program and authorize the County Mayor or County Mayor's designee to enter into such standard agreements and execute these agreements and to exercise all provisions contained in the First Amendment, including renewal and termination.

Scope

This First Amendment will impact the nine (9) municipalities that currently have interlocal agreements with the County to provide residential curbside recycling services within the previous legacy contract and are interested in entering into agreements to continue to provide residential curbside recycling services that encompass the new County recycling contracts.

The First Amendment will be available to any municipality that wishes to join the County's program.

Fiscal Impact

The fiscal impact from the First Amendment will be supported by the municipalities choosing to participate. The monthly costs per household for curbside recycling collection to the participating municipalities beginning April 2025 will be $6.14 for every other week service; $7.79 for weekly service; and $7.97 for manual service. These rates will be subject to annual adjustments based on living wage adjustments and consumer price index ("CPI"). In addition, improvements in recycling contamination rates and the sale of recyclable materials, based on the average material value will also yield savings to the participating municipalities.

Track Record/Monitor
The recycling interlocal agreements will be monitored by the Recycling Manager under the direction of the Assistant Director of Intergovernmental Affairs and Constituent Services, Johanna Faddis.

Social Equity Statement
The proposed resolution is not anticipated to have any measurable social equity benefit or burden because all customers within the WCSA and within the municipal ILAs will be impacted equally.

Delegated Authority
This item authorizes the County Mayor or the County Mayor's designee to execute the First Amended Interlocal Agreement for Inclusion in the Miami-Dade County Curbside Recycling Program and to exercise all provisions contained in the First Amendment, including renewal and termination.

Background
Sections 15-2.2, 15-2.3, and 15-2.6 of the Code of Miami-Dade County, Fla. (the "Code"), require every residential unit, multi-family and commercial establishments to have recycling programs. Additionally, section 15-2.7 (Enforcement) of the Code, applies the provisions of 15-2.6 to the incorporated and unincorporated areas and shall be enforced by the County, unless delegated to the city in writing, or the city is operating a recycling program that meets the standards. In addition, section 403.706(1) of Florida Statutes, mandates that the County has the responsibility to provide for the operation of solid waste disposal facilities to meet the needs of all incorporated and unincorporated areas of the County, and section 403.706(2)(a) requires that the County implement a recyclable materials recycling program with a 75% goal to recycle solid waste by 2020. As of 2023, the Florida Department of Environmental Protection showed the County with a total recycling credit of 37%.

The Department's curbside recycling program helps bolster these numbers, in addition to the other waste diversion programs currently being offered as home chemical collection, used oil collection, white goods recycling, mulching, and home composting. Recycling is part of the County's long-term strategic plan towards becoming a zero waste County.

The County is home to approximately 2.8 million residents and provides municipal services to unincorporated households as well as a number of households located in nine (9) municipalities. The Department provides waste collection, waste diversion and recycling programs, and disposal facilities for residents through an integrated waste management system. The Department currently administers one of the nation's largest curbside recycling programs for more than 360,000 homes of which more than 16,600 are municipal participants.

In July 2024, the Board approved the award of curbside recycling collection program contracts. These contracts replaced the 2008 legacy recycling contracts. However, since that time, drastic changes have taken place in recycling nationwide. Recycling programs, like the County's, rely on healthy markets for recyclable materials and low contamination rates. Strong markets drive demand for recyclables and contribute to economic growth by creating green jobs. These markets, however, are commodity-driven and fluctuate with market demands. Recycling markets are showing signs of rebounding since the implementation of China's "National Sword" policy in 2018, which sharply reduced imports due to contamination. In response, the Department is making progress with recycling. For example, due to high demand for cardboard, we began accepting slightly soiled pizza boxes. This trend, called the

"Amazon Effect," stems from the surge in online shopping during the COVID-19 pandemic, which has continued even after the crisis.

The Department continues its robust recycling education campaigns by participating in outreach events: Miami-Dade County Youth Fair; collaborations with other County Departments at Adopt-a-Tree, Baynanza, Party for the Planet, Earth Day events, WE-lab (Water and Energy – Learning and Behavior); collaborative events with Dream in Green; school speaking engagements; summer camps; community groups; posts on social media platforms Facebook, Instagram, X, Nextdoor, and LinkedIn; Livestream shows with Miami's Community Newspapers; and Learn with DSWM webinar series. In addition, DSWM also markets the Do's and Don'ts of recycling online, YouTube, Facebook/Instagram, Pinterest, digital ads at gas stations, bus shelters, billboards, transit, newspapers, audio streaming, and at sporting events. DSWM has initiated discussions with the Dade-County Public Schools to collaborate with them on solid waste management education. Additionally, the Department is also working with the Miami-Dade Innovation Authority who will provide further assistance on educating our residents on how to recycle right, including school-aged kids.

The Department continues its efforts with recycling contamination. In the second quarter of 2024, DSWM introduced a new hot stamp on the lids of blue recycling carts to guide customers on the correct items to recycle. Additionally, in June 2024, they began enforcing the Recycling Contamination Abatement Ordinance to reduce contamination after a yearlong education campaign.

Additionally, DSWM will collaborate with each of the municipal partners and their Public Information Officers and/or Resilient Teams and share the County's recycling program's creative content and collateral materials to realize a unified approach in promoting recycling programs and increase outreach effectiveness. An emphasis will be placed on contamination prevention leading to cleaner recyclables which enhances the marketability of materials. This benefits the environment and supports local economies by creating jobs in recycling and waste management sectors. Plus, the County is working towards developing a Zero Waste Master Plan. The County's Recycling Program is a critical component to achieving the County's goal of becoming a Zero Waste County. DSWM will collaborate with each of the municipal partners during and after the development of the Zero Waste Master Plan to help identify how each municipal partner will contribute to the County becoming a Zero Waste County.

The highlights of the First Amendment are as follows:

1. **Section IV: Recycling Service**: adds Section 15-2 of the Code, which requires cities to comply with proper recycling and also includes compliance with the contamination abatement program.
2. **Section VI: Payments**: memorializes the administrative cost applied by DSWM. Defines the New Recycling Contracts as those approved in July by the Board and doesn't allow for any changes in the rates until October 2025. Also adds language that coincides with Living Wage and CPI adjustment from the New Recycling Contracts. It increases the CPI cap from 3% to 5% and a True-up clause to be applied each September beginning 2026, to allow DSWM to recoup its costs. Lastly, this section also introduces the proportional cost share for the sale of processed recyclable materials based on the Average Median Value and adjustments to the processing fees related to the results of an annual recycling composition study.
3. **Section IX: Enforcement**: adds language to require compliance with section 15-2 of the Code that references recycling and the contamination abatement program. This section also includes

a requirement of the municipality to notify the County if it cannot enforce the contamination abatement program. In addition, it includes language to provide training to the municipality on enforcement.

4. **Section XXVII: Term**: includes an out clause by mutual consent of both parties with 180 days' notice.

Jimmy Morales
Chief Operating Officer

MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: February 19, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(M)(2)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved Daniella Levine Cava Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(2)
2-19-25

RESOLUTION NO. R-147-25

RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDED INTERLOCAL AGREEMENT WITH ANY MUNICIPALITY FOR INCLUSION IN THE MIAMI-DADE COUNTY CURBSIDE RECYCLING PROGRAM AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ENTER INTO SUCH AGREEMENTS AND EXECUTE THESE AGREEMENTS IN SUBSTANTIALLY THE FORM ATTACHED, AND EXERCISE ALL PROVISIONS CONTAINED IN THE AGREEMENT INCLUDING RENEWAL AND TERMINATION

WHEREAS, the Board of County Commissioners (the "Board"), desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, on November 20, 2008, the Board passed and adopted Resolution No. R-1137-08, which authorized the execution of an interlocal agreement between Miami-Dade County (the "County"), and any municipality that chose to participate in the curbside residential recycling program; and

WHEREAS, the County desires to increase participation in the curbside residential recycling program; and

WHEREAS, the County entered into new recycling contracts on July 16, 2024, to continue providing its residential curbside program to more than 360,000 households, of which more than 16,600 are municipal participants; and

WHEREAS, there are currently nine municipalities with interlocal agreements for participation in the County's curbside recycling program: El Portal, Florida City, Medley, Miami Beach, Miami Springs, North Bay Village, South Miami, Virginia Gardens, and West Miami; and

WHEREAS, the County continues to work towards a long-term goal of zero waste and recycling complements that strategy; and

WHEREAS, the first amended interlocal agreement substantially in the form attached hereto as Exhibit A (the "First Amendment"), adds such things as (i) compliance requirements with section 15-2 of the Code of Miami-Dade County, Fla., (ii) an increase to the consumer price index cap, and (iii) a "true-up" clause to facilitate the Department of Solid Waste Management recouping its costs,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the First Amendment, and authorizes the County Mayor or County Mayor's designee to execute the First Amendment with any municipality desiring to be included in the County's curbside recycling program, and to exercise all provisions contained in the First Amendment including renewal and termination.

The foregoing resolution was offered by Commissioner **Kionne L. McGhee**, who moved its adoption. The motion was seconded by Commissioner **Marleine Bastein** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman **aye**
Kionne L. McGhee, Vice Chairman **aye**

Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Kevin Marino Cabrera	**aye**	Sen. René García	**absent**
Oliver G. Gilbert, III	**aye**	Roberto J. Gonzalez	**aye**
Keon Hardemon	**aye**	Danielle Cohen Higgins	**aye**
Eileen Higgins	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 19th day of February, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. dsh

David Stephen Hope

FIRST AMENDED INTERLOCAL AGREEMENT FOR INCLUSION IN THE MIAMI-DADE COUNTY CURBSIDE RECYCLING PROGRAM

MUNICIPALITY: _____

This First Amended Interlocal Agreement ("Agreement") is made and entered into this _____ day of_____, 2025, by and between Miami-Dade County ("County") and _____ ("Municipality") in order that the Municipality may be included as a portion of the COUNTY SERVICE AREA to be provided with curbside collection of recyclable materials ( )every other week service or ( )weekly service (the "Service Frequency"), under the terms and conditions agreed to between the County and any Contractors that the County enters into contracts with for the provision of Recycling Collection Services, Recycling Processing Services, Recycling Cart Manufacturing, and Delivery Services, or other Recycling Services as necessary. Such curbside collection service shall be provided on _____ of the week, given the Service Frequency selected above.

Section I: Definitions

In all instances, terms used in this Agreement shall have the definitions contained in any Contracts that the County enters into contracts with for the provision of Recycling Collection Services, Recycling Processing Services, Recycling Cart Manufacturing, and Delivery Services, or other Recycling Services as necessary ("Contracts").

Section II: County Services Area - Municipality's Portion

The Municipality's portion of the entire County Services Area is designated on the attached Map (Exhibit "A"), incorporated herein by reference.

Section III: Agreement Governs; Entire Agreement

This Agreement supersedes any previous agreements that the County and the Municipality may have previously had for recycling services.

Section IV: Recycling Service

Residents of single-family housing within the Municipality will be provided with curbside collection service of recyclable materials in the manner provided for in the Contracts. All residents included in the program will be responsible for preparing and placing materials in the manner specified pursuant to the Contracts including complying with Section 15-2 of the Code of Miami-Dade County, Fla. (the "Code"). In addition, all participating residents of the Municipality will be eligible to call the County's 3-1-1 Answer Center to receive assistance and information regarding recycling services provided to them.

Collection of materials will take place on a schedule consistent with the hours and days provided for the unincorporated area. Days or hours differing from the unincorporated area collection service but coinciding with regular garbage or trash service within the Municipality (e.g., Wednesday and Saturdays) may be provided subject to negotiation and agreement with the Contractor and approval by the County.

Section V: Authorization/Responsibilities

The Municipality hereby authorizes the County to act on its behalf in the administration of the contract for this recycling service in the areas of municipal jurisdiction. However, the Municipality will be responsible for monitoring all aspects (i.e., collection days, hours,

equipment, and personnel) of any Contractor's performance within its jurisdiction and reporting any problems or violations to the County in order to initiate corrective action in accord with the Contracts.

The Municipality agrees to abide by all those terms and conditions that the County agrees to meet as contained in the Contracts except as modified herein. The County will use the existing list of residential households unless otherwise agreed to by the Municipality and the County.

The Municipality agrees to provide the County with an update of additions and deletions to this list each month in a format specified by the County. The Municipality shall deliver this update to the County on the first day of the month. Any discrepancies between the Municipality's monthly house count and the Contractor's monthly billing allocated to the Municipality shall be reconciled through a field inspection to be performed by the County within sixty (60) days, with any corrections to be reflected in the subsequent month's billing to the Municipality.

Section VI: Payments

1. **Monthly Payments**
   In compensation for the provision of this recycling collection service on a regular basis, the Municipality will make monthly payments to the County in an amount equal to the Monthly Fee or such other fee, as negotiated subject to approval by the County and the Municipality, times the average number of Residential Properties serviced during that month within the Municipality's portion of the entire County Service Area. This payment will not be dependent upon the number of households participating in the program but will be a flat rate for each household. The County will charge the Municipality consisting of the costs to the residents within the area of the Municipality.

2. **First Six Months' Fee**
   During the first six (6) months (between April 1, 2025, through September 30, 2025) of this First Amended Interlocal Agreement, the cost for collection and processing will be $_____ per household per month, starting April 1, 2025. The fee is based on the new rates, costs, and fees established in the new recycling contracts that were approved by the Board of County Commissioners on July 16, 2024, (New Recycling Contracts). This fee is consistent with the cost that residents in the unincorporated area are paying for the same period. The fee also includes County administrative fees.

3. **Subsequent Fiscal Year Fee**
   During the ensuing fiscal year (between October 1, 2025, and September 30, 2026), and all fiscal years thereafter through the final year of the Agreement, the monthly fee paid by the Municipality to the County for the services to be provided will be invoiced on a per household rate for collection and processing. The portion of the fee related to the curbside recycling collection rate will be adjusted by the County's Living Wage (Section 2-8.9 of the Code), effective October 1st of each year, as established in

the New Recycling Contracts. Living Wage adjustments shall be based on the percentage change for the Living Wage for that year. The portion of the fee related to recycling processing will be adjusted on changes in the Consumer Price Index ("CPI"), for All Urban Consumers, all items in South urban, not to exceed five percent (5%) and subject to a True-Up as referenced in subsection 4 below. The Amount paid per household shall be extended to all households served based on the household counts provided by the County in accordance with provisions of this Agreement.

4. **True-Up Costs**
   The new recycling contracts have a cumulative term of ten (10) years. This Agreement includes a transitional year, comprised of the last six (6) months of the bridge extension letter agreement executed by the Municipality and the County for the provision of curbside recycling program services and the first six (6) months of this Agreement.

   In the event that the actual contractor costs exceed the five percent (5%) CPI cap in a given fiscal year, the amount of the increase above the five percent (5%) cap shall be "trued-up" each September throughout the term of the Agreement, beginning September 2026. The true-up costs shall allow the County to recoup its costs, including adjustments to the Living Wage and CPI adjustments above the five percent (5%) cap. In addition, the Municipality will receive a proportional credit based on the Average Median Value related to the sale of processed recyclable materials. The processing fee may also be adjusted, based on the results of an annual recycling contamination study. These true-up costs will be reconciled and invoiced annually in September, beginning September 2026.

5. **Payment and Invoice Terms**
   The Municipality shall be responsible for delivering payment for recycling collection services to the County within thirty (30) days of the date of an invoice from the County. The County shall be responsible for making the total Monthly Payment for the entire Service Area, including the Municipality's portion, to the Contractor in accord with the Contract.

Section VII: Carts

The County shall be responsible for purchasing a sufficient number of carts to provide a cart to each Residential Property in the program. All carts delivered within the incorporated area shall be the property of the Miami-Dade County Recycling Program and will be printed with the County's information, and not the Municipality's. These carts are for the permanent use of the household to which they are delivered for the specific purpose of participation in the curbside recycling program. The carts are intended to remain with each property through the life of any contracts and/or any subsequent extensions. In the event that a unit's residents vacate the property, the carts shall remain at that location for use by the subsequent residents. The Municipality shall not mark or label the carts in any fashion.

New carts shall be placed at newly constructed and legally occupied Residential Properties added into the program by the County at no cost to the resident or the Municipality.

Lost or stolen carts will be reported to the County and will be replaced by the County within a timeframe consistent with the timeframes provided to residents of the unincorporated area.

In the event that the Municipality withdraws from this Interlocal Agreement prior to the final debt payment for recycling carts, the Municipality will pay the remaining amortized cost of those carts remaining in the Municipality within one year of withdrawal.

Section VIII: Reporting

The County shall send the Municipality correspondence in a manner and on a schedule mutually agreed upon by the Municipality and the County. The Municipality shall also be sent a copy of any Annual Reports required by the contracts.

The staff of the Municipality will also be notified of all and may attend any regular meetings held with the Contractor to review performance.

Section IX: Enforcement

1. **Protection of Recyclable Materials**
   The Municipality agrees to take all reasonable steps necessary to protect the County's ownership of all recyclable materials placed at curbside for collection under the terms of the Contracts. This includes, but is not limited to, the preparation and submission of an anti-scavenging ordinance to ensure that recyclable materials are not removed or diverted prior to collection. The Municipality's staff shall propose and implement anti-scavenging laws in accordance with agreements made between the Municipality and the County.

2. **Municipal Responsibility for Enforcement**
   Unless otherwise provided by County ordinance, the Municipality shall be responsible for enforcing the recycling program within its incorporated limits. This responsibility includes adherence to the applicable provisions of Section 15-2 of the Code regarding contamination abatement and recycling program compliance.

3. **Enforcement of Contamination Abatement Ordinance**
   The Municipality shall enforce the County's Contamination Abatement Ordinance (Section 15-2 of the Code) by monitoring and addressing contamination levels in the Curbside Recycling Program. Specifically:
   a) Recycling carts found to contain unacceptable materials shall be tagged by the Municipality's designated personnel.
   b) After the fourth and any subsequent tagging events, the Municipality shall notify the County to assess a fee to the property owner or resident in accordance with the established fee structure set forth in the Code.

c) The County shall be authorized to enforce such fees and ensure compliance, including issuing notices and conducting follow-up actions to reduce contamination rates.

d) Should the Municipality not have the capacity or capability to enforce the contamination abatement requirements of Section 15-2 of the Code, the Municipality shall delegate enforcement to the County in writing, and agree and allow for the collection of fees from property owners in accordance with the Code.

e) The Municipality agrees that the County or subcontractor of the County may collect contaminated recycling materials from within its Municipality.

4. **Training and Education**
   The County agrees to provide initial training to Municipal enforcement officers on recycling contamination abatement within thirty (30) days of the execution of this Agreement. This training will focus on proper tagging procedures, identifying unacceptable materials, and understanding the enforcement of the associated fees. Future training may be provided upon request by the Municipality or when necessary to address changes in the recycling program or regulations.

5. **Ongoing Compliance and Collaboration**
   The Municipality and the County agree to collaborate in the ongoing monitoring and enforcement of recycling program standards. The Municipality shall notify the County of any significant issues related to contamination levels, and both parties shall work together to resolve challenges and improve program compliance.

Section X: Program Revisions

Minor program adjustments affecting the entire Service Area may be made from time to time as agreed to by the County and the Contractors. Such minor adjustments could include, but would not be limited to, such items as variations in the required preparation of materials by the resident or hours of collection. In the event that such changes require notice to the residents, the County and the Contractors shall jointly take full responsibility for providing adequate notice to all of the residents.

Any major program changes having a material impact on the financial relationship among the parties or resulting in substantial variation in the amount and type of Recyclables collected shall be subject to review by the Municipality. However, the County reserves the right to change or modify the Contract, and the Municipality agrees to be bound thereby without separate written amendment to this Agreement as long as the unincorporated and incorporated areas are affected equally by such modification(s).

Section XI: Liquidated Damages

In the event that the Contractor fails to perform in accord with the Contract, liquidated damages will be imposed by the County as provided for in the Contracts.

Section XII: Service Initiation Schedule
The County will provide the delivery of carts and provide for the collection of Recyclable Materials to the Municipality within 60 days of execution of this Agreement. Service will commence within two weeks of receipt of each household's receipt of a cart.

Section XIII: Other Recycling Program Options
The Municipality and the County may negotiate any other recycling options at a cost and scope agreeable to both parties.

Section XIV: Default/Termination
Failure of the Municipality to make payment to the County in accord with the provisions of Section VI of this Agreement shall constitute default. In the event that such default occurs, the County shall provide written notice to the Municipality concerning the nature of this default. The Municipality shall have thirty (30) days from the date of the notice in which to resolve the default. The County shall have the option to terminate this Agreement and/or withhold local revenue that the County distributes to the Municipality in an amount sufficient to pay for all recycling services provided to date for which the Municipality has failed to make payment.

Either party may terminate this Agreement without cause by communicating the desire to do so in writing 30 days prior to the termination date.

Section XV: Grant Funds
The Municipality may choose to utilize any grant funding available to pay all or part of the monthly payments due to the County.

Section XVI: Amendment to Agreement
Except as otherwise provided for herein, this Agreement may be modified, altered, or amended only by a written amendment duly executed by the parties hereto. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

Section XVII: Headings
Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

Section XVIII: Approvals
Whenever approval of a Party is required by this Agreement, such approval shall not be unreasonably withheld.

Section XIX: Performance by Parties
Except as otherwise provided in this Agreement, in the event of any dispute arising over the provisions of this Agreement, the parties shall proceed with the timely performance of their obligations during the pendency of any legal or other similar proceedings to resolve such dispute.

Section XX: Rights of Others
Nothing in the Agreement express or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

Section XXI: Counterparts
This Agreement may be executed in one or more counterpart(s), each of which shall be deemed an original.

Section XXII: Waiver
There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement.

Section XXIII: Time is of Essence
It is mutually agreed that time is of the essence in performing all terms and conditions to be kept and performed pursuant to this Agreement.

Section XXIV: Representations of the County
The County represents that

(1) this Agreement has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of the County, and

(2) it has the required power and authority to perform this Agreement.

Section XXV: Representations of the Municipality
The Municipality represents that

(1) this Agreement has been duly authorized, executed and delivered by the Board of Commissioners as the governing body of the Municipality, and

(2) it has the required power and authority to perform this Agreement.

Section XXVI: Approvals and Notices
Notices and approvals required by or pursuant to this Agreement shall be written and served both electronically, and by either (i) registered or certified mail with return receipt requested, (ii) personally by courier service, or (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight, addressed to the parties as follows:

COUNTY
Miami-Dade County Department of Solid Waste Management
c/o Aneisha Daniel, PhD, Director
2525 NW 62nd Street, 5th Floor
Miami, FL 33147
Email: aneisha.daniel@miamidade.gov

AND

County Attorney's Office
c/o David Stephen Hope, Asst. County Attorney
111 NW 1st Street, 28th Floor, Miami, FL 33128
Email: David.Hope@miamidade.gov

MUNICIPALITY: _____
Department/Office: _____
Contact Person: _____
Address: _____
Address: _____
Email: _____

Section XXVII: Term

The initial term of this Agreement shall begin on the date of execution of this Agreement and end within one hundred-eighty (180) days of either party requesting termination. Upon any and all renewal(s) of the Contracts in accordance with Article1 thereof, this Agreement shall automatically be extended without separate written amendment for the term(s) of any and all such renewal period(s). This Agreement can only be terminated without cause upon written consent of both parties. The County may extend this Agreement after the processing agreement ends for up to an additional two (2) one hundred-eighty (180) calendar day periods.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or Mayor's designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the _____, Florida has caused this Agreement to be executed in its name by the Municipal Mayor or designee, attested by the Clerk of the Municipal Council and has caused the seal of the Council to be hereto attached, all on the day and year first written above.

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

ATTEST:

JUAN FERNANDEZ-BARQUIN
CLERK OF THE BOARD

By: _____
Deputy Clerk

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

By: _____
Daniella Levine Cava
Mayor, Miami-Dade County

Approved by County Attorney
as to form and legal sufficiency.

By: _____
Assistant County Attorney

ATTEST:

By: _____

City Clerk, City of _____

CITY OF _____

By: _____

Mayor, City of _____

Approved by City Attorney
As to form and legal sufficiency

By: _____

City Attorney, City of _____

MIAMI-DADE COUNTY

Carlos Alvarez, Mayor

Solid Waste Management
Dr. Martin Luther King, Jr. Office Plaza
2525 NW 62nd Street • Suite 5100
Miami, Florida 33147
T 305-514-6666

miamidade.gov

September 24, 2010

Mr. Robert Pushkin
City Manager
City of North Bay Village
1666 Kennedy Causeway, #700
North Bay Village, Florida 33141-4190

RE: Letter of Understanding to Interlocal Agreement between Miami-Dade County and the City of North Bay Village for the Inclusion in the Miami-Dade County Curbside Recycling Program.

Dear Mr. Pushkin:

We would like to change the time frame currently used to determine the Consumer Price Index (CPI) increase or decrease (which is further used to establish the rate paid to the County for curbside recycling service) to a time frame that will allow us to provide you with the rate information in time for you to prepare your annual budget.

The above mentioned Agreement states in "Section VI: Payments" that "...the monthly fee paid by the Municipality to the County for the services to be provided will be adjusted by the percent change in the Consumer Price Index (CPI), All Urban Consumers, South Urban, All items, annual average during the previous Service Year, not to exceed three percent (3%) based on the change in such Index from October 1 through September 30 of the previous year. With your consent we would like to change the time frame of the index used from the stated time frame of "October 1 through September 30" to the time frame "June (of the previous year) through June (of the current year)". This will enable the County to provide you with the correct rate early enough to be included in your budget preparations.

Attached as an example, is a copy of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for June 2010. This release covers the percent change from June 2009 through June 2010 and became available on

July 16, 2010. This release indicated that the percent change in the CPI is .9% (point nine percent). Using this information, we would be able to advise the municipality that the rate as of October 1, 2010 will be $2.48 per household per month. Not changing the time frame will require the County to wait for the October CPI release which becomes available on or about November 17, 2010.

Thank you for being a partner in the residential curbside recycling program. Please indicate that you agree with the change by signing below.

Sincerely,

Kathleen Woods-Richardson
Director

The undersigned agrees with the above mentioned change to the Curbside Recycling Program Agreement.

R M Pell — Name

CITY MANAGER — Title

10/11/10 — Date

BLS
BUREAU OF LABOR STATISTICS
U.S. DEPARTMENT OF LABOR

CONSUMER PRICE INDEX

June 2010

SOUTHEAST INFORMATION OFFICE • Atlanta, Ga. • 404-893-4222 • www.bls.gov/ro4

For release: 8:30 a.m. EDT, Friday, July 16, 2010

Group	All urban consumers			Wage earners & clerical earners		
	Index	Percent change		Index	Percent change	
		Jun 09 to Jun 10	May 10 to Jun 10		Jun 09 to Jun 10	May 10 to Jun 10
U.S. City Average						
All items (1982-84=100)	217.965	1.1	-0.1	213.839	1.4	-0.1
All items (1967=100)	652.926	-	-	636.962	-	-
Food and beverages	219.562	0.7	-0.1	218.730	0.7	-0.1
Housing	216.778	-0.6	0.4	213.469	-0.3	0.4
Apparel	118.319	-0.4	-2.2	117.630	-0.8	-2.2
Transportation	192.651	4.9	-1.1	191.587	5.4	-1.3
Medical care	388.199	3.5	0.1	389.513	3.7	0.1
Recreation[1]	113.802	-0.7	0.1	110.339	-1.0	0.1
Education & communication[1]	129.263	2.2	0.0	124.430	1.7	0.0
Other goods and services	380.926	2.8	0.3	408.610	3.4	0.4
South						
All items (1982-84=100)	211.232	0.9	-0.1	208.640	1.3	-0.1
All items (1977=100)	342.648	-	-	337.915	-	-
Food and beverages	217.730	1.0	0.0	216.613	1.1	0.0
Housing	201.647	-1.0	0.6	201.388	-0.7	0.7
Apparel	128.089	-3.0	-1.1	127.511	-3.5	-1.1
Transportation	189.429	5.1	-1.7	187.370	6.0	-1.9
Medical care	370.335	4.0	0.2	374.679	4.3	0.2
Recreation[1]	113.657	-1.8	-0.3	109.934	-2.1	-0.3
Education & communication[1]	125.150	2.5	0.0	120.038	2.0	-0.1
Other goods and services	372.865	3.2	0.0	397.264	4.2	0.1

Group	All urban consumers			Wage earners & clerical earners		
	Index	Percent change		Index	Percent change	
		Jun 09 to Jun 10	Apr 10 to Jun 10		Jun 09 to Jun 10	Apr 10 to Jun 10
Atlanta						
All items (1982-84=100)	204.725	0.6	0.3	204.084	0.7	0.5
All items (1967=100)	617.387	-	-	617.076	-	-
Food and beverages	220.427	1.1	-1.4	217.563	1.1	-1.3
Housing	203.053	-0.5	1.9	200.647	-0.3	2.1
Apparel	132.715	8.3	1.4	133.436	5.9	0.9
Transportation	181.828	5.8	-1.0	181.382	6.4	-1.2
Medical care	317.335	-0.9	-0.8	311.808	-1.3	-1.0
Recreation[1]	89.253	-16.2	-2.9	86.322	-17.0	-2.5
Education & communication[1]	123.966	4.2	-0.6	119.645	3.7	-0.5
Other goods and services	315.091	1.8	0.1	362.957	1.9	0.2
Miami						
All items (1982-84=100)	222.390	0.4	-0.1	220.384	0.6	-0.1
All items (1977=100)	358.463	-	-	358.057	-	-
Food and beverages	227.689	1.3	-0.2	226.551	1.4	-0.3
Housing	223.926	-1.5	0.2	223.910	-1.4	0.2
Apparel	130.171	-2.4	3.3	141.054	-2.5	3.8
Transportation	200.745	4.1	-1.2	199.165	4.9	-1.0
Medical care	373.396	3.2	0.9	376.394	3.6	0.9
Recreation[1]	114.191	-4.3	-0.5	107.111	-4.5	-0.6
Education & communication[1]	118.683	3.3	0.0	120.883	2.2	-0.3
Other goods and services	299.353	4.9	-2.0	293.332	5.7	-1.6

[1]Index base is December 1997=100
- Data not available

INTERLOCAL AGREEMENT FOR
INCLUSION IN THE MIAMI-DADE COUNTY
CURBSIDE RECYCLING PROGRAM

MUNICIPALITY: City of N. Bay Village

This Interlocal Agreement ("Agreement") is made and entered into this 9th day of December, 2008, by and between Miami-Dade County ("County") and City of N. Bay Village ("Municipality") in order that the Municipality may be included as a portion of the COUNTY SERVICE AREA to be provided with curbside collection of recyclable materials under the terms and conditions agreed to between the County and any Contractors that the County enters into contracts with for the provision of Recycling Collection Services, Recycling Processing Services, Recycling Container Manufacturing and Delivery Services, or other Recycling Services as necessary.

Section I: Definitions
In all instances, terms used in this Agreement shall have the definitions as contained in any Contracts that the County enters into for the provision of Recycling Collection Services, Recycling Processing Services, Recycling Container Manufacturing and Delivery Services, or other Recycling Services as necessary ("Contracts").

Section II: County Services Area – Municipality's Portion
The Municipality's portion of the entire County Services Area is designated on the attached map (Exhibit "A"), incorporated herein by reference).

Section III: Agreement Governs; Entire Agreement
This Agreement supersedes any previous agreements that the County and the Municipality may have previously had for recycling services.

Section IV: Recycling Service
Residents of single-family housing within the Municipality will be provided with curbside collection service of recyclable materials in the manner provided for in the Contracts. All residents included in the program will be responsible for preparation and placement of materials in the manner specified pursuant to the Contracts. All participating residents of the Municipality will be eligible to call the County's 3-1-1 Answer Center to receive assistance and information regarding recycling services provided to them.

Collection of materials will take place on a schedule consistent with the hours and days provided for the unincorporated area. Days or hours differing from the unincorporated area collection service but coinciding with regular garbage or trash service within the Municipality (e.g., Wednesday and Saturdays) may be provided subject to negotiation and agreement with Contractor and approval by the County.

Section V: Authorization/Responsibilities
The Municipality hereby authorizes the County to act on its behalf in the administration of the contract for this recycling service in the areas of municipal jurisdiction. However, the Municipality will be responsible for monitoring all aspects (collection days, hours, equipment, personnel etc.) of any Contractor's performance within its jurisdiction and reporting any problems or violations to the County in order to initiate corrective action in accord with the Contracts.

INTERLOCAL AGREEMENT FOR
INCLUSION IN THE MIAMI-DADE COUNTY
CURBSIDE RECYCLING PROGRAM

The Municipality agrees to abide by all those terms and conditions that the County agrees to meet as contained in the Contracts except as modified herein.

The Municipality agrees to provide the County with an update of additions and deletions to this list each month in a format to be specified by the County. This update shall be delivered to the County on the first day of the month. Any discrepancies between the Municipality's monthly house count and the Contractor's monthly billing allocated to the Municipality shall be reconciled through a field inspection to be performed by the County within 60 days, with any corrections to be reflected in the subsequent month's billing to the Municipality.

Section VI: Payments

In compensation for provision of this recycling collection service on a regular basis, the Municipality will make monthly payments to the County in an amount equal to the Monthly Fee or such other fee, as negotiated subject to approval by the County and the Municipality, times the average number of Residential Properties serviced during that month within the Municipality's portion of the entire County Service Area. This payment will not be dependent upon the number of households participating in the program, but will be a flat rate for each household. The County will charge the Municipality consisting with the costs to the residents within the unincorporated area of the County.

During the first fiscal year (between October 1, 2008 and September 30, 2009) of this Interlocal Agreement, the monthly fee will be $2.47 per household per month. This fee is consistent with the cost that residents of the unincorporated area are paying for the same period.

During the second fiscal year (between October 1, 2009 and September 30, 2010) of this Interlocal Agreement and annually thereafter through the final year of Agreement , the monthly fee paid by the Municipality to the County for the services to be provided will be adjusted by the percent change in the Consumer Price Index (CPI), All Urban Consumers, South Urban, All items, annual average during the previous Service Year, not to exceed three percent (3%) based on the change in such Index from October 1 through September 30 of the previous year. The source of the consumer price indices applied in the annual adjustment to the Collection Payment shall be the U. S. Bureau of Labor Statistics. Each adjustment shall be in effect for the following 12-month period. The Amount paid per Household shall be extended to all Households served based on the Household counts provided by the County in accordance with provisions of this Agreement.

The Municipality shall be responsible for delivering payment for recycling collection services to the County within twenty (30) days of the date of an invoice from the County. The County shall be responsible for making the total Monthly Payment for the entire Service Area, including the Municipality's portion, to the Contractor in accord with all the Contracts.

Section VII: Containers

The County shall be responsible for purchase of a sufficient number of containers to provide a container to each Residential Property in the program. All containers delivered within the Incorporated area shall be the property of the Miami-Dade County Recycling Program and will be printed with the County's information, not the municipality's. These containers are for the permanent use of the household to which they are delivered for the specific purpose of participation in the curbside recycling program. The containers are intended to remain with each property through the life of any contracts and/or any subsequent extensions. In the event that a unit's residents vacate the property, the containers shall remain at that location for use by

the subsequent residents. The Municipality shall not mark or label the containers in any fashion.

Additional or "new" containers shall be placed at newly constructed and occupied Residential Properties added into the program by the County at no cost to the resident or the Municipality.

Lost or stolen containers will be reported to the County and will be replaced by the County within a timeframe consistent with the timeframes provided to residents of the unincorporated area.

In the event that the Municipality withdraws from this Interlocal Agreement prior to the final debt payment for recycling containers, the Municipality will pay the remaining amortized cost of those containers in the Municipality within one year of withdrawal.

Section VIII: Reporting
The County shall send the Municipality correspondence in a manner and on a schedule mutually agreed upon by the Municipality and the County. The Municipality shall also be sent a copy of any Annual Reports required by the contracts.

Staff of the Municipality will also be notified of all, and may attend any, regular meetings held with the Contractor to review performance.

Section IX: Enforcement
The Municipality agrees to take such steps as may reasonably be necessary to protect the County's ownership of all recyclable materials placed at curbside for collection under the terms of the Contracts, including the preparation and submission of an anti-scavenging ordinance for the Municipality. The staff of the Municipality shall propose anti-scavenging laws as agreed upon between the Municipality and the County.

Unless provided otherwise by County ordinance, the Municipality shall be responsible for enforcement of this recycling program in that portion of the service area within its incorporated limits.

Section X: Program Revisions
Minor program adjustments affecting the entire Service Area may be made from time to time as agreed to by the County and the Contractors. Such minor adjustments could include, but would not be limited to, such items as variations in the required preparation of materials by the resident or hours of collection. In the event that such changes will require notice to the residents, the County and the Contractors shall jointly take full responsibility for providing adequate notice to all of the residents.

Any major program changes having a material impact on the financial relationship among the parties or resulting in substantial variation in the amount and type of Recyclables collected shall be subject to review by the Municipality.

Section XI: Liquidated Damages
In the event that the Contractor fails to perform in accord with the Contract, liquidated damages will be imposed by the County as provided for in the Contracts.

7

Section XI: Service Initiation Schedule
Contractor will initiate delivery of containers and pickup of Recyclable Materials to the Municipality within 60 days of execution of this Agreement. Service will commence within two weeks of receipt of each household's receipt of a container.

Section XIII: Other Recycling Program Options

The Municipality and the County may negotiate any other recycling options at a cost and scope agreeable to both parties.

Section XIV: Default/Termination
Failure of the Municipality to make payment to the County in accord with the provisions of Section VI of this Agreement shall constitute default. In the event that such default occurs, the County shall provide written notice to the Municipality concerning the nature of this default. The Municipality shall have thirty (30) days from the date of the notice in which to resolve the default, the County shall have option to terminate this agreement and/or withhold local revenue that the County distributes to the Municipality in an amount sufficient to pay for all recycling services provided to date for which the Municipality has failed to make payment.

Either party may terminate this Agreement without cause by communicating the desire to do so in writing 30 days prior to the termination date.

Section XV: Grant Funds
The Municipality may choose to utilize any grant funding available to pay all or part of the monthly payments due to the County.

Section XVI: Amendment to Agreement
Except as otherwise provided for herein, this Agreement may be modified, altered or amended only by a written amendment duly executed by the parties hereto. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

Section XVII: Headings
Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

Section XVIII: Approvals
Whenever approval of a Party is required by this Agreement, such approval shall not be unreasonably withheld.

Section XIX: Performance by Parties
Except as otherwise provided in this Agreement, in the event of any dispute arising over the provisions of this Agreement, the parties shall proceed with the timely performance of their obligations during the pendency of any legal or other similar proceedings to resolve such dispute.

Section XX: Rights of Others
Nothing in the Agreement express or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

Section XXI: Counterparts
This Agreement may be executed in one or more counterpart(s), each of which shall be deemed an original.

Section XXII: Waiver
There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

Section XXIII: Time is of Essence
It is mutually agreed that time is of the essence in the performance of all terms and conditions to be kept and performed pursuant of this Agreement.

Section XXIV: Representations of the County
The County represents that
(1) this Agreement has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of the County, and
(2) it has the required power and authority to perform this Agreement.

Section XXV: Representations of the Municipality
The Municipality represents that
(1) this Agreement has been duly authorized, executed and delivered by the Board of Commissioners as the governing body of the Municipality, and
(2) it has the required power and authority to perform this Agreement.

Section XXVI: Approvals and Notices
Notices and approvals required or contemplated by this Agreement shall be written and personally served or mailed, registered or certified United States mail, with return receipt requested, addressed to the parties as follows:

To the County:
Miami-Dade County Department of Solid Waste Management
2525 NW 62nd Street, Suite 5100
Miami, Florida 33147
Attn: Department Director
305-514-6628

To the Municipality:
City of N. Bay Village
1666 Kennedy Cwy. #600
N. Bay Village, Florida 33141
Attn.: Robert Poshkin
(305) 756 - 7171

Section XXVII: Term
The initial term of this Agreement shall begin on the date of execution of this Agreement and end within 30 days of either party requesting termination. Upon any and all renewal(s) of the

INTERLOCAL AGREEMENT FOR
INCLUSION IN THE MIAMI-DADE COUNTY
CURBSIDE RECYCLING PROGRAM

Contracts in accordance with Article1 thereof, this Agreement shall automatically be extended without separate written amendment for the term(s) of any and all such renewal period(s).

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Manager or this designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the Municipality ~~City of North Bay Village~~ Florida has caused this Agreement to be executed in its name by the Municipal Mayor or designee, attested by the Clerk of the Municipal Council and has caused the seal of the Council to be hereto attached, all on the day and year first written above.

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

City of North Bay Village

Attest: Miami-Dade County:

Attest: _____ (municipality)

By: _____ 9/10/09
County Clerk

By: Yvonne P. Hamilton
Municipal Clerk

By: _____
County Mayor or Designee

By: _____ Robert Pushkin
~~Municipal Mayor or Designee~~
Assistant City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

10

RESOLUTION NO. 2008-46

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING AND AUTHORIZING AN INTERLOCAL AGREEMENT FOR INCLUSION IN THE MIAMI-DADE COUNTY CURBSIDE RECYCLING PROGRAM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND SETTING AN EFFECTIVE DATE. ***(INTRODUCED BY VICE MAYOR REINALDO TRUJILLO)***

WHEREAS, the City wishes to enter into a interlocal agreement with Miami-Dade County to institute the collection of recycling materials from single family residences; and

WHEREAS, the proposed Interlocal Agreement is attached and made a part of this Resolution by reference; and

WHEREAS, the City Attorney has approved said agreement as to form and legal sufficiency.

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

Section 1. The City Manager is hereby authorized to enter into an Interlocal Agreement with Miami-Dade County for curbside recycling pursuant to the terms and conditions set forth in the agreement attached hereto as Exhibit 1.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 4. This Resolution shall become effective immediately upon its adoption.

The motion to adopt the foregoing Resolution was offered by Vice Mayor Reinaldo Trujillo, seconded by Commissioner George A. Kane.

FINAL VOTE AT ADOPTION:

Mayor Oscar Alfonso	Yes
Vice Mayor Reinaldo Trujillo	Yes
Commissioner George Kane	Yes
Commissioner Frank Rodriguez	Yes
Commissioner Paul Vogel	Yes

PASSED AND ADOPTED this 9th day of December 2008.

Oscar Alfonso, Mayor

ATTEST:

Yvonne P. Hamilton, City Clerk

APPROVED AS TO FORM:

Robert L. Switkes, City Attorney

City of North Bay Village Resolution: Curbside Recycling Program-Single Family Residences.

ITEM NO. 11.B

North Bay Village
Recommendation Memorandum

DATE: March 18, 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 THE VILLAGE MANAGER'S RECOMMENDATION TO ADD ADDITIONAL STAFF POSITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve the additional staffing to the Village Administration for the Fiscal Year 2024-2025

BACKGROUND AND ANALYSIS

The proposed resolution seeks the Village Commission's consideration and approval to obtain additional staff as outlined below:

1. Transition the existing part-time Police Major position (Major Weissman) to a Full-Time role:
This position would involve specific duties assigned by the Police Chief, including but not limited to the management of Emergency Management for the Village. With hurricane season fast approaching in just three months, the County Department of Emergency Management has increased its outreach to municipalities, focusing on training and preparedness to ensure smooth coordination with their operations in a proactive way. We require a full-time staff member dedicated to overseeing this aspect.

2. One Full-Time Police Officer to enable the Police Chief to add another full-time position within the Police Marine Patrol Unit:
Filling this position is essential, as one of our seasoned Marine Patrol Officers is set to retire by the end of the year. In the past, we have hired retired Marine Patrol Officers from other jurisdictions, but they have not remained for long. With the Commission's directive to have our Police Boat operational seven days a week, it is necessary to hire and train our full-time officers to meet this demand. We will likely reassign an existing officer to train for this role, with the new hire filling the officer's vacancy on patrol.

3. One Full-time Code Enforcement/PSA Officer to divide responsibilities between Code Enforcement and assisting the Police Neighborhood Resource Officer (NRO) position (Officer Jessica Polanco).
Both Code Enforcement and our Police NRO require additional personnel. We have identified an experienced candidate who brings both Code Enforcement expertise and a background in public interaction as a PSA (Public Service Aide).

4. One Full-Time Technical Support position to be assigned to the Information Technology Department.
Our Chief Information Officer (CIO), Johnny, as he is known to all, is constantly engaged in a wide range of responsibilities, often juggling both minor issues and major challenges related to our systems' security. From early in the morning until late into the night, Johnny is present for every meeting: Commission, Planning & Zoning, Special Meetings, weekend events, and Advisory Board Meetings—always responsive and reliable. He consistently maintains a positive, can-do attitude with never a complaint. However, it is essential that we bring an IT Assistant on board to support him, ensuring that we can continue operations smoothly in the event that Johnny is unavailable or, as may eventually happen, retires.

5. One Full-Time Police Professional Standards Administrator. Accreditation Specialist:
There is an exceptional candidate available to fill this position. This candidate has previously held similar roles with the Florida Department of Law Enforcement (FDLE) in a neighboring municipality. While the candidate is being pursued by other municipalities, they have expressed a strong interest in joining our team. Aside from providing invaluable assistance with the Village's accreditation processes, the candidate will also be a critical part of the team in ensuring that all professional standards comply and adhere to best practices when it comes to training, emergency management, and any required regulatory reporting.

Staff is requesting approval to immediately begin the recruitment and hiring process for these positions. We have had potential candidates who are extremely qualified for these positions reach out to our Village looking to join our team; they are unlikely to remain available by the start of the FY'26 Fiscal Year. If approved, we will proceed with filling these positions as soon as possible. We have located salary savings in our current budget that will allow us to fund these positions for the remainder of this fiscal year. From a Management perspective, it makes sense to take advantage of an available labor pool.

It is recommended that the Village Commission approve the proposed increase in staffing levels in the Administration.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
We have located salary savings in our current budget that will allow us to fund these positions for the remainder of this fiscal year.

PERSONNEL IMPACT
Requesting the addition of 5 new positions to the Team.

ATTACHMENTS
Resolution Approving Additional Staff Positions.DOCX

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING THE VILLAGE MANAGER'S RECOMMENDATION TO ADD ADDITIONAL STAFF POSITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 4.01 of the North Bay Village (the "Village") Charter provides that the Village Manager shall be the chief administrative officer of the Village and that, among other things, the Village Manager's powers and duties include appointing Village employees and directing and supervising the administration of all departments, offices and agencies of the Village, except as otherwise provided by the Charter or by law; and

WHEREAS, on September 24, 2024, the North Bay Village (the "Village") Commission adopted Resolution No. 2024-089 approving the budget for fiscal year 2024-2025 (the "Budget"); and

WHEREAS, the Village Manager recommends that the Village Commission approve the addition of additional staff positions to enhance the Village's operations consistent with the staff memorandum accompanying this Resolution; 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 Village's Manager's recommendation to add additional staff positions to enhance the Village's operations consistent with the staff memorandum accompanying this Resolution.

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

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

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

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

PASSED AND ADOPTED on this ___ day of March, 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

ITEM NO. 11.C

North Bay Village
Recommendation Memorandum

DATE: March 18, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SETTLEMENT AGREEMENT AND RELEASE AMONG THE VILLAGE, BLACK AND VEATCH CORPORATION, AND CERTAIN BLACK AND VEATCH CORPORATION SUBCONTRACTORS RELATED TO THE VILLAGE'S STORMWATER IMPROVEMENTS AND ROADWAY RECONSTRUCTION PROGRAM MANAGEMENT; AUTHORIZING PAYMENT OF $172,225.25 IN SETTLEMENT OF ALL PENDING INVOICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve the settlement agreement with Black and Veatch Corporation and two of its subcontractors in the amount of $172,225.25.

BACKGROUND AND ANALYSIS

On January 30, 2023, the Village issued Request for Qualifications No. 2023-001 to select a firm for professional engineering, project management, and related services for its Stormwater Improvements and Roadway Reconstruction Program. On April 18, 2023, the Village Commission adopted Resolution No. 2023-062, selecting Black and Veatch Corporation for the Stormwater improvement services.

However, disputes arose between the Village and the Consultant regarding the Agreement. To avoid the costs and uncertainty of litigation, the Village and the Consultant have agreed to resolve these disputes through a Settlement Agreement and Release, which includes terminating the Agreement for convenience and making payments totaling $129,583.65 to the Consultant, and $17,287.85 and $25,353.75 to subcontractors Brizaga and The Engineering Group, respectively as they are owed this for work completed for Black & Veatch, as full and final settlement of all outstanding invoices.

It is recommended that the Village Commission approve the settlement agreement of $172,225.25.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
$172,225.25

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Black and Veatch Settlement .DOCX
Exhibit A-Settlement Agreement - For Commission Approval.DOCX

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SETTLEMENT AGREEMENT AND RELEASE AMONG THE VILLAGE, BLACK AND VEATCH CORPORATION, AND CERTAIN BLACK AND VEATCH CORPORATION SUBCONTRACTORS RELATED TO THE VILLAGE'S STORMWATER IMPROVEMENTS AND ROADWAY RECONSTRUCTION PROGRAM MANAGEMENT; AUTHORIZING PAYMENT OF $172,225.25 IN SETTLEMENT OF ALL PENDING INVOICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 30, 2023, North Bay Village (the "Village") issued Request for Qualifications No. 2023-001 (the "RFQ") to select a firm to perform professional engineering, project management, and related services for the Village's Stormwater Improvements and Roadway Reconstruction Program Management (the "Services"); and

WHEREAS, pursuant to the RFQ, on April 18, 2023, the Village Commission adopted Resolution No. 2023-062 selecting Black and Veatch Corporation (the "Consultant") to provide the Services and, based on the Village Commission's adoption of Resolution No. 2023-084 on June 13, 2023, the Village entered into an Agreement with the Consultant on July 11, 2023 (the "Agreement"); and

WHEREAS, on June 13, 2023, the Village Commission adopted Resolution No. 2023-085 authorizing the issuance to Consultant of Work Order No. 1 in an amount not to exceed $1,692,206 to perform Services for the Village consistent with the terms of the Agreement ("Work Order #1"); and

WHEREAS, certain disputes have arisen between the Village and the Consultant with respect to Work Order #1 and the Agreement; and

WHEREAS, to avoid the expense, time, and uncertainty of litigation, the Village and the Consultant wish to resolve their disputes in accordance with the terms of the Settlement Agreement and Release attached hereto as Exhibit "A" (the "Settlement"), which includes (among other things) terminating the Agreement for convenience and issuing payments to the Consultant ($129,583.65) and two of the Consultant's subcontractors, Brizaga ($17,287.85) and The Engineering Group ($25,353.75), in full

and final settlement of all outstanding invoices; and

WHEREAS, the Village Commission desires to approve the Settlement and authorize the Village Manager to execute the Settlement on the Village's behalf and issue payments in an amount not to exceed $172,225.25, consistent with the Settlement, subject to approval of the Village Attorney as to form, content, and legal sufficiency; and

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

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

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

Section 2. Approval. That the Village Commission hereby approves the Settlement attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Manager is authorized to execute the Settlement on behalf of the Village, subject to approval by the Village Attorney as to form, content, and legal sufficiency, and to issue the $172,225.25 payments as set forth in the Agreement.

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 the Settlement and 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 March, 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

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into by and between **North Bay Village** ("Village"), **Black & Veatch Corporation** ("B&V"), **The Engineering Company, LLC** ("TEC"), and **Brizaga** (collectively, "the Parties"). This Agreement shall become effective as of the date of execution by the last signing Party.

RECITALS

WHEREAS, B&V has provided services to the Village under the Continuing Professional Services Agreement with Black and Veatch Corporation dated July 11, 2023 and Resolution No. 2023-085;

WHEREAS, B&V engaged subcontractors, including TEC and Brizaga, to perform portions of the work;

WHEREAS, certain amounts remain outstanding for services rendered, and the Village has agreed to make direct payments to TEC and Brizaga for work completed under their agreements with B&V;

WHEREAS, the Parties desire to resolve all disputes and claims related to the outstanding amounts in full and final settlement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Incorporation of Recitals

1.1 The above recitals are true and correct and are hereby incorporated into this Agreement as if fully set forth herein.

2. Definitions

2.1 Litigation: For purposes of this Agreement, "litigation" includes all legal proceedings, including but not limited to pre-trial motions, hearings, trials, and appeals. “Litigation” does not include mediation or alternative dispute resolution proceedings.

2.2 Dispute: A "dispute" means any disagreement, controversy, or claim arising under or related to this Agreement, whether legal or factual.

2.3 Indemnification: "Indemnification" includes defending, holding harmless, and compensating a party for all losses, damages, and costs, including attorneys' fees, incurred due to claims covered by this Agreement.

2.4 Effective Date: The "Effective Date" means the date on which the last Party executes this Agreement.

3. Payment Terms

3.1 Within 10 business days of the Effective Date of this Agreement, the Village shall pay the total amount of $172,225.25 in full and final settlement of all outstanding invoices as follows:

a) The Engineering Company, LLC shall receive $25,353.75, payable directly by the Village and delivered to The Engineering Group at the following address: 2875 NE 191 Street, Suite 602, Aventura, FL 33180.

b) Brizaga shall receive $17,287.85, payable directly by the Village and delivered to Brizaga at the following address: 2101 W. Commercial Blvd., Suite 4600, Fort Lauderdale, FL 33309.

c) Black & Veatch shall receive $129,583.65, payable directly by the Village and delivered to Black & Veatch at the following address: 11401 Lamar Ave., Overland Park, Kansas 66211 ATTN Cassandra Bain.

3.2 The Parties agree that the payments identified above shall constitute full and final satisfaction of any and all claims for payment arising from work performed under the subject contracts.

5. Responsibility for Other Subcontractors

5.1 The Village shall not be responsible for any additional payments to other subcontractors of B&V who have not been expressly approved for payment in this Agreement.

5.2 B&V assumes full responsibility for resolving any outstanding claims or disputes with its subcontractors not named herein and agrees to indemnify and hold harmless the Village from any further claims, demands, or liabilities related to such subcontractors.

6. Termination for Convenience

6.1 The Village and B&V agree that the Continuing Professional Services Agreement dated July 11, 2023 is terminated for convenience. No party shall assert a termination for cause.

7. Release of Claims

7.1 By Black & Veatch, The Engineering Company, and Brizaga: In consideration of the payments outlined above, B&V, TEC, and Brizaga each release and forever discharge the Village, its employees, elected officials, affiliates, agents, parents, subsidiaries, servants, partners, former partners, associates, representatives, subcontractors, suppliers, vendors, attorneys, contractors, trustees, successors, assigns, heirs, devisees, creditors, executors, administrators, estates, legal representatives, owners, insurers, shareholders, principals, investors, and any other related persons or entities, subsidiaries or parent companies, whether or not named herein, from any and all claims, demands,

obligations, or liabilities related to the services performed under their respective agreements with B&V and/or the Village as applicable, except for obligations explicitly stated herein.

7.2 Mutual Release: The Village, its employees, and elected officials release and forever discharge B&V, TEC, and Brizaga and each of its employees, affiliates, agents, parents, subsidiaries, servants, partners, former partners, associates, representatives, subcontractors, suppliers, vendors, attorneys, contractors, trustees, successors, assigns, heirs, devisees, creditors, executors, administrators, estates, legal representatives, owners, insurers, shareholders, principals, investors, and any other related persons or entities, subsidiaries or parent companies, whether or not named herein from any and all claims arising out of their respective agreements with B&V and/or the Village as applicable, except for obligations explicitly stated herein.

8. Miscellaneous

8.1 No Admission of Liability: This Agreement constitutes a settlement of disputed claims and does not constitute an admission of liability by any Party.

8.2 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

8.3 Public Records Notice: The Parties acknowledge that this Agreement is subject to Chapter 119, Florida Statutes (Florida's Public Records Law), and that any documents provided to the Village in connection with this Agreement may be subject to public disclosure.

8.4 Dispute Resolution: Any disputes arising from this Agreement shall first be resolved through non-binding mediation before a mutually agreed-upon mediator in Miami-Dade

County, Florida. If all Parties to a dispute agree, mediation may be conducted remotely. Any disputes that remain unresolved after mediation shall be resolved by Litigation.

8.5 Venue: The Parties agree that any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Miami-Dade County, Florida, provided that the jurisdictional requirements of such courts are satisfied. Each Party irrevocably submits to the jurisdiction of such courts for the purposes of any such action or proceeding.

8.6 Severability: If any provision of this Agreement is found invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

8.7 Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

8.8 Representations and Warranties: Each Party represents and warrants that it has full authority to enter into this Agreement and that all information provided is accurate and complete.

8.9 Entire Agreement: This Agreement contains the entire understanding between the Parties and supersedes all prior agreements and understandings.

8.10 Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

8.11 Indemnification: Each Party agrees to indemnify, defend, and hold harmless the other Parties, including their officers, employees, and elected officials, from and against any and all claims, liabilities, damages, and expenses arising from or related to their respective obligations under this Agreement.

8.12 No Third-Party Beneficiaries: This Agreement is for the sole benefit of the Parties and their respective successors and assigns and does not create any rights or benefits for any third parties.

8.13 Tax Liabilities: Each Party shall be responsible for the payment of its own taxes, if any, arising from the settlement payments outlined in this Agreement.

8.14 Electronic and Facsimile Signatures: The Parties agree that this Agreement may be executed and delivered by electronic or facsimile signatures, which shall be deemed originals for all purposes.

8.15 Attorneys' Fees and Costs: Each Party shall bear its own attorneys' fees and costs incurred in connection with the negotiation and execution of this Agreement.

8.16 Prevailing Party Fees: In the event of litigation arising under this Agreement, including all phases of litigation, such as appeals, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, except that each party shall bear its own attorneys' fees and costs incurred in mediation.

8.17 Construction of Agreement: This Agreement is the product of negotiations between the Parties and shall not be construed against any Party as the drafter.

8.18 Headings: The headings contained in this Agreement are for convenience only and shall not be used to construe or interpret any provision of this Agreement.

8.19 Further Assurances: The Parties agree to execute and deliver such additional documents and take such further actions as may be reasonably necessary to effectuate the intent of this Agreement.

8.20 Waiver: No failure or delay by any Party in exercising any right under this Agreement shall constitute a waiver of that right.

8.21 Modification: This Agreement may not be modified, amended, or supplemented except in writing and signed by all Parties.

8.22 Survival: The provisions of this Agreement relating to indemnification, dispute resolution, and prevailing party fees, shall survive the termination or expiration of this Agreement.

[THIS SPACE INTENTIONALLY REMAINS BLANK.

SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

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)

BLACK & VEATCH

By: _____

Name: _____

Title: _____

Date: _____

THE ENGINEERING COMPANY, LLC

By: _____

Name: _____

Title: _____

Date: _____

BRIZAGA

By: _____

Name: _____

Title: _____

Date: _____

ITEM NO. 11.D

North Bay Village
Recommendation Memorandum

DATE: March 18, 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, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS FOR THE VILLAGE'S ART IN PUBLIC PLACES PROGRAM FOR THE DEVELOPMENT OF THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX PROJECT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission authorize the Village Manager to negotiate and execute an agreement with Miami Dade County for Art in Public Places Program at the New Village Hall consistent with the attached Proposal.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's consideration and approval that would authorize the Village Manager to execute a Letter of Understanding with the Miami-Dade County Department of Cultural Affairs' Art in Public Places (AAPP) Program. This agreement will establish the framework for administrative services between the Village and the AAPP with regard to the Artwork at the new Village Hall.

Section 2-11.15(2)(a) of the Miami-Dade County Code requires that the new Village Hall and Safety Complex comply with the Art in Public Places Program requirements.

Section 2-11.15 (2) (a), ***Art in Public Places Program***

Appropriation for construction to include amount of works of art. Miami-Dade County and each municipality in Dade County shall provide for the acquisition of works of art equivalent in value to not less than one and one-half percent (1½%) of the construction cost of new governmental buildings, provided that no funds may be appropriated for this purpose from the ad valorem tax operations fund. To the extent the total appropriation is not used for the acquisition of works of art for said buildings, the remainder may be used for program administrative costs, insurance costs or for the repair and maintenance of any works of art acquired under this section: or to supplement other appropriations for the acquisition of works of art under this section or to place works of art in, on, or near government facilities which have already been constructed.

The most effective way to commission a range of artwork within the allocated budget is by identifying potential "art opportunities" and allowing responding artists to submit proposal concepts that address one or more of these opportunities. The Miami-Dade Art in Public Places Trust encourages this approach, as it does not impose limitations but rather fosters creativity, allowing artists to develop innovative ideas that maximize the impact of the APP funds through the Open Call process.

The proposed Letter of Agreement formalizes the arrangement between the Miami-Dade Art in Public Places Trust, through its Department of Cultural Affairs, and the Village, through the office of the Village Manager, regarding the County's provision of administrative services for the municipality's Art in Public Places program (AIPP) in connection with the development of the new North Bay Village Village Hall.

The final allocation for the AIPP, which is 1 ½% of the construction cost, will be determined once an updated budget is provided for the Village Hall and Safety Complex.

*An updated budget will be provided once approval for the additional floor/rooftop is granted.

It is recommended that the Village Commission authorize the Village Manager to negotiate and execute an agreement consistent with the proposed letter of understanding between the Village and Miami Dade County Department of Cultural Affairs for Art in Public Places Programs as it relates to the development of the New Village Hall.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Authorizing Art Public Places Program Services Agreement.DOCX
Exhibit A-MDC AIPP Letter of Agreement for AIPP Services.DOCX
MDC APP Program.pdf
NBV Hall Art Location Opportunities.pdf

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS FOR THE VILLAGE'S ART IN PUBLIC PLACES PROGRAM FOR THE DEVELOPMENT OF THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX PROJECT; 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, the Village entered into an agreement with the Consultant on March 16, 2023; and

WHEREAS, on December 16, 2023, the Village Commission adopted Resolution No. 2023-159 approving with conditions a site plan application by the Village for development of the Project; and

WHEREAS, as part of the Village's design and development of the Project, the Village is required to comply with the requirements of the Miami-Dade Art in Public Places Ordinance, which applies to all capital projects of Miami-Dade County (the "County") and each municipality in the County that develop new government buildings; and

WHEREAS, the County Department of Cultural Affairs (the "County Department") has provided a form Letter of Agreement, attached hereto as Exhibit "A," to provide administrative services for the Village's Art in Public Places Program ("AIPP") as it relates to the Project (the "Proposal"); and

WHEREAS, the Proposal, among other things, includes administrative fees to the County Department in the amount of 15% of the final AIPP allocation for the Project; and

WHEREAS, the Village desires to authorize the Village Manager to negotiate and execute an agreement with the County Department for the AIPP, consistent with the terms and conditions of the Proposal attached hereto as Exhibit "A" and expend funds in an amount not to exceed budgeted funds for the services associated with the AIPP; 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 an agreement with the County Department, consistent with the terms and conditions of the Proposal attached hereto as Exhibit "A," subject to the Village Attorney's approval as to form, content, and legal sufficiency, and to expend funds in an amount not to exceed budgeted funds for the services associated with the AIPP.

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 March, 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
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.northbayvillage-fl.gov

March __, 2025

Mrs. Marialaura Leslie Director
Miami-Dade County Department of Cultural Affairs
111 N.W. 1st Street, Suite 625
Miami, Florida 33128-1994

Dear Mrs. Leslie:

This document shall serve to memorialize the arrangements between the Miami-Dade Art in Public Places Trust through its Department of Cultural Affairs ("County") and North Bay Village through the office of its Village Manager ("Municipality") with respect to the County's provision of administrative services for the municipality's Art in Public Places program ("AIPP") as it relates to the development of the new North Bay Village City Hall ("Project").

On February 21, 2025, the County submitted its proposal to provide AIPP administrative services, along with an estimated budget and tentative timeline, attached hereto as Exhibit 1 (collectively, the "County AIPP Services"). The proposal included, among other things, administrative fees to the County in the amount not-to-exceed (15%) of the final AIPP allocation for the Project. On March 18, 2025, the Village Commission adopted Resolution No. 2025-TBD, accepting the terms of the County's proposal and directing the Administration to draft an appropriate agreement based on the approved terms set forth in the County's proposal.

This letter confirms the Miami-Dade Art in Public Places' agreement to provide the County AIPP Services in accordance with the terms set forth in Exhibit 1, and further clarifies the parties' roles and obligations, as follows:

1. **Village Approvals**. At all times, the Village shall be solely responsible for determining all substantive matters regarding the Village's AIPP at its sole discretion, including, without limitation, the final AIPP funding allocation and its imposition relative to the Project; areas/locations for the placement or installation of all works of art commissioned for the Project (the "Works"); the final budget for each Work; the selection of short-listed artists; the final selection of all commissioned artists ("Artists") and alternates; and the timeline for implementation of the Works.

(i) The Village's Advisory Committee for the Project ("VPAC") is welcome to participate in all Artist Selection Meetings, however the County's Art in Public Places Professional Advisory Committee (MDC-PAC) shall be responsible for determining and recommending the shortlisted artists invited to participate in the development of artwork proposal concepts and the finalists for artwork implementation. The Village Commission shall approve the final selection of Artists and alternates, after considering the recommendations of the Village's VPAC and MDC-PAC.

(ii) The Village shall determine the final AIPP budget for the Project and final budget for each Work. In performing the County AIPP Services, the County shall negotiate contracts for each Work subject to the review and approval of the Village's AIPP Coordinator or other designated Village representative.

2. **Ownership of the Works**. Ownership of and title to all Works commissioned and or acquired for the Village shall vest in the name of the North Bay Village, Florida.

3. **Proposal Development Services Agreements**. Once the PAC and AIPP short-list the artists who will be invited to develop proposals, the County through its Art in Public Places Trust, shall make all arrangements with the short-listed artists and shall be responsible for drafting and executing the Proposal Development Services Agreements with Artists on the Village's behalf.

4. **Final Professional Artist Services Agreements with Commissioned Artists.** The Village, is designating the Miami-Dade Art in Public Places Trust as the party directly entering into the contracts with the Artists, to ensure:

i. that the Artist's obligation to conceive, research, fabricate or produce, transport, and install the Work meets the Village's requirements or specifications;

ii. that the fees payable to the Artist are inclusive of all expenses associated with each Work, including but not limited to Artist travel, materials, labor, transportation, and installation of the Work, and all ancillary matters relating thereto;

iii. that the final mock-ups for the Works are subject to the approval of the Village, and that Artist agrees to collaborate with the Village with regard to any requested revisions thereto, including any changes that may need to be made to accommodate site-specific or construction-related concerns;

iv. that the Artist shall provide drawings or other information that may be necessary for the Village and its contractors to incorporate the Work into the Project;

v. that the Artist or Artist's representative shall participate in the installation of the Work in coordination with the Village and its contractors, and shall remain responsible for taking any corrective action that the Village may require to complete the installation as contemplated by the parties, including correction of faults and defects in the Work;

vi. that the Village shall insure the Work(s) and retain control over its maintenance and conservation efforts in the event of damage or loss to a specific Work(s) at the Village's sole discretion and subject to the availability of funding;

vii. that the Village may remove, loan, sell or otherwise dispose of the Work at any time, at its sole discretion;

viii. that the Artist represents and warrants that the Work is original and does not infringe on or violate any copyright or other proprietary right of any third party or contain material which is defamatory or an invasion of privacy or otherwise unlawful;

ix. that the Artist will not reproduce the Work, which is intended to be a unique edition of one, in any scale without Village's approval, and that the Artist grants to the Village a worldwide, perpetual, irrevocable license to use the Work or any portion thereof, on a royalty-free basis, with the right to reproduce, distribute, exhibit, publish, and display, transmit, and broadcast the Work for non-commercial purposes, including but not limited to promotion of the Village and its new Village Hall facility in any and all media presently existing or invented in the future throughout the universe and in all fields of endeavor; and

x. that the use of the Work by the Artist or others in printed matter or otherwise shall at all times include a credit line in accordance with the Village's Art in Public Places guidelines.

xi. **County to Manage All Contracts.** The Village delegates and designates to the Miami-Dade Art in Public Places Trust all responsibilities for negotiating, executing, and managing all Professional Artist Services agreements necessary for the performance of artists' services including, but not limited to, proposal development, commission(s) implementation, and or acquisition of artwork(s). The County shall provide the County AIPP Services, in the same manner as the County otherwise provides for its own AIPP projects.

5. **Records**. All records with respect to the County AIPP Services shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available to representatives of the Village upon reasonable request. The County will maintain adequate records to justify all expenses and costs to be reimbursed or paid by the Village, including but not limited to expenditures associated with the selection process, proposal agreements, and final agreements with commissioned artists.

6. **Schedule of Payments.** The County's administrative fees referenced in Exhibit 1 as "MDC APP Admin Fee" or "MDC APP Administrative Costs" are estimated figures that are subject to change, based on the Village Commission's final approved funding allocation for the North Bay Village Hall Project. Once the total AIPP funding allocation is determined, the proposed payment schedule for the County's administrative fees and Artwork commissioning process (and any other expenses) through the Project Close Out Phase shall be adjusted proportionately, to reflect total administrative fees to the County in the amount not-to-exceed fifteen percent (15%) of the Village Commission's approved final AIPP funding allocation for said Project. If the Village provides County with direction to adjust or temporarily suspend the schedule to correspond with the Village's timeline for procurement and administration of construction activity, the schedule of payments may be adjusted accordingly. The Village shall reserve the right to set aside (in a restricted account) 15% of the public art allocation for its future maintenance and conservation of the artwork(s).

7. **Relationship of the Parties**. The parties agree that the County and the Village are independent entities solely responsible for their acts or omissions. County's status hereunder is that of an independent contractor. Neither party, or their respective officers, elected or

appointed officials, employees, agents, independent contractors or consultants, shall be considered employees or agents of the other party, nor to have been authorized to incur any expense on behalf of any other party except on the advance written approval of the other party, nor to act for or to bind each other, except on the advance written approval of the other party.

8. **Assignment**: The County may not assign all or any portion of this letter of agreement without the prior written consent of the Village.

9. **Compliance with Laws**: Each party agrees to abide by and be governed by all applicable laws necessary for the development and completion of the County AIPP Services and the Project, including but not limited to the County's Art in Public Places Trust guidelines.

10. **Liability**: The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in Section 768.28 of the Florida Statutes.

11. **Governing Law/Venue**. This letter agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and the Village agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

12. **Termination**. This agreement may be terminated by either party for its convenience upon ninety (90) days advance written notice thereof. In the event of termination, Village shall pay or reimburse County for all previously approved expenses, along with the pro rata portion of its administrative fee through the effective date of termination. The total of outstanding administrative fees due to the County shall be deducted from the balance of unencumbered Artwork allocation funds per each executed and active Professional Artist Service agreement; which agreements will also be automatically terminated with the resulting balances transferred back and or paid to the Village within 90 days of completing a final financial settlement.

13. **Notices**. Any notices to be made hereunder shall be made in writing and shall be sent by hand delivery, facsimile with confirmation receipt, overnight courier or certified United States mail, return receipt requested, with postage prepaid. Each party may, by notice to the other party as provided herein, change the address to which notices or payments thereafter shall be sent:

Notices to Village shall be sent to:

Mr. Frank Rollason, Village Manager
C/o: Village Staff – Administrator / PM (TBD)
Art In Public Places Coordinator/Liaison
1666 Kennedy Causeway 3rd Floor
North Bay Village, FL 33141

Notices to County shall be sent to:

Mrs. Marialaura Leslie, Director
C/o: Ms. Patricia Romeu, Art in Public Places Chief
Miami-Dade County Department of Cultural Affairs
111 N.W. 1st Street, Suite 625
Miami, Florida 33128-1994

14. **Non-waiver**. The failure of either party hereto to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any election contained herein shall not be construed as a waiver or relinquishment for the future of such provision or election. No waiver or modification by any party shall have been deemed to have been made unless expressed in writing by such party.

15. **Force Majeure**. If either party is unable to perform any obligation hereunder by reason of any event beyond such party's reasonable control, including but not limited to fire, flood, epidemic, earthquake, explosion, act of God or public enemy, riot or civil disturbance, strike, lockout or labor dispute, war (declared or undeclared), terrorist threat or activity, or any federal, state, or local law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within either party's control (each a "Force Majeure" event or occurrence), such party shall be excused from performance until such time as the Force Majeure occurrence has passed.

This letter supersedes all prior negotiations, understandings, and agreements between the parties hereto and constitutes the final and complete understanding of the parties regarding the subject matter hereof, and both parties acknowledge and agree that neither party has relied on any representations or promises in connection with this letter agreement not contained herein. This letter may not be amended or modified except by a subsequent written instrument evidencing the express consent of each of the parties, duly executed by the parties.

We look forward to working collaboratively with the Miami-Dade Art in Public Places Trust and its designated staff in implementing the complex and challenging public art program envisioned for the development of the new North Bay Village Hall project.

Sincerely,

_____

Frank Rollason
Village Manager
North Bay Village

Enclosure

Acknowledged on behalf of Miami-Dade Art in Public Places Trust:

_____

EXHIBIT 1

ART IN PUBLIC PLACES
MIAMI-DADE COUNTY

Miami-Dade County
Art in Public Places
Department of Cultural Affairs

MIAMI-DADE COUNTY ART IN PUBLIC PLACES A NATIONALLY RENOWNED PUBLIC ART COMMISSIONING PROGRAM

Established 1973

Celebrating a 50 year Anniversary, Art in Public Places is one of the first public art programs in the United States,

Art in Public Places was established in 1973 with the passage of an ordinance allocating 1.5% of capital costs of new local government buildings for the purchase or commission of artworks in Miami-Dade County.

Art in Public Places is overseen by a citizens' Trust appointed by the Board of County Commissioners. The Trust receives recommendations on acquisitions and commissions from the Professional Advisory Committee, an independent group of professionals in the field of art, art history, public art, architecture, landscape architecture and architectural history.

Isamu Noguchi, *Slide Mantra, 1986*
Bayfront Park

SIGNATURE PROJECTS / MIAMI-DADE COUNTY ART IN PUBLIC PLACES

THE MIAMI LINE
ROCKNE KREBS, 1984

DROPPED BOWL WITH SCATTERED SLICES AND PEELS
CLAES OLDENBURG & COOSJE VAN BRUGGEN, 1990

A WALK ON THE BEACH: TROPICAL GARDEN
MICHELE OKA DONER, 2012

ZIFF BALLET OPERA HOUSE
JOSE BEDIA, 2006

RED M
ROSARIO MARQUARDT & ROBERTO BEHAF, 1996, 2022

THE BOLLARD PROJECT
JIM DRAIN, 2012

SPACE MOVING LIGHT
TOMÁS SARACENO, 2018

CHROMATIC INDUCTION IN A DOUBLE FREQUENCY
CARLOS CRUZ-DIEZ, 2012

I SEE MYSELF IN YOU...
HANK WILLIS THOMAS & NEKISHA BURRETT, 2019

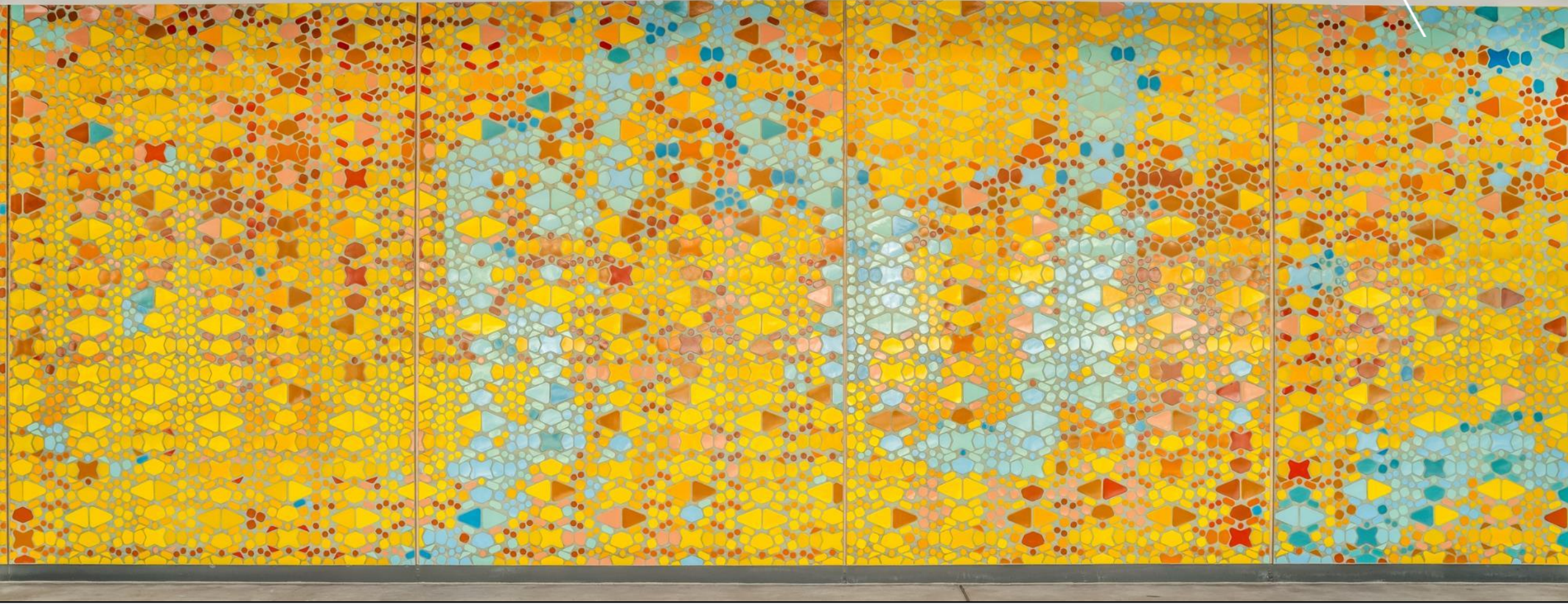
I See myself in you...

Resources

Visit us at: miamidadepublicart.org

A Guide to Art in Public Places
Procedures Manual No. 358
Miami-Dade Art in Public Places Ordinance
APP Language for Inclusion in Project RFPs
Contact Information for APP Staff

Edouard Duval-Carrié, *Oak Grove Rhapsody*, 2019
Father Gerard Jean-Juste Community Center, Oak Grove Park



Jorge Pardo, *Mural de Miami*, 2021
Norwegian Cruise Terminal B, PortMiami

Jorge Pardo, *Mural de Miami*, 2021
Norwegian Cruise Terminal B, PortMiami

HALLMARKS

Client Driven

Delivering Great Works of Art On-Time & Budget

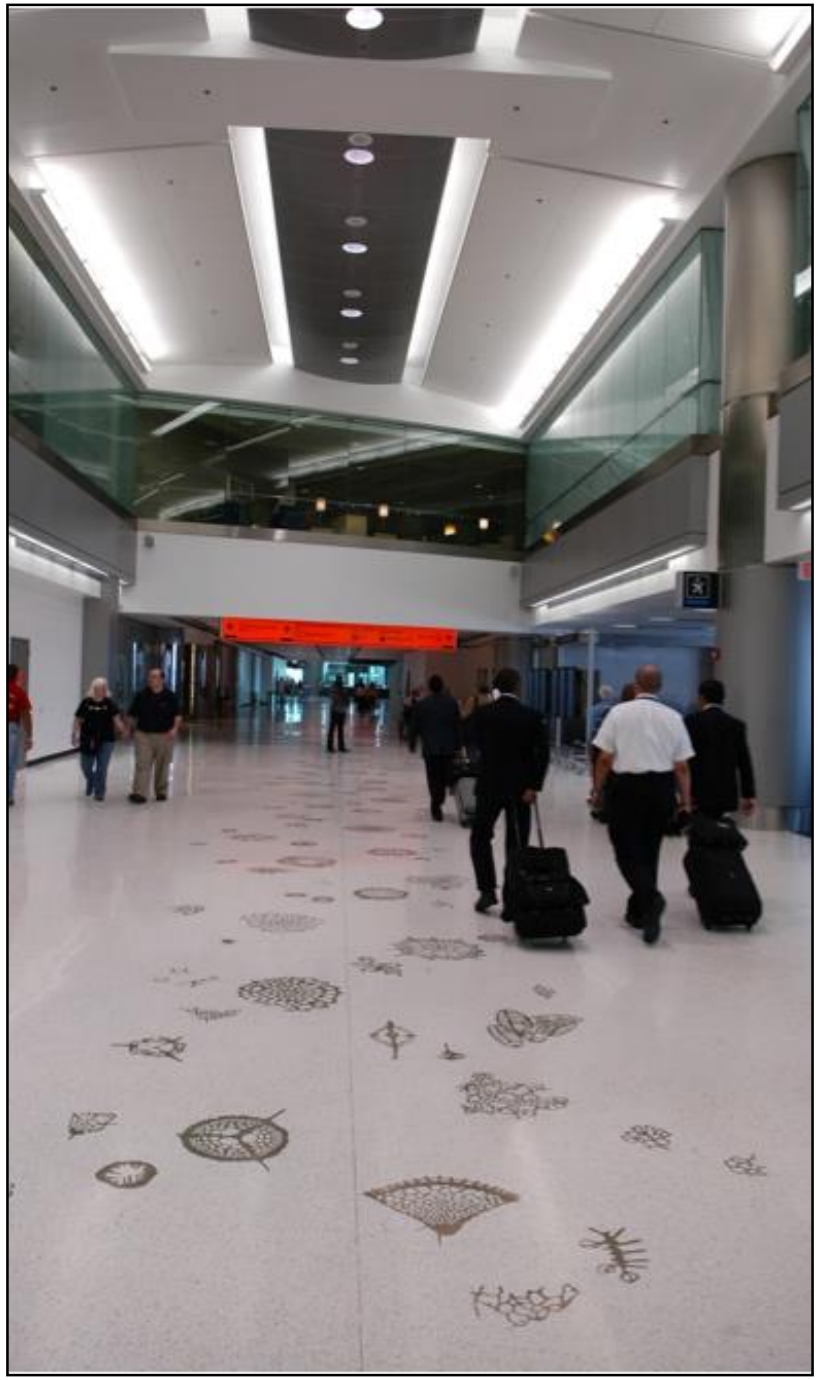
APP Adds Value to any Project

APP is a All-Inclusive & Fixed Project Component: Artwork, Project Management, and Maintenance

Christina Lei Rodriguez, *Homegrown,* 2021
Image Zach Balber
Westchester Cultural Arts Center

Christina Lei Rodriguez, *Homegrown,* 2021
Image Zach Balber
Westchester Cultural Arts Center

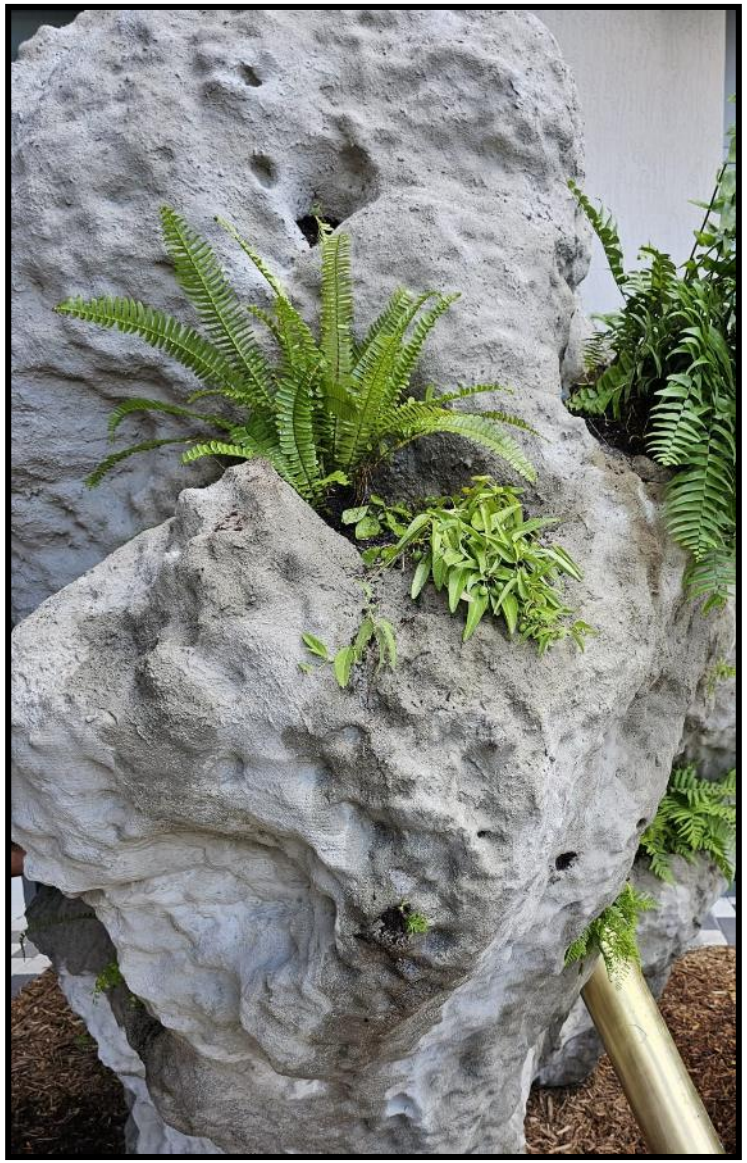
Michele Oka Doner, *A Walk on the Beach*, 1995
Miami International Airport Concourse D



Planning

Planning Phase
APP and Client meet in the early stages of a capital project to define opportunities for public art collaboration including scope of work, budget, and timetable

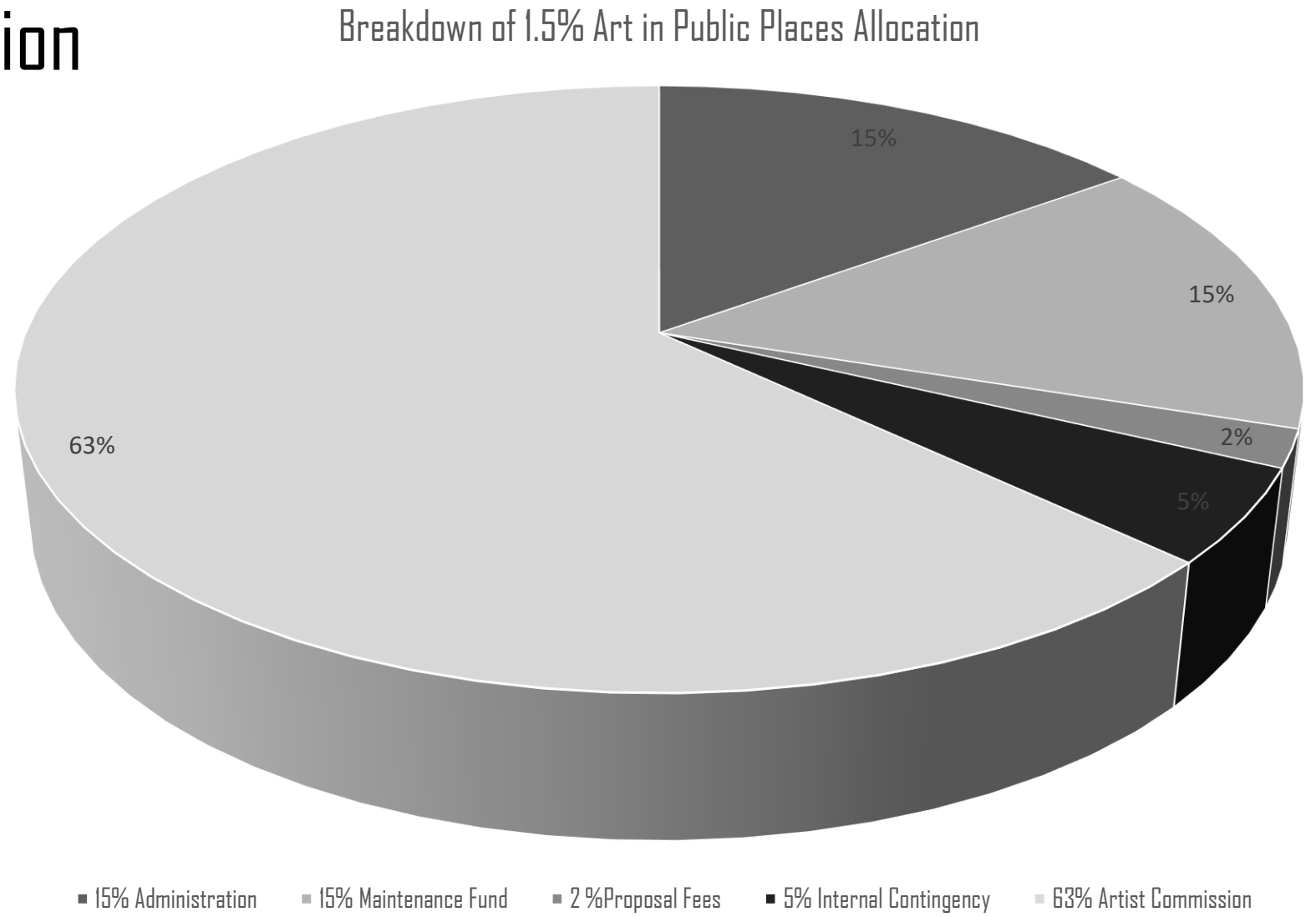
Franky Cruz, *Between Destiny and a Hard Place* , 2023
Gallery on the River

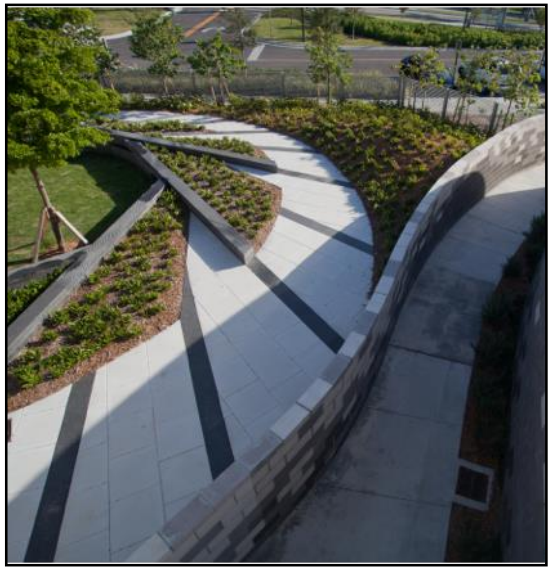


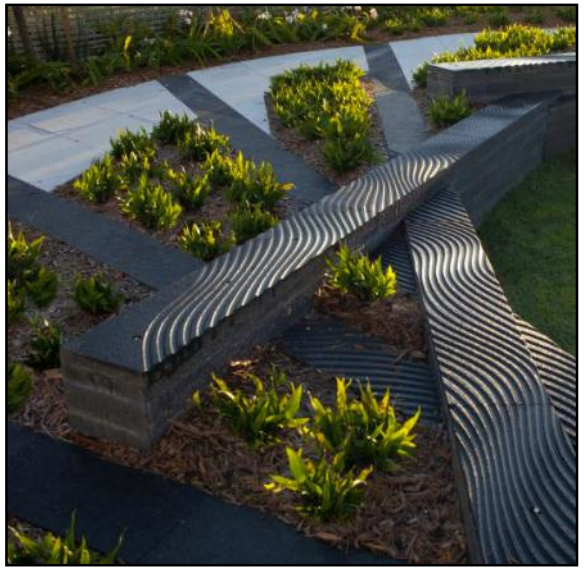
Franky Cruz, *Between Destiny and a Hard Place* , 202?
Gallery on the Rive.

ART IN PUBLIC PLACES
MIAMI-DADE COUNTY

Funding Allocation







Mikyoung Kim, *Ripple Garden*, 2011, Jackson South Hospital

Artist Selection

APP drafts Call to Artists (RFQ)
Shortlist of Qualified Artists develop artwork proposals
Winning Proposal(s) are recommended for implementation

Molly Aubry, *Bioluminescent Portals*, 2022
Anastasia Samoylova, *Miami River Series*, 2022
Gallery on the River

Professional Advisory Committee

The Miami-Dade Art in Public Places Professional Advisory Committee (PAC) is responsible for recommending acquisitions or commissions of public art to the Miami-Dade County Art in Public Places Trust. These artworks should add value to Miami-Dade County's public art collection, enhance the places where they are located, attract national attention, vitalize our County's visual signature, celebrate the diversity and heritage of Miami-Dade County, strengthen economic development and tourism, heighten civic identity, and enrich the spirit and pride of our citizens. This committee is made up of individuals who are experts in the field of art, architecture, and design. PAC members serve terms of two years, with the opportunity to renew for 3 consecutive terms, and are appointed by the Art in Public Places Trust.

Dejha Carrington, Commissioner

Leslie Goldberg, Perez & Perez Architects

Melissa Hunter Davis, Sugarcane Magazine

Jennifer Inacio, PAMM

Omar Lopez-Chahoud, Untitled / Yes Contemporary

Gean Moreno, ICA Miami, NAME Publications

Chana Sheldon, MOCA North Miami

Jason Tapia, Building Center No. 3

Wanda Texon, New World School of the Arts

Marie Vickles, PAMM

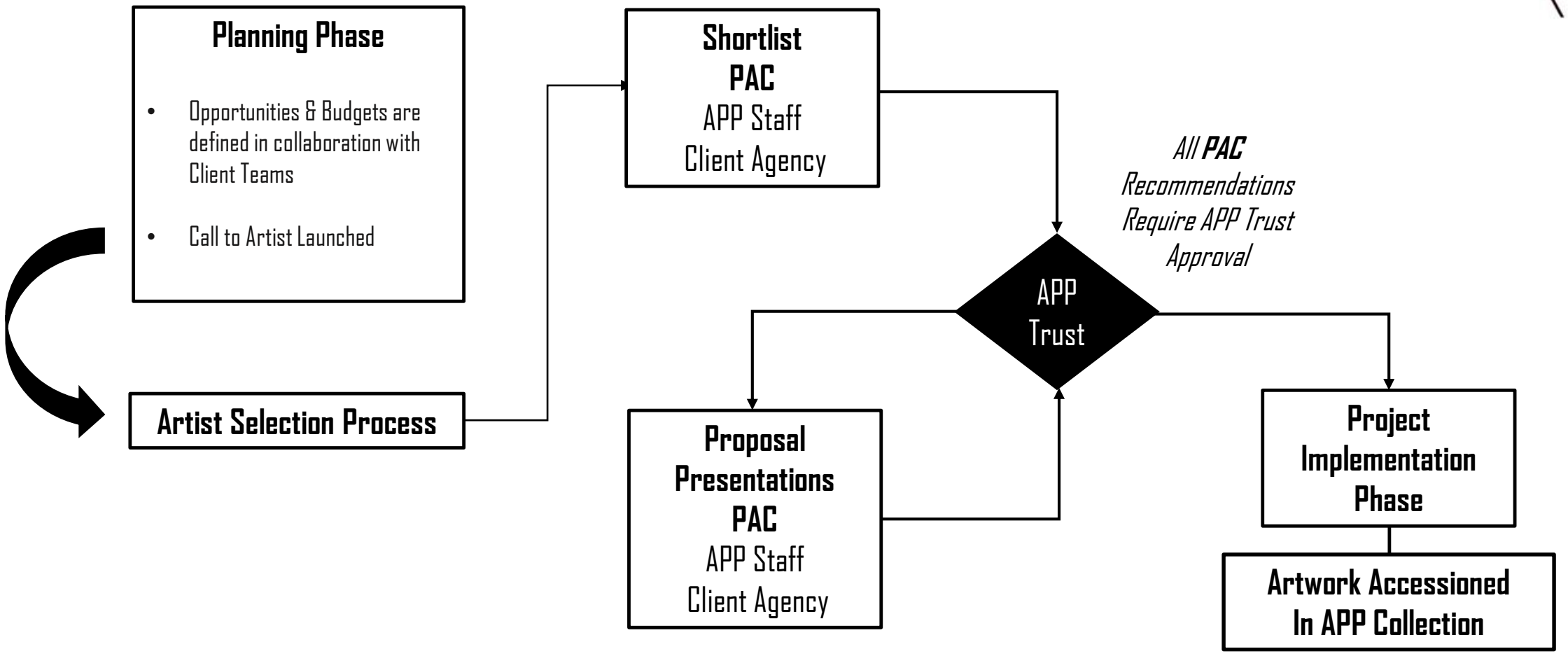
James Voorhies, Bass Museum of Art

Art in Public Places Trust

Art in Public Places is overseen by a citizens' Trust appointed by the Board of County Commissioners. The Trustees act in the public interest upon all matters related to the program and support the program's goals and objectives. The Trustees' responsibilities include the selection, maintenance, planning, public education, and curating of all works of art acquired by the program.

Claudia Comte, *Three Big Marble Corals*, 2021
Norwegian Cruise Terminal B, PortMiami

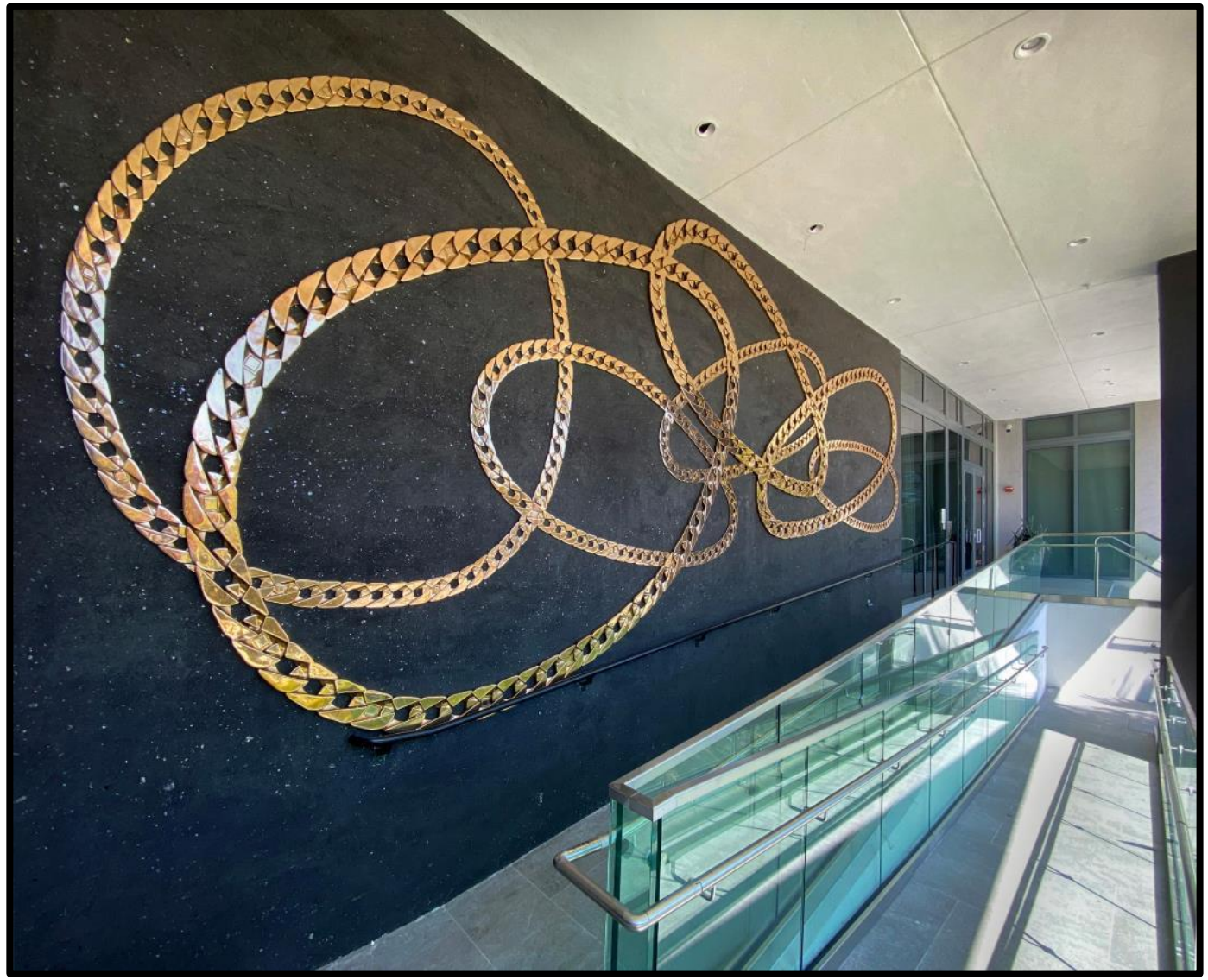
Process


Planning Phase
• Opportunities & Budgets are defined in collaboration with Client Teams
• Call to Artist Launched
Artist Selection Process
Shortlist
PAC
APP Staff
Client Agency
Proposal
Presentations
PAC
APP Staff
Client Agency
All PAC Recommendations Require APP Trust Approval
APP
Trust
Project
Implementation
Phase
Artwork Accessioned
In APP Collection

Implementation

APP manages Artist Contract through Design, Fabrication, and Installation of the work
APP takes an Active Role in the Client's Project Management Team

Luis Gispert, *Every Separation is a Link*, 2023
Gallery on the River



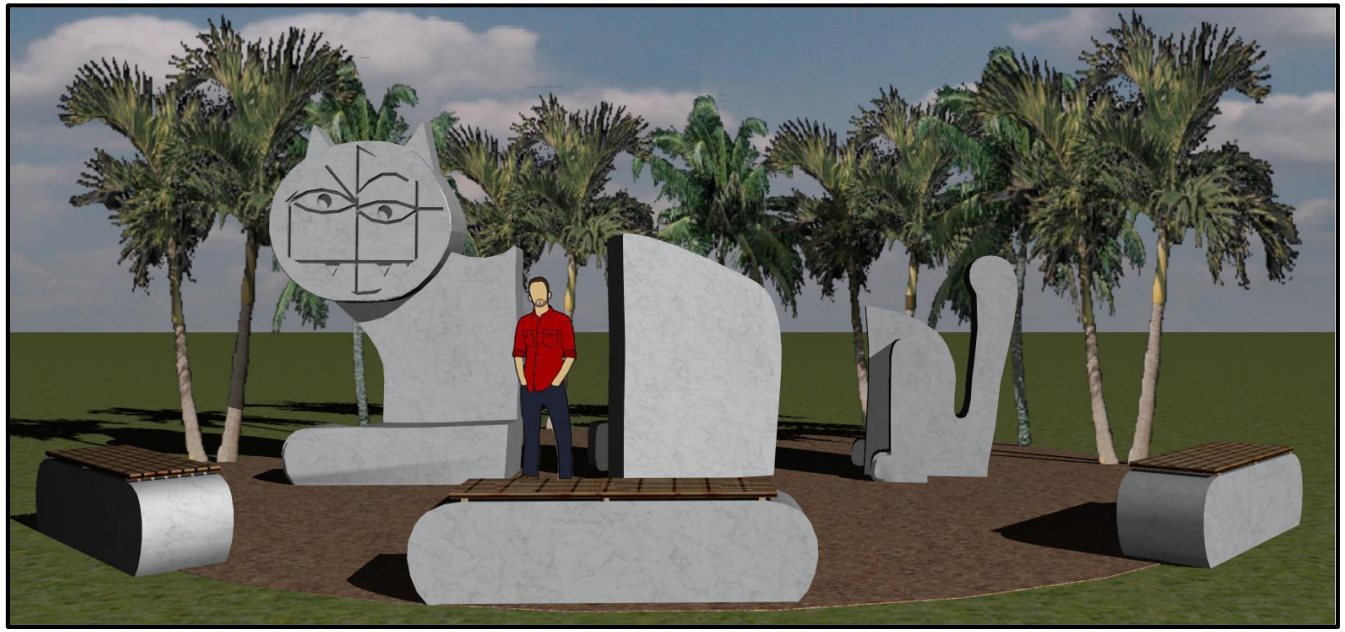
Luis Gispert, *Every Separation is a Link*, 2023
Gallery on the River

Team

Art in Public Places is a division of the Miami-Dade County Department of Cultural Affairs, one of the three largest cultural affairs departments in the nation.

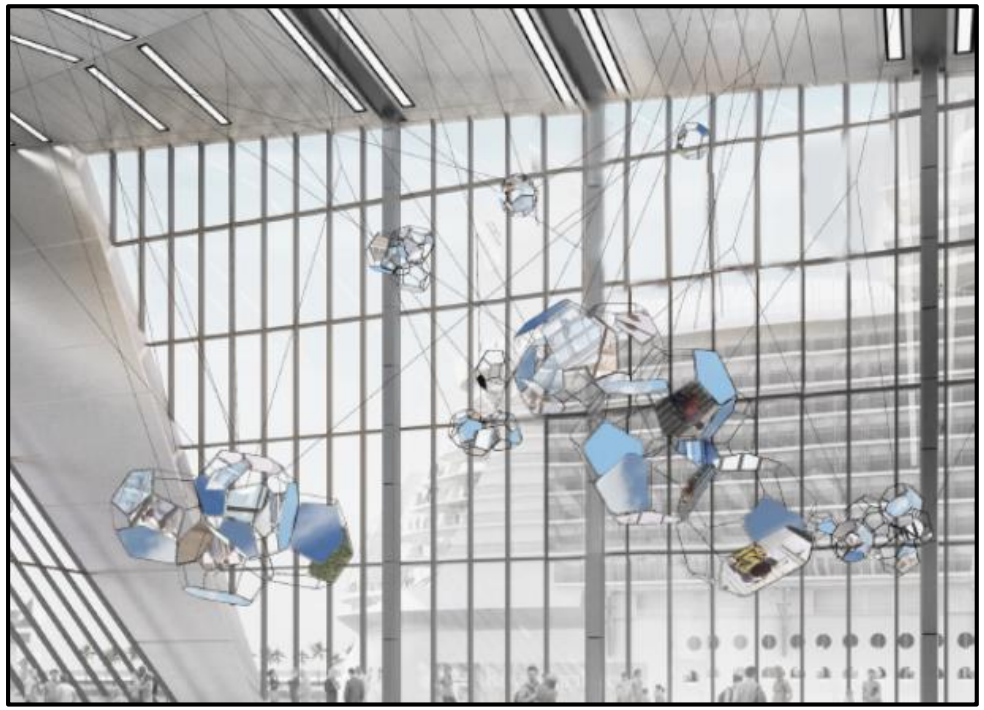
The Art in Public Places team is comprised of a number of specialists in the field of public art with a wide range of expertise in architecture, construction, project and collection management, and curatorial affairs, and is overseen by the Department of Cultural Affairs.

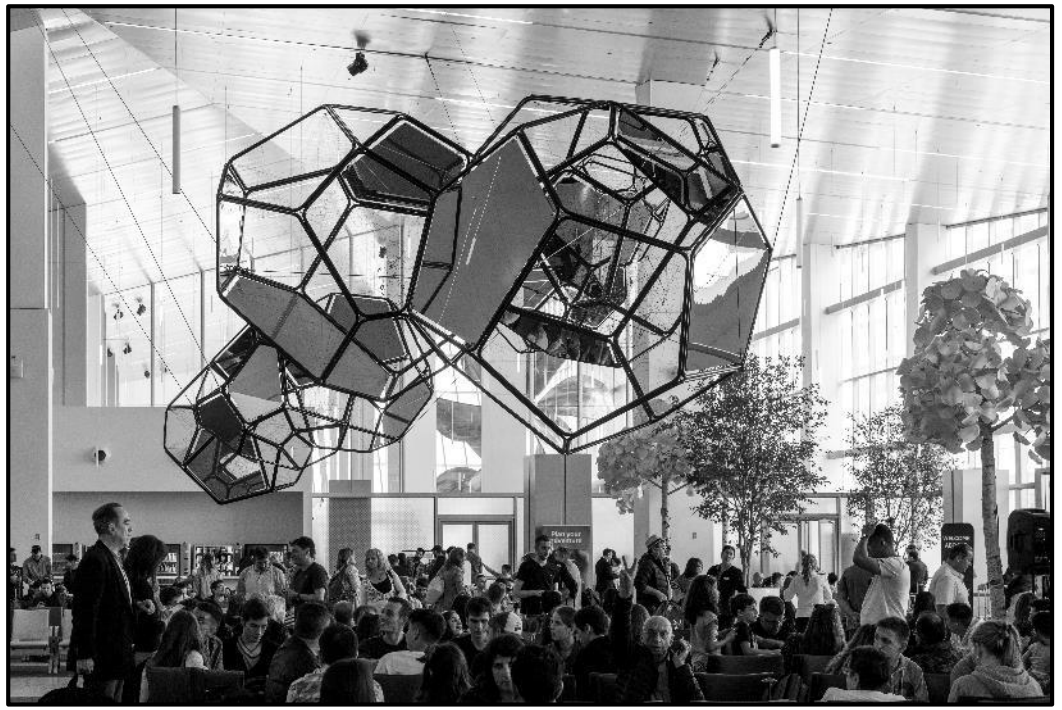
From Concepts to Commissions...



Olaf Breuning, *The Cat,* 2020
Jackson Rehabilitation Center

Karen Rifas, *Welcome to the Village*, 2019
Caribbean Village





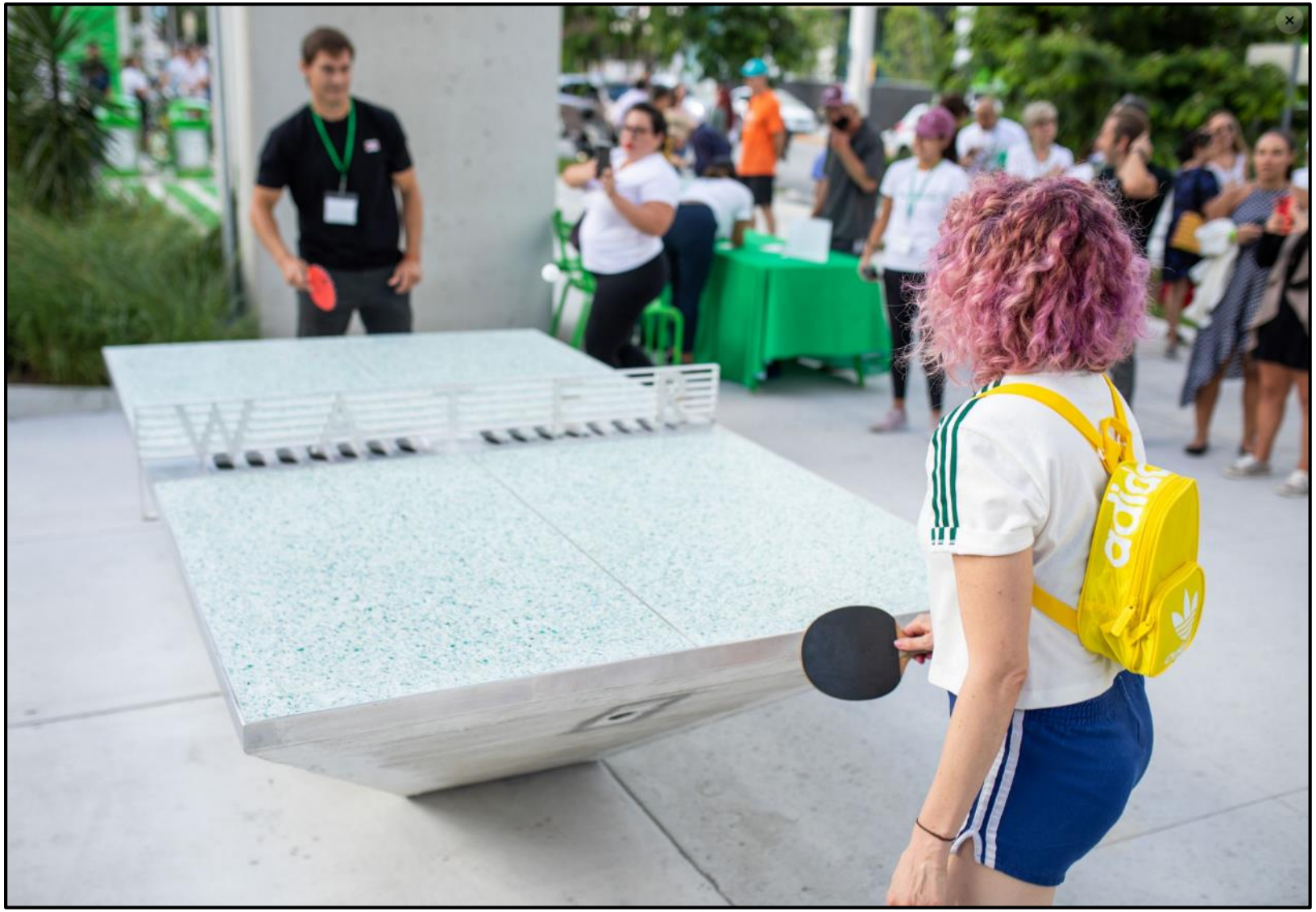
Tomás Saraceno, *Space Moving Light*, 2019
Royal Caribbean Terminal A, PortMiami

Long Term Care

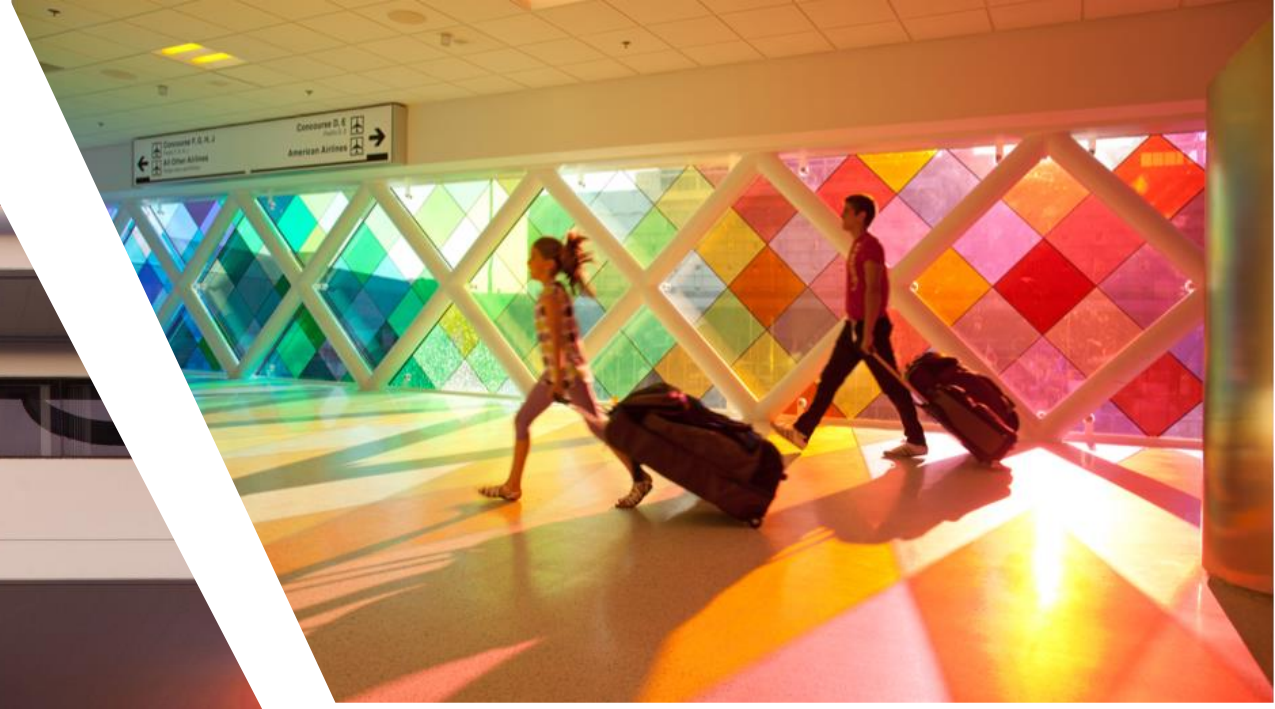
Restoration and Maintenance Program
APP artworks come with a lifetime warranty:

-Client is responsible for day to day care
-APP is responsible for specialized repairs

Cara Despain, *Water/Tables*, 2021
The Underline, Brickell Backyard



Cara Despain, *Water/Tables*, 2021
The Underline, Brickell Backyard



Christopher Janney, *Harmonic Convergence*, 2011, Miami International Airport

Jose Bedia; Robert Zakanitch, Ana Murch (Clockwise)
Adrienne Arsht Center for the Performing Arts

Collection

Art in Public Places commissions permanent works of public art from local, national, and international contemporary visual artists. The program's commissions and acquisitions contribute to and reflect the critical dialogues and artistic methodologies of the time, while embracing the unique context of South Florida. Accessioned artworks join an internationally renowned collection of over 1,000 artworks and are preserved through a lifetime Maintenance and Repair Program.

The Artbank represents a holding of largely two dimensional artworks that are installed through an inter-county loan program throughout County facilities.

Visit the collection at www.miamidadepublicart.org

NEW WEBSITE UNDER CONSTRUCTION! FALL 2023....

Snarkitecture, *A Memorial Bowing, 2012*
Marlins Ballpark

Snarkitecture, *A Memorial Bowing, 2012*
Marlins Ballpark

Where we are now...Program Overview

Public Art Collection

Over 1000 works

Including

ArtBank of
Two-Dimensional
&
Three-Dimensional Works

Site-Specific Works
&
Integrated Works

Economic Impact

$7.5 million
Annual Operating Budget

12
Open Call to Artists

132
Shortlisted Artists

$1150.00
Avrg Proposal Fee

Current Program Portfolio
151

Active Commissions
100+

In Planning Phase
28

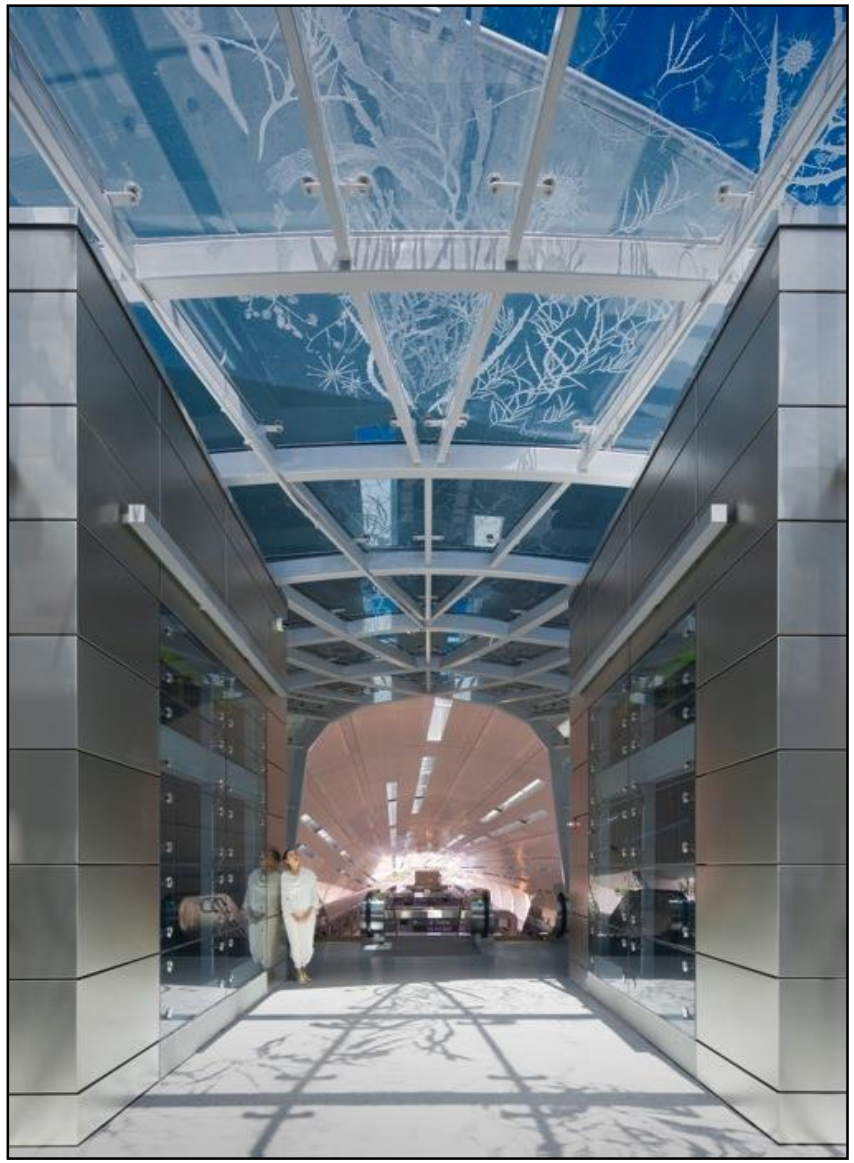
Conservation & Collection Management
12

Connect

@artinpublicplacesmdc

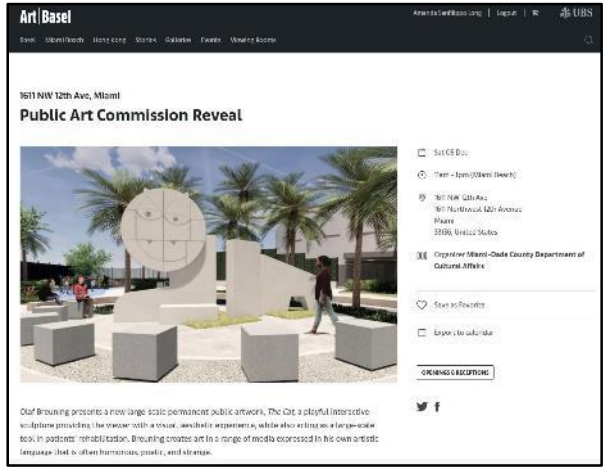
www.miamidadepublicart.org

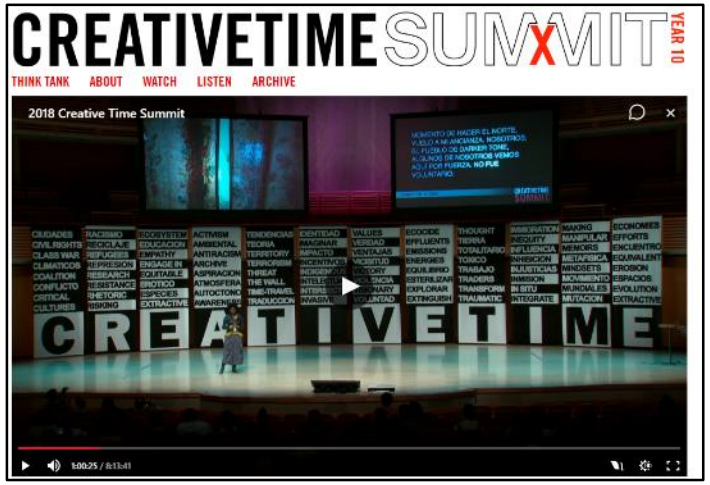
ArtistRegistry Newsletter



Michele Oka Doner, *Sargassum, 2012*
MIC Center, MIA

Public Programming





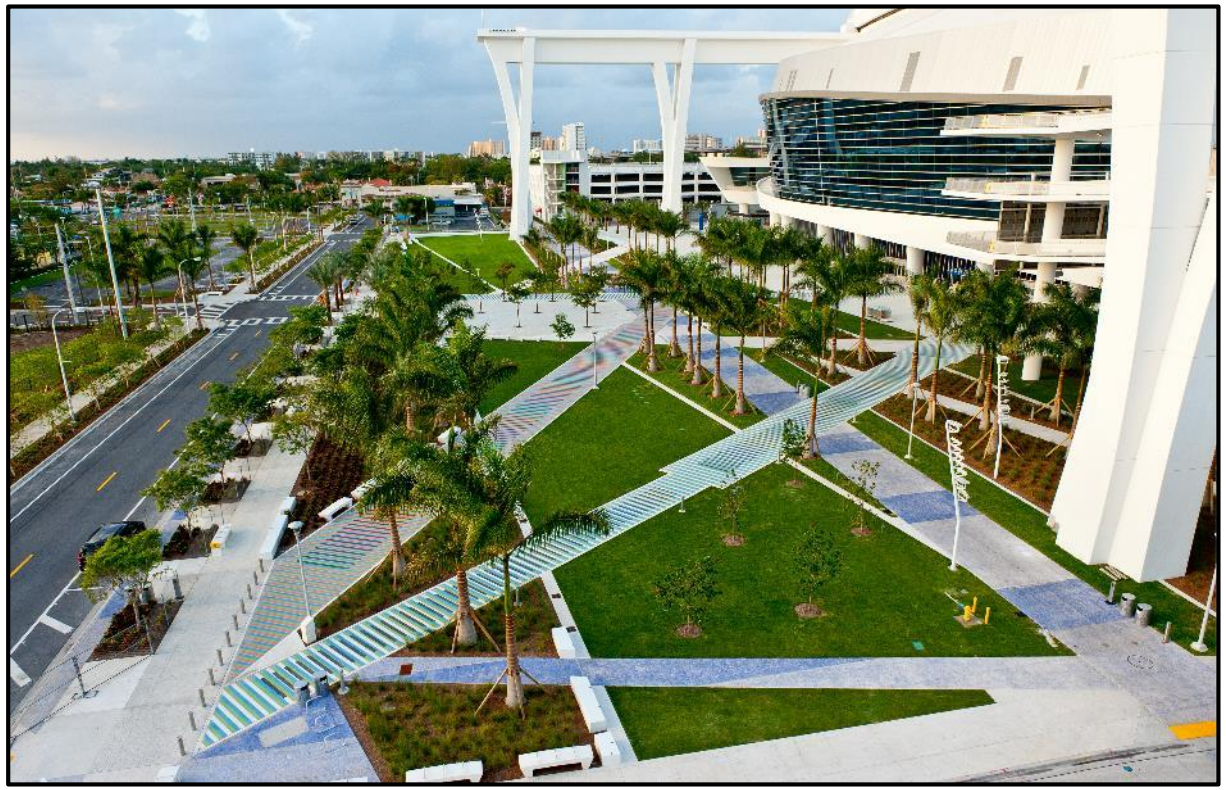
Conferences

Tours

Exhibitions

Snarkitecture, *A Memorial Bowing, 2012*
Marlins Ballpark

Research



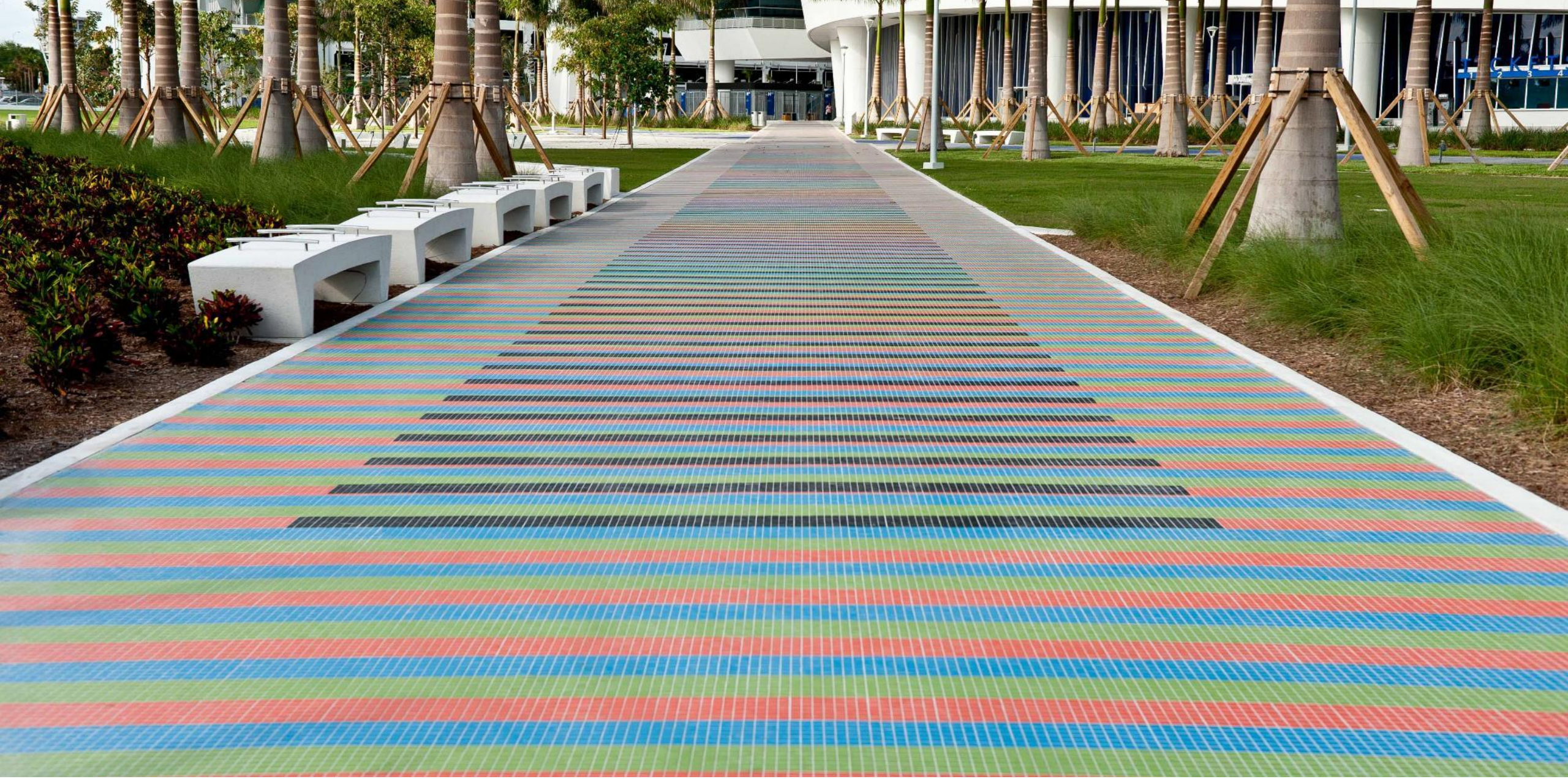
Procedures Manuals

Online Collection

Archives

Library

Carlos Cruz-Diez, Chromatic Induction in a Double Frequency, 2012
Marlins Ballpark



Hank Willis Thomas and Nekisha Durrett, 2019
Audrey M. Edmonson Transit Village and Sandrell Rivers Theatre

Public Art

Transforms every day experiences of public spaces from ordinary to extraordinary

Encourages people to engage with the surrounding built environment

Public Art

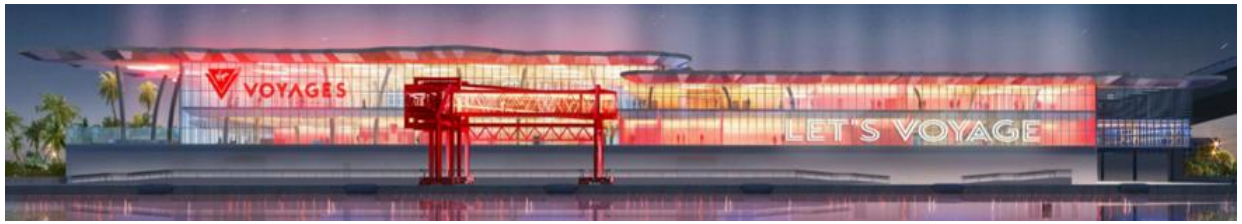
Educates, Entertains, and Provokes Thinking
without compromising its excellence
in the world of fine arts

ART IN PUBLIC PLACES
MIAMI-DADE COUNTY

Case Study
Virgin Voyages
Terminal V, PortMiami

Miami-Dade County
Department of Cultural Affairs
Art in Public Places

Virgin Voyages
Terminal V - Port Miami



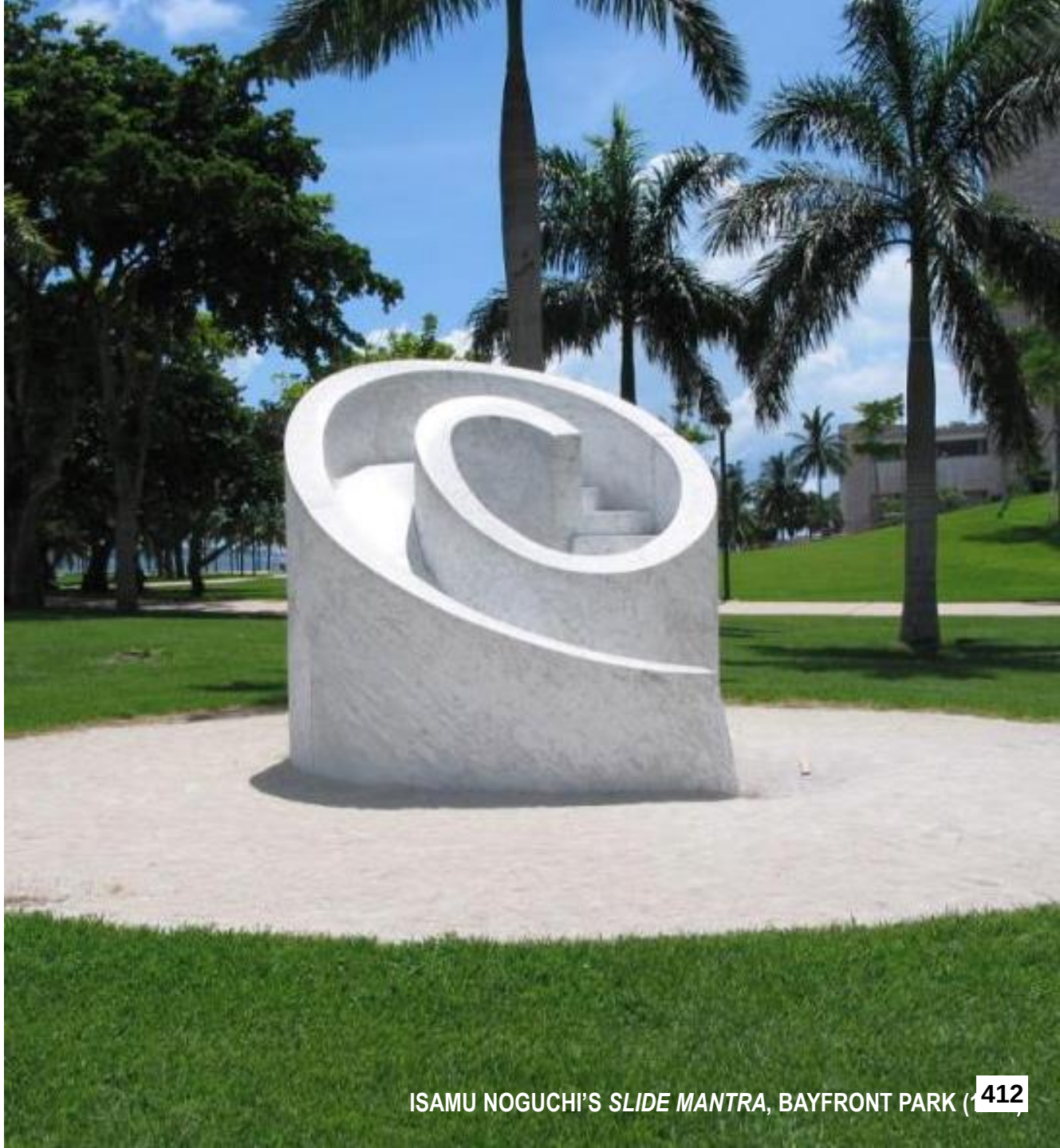
South Florida Call to Artists

ART IN PUBLIC PLACES OF THE MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS IS A NATIONALLY RENOWNED PUBLIC ART COMMISSIONING PROGRAM

One of the first public art programs in the United States, Art in Public Places was established in 1973 with the passage of an ordinance allocating 1.5% of capital costs of new local government buildings for the purchase or commission of artworks in Miami-Dade County. Art in Public Places is overseen by a citizens' Trust appointed by the Board of County Commissioners. The Trust receives recommendations on acquisitions and commissions from the Professional Advisory Committee, an independent group of professionals in the field of art, art history, public art, architecture, landscape architecture and architectural history.

Art in Public Places strives to commission significant permanent works of public art from local, national, and international contemporary visual artists. The program's commissions and acquisitions contribute to and reflect the critical dialogues and artistic methodologies of the time, while embracing the unique context of South Florida. Accessioned artworks join an internationally renowned collection of over 1,000 artworks and are preserved through a lifetime Maintenance and Repair Program.

Art in Public Places is dedicated to enriching the public environment and to preserving and enhancing the artistic and civic pride of Miami-Dade County. Art in Public Places promotes collaboration and commissions that improve the visual quality of public spaces, transforming them from ordinary civic areas to places that can lift the spirit and connect with the community.



ISAMU NOGUCHI'S *SLIDE MANTRA*, BAYFRONT PARK (1[illegible],

Brief

Miami-Dade County Department of Cultural Affairs through its Art in Public Places Program and Miami-Dade County, PortMiami and Virgin Voyages request qualifications for artists to be considered to make full proposals for the new Terminal V at PortMiami. The selected artist(s) will design unique artwork(s) that will contribute to the identity of this facility and engage employees, visitors and passers-by in unexpected and delightful ways.

Opportunities for public art include a large-scale text-based artwork application to exterior north wall, a suspended lighting feature, integrated sculptural wall applications, and free-standing artist designed-planters for the terminal's interior and exterior.

How to Apply
Deadline: Monday August 24, 2020, 11:59PM
10 Images completed work
CV & Brief Statement
Submit at:
http://www.miamidadepublicart.org/#about-calls

Total Project Budget
$995,000
**3-5 commissions are envisioned*
**Construction credits for integrated artworks may enhance the total project budget.*

Eligibility
Open to professional visual artists based in South Florida

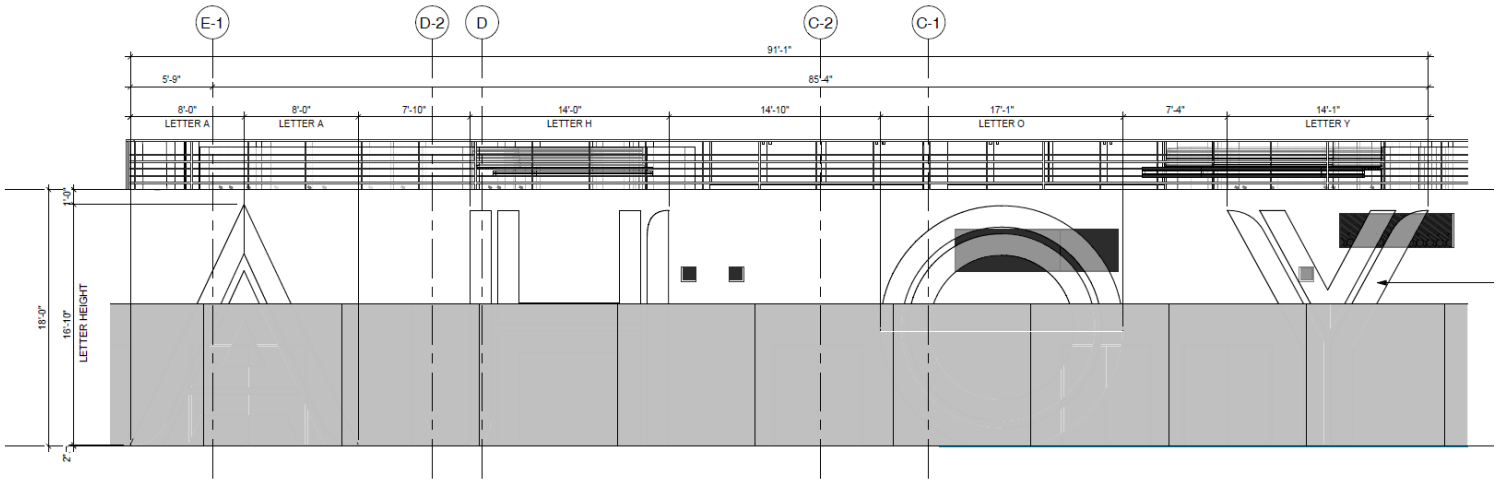
Location
PortMiami, Terminal V
905 S America Way, Miami, FL 33132
(Prior Location of Terminal H)

The new 100,000 square foot Virgin Voyages terminal will be a palm grove inspired design concept developed by the Miami-based designers from Arquitectonica. This concept encompasses a design that builds on Virgin Voyages' design ethos of the Modern Romance of Sailing, a thoroughly new take on the formal grandeur and opulence of the ocean liner heyday that heroes ocean views with a thoughtful root in history and tradition. The palm grove design is inspired by Miami Beach's iconic palm trees and the island's historical origins as an area intended for harvesting coconuts. The terminal's rooftop is designed to resemble a palm tree grove with rooftop pockets that allow natural light to flow into the building by day, and uplighting by night that will light up the company's iconic Virgin Voyages red logo and allow the facility to shine bright, mirroring the city's skyline. The two-story storm-proof glass facility will be replete with lush landscaping giving the terminal a plaza-like feel with designated areas for drop offs of VIP's, ride-sharing and provisioning, designed to provide a seamless shore to ship experience.

VOYAGES

Text-Based Exterior Wall Application

- Text-based artwork application to exterior wall facing north, 18 feet tall and approximately 92 feet wide.
- Visible from MacArthur Causeway and Watson Island
- Applications are encouraged to be permanent, withstanding harsh weather conditions and and not limited to paint applications.
- Client seeks text-based work aligned with themes of Virgin Voyages, tropical vernaculars, adventure, and sailing



Suspended Light-based Feature

- Suspended lighting feature intended to be installed within the Terminal's VIP lounge and bar
- Electricity infrastructure is existing

Integrated Sculptural Walls

- Sculptural wall relief and / or cladding for interior walls
- Create statement entrance and flow / wayfinding experience from entrance from VIP lobby into the VIP lounge and components (bar, restroom, amenities)

Planter Sculptures/ Seating Elements

- Stand-alone sculptural planting and seating elements
- Intention to be placed throughout interiors and exterior decks of Terminal

Time-based Media Video Wall

Upon entering the terminal, guests will experience a triple-height welcome area which will prominently feature a configuration of LED screens.

Shortlisted artists will be invited to create proposals for this large-scale time-based media wall with two options:

1. Artists are invited to propose content / time based media artwork designed for the configuration of screens and technology recommended by the client (32 LED screens, 1 x 36' vertical panels as seen in image on right)
2. Artists are invited to propose an original design and configuration of LED screens AND the content / time-based media artwork.

It is intended that the screen system and artwork compliment the architecture and highlight themes related to Virgin Voyages, nature, palm groves, water, and tropical vernaculars. Only the commissioned artwork will be displayed on the screens.

Estimated Schedule

This schedule is subject to change

Estimated Project Schedule	**Terminal V - PortMiami**
Architect Review Call to Artists	July 2020
Call to Artists Released & Promoted	July 17, 2020
Application Deadline	August 24, 2020
Initial PAC: Short List Recommendations	August 25-28, 2020
APP Trust: Approval of Short List and Proposal Contracts	September 8, 2020
Artist Orientation or Conference Call	September 22-25, 2020
Artist Concept Consultation	October 1-2, 2020
Artist Draft Proposals Review	October 23, 2020
PAC: Short List Artist Presentations and Finalists Recommendation	October 26-30, 2020
Trust: Approval of Finalist Recommendation	November 10, 2020
Selected Artist Notice to Proceed with Design Development	Mid-November 2020
Project Completion	August 2021

How To Apply

DEADLINE
Monday, August 24,11:59PM

SUBMIT
-10 samples of completed work
-CV
-Brief artist statement

SUBMIT AT
http://www.miamidadepublicart.org/#about-calls

Artists are invited to identify each work sample with the medium, dimensions, date, location, client/agency, size, budget, completion date (if applicable), and brief written description. Artists who work in video, sound, installations, and kinetic sculpture may submit a short selection of video, audio or dynamic media file. The application platform, Submittable, is free to register and use. Artists are not invited to submit proposal concepts at this time.

PLEASE, NOTE THAT UPON SHORTLIST RECOMMENDATION, ART IN PUBLIC PLACES WILL CONTRACT DIRECTLY WITH AND COMMUNICATE SOLELY WITH THE ARTIST AND/OR HIS OR HER DESIGNEES.

ARTIST REPRESENTATIVES INCLUDING GALLERISTS OR OTHER THIRD PARTIES ARE ENCOURAGED TO SUBMIT QUALIFICATIONS ON BEHALF OF AN ARTIST; WITH THE ARTIST'S EXPLICIT CONSENT AND ACKNOWLEDGEMENT THAT ALL FURTHER COMMUNICATIONS AND CONTRACTUAL RELATIONS ASSOCIATED TO THIS OPPORTUNITY ARE TO BE DIRECTLY HANDLED BY THE ARTIST AND/OR HIS OR HER DESIGNEES.

For questions, please contact:
Amanda Sanfilippo Long
Curator & Artist Manager, Art in Public Places
Miami-Dade County Department of Cultural Affairs
111 NW 1st Street, Ste. 625, Miami FL 33128
amandas@miamidade.gov
305-375-5436

Process

Pursuant to the processes of the Miami-Dade County Art in Public Places Program, a three-member group of art and architectural professionals drawn from the Professional Advisory Committee (PAC) will recommend a shortlist of artists to create full proposals to the Art in Public Places Trust. The primary criteria for shortlist selection will be previous artistic accomplishment as demonstrated in images of completed artwork, public art experience, and/or initial design approach to the project as demonstrated in the artist's statement. Artists who have not created public art before are warmly invited to apply. If appropriate, the PAC reserves the right to recommend artists who may not have applied to this Call.

Upon being recommended to prepare full proposals, shortlisted artists will receive detailed information regarding the opportunities for public art. Artists will also be invited to attend a site visit and Artist Orientation meeting, and will have the opportunity to meet with the client, including the design & the construction teams, and Art in Public Places staff.

Shortlisted Artists will receive a proposal honorarium commensurate to the number of proposals they present, as well as an allowance for travel-related expenses for personally attending the recommended meetings in Miami-Dade County including the Artist Orientation and final proposal presentation meeting. Artists may choose to present their final proposals via video conference. Art in Public Places staff will be available to support inquiries throughout the process. Upon the presentation of proposals, the PAC will again make recommendations for final commissions to the Art in Public Places Trust for their consideration.

About the Partners

ABOUT MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS, ART IN PUBLIC PLACES

One of the first public art programs in the country, Miami-Dade Art in Public Places was established in 1973 with the passage of an ordinance allocating 1.5% of construction cost of new county buildings for the purchase or commission of artworks, educational programs and collection maintenance. The Art Trust Fund is administered by a County Commission-appointed citizens' board, the Art in Public Places Trust, in consultation with its Professional Advisory Committee. The Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council develop cultural excellence, diversity and participation throughout Miami-Dade County by strategically creating and promoting opportunities for artists and cultural organizations, and our residents and visitors who are their audiences. Through staff, board and programmatic resources, the Department, the Council and the Trust promote, coordinate and support Miami-Dade County's more than 1,000 not-for-profit cultural organizations as well as thousands of resident artists through grants, technical assistance, public information and interactive community planning. The Department directs the Art in Public Places program and serves its board, the Art in Public Places Trust, commissioning, curating, maintaining and promoting the County's art collection. The Department receives funding through the Miami-Dade County Mayor and Board of County Commissioners, The Children's Trust, the National Endowment for the Arts, the State of Florida through the Florida Department of State, Division of Cultural Affairs and the Florida Council on Arts and Culture, and the John S. and James L. Knight Foundation. Other support and services are provided by TicketWeb for the Culture Shock Miami program, the Greater Miami Convention and Visitors Bureau, the South Florida Cultural Consortium and the Tourist Development Council. www.miamidadepublicart.org and www.miamidadearts.org

ABOUT MIAMI-DADE COUNTY SEAPORT / PORTMIAMI

PortMiami is Miami-Dade County's second most important economic engine, contributing $41.4 billion annually to the local economy and supporting more than 324,352 jobs in South Florida. It is recognized as the Global Gateway. Miami's unique geographic position makes the Port easily accessible to Caribbean and Latin American markets, as well as those of Asia and Europe by way of the Panama Canal. PortMiami is also known worldwide as the Cruise Capital of the World, welcoming more cruise passengers to its terminals than any other port in the world.

ABOUT VIRGIN VOYAGES

Virgin Voyages is a global lifestyle brand committed to creating the world's most irresistible holiday. With operations in the US, UK and Europe, Virgin Voyages currently has four ships on order with master shipbuilder Fincantieri. With its inaugural season scheduled for 2020, Virgin Voyages' first ship the Scarlet Lady was designed to reflect a yacht's sleek luxury. Featuring spaces designed by some of the top names in contemporary interiors, the Scarlet Lady will be Adult-by-Design, a sanctuary at sea for the 18+ traveler. A dose of 'Vitamin Sea' will be naturally intertwined across the entire ship, with well-being activated through a mix of high-energy moments coupled with relaxation and rejuvenation. The Scarlet Lady will also feature alluring entertainment and 20+ world-class intimate eateries onboard. Putting a twist on luxury, which the company refers to as Rebellious Luxe, Virgin Voyages will offer incredible value for its sailors with all restaurants, group fitness classes, soft drinks, and many more Virgin surprises included within the voyage fare. The Scarlet Lady, will sail from Miami to the Caribbean in 2020, hosting more than 2,770 sailors and 1,160 amazing crew from around the world. Keep watch on virginvoyages.com for more updates.

About the Partners

ABOUT ARQUITECTONICA

With offices in Miami, New York, Los Angeles, Paris, Hong Kong, Shanghai, Manila, Lima and Sao Paulo, Arquitectonica is a major presence on the international stage.
From its inception in 1977, the firm received almost instant attention and acclaim from critics and the public alike, due to a bold modernism that was immediately identified with a renaissance in Miami's urban landscape. Led by Principals Bernardo Fort-Brescia and Laurinda Spear, Arquitectonica continues to push the limits of design with its innovative use of materials, geometry, pattern and color to introduce a new brand of humanistic modern design to the world. Arquitectonica has received hundreds of design awards and its groundbreaking work has been the subject of exhibitions at numerous museums and institutions. Arquitectonica is known as one of the pioneers of globalization in the architecture profession. Today its practice spans the world, with projects in fifty-nine countries on five continents. The firm's global presence includes the Microsoft Europe Headquarters in Paris, the Bronx Museum in New York City, Festival Walk and Cyberport Technology Campus in Hong Kong, the Agricultural Bank of China and China Construction Bank headquarters in Shanghai, the International Finance Center in Seoul, the Banco Real Santander Headquarters and JK Iguatemi in San Paulo, the Infinity and Lumina towers in San Francisco, the Philips Arena in Atlanta, and Brickell City Centre and the American Airlines Arena in Miami.

ABOUT BERMELLO AJAMIL ARCHIECTS

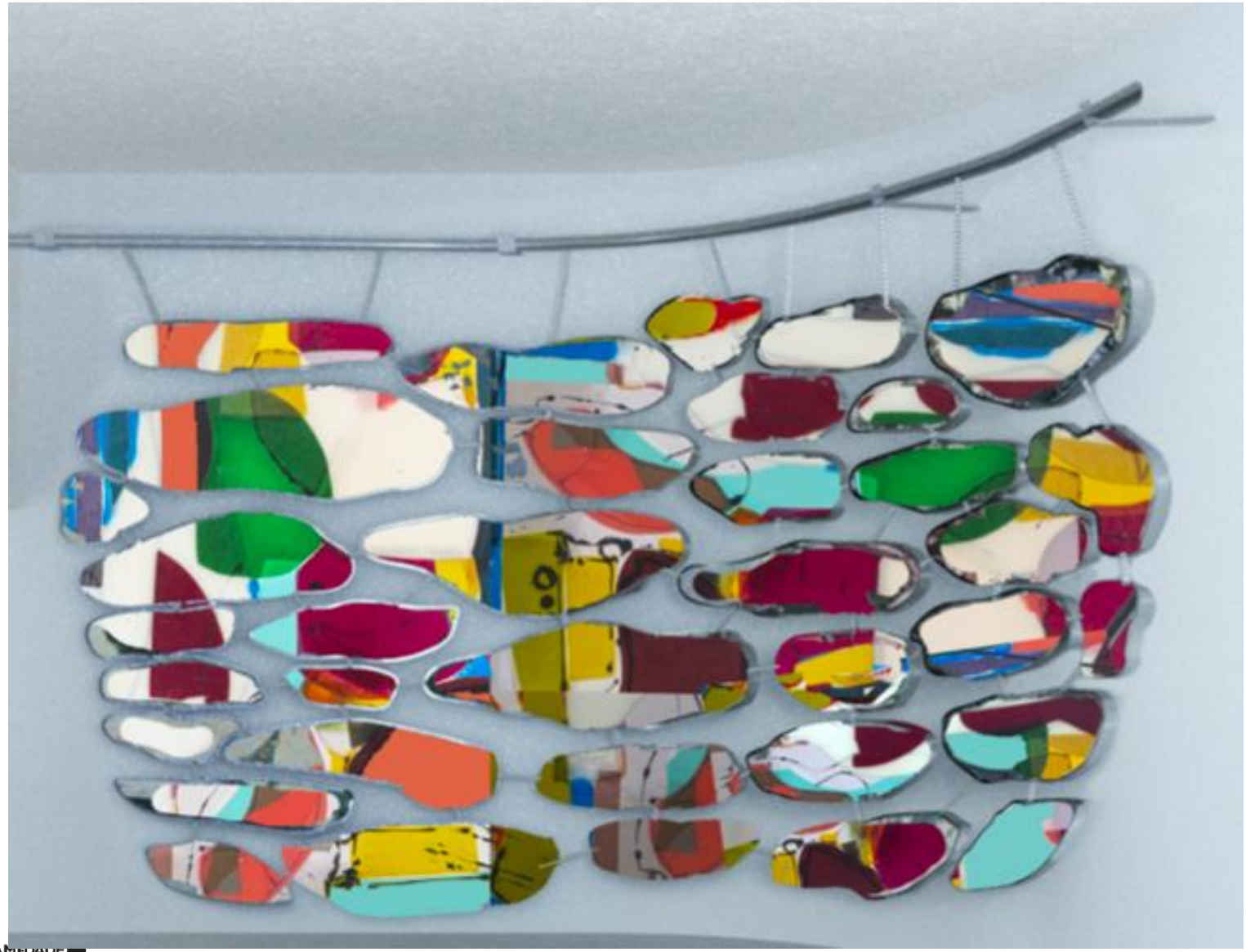
Bermello Ajamil & Partners Inc. (BA) is a global interdisciplinary A/E firm established in 1939. Offering services that include Architecture, Engineering, Planning, Landscape Architecture, Interior Design and Construction, B&A serves various market sectors consisting of Aviation, Commercial, Education, Healthcare, Maritime, Municipal, Residential and Transportation.Headquartered in Miami, the firm operates on 6 continents from its offices in Florida, New York and Denmark and is highly recognized for its award-winning designs and extraordinary service.The firm's professional staff of over 100 talented individuals is always committed to embracing the client's vision and needs first. With an abiding promise to its clients and the communities that it serves, B+A has the unique expertise to connect projects on an intimate level and constantly evolve the quality of life in regions around the world. The firm has continuously developed innovative design technologies resulting in intelligent, sustainable solutions that enrich the built environment.

Artist Recommendation:
Virgin Voyages – Local Artists
January 28 & 29, 2021
13 Local
10 National

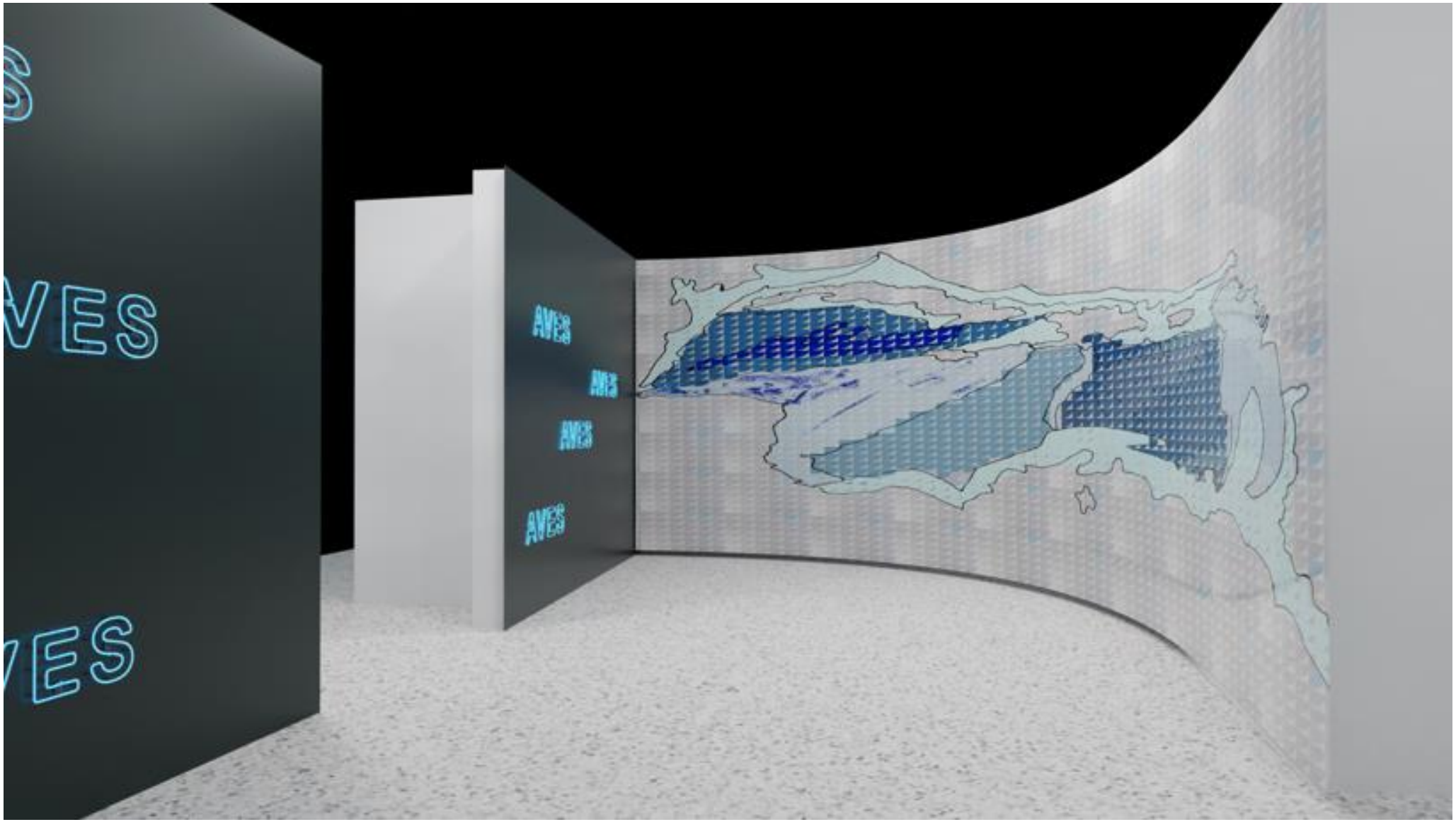
Miami-Dade County
Art in Public Places
Department of Cultural Affairs

KELLY BREEZ

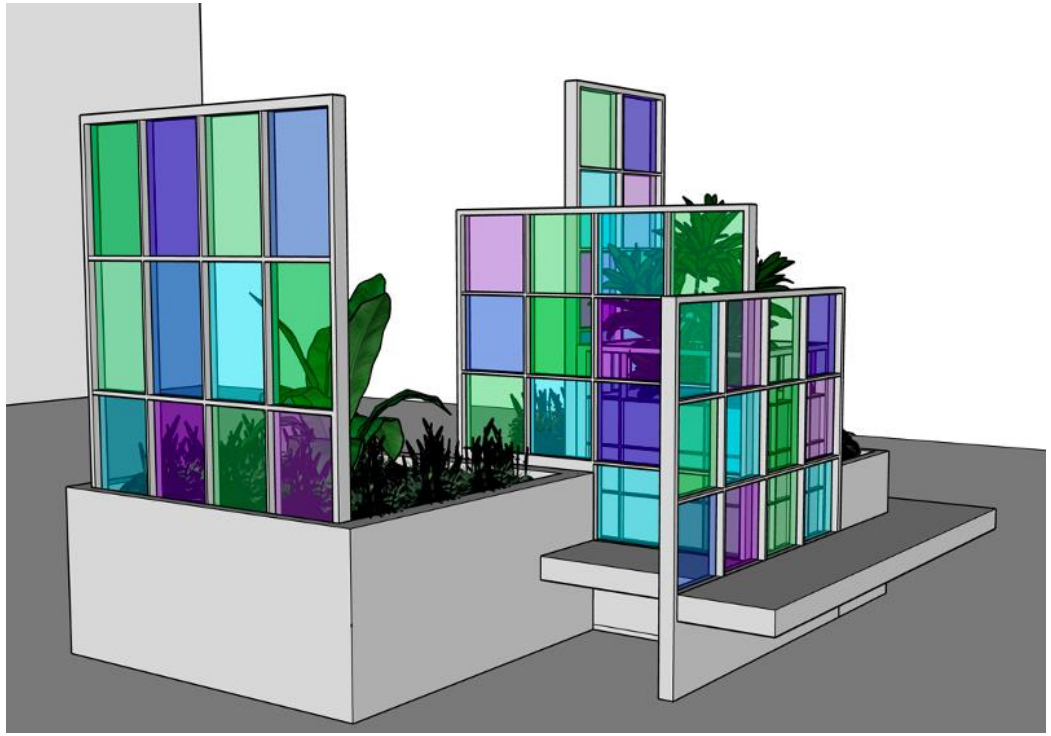
JILLIAN MAYER

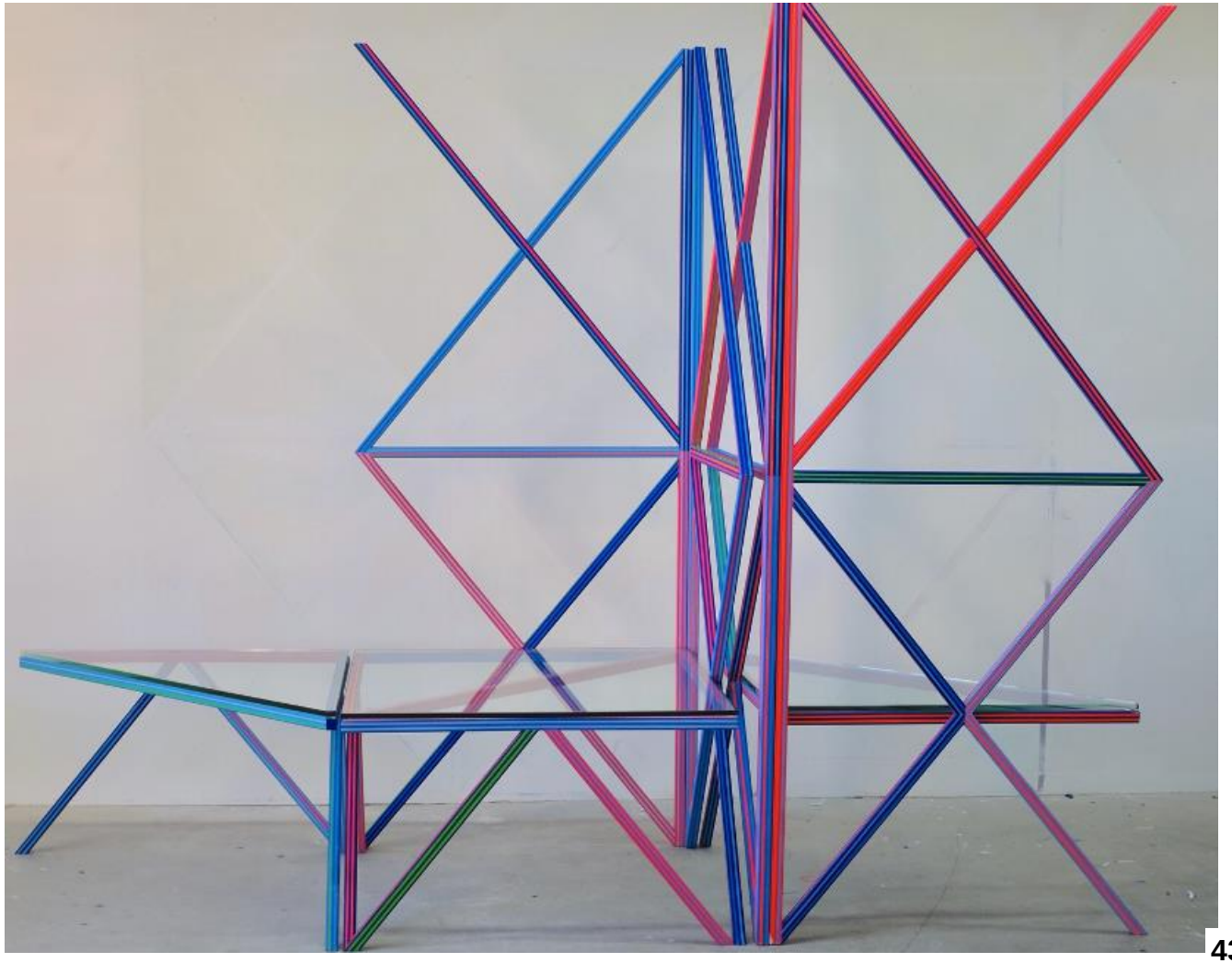


JAMILAH SABUR

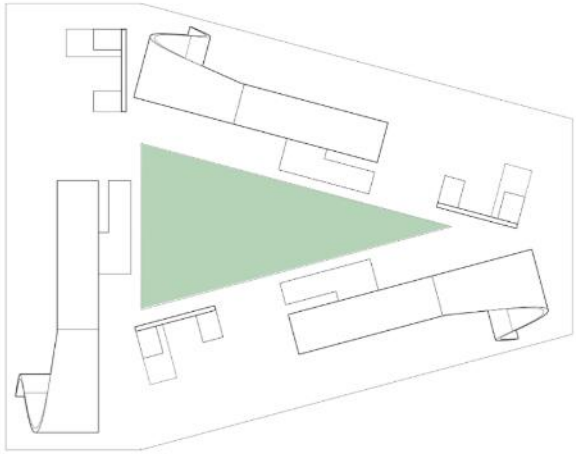


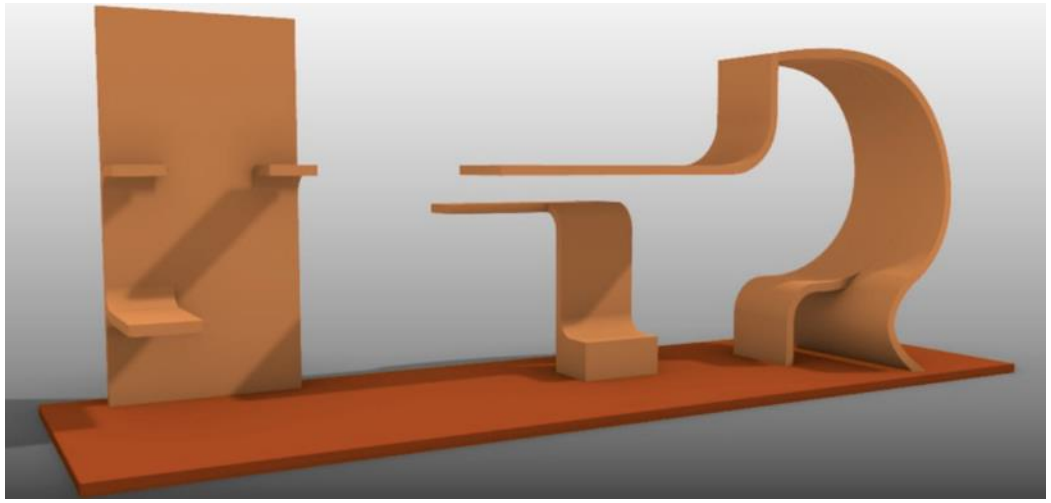
KELLEY JOHNSON

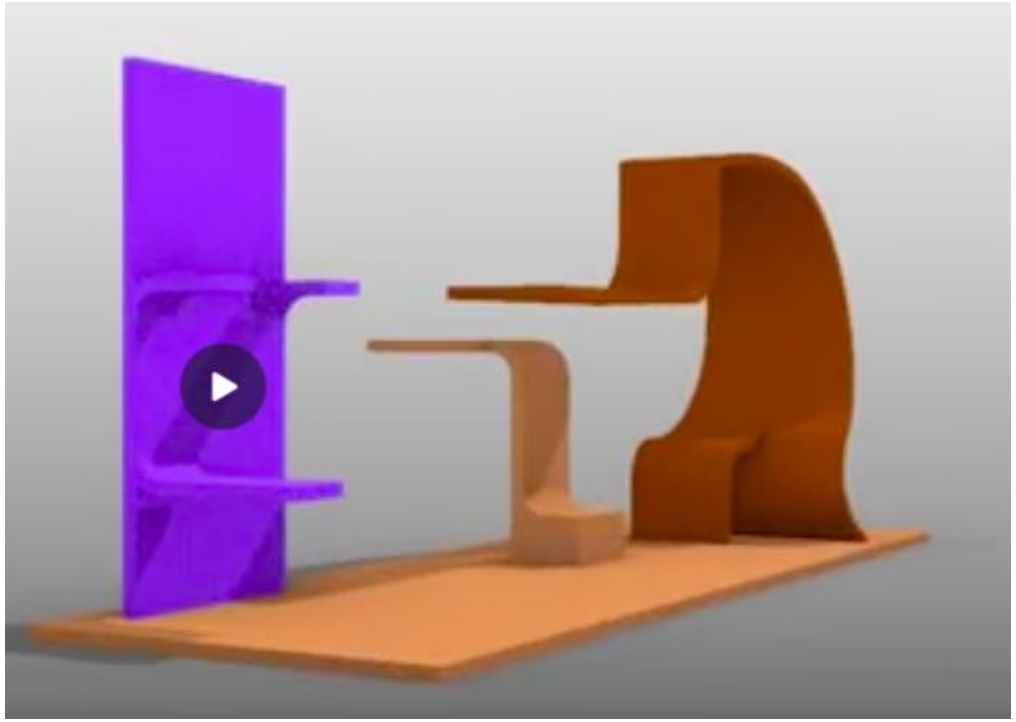




NAJJA MOON







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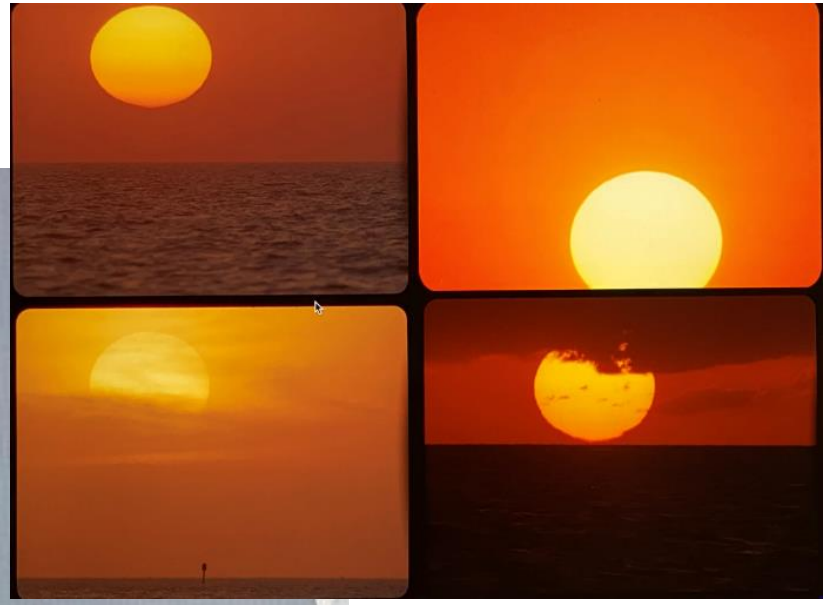
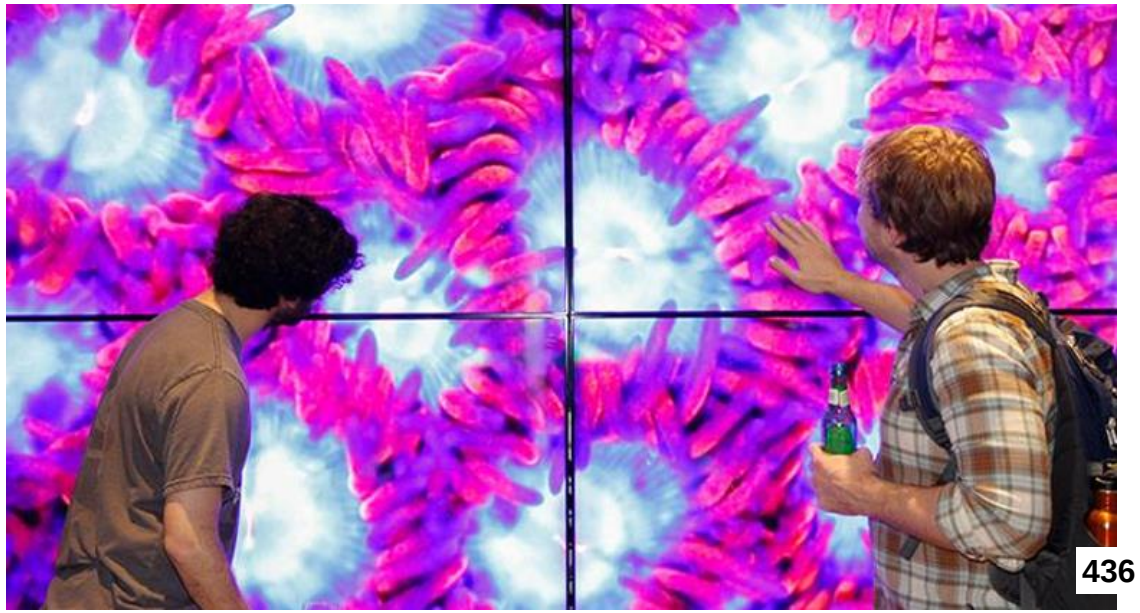
DARA FRIEDMAN



CORAL MORPHOLOGIC



Coral City Camera at Pérez Art Museum Miami. 2020

Project Completion
Virgin Voyages – Terminal V
Port Miami

Miami-Dade County
Art in Public Places
Department of Cultural Affairs

VOYAGES

Dara Friedman

Sunday

Kelley Breeze

A Nautical Love letter: Our City and The Sea

Kelley Johnson

A Memory of Day Dreaming

EMBARKATION
AHOY
Sailor

Coral Morphologic

Threshold

BOARDING B
BOARDING C

Jillian Mayer

Dropped Glass Ceiling

MIAMI-DADE COUNTY

Jamilah Sabur

In an Ocean of Air

MIAMI-DADE COUNTY

in an ocean of air

MIAMI-DADE
ART IN PUBLIC PLACES

03/06/2025

NORTH BAY VILLAGE
VILLAGE HALL & FIRE STATION 27

THIS PACKAGE IS MEANT TO IDENTIFY THE POSSIBLE AREAS FOR THE PROPOSED ART IN PUBLIC SPACES INSTALLATIONS

NORTH BAY VILLAGE
VILLAGE HALL & FIRE STATION 27

NORTH BAY VILLAGE
FIRE STATION 27

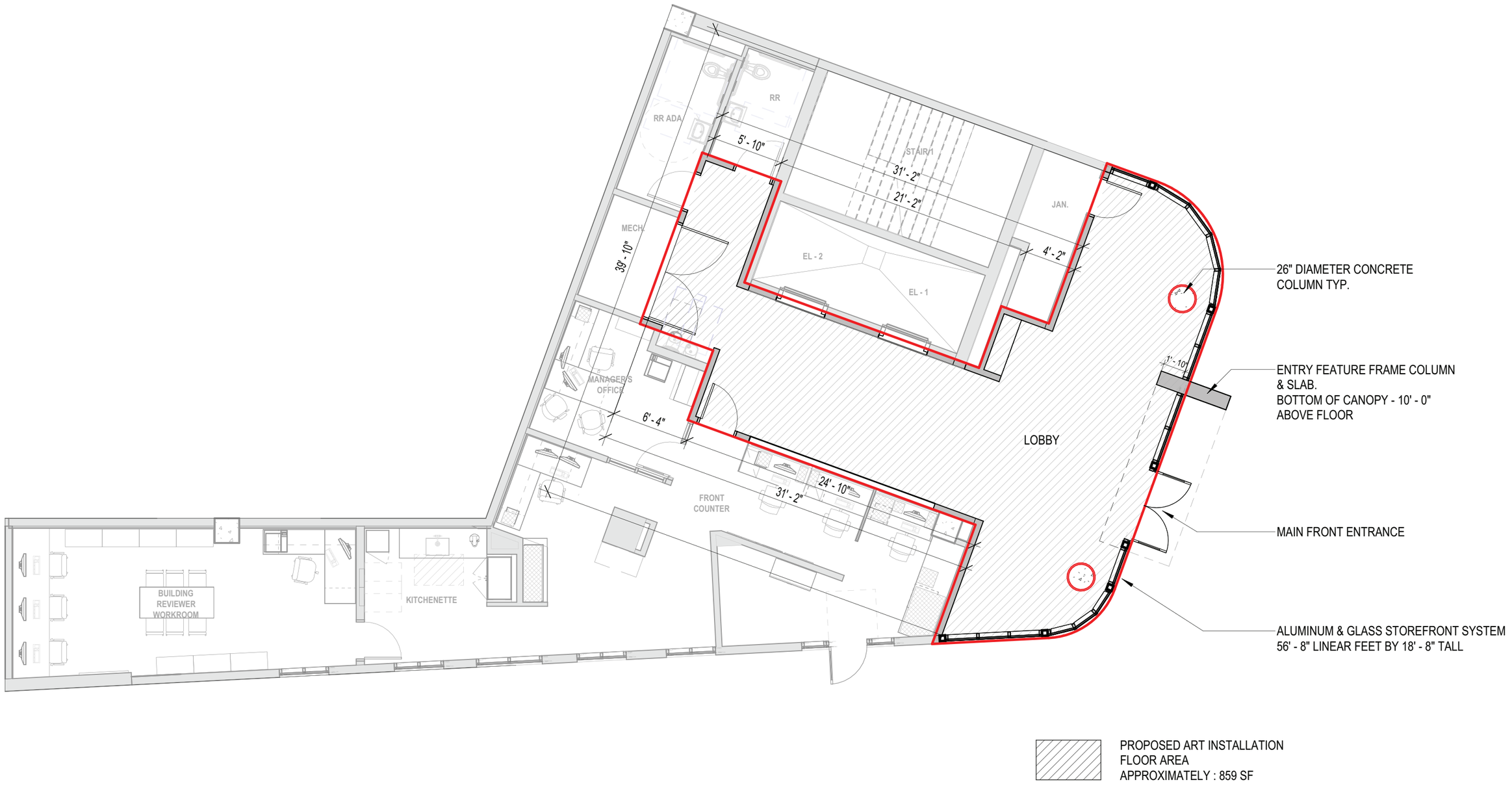
EAST PERSPECTIVE

AIPP INSTALLATION - FIRST FLOOR ENTRY LOBBY

NORTH BAY VILLAGE
VILLAGE HALL & FIRE STATION 27

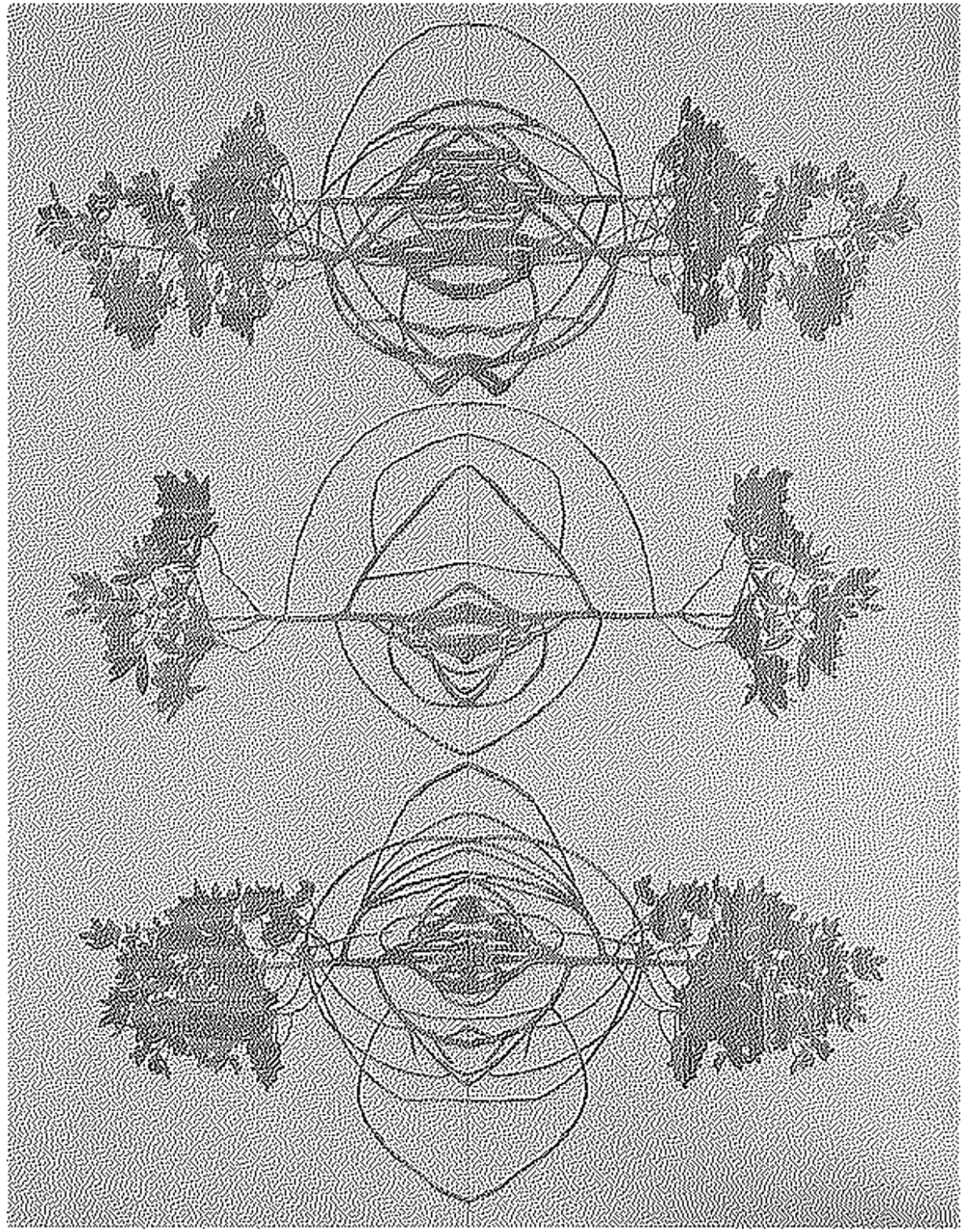
NORTH BAY VILLAGE
VILLAGE HALL & FIRE STATION 27

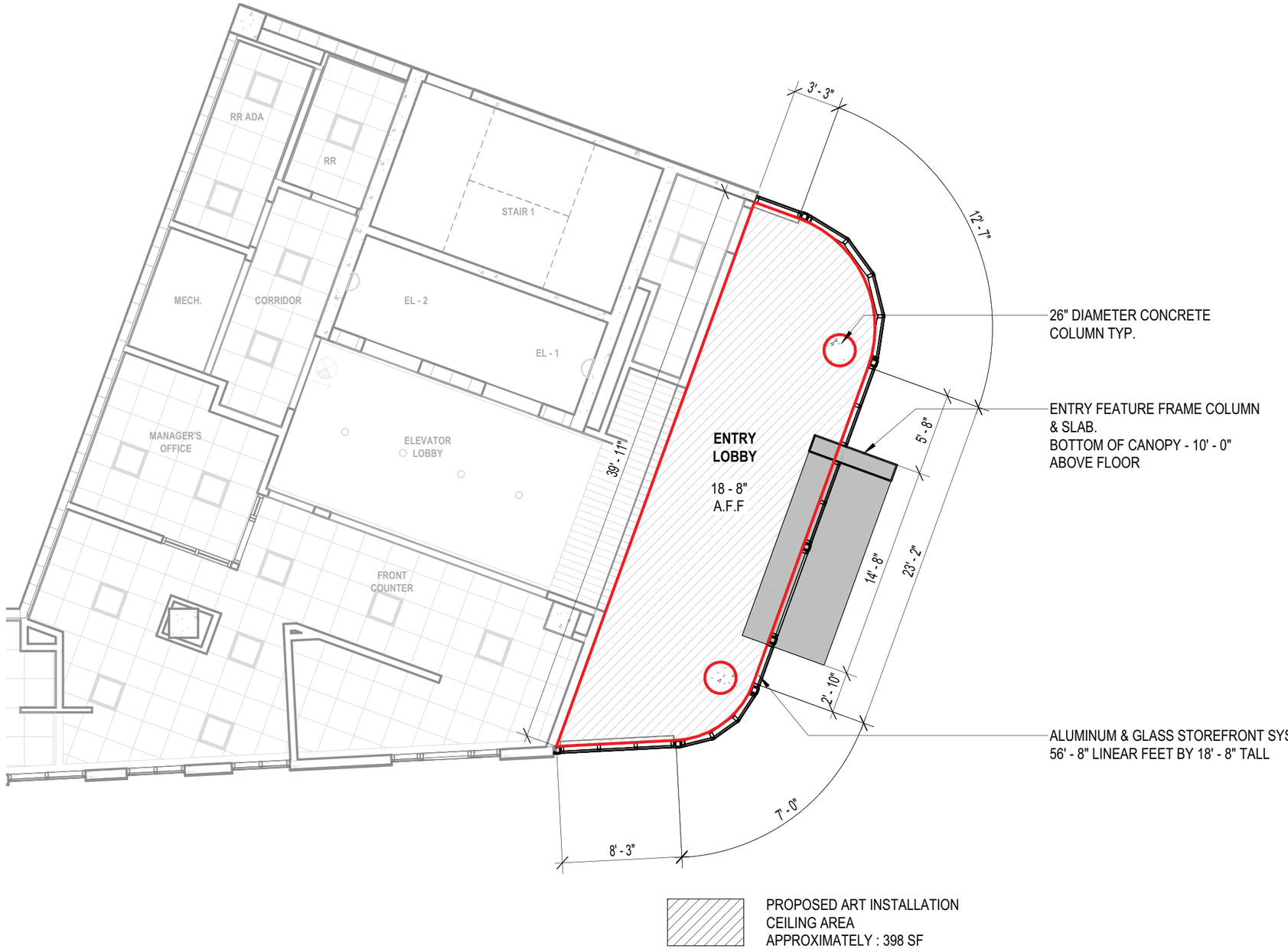
FIRST FLOOR ENTRY LOBBY INTERIOR PERSPECTIVE



NORTH BAY VILLAGE
VILLAGE HALL & FIRE STATION 27

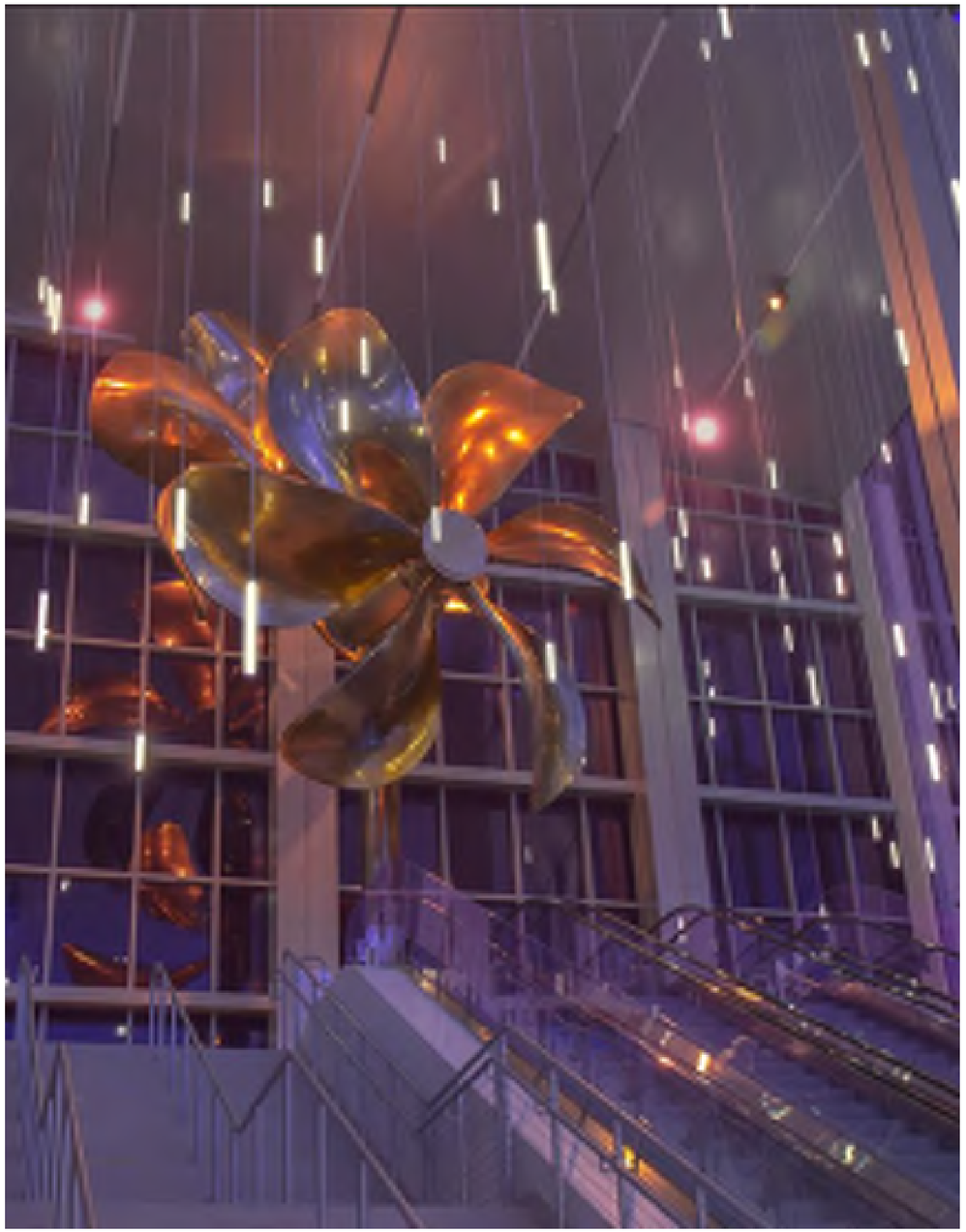
LOBBY FLOOR





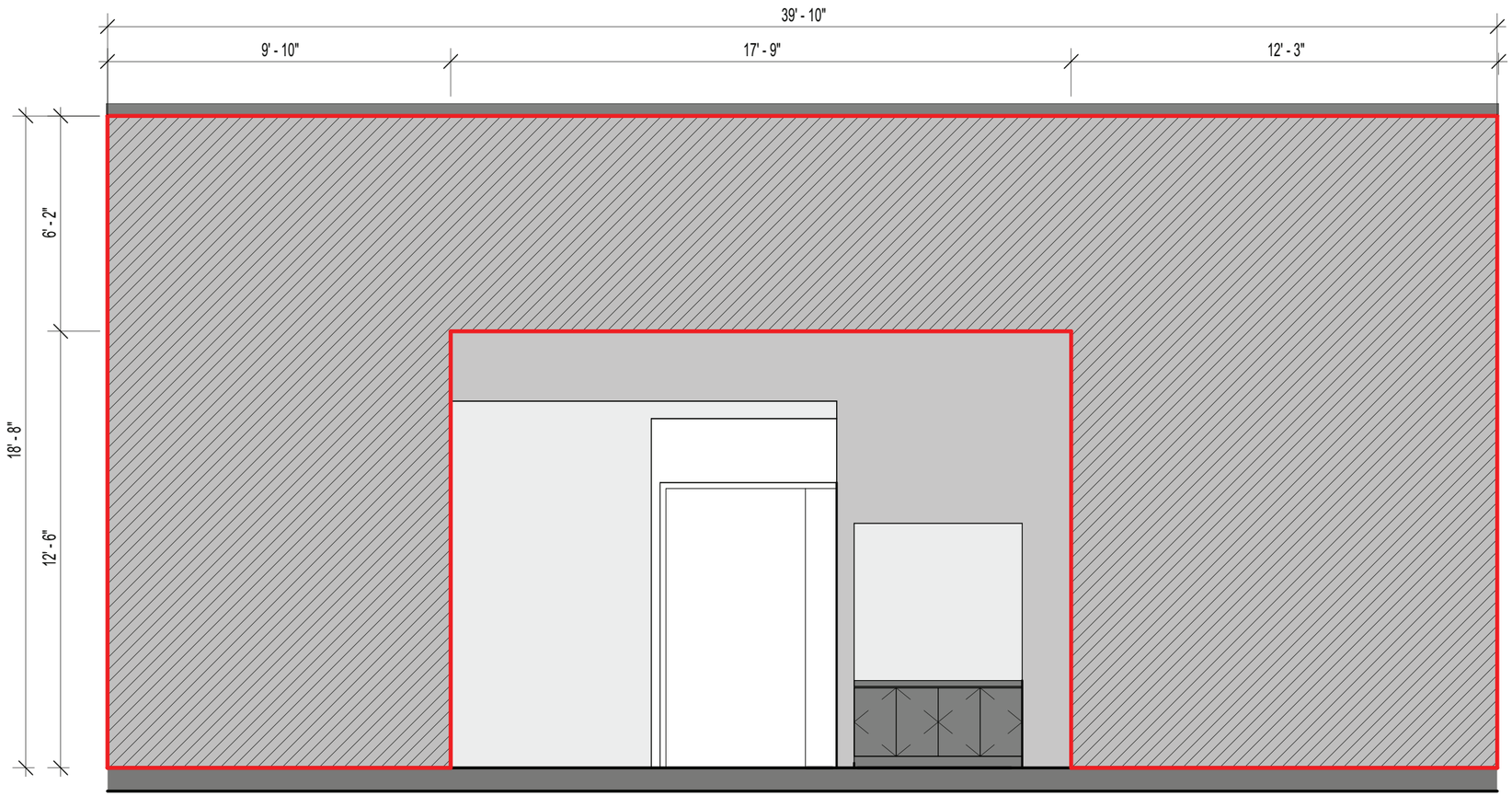
NORTH BAY VILLAGE
VILLAGE HALL & FIRE STATION 27

LOBBY CEILING



NORTH BAY VILLAGE
VILLAGE HALL & FIRE STATION 27

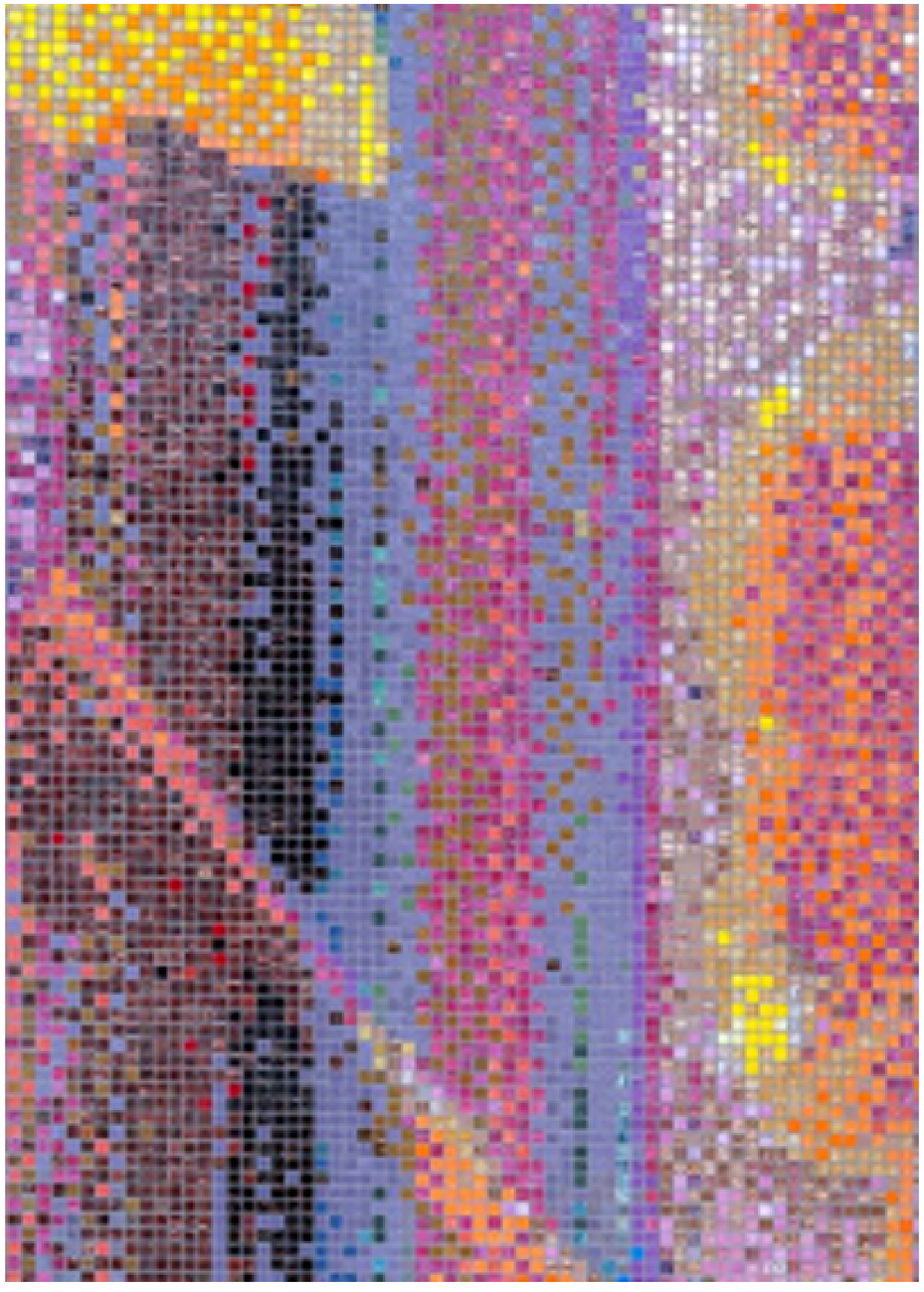
AIPP LIGHT FIXTURE INSPIRATION IMAGES



PROPOSED ART INSTALLATION
WALL AREA
APPROXIMATELY : 520 SF

NORTH BAY VILLAGE
VILLAGE HALL & FIRE STATION 27

LOBBY WALL

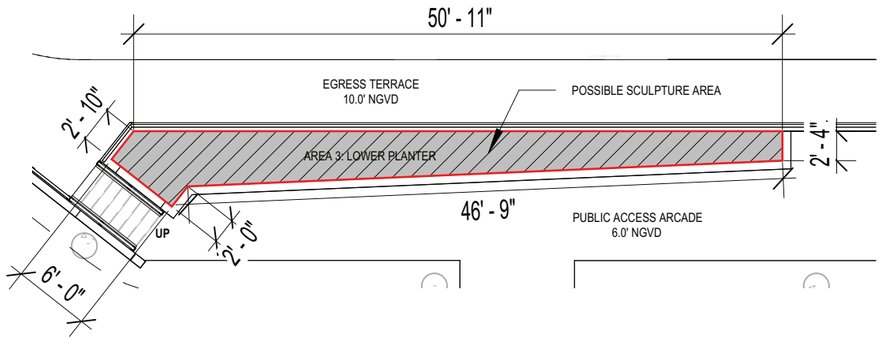


NORTH BAY VILLAGE
VILLAGE HALL & FIRE STATION 27

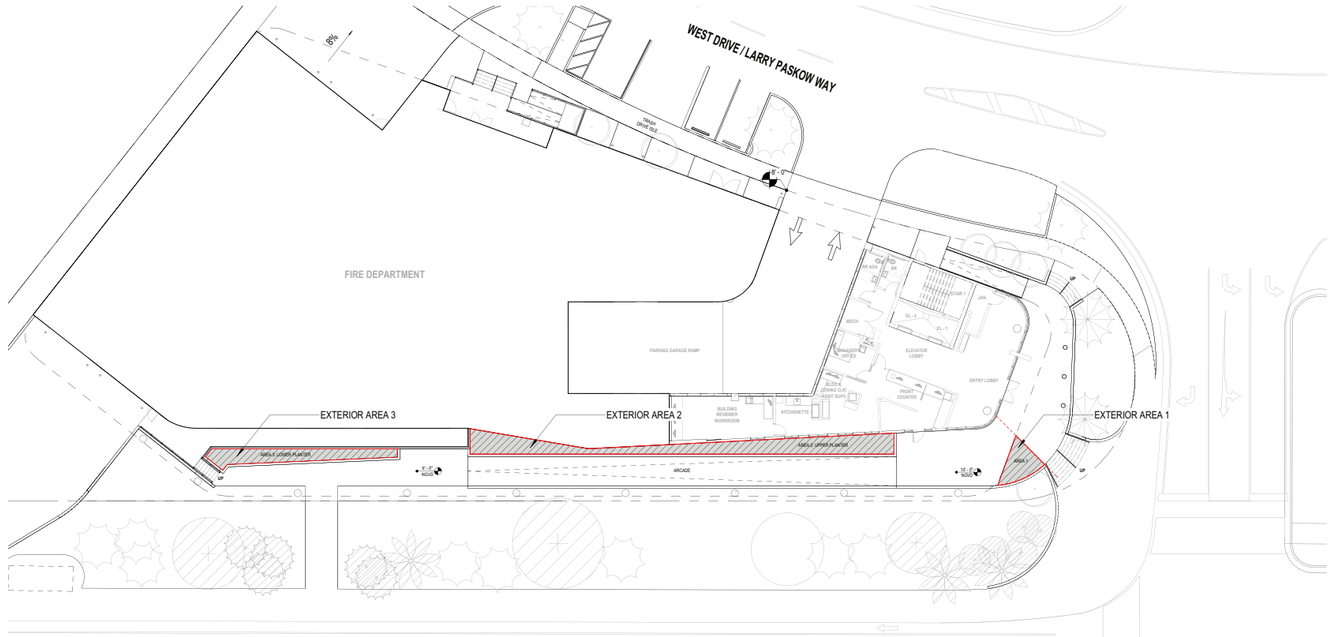
AIPP WALL INSPIRATION IMAGES

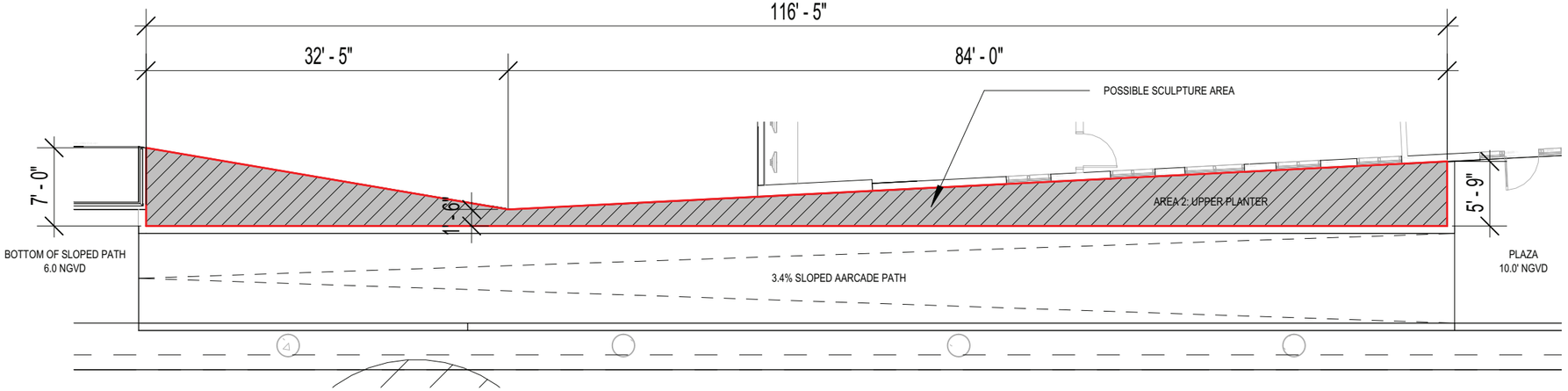
AIPP - SCULPTURE

NORTH BAY VILLAGE
VILLAGE HALL & FIRE STATION 27

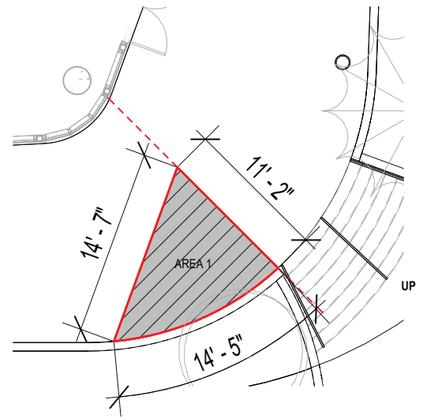


EXTERIOR AREA 1 - 180 SF
PLANTER SET AT 4 FT ABOVE AVERAGE GRADE





EXTERIOR AREA 2 - 442 SF
PLANTER SET AT 4 FT ABOVE AVERGAGE GRADE



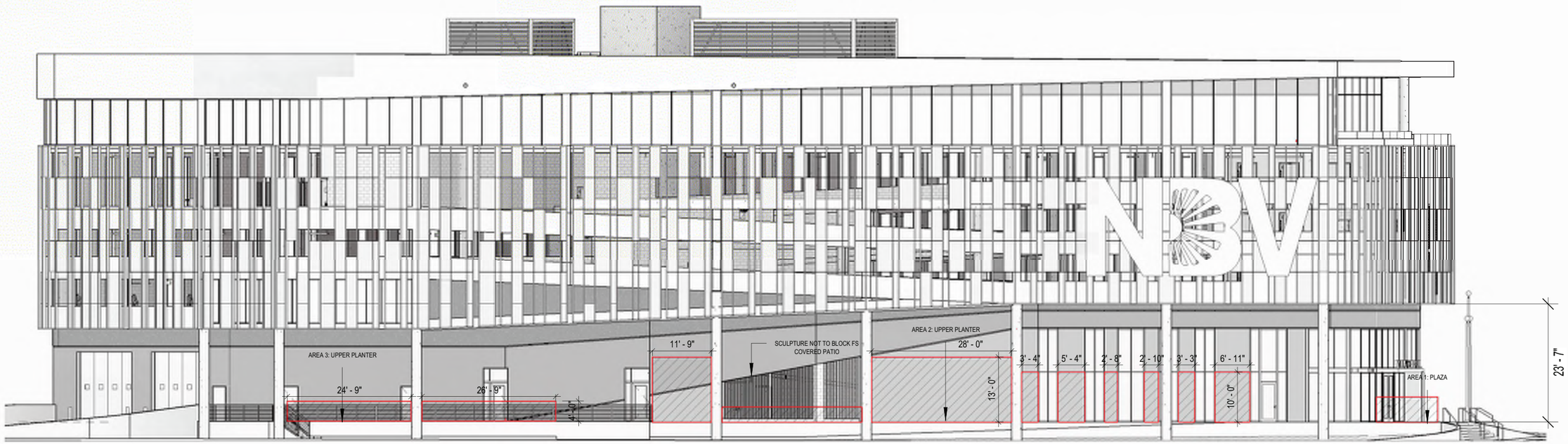
EXTERIOR AREA 3 - 85 SF
AREA PROVIDED ON PLAZA SET AT 10.0' NGVD

NORTH BAY VILLAGE
VILLAGE HALL & FIRE STATION 27

AIPP SITE AREAS

NORTH BAY VILLAGE
VILLAGE HALL & FIRE STATION 27

ARCADE VIEW



AREA 3 AREA 2 AREA 1

NORTH BAY VILLAGE
VILLAGE HALL & FIRE STATION 27

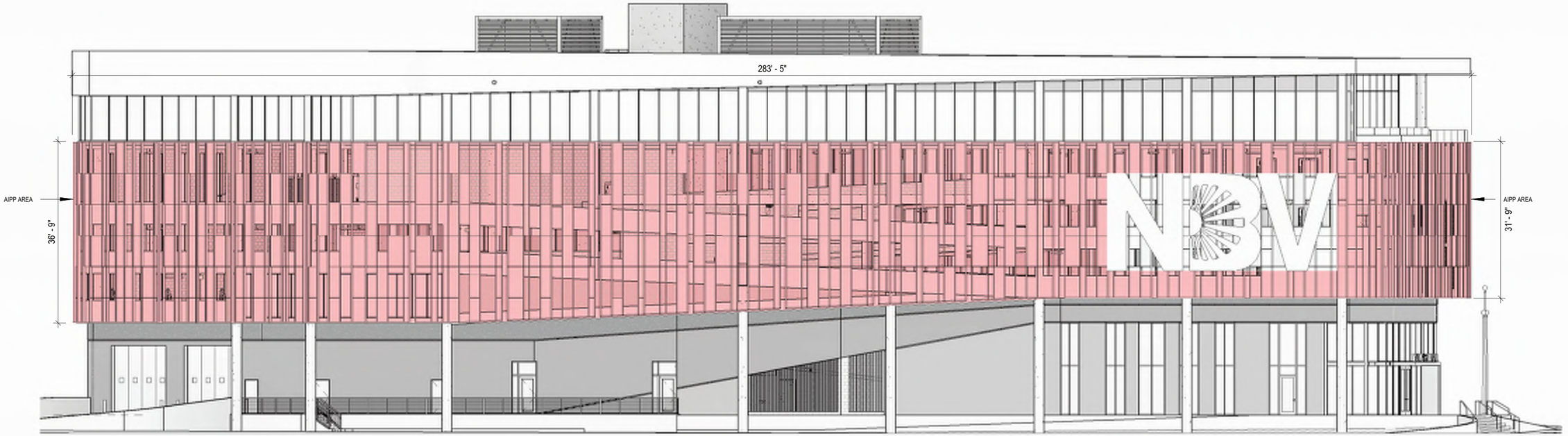
SOUTH ELEVATION
SITE AREAS

NORTH BAY VILLAGE
VILLAGE HALL & FIRE STATION 27

AIPP SCULPTURE INSPIRATION IMAGES

AIPP - GARAGE CLADDING

NORTH BAY VILLAGE
VILLAGE HALL & FIRE STATION 27

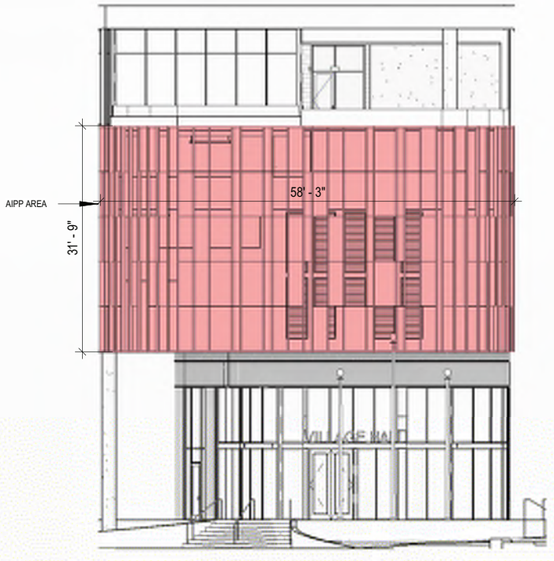


SOUTH ELEVATION

AIPP PROPOSED AREAS

AREA 1
WITHIN SOUTH AND EAST ELEVATION AS A PROPOSED SURFACE ATTACHED ELEMENT TO THE ARCHITECTURAL CLADDING

AREA 2
CUSTOM ART PATTERN TO FIT WITHIN PROPOSED CLADDING



EAST ELEVATION

NORTH BAY VILLAGE
VILLAGE HALL & FIRE STATION 27

AIPP AREA ELEVATION

NORTH BAY VILLAGE
FIRE STATION 27

SOUTH PERSPECTIVE

NORTH BAY VILLAGE
FIRE STATION 27

SOUTH ELEVATION

EAST ELEVATION

WEST ELEVATION

NORTH BAY VILLAGE
FIRE STATION 27

EAST & WEST ELEVATION

NORTH BAY VILLAGE
FIRE STATION 27

NORTH ELEVATION

ITEM NO. 11.E

North Bay Village
Recommendation Memorandum

DATE: March 18, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, DIRECTING THE VILLAGE MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT WITH UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE), A COMPONENT OF THE DEPARTMENT OF HOMELAND SECURITY (DHS), RELATING TO THE PERFORMANCE OF CERTAIN IMMIGRATION ENFORCEMENT FUNCTIONS BY THE NORTH BAY VILLAGE POLICE DEPARTMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

The recommended action for this agenda item is for the Commission to exercise its discretion directing the Village Manager to execute the proposed agreement concerning Immigration Enforcement Functions.

BACKGROUND AND ANALYSIS

The purpose of the proposed Memorandum of Agreement (MOA) is to outline the terms and conditions for nominating, training, and approving selected Law Enforcement Agency (LEA) personnel to perform certain immigration officer duties under Immigration and Customs Enforcement (ICE) supervision within the Village's jurisdiction. This agreement defines the scope of immigration officer functions that the Department of Homeland Security (DHS) allows participating personnel to carry out. It does not limit the general authority of personnel as members of the Agency. However, any immigration enforcement duties performed by Village personnel will only be done as outlined in this MOA.

On, or about, February 25, 2025, NBV Deputy Police Chief Samuel Bejar received a RED ALERT email from the Florida Police Chiefs Association (FPCA) Executive Director Jennifer C. Pritt on behalf of Director Keefe (appointee of Governor Ron DeSantis as the liaison between the State of Florida and the Federal Immigration and Customs Enforcement Agency

(ICE) of the Department of Homeland Security (DHS) in which Director Keefe provided the Memorandum of Agreement – 287(g) Task Force Model and stated that, "Director Keefe is seeking participation from as many municipalities, as soon as possible." The ALERT went on to read, "Please review the attached MOA and secondary guidance on how to transmit directly to ICE will be forthcoming. If you know you will be executing an MOA, please advise FPCA by email at ipritt@fpca.com." Neither our Police Department nor Village Administration has responded as to whether or not the Village intends to execute the provided MOA.

On February 27, 2025, Chief Bejar received a second RED ALERT from Ms. Pritt of the FPCA stating, "Members, we have received direction regarding the submission of MOAs regarding participation in the 287g Taskforce Models. The fillable TFM is attached for your convenience, please note there is a section that ICE must complete as well. Agencies completing the MOAs should forward their signed document to ERO287g@ice.dhs.gov." Additional instructions were included.

On February 27, 2025, NBV Police Department received a Memorandum from the Miami-Dade Sheriff's Office General Counsel Janet Lewis – SUBJECT: Guidance on Recent ICE Warrants Entered into NCIC which in part states, "If a deputy arrests a subject on criminal charges, and the subject also has an administrative arrest warrant in the NCIC, but the deputy does not have probably cause to arrest the individual for a state or local criminal charge, the deputy does not have the legal authority to arrest and transport to jail solely on the ICE administrative warrant. An arrest made solely on an ICE administrative arrest warrant will likely result in liability." The memo continues with specific directions on how to handle such a situation which would also apply to local law enforcement agencies.

On March 5, 2025, Chief Bejar received a third RED ALERT from Ms. Pritt of the FPCA stating, "Members, we have received direction regarding the submission of MOAs regarding participation in the 287g Taskforce Models. The fillable TFM is attached for your convenience, please note that there is a section that ICE must complete as well. Agencies completing these MOAs should forward their signed documents to ERO287g@ice.dhs.gov." Additional instructions were included. The above four written correspondence are the totality of all written communications received on this issue – nothing written directly from the State or DHS/ICE.

The balance of discussions, directions, etc., were relayed from Chief Behar to the Village Manager via an email received on March 6, 2025. The email states, "Sir, as discussed, the 287g MOA allowing our agency to participate/cooperate in Immigration Enforcement matters was transmitted to All Florida LEA (Law Enforcement Agencies) by the FPCA (Florida Chiefs). Subsequently, the MDCACP (Miami-Dade County Association of Chiefs of Police) had a meeting with all agency heads, including Chief Ed Hudak (Coral Gables Police Department), who serves as our liaison to the FPCA as District 4 Director (appointed by the MDCACP President), wherein it was relayed that Governor DeSantis is supporting the President's Immigration Agenda, and as such, full cooperation is expected from all LEAs in the state. As a result of the information presented in that meeting, the general consensus amongst local LEA leaders is that the best course of action, though it is an individual policy decision that must be embraced by the administration of each respective local government, is to sign the 287g and then analyze next steps as the situation develops. The 287g MOA mandates that only officers who have met the Immigration Enforcement training/certification requirement can actually participate in enforcement; thus, becoming a signatory to the 287g MOA is only an initial step, as there is currently no availability of the necessary training."

Section 4 of the Agreement provides for the Village's responsibilities, including the designation of authorized functions, nomination of personnel, training of personnel, and certification of the Village personnel as official immigration officer credentials.

Term of the Agreement would be effective upon signature of both parties and will remain in effect until either party terminates or suspends the MOA. Termination by the Village shall be provided, in writing, to the local Field Office.

The above information is the total information that has been provided to the Administration on this subject. Attached to this memo, you will find a copy of the 287g, along with all written correspondence that has been received.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Approving MOA Immigration and Customs Enforcement.DOCX
Exhibit A-ICE MOA.pdf
Proposed Agreement and Correspondence.pdf

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, DIRECTING THE VILLAGE MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT WITH UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE), A COMPONENT OF THE DEPARTMENT OF HOMELAND SECURITY (DHS), RELATING TO THE PERFORMANCE OF CERTAIN IMMIGRATION ENFORCEMENT FUNCTIONS BY THE NORTH BAY VILLAGE POLICE DEPARTMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 13, 2025, Governor Ron DeSantis signed two bills into law, Senate Bill 2-C and Senate Bill 4-C, which introduce a comprehensive set of mandates for Florida municipalities and law enforcement agencies regarding immigration enforcement and cooperation with federal authorities; and

WHEREAS, among other provisions, Senate Bill 2-C creates the Local Law Enforcement Immigration Grant Program within the State Board of Immigration Enforcement to award grants to support local law enforcement agencies in their cooperation and coordination with federal immigration agencies; and

WHEREAS, following the passage of the new laws, which became effective immediately, the North Bay Village (the "Village") Police Department received various correspondence from the Florida Police Chiefs Association ("FPCA") seeking participation in the Memorandum of Agreement with the United States Immigration and Customs Enforcement ("ICE"), attached hereto as Exhibit "A," to perform certain immigration enforcement functions (the "MOA"); and

WHEREAS, pursuant to Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-276, the Secretary of Homeland Security or designee, is authorized to enter into written agreements with a State or any political subdivision of a State so that qualified officers and employees can perform certain functions of an immigration officer; and

WHEREAS, the MOA constitutes such a written agreement, setting forth the terms and conditions pursuant to which selected participating personnel will be nominated,

trained, and thereafter approved by ICE to perform certain functions of an immigration officer under the direction and supervision of ICE within the law enforcement agency's jurisdiction; and

WHEREAS, the Village Commission desires to direct the Village Manager to execute the MOA with ICE; 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. Directive. That the Village Commission hereby directs the Village Manager to execute the MOA with ICE.

Section 3. Implementation. That the Village Manager and Chief of Police 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 March, 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

MEMORANDUM OF AGREEMENT
287(g) Task Force Model

This Memorandum of Agreement (MOA) constitutes an agreement between United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the_____, pursuant to which ICE delegates to nominated, trained, and certified officers or employees of the (hereinafter interchangeably referred to as "Law Enforcement Agency" (LEA)), the authority to perform certain immigration enforcement functions as specified herein. The LEA represents _____in the implementation and administration of this MOA. The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein. The ICE and LEA points of contact for purposes of this MOA are identified in Appendix A.

I. PURPOSE

The purpose of this MOA is to set forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and thereafter be approved by ICE to perform certain functions of an immigration officer under the direction and supervision of ICE within the LEA's jurisdiction. This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority granted under this MOA to participating LEA personnel shall occur only as provided in this MOA. This MOA also describes the complaint procedures available to members of the public regarding immigration enforcement actions taken pursuant to this agreement by participating LEA personnel.

II. AUTHORITY

Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-276, authorizes the Secretary of Homeland Security, or her designee, to enter into written agreements with a State or any political subdivision of a State so that qualified officers and employees can perform certain functions of an immigration officer. This MOA constitutes such a written agreement.

III. POLICY

This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. It sets forth with specificity the duration of the authority conveyed and the specific lines of authority, including the requirement that participating LEA personnel be subject to ICE direction and supervision while performing delegated immigration officer functions pursuant to this MOA. For the purposes of this MOA, ICE officers will provide direction and supervision for participating LEA personnel only as to immigration enforcement functions as authorized in this MOA. The LEA retains supervision of all other aspects of the employment and performance of duties of participating LEA personnel.

IV. TRAINING AND ASSIGNMENTS

Before participating LEA personnel receive authorization to perform immigration officer functions granted under this MOA, they must successfully complete mandatory training on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed as provided by ICE instructors and thereafter pass examinations equivalent to those given to ICE officers. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE. Only participating LEA personnel who are nominated, trained, certified, and authorized, as set out herein, have authority pursuant to this MOA to conduct the delegated immigration officer functions, under ICE direction and supervision, enumerated in this MOA.

Upon the LEA's agreement, participating LEA personnel performing immigration-related duties pursuant to this MOA will be assigned to various units, teams, or task forces designated by ICE.

V. DESIGNATION OF AUTHORIZED FUNCTIONS

For the purposes of this MOA, participating LEA personnel are authorized to perform the following functions pursuant to the stated authorities, subject to the limitations contained in this MOA:

- The power and authority to interrogate any alien or person believed to be an alien as to his right to be or remain in the United States (INA § 287(a)(1) and 8 C.F.R. § 287.5(a)(l)) and to process for immigration violations those individuals who have been arrested for State or Federal criminal offenses.

- The power and authority to arrest without a warrant any alien entering or attempting to unlawfully enter the United States in the officer's presence or view, or any alien in the United States, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(2) and 8 C.F.R. § 287.5(c)(1). Subsequent to such arrest, the arresting officer must take the alien without unnecessary delay for examination before an immigration officer having authority to examine aliens as to their right to enter or remain in the United States.

- The power to arrest without warrant for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(4) and 8 C.F.R. § 287.5(c)(2).

- The power to serve and execute warrants of arrest for immigration violations under INA § 287(a) and 8 C.F.R. § 287.5(e)(3).

- The power and authority to administer oaths and to take and consider evidence (INA § 287(b) and 8 C.F.R. § 287.5(a)(2)) to complete required alien processing to include fingerprinting,

photographing, and interviewing, as well as the preparation of affidavits and the taking of sworn statements for ICE supervisory review.

- The power and authority to prepare charging documents (INA § 239, 8 C.F.R. § 239.1; INA § 238, 8 C.F.R § 238.1; INA § 241(a)(5), 8 C.F.R § 241.8; INA § 235(b)(l), 8 C.F.R. § 235.3) including the preparation of the Notice to Appear (NTA) or other charging document, as appropriate, for the signature of an ICE officer for aliens in categories established by ICE supervisors.

- The power and authority to issue immigration detainers (8 C.F.R. § 287.7) and I-213, Record of Deportable/Inadmissible Alien, for aliens in categories established by ICE supervisors.

- The power and authority to take and maintain custody of aliens arrested by ICE, or another State or local law enforcement agency on behalf of ICE. (8 C.F.R. § 287.5(c)(6))

- The power and authority to take and maintain custody of aliens arrested pursuant to the immigration laws and transport (8 C.F.R. § 287.5(c)(6)) such aliens to ICE-approved detention facilities.

VI. RESOLUTION OF LOCAL CHARGES

The LEA is expected to pursue to completion prosecution of any state or local charges that caused the alien to be taken into custody. ICE may assume custody of aliens who have been convicted of a state or local offense only after such aliens have concluded service of any sentence of incarceration. The ICE Enforcement and Removal Operations Field Office Director or designee shall assess on a case-by-case basis the appropriate actions for aliens who do not meet the above criteria based on special interests or other circumstances after processing by the LEA.

After notification to and coordination with the ICE supervisor, the alien whom participating LEA personnel have determined to be removable will be arrested on behalf of ICE by participating LEA personnel and be transported by the LEA on the same day to the relevant ICE detention office or facility.

VII. NOMINATION OF PERSONNEL

The chief officer of the LEA will nominate candidates for initial training and certification under this MOA. For each candidate, ICE may request any information necessary for a background check and to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. All candidates must be United States citizens. All candidates must have at least two years of LEA work experience. All candidates must be approved by ICE and must be able to qualify for appropriate federal security clearances and access to appropriate DHS and ICE databases/systems and associated applications.

Should a candidate not be approved, a substitute candidate may be submitted if time permits such substitution to occur without delaying the start of training. Any subsequent expansion in the number of participating LEA personnel or scheduling of additional training classes may be based

on an oral agreement of the parties but will be subject to all the requirements of this MOA.

VIII. TRAINING OF PERSONNEL

ICE will provide participating LEA personnel with the mandatory training tailored to the immigration functions to be performed. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE.

Training will include, among other things: (i) discussion of the terms and limitations of this MOA; (ii) the scope of immigration officer authority; (iii) relevant immigration law; (iv) the ICE Use of Force Policy; (v) civil rights laws; (vi) the detention of aliens; (vii) public outreach and complaint procedures; (viii) liability issues; (ix) cross-cultural issues; and (x) the obligations under federal law, including applicable treaties or international agreements, to make proper notification upon the arrest or detention of a foreign national.

Approximately one year after the participating LEA personnel are trained and certified, ICE may provide additional updated training on relevant administrative, legal, and operational issues related to the performance of immigration officer functions, unless either party terminates this MOA pursuant to Section XVIII below. Local training on relevant issues will be provided on an ongoing basis by ICE supervisors or a designated team leader.

IX. CERTIFICATION AND AUTHORIZATION

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required testing. Upon certification, ICE will provide the participating LEA personnel with a signed authorization to perform specified functions of an immigration officer for an initial period of two years from the date of the authorization. ICE will also provide a copy of the authorization to the LEA. The ICE supervisory officer, or designated team leader, will evaluate the activities of all personnel certified under this MOA.

Authorization of participating LEA personnel to act pursuant to this MOA may be revoked at any time and for any reason by ICE or the LEA. Such revocation will require notification to the other party to this MOA within 48 hours. The chief officer of the LEA and ICE will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA, pursuant to Section XVIII below, shall constitute revocation of all immigration enforcement authorizations delegated herein.

X. COSTS AND EXPENDITURES

Participating LEA personnel will carry out designated functions at the LEA's expense, including salaries and benefits, local transportation, and official issue material. Whether or not the LEA receives financial reimbursement for such costs through a federal grant or other funding mechanism is not material to this MOA.

ICE is responsible for the installation and maintenance of the Information Technology (IT) infrastructure. The use of the IT infrastructure and the DHS/ICE IT security policies are

defined in the Interconnection Security Agreement (ISA). The ISA is the agreement between ICE's Chief Information Security Officer and the LEA's Designated Accreditation Authority. The LEA agrees that each of its sites using an ICE-provided network access or equipment will sign the ISA, which defines the DHS ICE 4300A Sensitive System Policy and Rules of Behavior for each user granted access to the DHS network and software applications. Failure to adhere to the terms of the ISA could result in the loss of all user privileges.

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material used in the execution of the LEA's mission. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. ICE is responsible for the costs of the LEA personnel's travel expenses while in a training status, as authorized by the Federal Travel Regulation and the ICE Travel Handbook. These expenses include housing, per diem and all transportation costs associated with getting to and from training. ICE is responsible for the salaries and benefits of all ICE personnel, including instructors and supervisors.

The LEA is responsible for providing all administrative supplies (e.g. paper, printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

XI. ICE SUPERVISION

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE.

When operating in the field, participating LEA personnel shall contact an ICE supervisor at the time of exercising the authority in this MOA, or as soon as is practicable thereafter, for guidance. The actions of participating LEA personnel will be reviewed by the ICE supervisory officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for additional training or guidance for that specific individual.

For the purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only as to immigration enforcement functions. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating LEA personnel in exercising these authorities shall be DHS and ICE policies and procedures, including the ICE Use of Force Policy. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law unless doing so would violate

federal law.

If a conflict arises between an order or direction of an ICE supervisory officer and LEA rules, standards, or policies, the conflict shall be promptly reported to ICE, and the chief officer of the LEA, or designee, when circumstances safely allow the concern to be raised. ICE and the chief officer of the LEA shall attempt to resolve the conflict.

Whenever possible, the LEA will deconflict all addresses, telephone numbers, and known or suspected identities of violators of the INA with ICE's Homeland Security Investigations or ICE's Enforcement and Removal Operations prior to taking any enforcement action. This deconfliction will, at a minimum include wants/warrants, criminal history, and a person's address, and vehicle check through TECS II or any successor system.

LEA participating personnel authorized pursuant to this MOA may be assigned and/or co-located with ICE as task force officers to assist ICE with criminal investigations.

XII. REPORTING REQUIREMENTS

The LEA will be responsible for tracking and maintaining accurate data and statistical information for their 287(g) program, including any specific tracking data requested by ICE. Upon ICE's request, such data and information shall be provided to ICE for comparison and verification with ICE's own data and statistical information, as well as for ICE's statistical reporting requirements and to assess the progress and success of the LEA's 287(g) program.

XIII. RELEASE OF INFORMATION TO THIRD PARTIES

The LEA may, at its discretion, communicate the substance of this agreement to the media and other parties expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the LEA is authorized to do the same.

The LEA hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult with ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the LEA has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. LEA questions regarding the

applicability of this section to requests for release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

The points of contact for ICE and the LEA for the above purposes are identified in Appendix C.

XIV. LIABILITY AND RESPONSIBILITY

Except as otherwise noted in this MOA or allowed by federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the LEA will be responsible and bear the costs of participating LEA personnel regarding their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating LEA personnel performing a function on behalf of ICE authorized by this MOA will be considered acting under color of federal authority for purposes of determining liability and immunity from suit under federal or state law. *See* 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. LEA personnel who wish to submit a request for representation shall notify the local ICE Office of the Principal Legal Advisor (OPLA) field location at_____. OPLA, through its headquarters, will assist LEA personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g) and this MOA; and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. *See* 28 C.F.R. § 50.15.

The LEA agrees to cooperate with any federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating LEA employee to cooperate in any federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The LEA agrees to cooperate with federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be

used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating LEA personnel under this MOA derive from federal authority, the participating LEA personnel will comply with federal standards relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The LEA and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. § 552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices regarding data collection and use of information under this MOA.

XV. COMPLAINT PROCEDURES

The complaint reporting and resolution procedure for allegations of misconduct by participating LEA personnel, regarding activities undertaken under the authority of this MOA, is included at Appendix B.

XVI. CIVIL RIGHTS STANDARDS

Participating LEA personnel who perform certain federal immigration enforcement functions are bound by all applicable federal civil rights statutes and regulations.

Participating LEA personnel will provide an opportunity for subjects with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA as needed.

XVII. MODIFICATION OF THIS MOA

Modifications of this MOA must be proposed in writing and approved by the signatories.

XVIII. EFFECTIVE DATE, SUSPENSION, AND TERMINATION OF THIS MOA

This MOA becomes effective upon signature of both parties and will remain in effect until either party terminates or suspends the MOA. Termination by the LEA shall be provided, in writing, to the local Field Office.

In instances where serious misconduct or violations of the terms of the MOA come to the attention of ICE, the ICE Director may, upon recommendation of the Executive Associate Director for Enforcement and Removal Operations, elect to immediately suspend the MOA pending investigation of the misconduct and/or violations.

Notice of the suspension will be provided to the LEA, and the notice will include, at a minimum, (1) an overview of the reason(s) that ICE is suspending the 287(g) agreement, (2) the length of the temporary suspension, and (3) how the LEA can provide ICE with information regarding the alleged

misconduct and/or violations, as well as any corrective measures it has undertaken.

ICE shall provide the LEA with a reasonable opportunity to respond to the alleged misconduct and/or violations and to take actions to implement corrective measures (e.g., replace the officer(s) who are the focus of the allegations). ICE will provide the LEA timely notice of a suspension being extended or vacated.

If the LEA is working to take corrective measures, ICE will generally not terminate an agreement. The termination of an agreement is generally reserved for instances involving problems that are unresolvable and detrimental to the 287(g) Program.

If ICE decides to move from suspension to termination, ICE will provide the LEA a 90-day notice in advance of the partnership being terminated. The notice will include, at a minimum: (1) An overview of the reason(s) that ICE seeks to terminate the 287(g) agreement; (2) All available data on the total number of aliens identified under the 287(g) agreement; and (3) Examples of egregious criminal aliens identified under the 287(g) agreement. ICE's decision to terminate a MOA will be published on ICE's website 90 days in advance of the MOA's termination.

This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

For the LEA:	**For ICE:**
Date:_____	Date:_____
Signature: _____	Signature:_____
Title: _____	Title:_____

APPENDIX A

POINTS OF CONTACT

The ICE and LEA points of contact for purposes of implementation of this MOA are:

For ICE: Department of Homeland Security
Immigration and Customs Enforcement
Enforcement and Removal Operations
Assistant Director for Enforcement
Washington DC

For the LEA: _____
_____
_____
_____
_____

APPENDIX B

COMPLAINT PROCEDURE

This MOA is an agreement between ICE and the _____, hereinafter referred to as the "Law Enforcement Agency" (LEA), in which selected LEA personnel are authorized to perform immigration enforcement duties in specific situations under federal authority. As such, the training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for individuals' civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through these complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

If any participating LEA personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA the LEA shall, to the extent allowed by state law, make timely notification to ICE.

Further, if the LEA is aware of a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the LEA shall remove the designated LEA personnel from the program, until such time that the LEA has adjudicated the allegation.

The LEA will handle complaints filed against LEA personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated LEA personnel acting in immigration functions must be forwarded to the ICE Office of Professional Responsibility (OPR) at ICEOPRIntake@ice.dhs.gov.

1. Complaint Reporting Procedures

Complaint reporting procedures shall be disseminated as appropriate by the LEA within facilities under its jurisdiction (in English and other languages as appropriate) in order to ensure that individuals are aware of the availability of such procedures. Complaints will be accepted from any source (e.g., ICE, LEA, participating LEA personnel, inmates, and the public).

Complaints may be reported to federal authorities as follows:

A. Telephonically to the ICE OPR at the toll-free number l-833-4ICE-OPR; or

B. Via email at ICEOPRIntake@ice.dhs.gov.

Complaints may also be referred to and accepted by any of the following LEA entities:

A. The LEA Internal Affairs Division; or
B. The supervisor of any participating LEA personnel.

2. Review of Complaints

All complaints (written or oral) reported to the LEA directly, which involve activities connected to immigration enforcement activities authorized under this MOA, will be reported to the ICE OPR. The ICE OPR will verify participating personnel status under the MOA with the assistance of ICE. Complaints received by any ICE entity will be reported directly to the ICE OPR as per existing ICE policies and procedures.

In all instances, the ICE OPR, as appropriate, will make an initial determination regarding DHS investigative jurisdiction and refer the complaint to the appropriate office for action as soon as possible, given the nature of the complaint.

Complaints reported directly to the ICE OPR will be shared with the LEA's Internal Affairs Division when the complaint involves LEA personnel. Both offices will then coordinate appropriate investigative jurisdiction, which may include initiation of a joint investigation to resolve the issue(s).

3. Complaint Resolution Procedures

Upon receipt of any complaint the ICE OPR will undertake a complete review of each complaint in accordance with existing ICE allegation criteria and reporting requirements. As stated above the ICE OPR will adhere to existing ICE reporting requirements as they relate to the DHS OIG and/or another legally required entity. Complaints will be resolved using the existing procedures, supplemented as follows:

A. Referral of Complaints to LEA Internal Affairs Division.

The ICE OPR will refer complaints, as appropriate, involving LEA personnel to the LEA's Internal Affairs Division for resolution. The Internal Affairs Division Commander will inform ICE OPR of the disposition and resolution of any complaints referred by ICE OPR.

B. Interim Action Pending Complaint Resolution

Whenever any participating LEA personnel are under investigation and subject to interrogation by the LEA for any reason that could lead to disciplinary action, demotion, or dismissal, the policy requirements of' the LEA shall he honored. If appropriate, an individual may he removed from participation in the activities covered under the MOA pending resolution of an inquiry.

C. Time Parameters for Resolution of Complaints

It is expected that any complaint received will be resolved within 90 days. However, this will depend upon the nature and complexity of the substance of the complaint itself.

D. Notification of Resolution of a Complaint

ICE OPR will coordinate with the LEA's Internal Affairs Division to ensure notification as appropriate to the subject(s) of a complaint regarding the resolution of the complaint.

APPENDIX C

PUBLIC INFORMATION POINTS OF CONTACT

Pursuant to Section XIII of this MOA, the signatories agree to coordinate any release of information to the media regarding actions taken under this MOA. The points of contact for coordinating such activities are**:**

For the LEA:

_____
_____
_____
_____
_____

For ICE:

Department of Homeland Security
Immigration and Customs Enforcement
Office of Public Affairs

MEMORANDUM OF AGREEMENT
287(g) Task Force Model

This Memorandum of Agreement (MOA) constitutes an agreement between United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the_____, pursuant to which ICE delegates to nominated, trained, and certified officers or employees of the (hereinafter interchangeably referred to as "Law Enforcement Agency" (LEA)), the authority to perform certain immigration enforcement functions as specified herein. The LEA represents _____in the implementation and administration of this MOA. The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein. The ICE and LEA points of contact for purposes of this MOA are identified in Appendix A.

I. PURPOSE

The purpose of this MOA is to set forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and thereafter be approved by ICE to perform certain functions of an immigration officer under the direction and supervision of ICE within the LEA's jurisdiction. This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority granted under this MOA to participating LEA personnel shall occur only as provided in this MOA. This MOA also describes the complaint procedures available to members of the public regarding immigration enforcement actions taken pursuant to this agreement by participating LEA personnel.

II. AUTHORITY

Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-276, authorizes the Secretary of Homeland Security, or her designee, to enter into written agreements with a State or any political subdivision of a State so that qualified officers and employees can perform certain functions of an immigration officer. This MOA constitutes such a written agreement.

III. POLICY

This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. It sets forth with specificity the duration of the authority conveyed and the specific lines of authority, including the requirement that participating LEA personnel be subject to ICE direction and supervision while performing delegated immigration officer functions pursuant to this MOA. For the purposes of this MOA, ICE officers will provide direction and supervision for participating LEA personnel only as to immigration enforcement functions as authorized in this MOA. The LEA retains supervision of all other aspects of the employment and performance of duties of participating LEA personnel.

IV. TRAINING AND ASSIGNMENTS

Before participating LEA personnel receive authorization to perform immigration officer functions granted under this MOA, they must successfully complete mandatory training on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed as provided by ICE instructors and thereafter pass examinations equivalent to those given to ICE officers. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE. Only participating LEA personnel who are nominated, trained, certified, and authorized, as set out herein, have authority pursuant to this MOA to conduct the delegated immigration officer functions, under ICE direction and supervision, enumerated in this MOA.

Upon the LEA's agreement, participating LEA personnel performing immigration-related duties pursuant to this MOA will be assigned to various units, teams, or task forces designated by ICE.

V. DESIGNATION OF AUTHORIZED FUNCTIONS

For the purposes of this MOA, participating LEA personnel are authorized to perform the following functions pursuant to the stated authorities, subject to the limitations contained in this MOA:

- The power and authority to interrogate any alien or person believed to be an alien as to his right to be or remain in the United States (INA § 287(a)(1) and 8 C.F.R. § 287.5(a)(l)) and to process for immigration violations those individuals who have been arrested for State or Federal criminal offenses.

- The power and authority to arrest without a warrant any alien entering or attempting to unlawfully enter the United States in the officer's presence or view, or any alien in the United States, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(2) and 8 C.F.R. § 287.5(c)(1). Subsequent to such arrest, the arresting officer must take the alien without unnecessary delay for examination before an immigration officer having authority to examine aliens as to their right to enter or remain in the United States.

- The power to arrest without warrant for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(4) and 8 C.F.R. § 287.5(c)(2).

- The power to serve and execute warrants of arrest for immigration violations under INA § 287(a) and 8 C.F.R. § 287.5(e)(3).

- The power and authority to administer oaths and to take and consider evidence (INA § 287(b) and 8 C.F.R. § 287.5(a)(2)) to complete required alien processing to include fingerprinting,

photographing, and interviewing, as well as the preparation of affidavits and the taking of sworn statements for ICE supervisory review.

- The power and authority to prepare charging documents (INA § 239, 8 C.F.R. § 239.1; INA § 238, 8 C.F.R § 238.1; INA § 241(a)(5), 8 C.F.R § 241.8; INA § 235(b)(l), 8 C.F.R. § 235.3) including the preparation of the Notice to Appear (NTA) or other charging document, as appropriate, for the signature of an ICE officer for aliens in categories established by ICE supervisors.

- The power and authority to issue immigration detainers (8 C.F.R. § 287.7) and I-213, Record of Deportable/Inadmissible Alien, for aliens in categories established by ICE supervisors.

- The power and authority to take and maintain custody of aliens arrested by ICE, or another State or local law enforcement agency on behalf of ICE. (8 C.F.R. § 287.5(c)(6))

- The power and authority to take and maintain custody of aliens arrested pursuant to the immigration laws and transport (8 C.F.R. § 287.5(c)(6)) such aliens to ICE-approved detention facilities.

VI. RESOLUTION OF LOCAL CHARGES

The LEA is expected to pursue to completion prosecution of any state or local charges that caused the alien to be taken into custody. ICE may assume custody of aliens who have been convicted of a state or local offense only after such aliens have concluded service of any sentence of incarceration. The ICE Enforcement and Removal Operations Field Office Director or designee shall assess on a case-by-case basis the appropriate actions for aliens who do not meet the above criteria based on special interests or other circumstances after processing by the LEA.

After notification to and coordination with the ICE supervisor, the alien whom participating LEA personnel have determined to be removable will be arrested on behalf of ICE by participating LEA personnel and be transported by the LEA on the same day to the relevant ICE detention office or facility.

VII. NOMINATION OF PERSONNEL

The chief officer of the LEA will nominate candidates for initial training and certification under this MOA. For each candidate, ICE may request any information necessary for a background check and to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. All candidates must be United States citizens. All candidates must have at least two years of LEA work experience. All candidates must be approved by ICE and must be able to qualify for appropriate federal security clearances and access to appropriate DHS and ICE databases/systems and associated applications.

Should a candidate not be approved, a substitute candidate may be submitted if time permits such substitution to occur without delaying the start of training. Any subsequent expansion in the number of participating LEA personnel or scheduling of additional training classes may be based

on an oral agreement of the parties but will be subject to all the requirements of this MOA.

VIII. TRAINING OF PERSONNEL

ICE will provide participating LEA personnel with the mandatory training tailored to the immigration functions to be performed. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE.

Training will include, among other things: (i) discussion of the terms and limitations of this MOA; (ii) the scope of immigration officer authority; (iii) relevant immigration law; (iv) the ICE Use of Force Policy; (v) civil rights laws; (vi) the detention of aliens; (vii) public outreach and complaint procedures; (viii) liability issues; (ix) cross-cultural issues; and (x) the obligations under federal law, including applicable treaties or international agreements, to make proper notification upon the arrest or detention of a foreign national.

Approximately one year after the participating LEA personnel are trained and certified, ICE may provide additional updated training on relevant administrative, legal, and operational issues related to the performance of immigration officer functions, unless either party terminates this MOA pursuant to Section XVIII below. Local training on relevant issues will be provided on an ongoing basis by ICE supervisors or a designated team leader.

IX. CERTIFICATION AND AUTHORIZATION

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required testing. Upon certification, ICE will provide the participating LEA personnel with a signed authorization to perform specified functions of an immigration officer for an initial period of two years from the date of the authorization. ICE will also provide a copy of the authorization to the LEA. The ICE supervisory officer, or designated team leader, will evaluate the activities of all personnel certified under this MOA.

Authorization of participating LEA personnel to act pursuant to this MOA may be revoked at any time and for any reason by ICE or the LEA. Such revocation will require notification to the other party to this MOA within 48 hours. The chief officer of the LEA and ICE will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA, pursuant to Section XVIII below, shall constitute revocation of all immigration enforcement authorizations delegated herein.

X. COSTS AND EXPENDITURES

Participating LEA personnel will carry out designated functions at the LEA's expense, including salaries and benefits, local transportation, and official issue material. Whether or not the LEA receives financial reimbursement for such costs through a federal grant or other funding mechanism is not material to this MOA.

ICE is responsible for the installation and maintenance of the Information Technology (IT) infrastructure. The use of the IT infrastructure and the DHS/ICE IT security policies are

defined in the Interconnection Security Agreement (ISA). The ISA is the agreement between ICE's Chief Information Security Officer and the LEA's Designated Accreditation Authority. The LEA agrees that each of its sites using an ICE-provided network access or equipment will sign the ISA, which defines the DHS ICE 4300A Sensitive System Policy and Rules of Behavior for each user granted access to the DHS network and software applications. Failure to adhere to the terms of the ISA could result in the loss of all user privileges.

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material used in the execution of the LEA's mission. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. ICE is responsible for the costs of the LEA personnel's travel expenses while in a training status, as authorized by the Federal Travel Regulation and the ICE Travel Handbook. These expenses include housing, per diem and all transportation costs associated with getting to and from training. ICE is responsible for the salaries and benefits of all ICE personnel, including instructors and supervisors.

The LEA is responsible for providing all administrative supplies (e.g. paper, printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

XI. ICE SUPERVISION

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE.

When operating in the field, participating LEA personnel shall contact an ICE supervisor at the time of exercising the authority in this MOA, or as soon as is practicable thereafter, for guidance. The actions of participating LEA personnel will be reviewed by the ICE supervisory officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for additional training or guidance for that specific individual.

For the purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only as to immigration enforcement functions. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating LEA personnel in exercising these authorities shall be DHS and ICE policies and procedures, including the ICE Use of Force Policy. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law unless doing so would violate

federal law.

If a conflict arises between an order or direction of an ICE supervisory officer and LEA rules, standards, or policies, the conflict shall be promptly reported to ICE, and the chief officer of the LEA, or designee, when circumstances safely allow the concern to be raised. ICE and the chief officer of the LEA shall attempt to resolve the conflict.

Whenever possible, the LEA will deconflict all addresses, telephone numbers, and known or suspected identities of violators of the INA with ICE's Homeland Security Investigations or ICE's Enforcement and Removal Operations prior to taking any enforcement action. This deconfliction will, at a minimum include wants/warrants, criminal history, and a person's address, and vehicle check through TECS II or any successor system.

LEA participating personnel authorized pursuant to this MOA may be assigned and/or co-located with ICE as task force officers to assist ICE with criminal investigations.

XII. REPORTING REQUIREMENTS

The LEA will be responsible for tracking and maintaining accurate data and statistical information for their 287(g) program, including any specific tracking data requested by ICE. Upon ICE's request, such data and information shall be provided to ICE for comparison and verification with ICE's own data and statistical information, as well as for ICE's statistical reporting requirements and to assess the progress and success of the LEA's 287(g) program.

XIII. RELEASE OF INFORMATION TO THIRD PARTIES

The LEA may, at its discretion, communicate the substance of this agreement to the media and other parties expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the LEA is authorized to do the same.

The LEA hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult with ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the LEA has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. LEA questions regarding the

applicability of this section to requests for release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

The points of contact for ICE and the LEA for the above purposes are identified in Appendix C.

XIV. LIABILITY AND RESPONSIBILITY

Except as otherwise noted in this MOA or allowed by federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the LEA will be responsible and bear the costs of participating LEA personnel regarding their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating LEA personnel performing a function on behalf of ICE authorized by this MOA will be considered acting under color of federal authority for purposes of determining liability and immunity from suit under federal or state law. *See* 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. LEA personnel who wish to submit a request for representation shall notify the local ICE Office of the Principal Legal Advisor (OPLA) field location at_____. OPLA, through its headquarters, will assist LEA personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g) and this MOA; and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. *See* 28 C.F.R. § 50.15.

The LEA agrees to cooperate with any federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating LEA employee to cooperate in any federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The LEA agrees to cooperate with federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be

used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating LEA personnel under this MOA derive from federal authority, the participating LEA personnel will comply with federal standards relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The LEA and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. § 552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices regarding data collection and use of information under this MOA.

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In instances where serious misconduct or violations of the terms of the MOA come to the attention of ICE, the ICE Director may, upon recommendation of the Executive Associate Director for Enforcement and Removal Operations, elect to immediately suspend the MOA pending investigation of the misconduct and/or violations.

Notice of the suspension will be provided to the LEA, and the notice will include, at a minimum, (1) an overview of the reason(s) that ICE is suspending the 287(g) agreement, (2) the length of the temporary suspension, and (3) how the LEA can provide ICE with information regarding the alleged

misconduct and/or violations, as well as any corrective measures it has undertaken.

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If the LEA is working to take corrective measures, ICE will generally not terminate an agreement. The termination of an agreement is generally reserved for instances involving problems that are unresolvable and detrimental to the 287(g) Program.

If ICE decides to move from suspension to termination, ICE will provide the LEA a 90-day notice in advance of the partnership being terminated. The notice will include, at a minimum: (1) An overview of the reason(s) that ICE seeks to terminate the 287(g) agreement; (2) All available data on the total number of aliens identified under the 287(g) agreement; and (3) Examples of egregious criminal aliens identified under the 287(g) agreement. ICE's decision to terminate a MOA will be published on ICE's website 90 days in advance of the MOA's termination.

This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

For the LEA:	**For ICE:**
Date:_____	Date:_____
Signature: _____	Signature:_____
Title: _____	Title:_____

APPENDIX A

POINTS OF CONTACT

The ICE and LEA points of contact for purposes of implementation of this MOA are:

For ICE:

Department of Homeland Security
Immigration and Customs Enforcement
Enforcement and Removal Operations
Assistant Director for Enforcement
Washington DC

For the LEA:

_____
_____
_____
_____
_____

APPENDIX B

COMPLAINT PROCEDURE

This MOA is an agreement between ICE and the _____, hereinafter referred to as the "Law Enforcement Agency" (LEA), in which selected LEA personnel are authorized to perform immigration enforcement duties in specific situations under federal authority. As such, the training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for individuals' civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through these complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

If any participating LEA personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA the LEA shall, to the extent allowed by state law, make timely notification to ICE.

Further, if the LEA is aware of a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the LEA shall remove the designated LEA personnel from the program, until such time that the LEA has adjudicated the allegation.

The LEA will handle complaints filed against LEA personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated LEA personnel acting in immigration functions must be forwarded to the ICE Office of Professional Responsibility (OPR) at ICEOPRIntake@ice.dhs.gov.

1. Complaint Reporting Procedures

Complaint reporting procedures shall be disseminated as appropriate by the LEA within facilities under its jurisdiction (in English and other languages as appropriate) in order to ensure that individuals are aware of the availability of such procedures. Complaints will be accepted from any source (e.g., ICE, LEA, participating LEA personnel, inmates, and the public).

Complaints may be reported to federal authorities as follows:

A. Telephonically to the ICE OPR at the toll-free number 1-833-4ICE-OPR; or

B. Via email at ICEOPRIntake@ice.dhs.gov.

Complaints may also be referred to and accepted by any of the following LEA entities:

A. The LEA Internal Affairs Division; or
B. The supervisor of any participating LEA personnel.

2. Review of Complaints

All complaints (written or oral) reported to the LEA directly, which involve activities connected to immigration enforcement activities authorized under this MOA, will be reported to the ICE OPR. The ICE OPR will verify participating personnel status under the MOA with the assistance of ICE. Complaints received by any ICE entity will be reported directly to the ICE OPR as per existing ICE policies and procedures.

In all instances, the ICE OPR, as appropriate, will make an initial determination regarding DHS investigative jurisdiction and refer the complaint to the appropriate office for action as soon as possible, given the nature of the complaint.

Complaints reported directly to the ICE OPR will be shared with the LEA's Internal Affairs Division when the complaint involves LEA personnel. Both offices will then coordinate appropriate investigative jurisdiction, which may include initiation of a joint investigation to resolve the issue(s).

3. Complaint Resolution Procedures

Upon receipt of any complaint the ICE OPR will undertake a complete review of each complaint in accordance with existing ICE allegation criteria and reporting requirements. As stated above the ICE OPR will adhere to existing ICE reporting requirements as they relate to the DHS OIG and/or another legally required entity. Complaints will be resolved using the existing procedures, supplemented as follows:

A. Referral of Complaints to LEA Internal Affairs Division.

The ICE OPR will refer complaints, as appropriate, involving LEA personnel to the LEA's Internal Affairs Division for resolution. The Internal Affairs Division Commander will inform ICE OPR of the disposition and resolution of any complaints referred by ICE OPR.

B. Interim Action Pending Complaint Resolution

Whenever any participating LEA personnel are under investigation and subject to interrogation by the LEA for any reason that could lead to disciplinary action, demotion, or dismissal, the policy requirements of the LEA shall he honored. If appropriate, an individual may he removed from participation in the activities covered under the MOA pending resolution of an inquiry.

C. Time Parameters for Resolution of Complaints

It is expected that any complaint received will be resolved within 90 days. However, this will depend upon the nature and complexity of the substance of the complaint itself.

D. Notification of Resolution of a Complaint

ICE OPR will coordinate with the LEA's Internal Affairs Division to ensure notification as appropriate to the subject(s) of a complaint regarding the resolution of the complaint.

APPENDIX C

PUBLIC INFORMATION POINTS OF CONTACT

Pursuant to Section XIII of this MOA, the signatories agree to coordinate any release of information to the media regarding actions taken under this MOA. The points of contact for coordinating such activities are:

For the LEA:

_____
_____
_____
_____
_____

For ICE:

Department of Homeland Security
Immigration and Customs Enforcement
Office of Public Affairs

From: administrator@fpca.com
Date: February 25, 2025 at 18:01:03 EST
To: "Samuel Bejar, MPA" <sbejar@nbvillage.com>
Subject: [ALERT External Email] Red Alert - Immigration Update and MOA Template

Members,

As a follow up to our Green Alert last week on the immigration bills that passed and the template MOA, please see the linked brief from FPCA GC David Marsey. The MOA that was distributed last week, is attached again for your convenience. Director Keefe is seeking participation from as many municipalities as possible, as soon as possible. Please review the attached MOA and secondary guidance on how to transmit directly to ICE will be forthcoming. If you know you will be executing an MOA, please advise FPCA by email at jpritt@fpca.com.

This is a very fluid situation as new details on possible training are being discussed. The FPCA will provide details and updates as they are known.

Thank you,

Cookie

Jennifer C. Pritt
Executive Director
Florida Police Chiefs Association (FPCA)
850-219-3631
jpritt@fpca.com
Faithfully serving Florida's Police Chiefs

Article: Preliminary Operational Aspects of Immigration Reform

MOA Template

From: administrator@fpca.com
Date: February 27, 2025 at 15:36:23 EST
To: "Samuel Bejar, MPA" <sbejar@nbvillage.com>
Subject: [ALERT External Email] Red Alert - Follow up on 287g MOA Submission and Training

Florida Police Chiefs Association est. 1952

RED ALERT
For Immediate Attention

Members,

We have received direction regarding the submission of MOAs regarding participation in the 287g Taskforce Models. The fillable TFM is attached for your convenience; please note there is a section that ICE must complete as well. Agencies completing these MOAs should forward their signed document to ERO287g@ice.dhs.gov.

Additional information regarding these task forces can be found here: https://www.ice.gov/identify-and-arrest/287g.

Once you submit your MOA's they should executed within 2 business days, and you should see them appear on the portal. Updates to this portal are made routinely and you can click on the links to participating agencies or pending agencies to see your status.

287(g) Participating Agencies

As of February 27, 2025, at 7:41 a.m., ICE has signed 287(g) JEM agreements with 65 law enforcement agencies in 17 states, 287(g) WSO agreements with 110 law enforcement agencies in 13 states, and 287(g) TFM agreements with 81 agencies in seven states.

View 287(g) Participating Agencies

287(g) Pending Agencies

As of February 27, 2025, at 7:41 a.m., the following 32 287(g) program applications are pending.

View 287(g) Pending Agencies

If your submitted MOA does not appear in the pending agencies list within 2 business days of forwarding, you are welcome to follow-up directly through the ICE Contact Center. Those in Florida can be found here: ICE Field Offices | ICE or you may reach out directly to FHP Colonel Gary Howze who has been instrumental in assisting our members with information on these MOAs. Colonel Howze can be reached by email at GaryHowze@flhsmv.gov or by office phone at Office: 850-617-2300.

Regarding 287g training for LEA personnel, ICE is in the process of updating a virtual option for the immigration enforcement MOU which is anticipated to be available within the next week, or early March 2025. Tentatively, the training is 40 hours to be completed within a 60-day timeframe (enforcement MOU). Information regarding training opportunities should be available on the above weblink for ICE. As we learn of these opportunities, we will update our membership.

The FPCA cannot provide additional guidance for agencies on the number of personnel that you should provide or full/part time status of those members that may participate in TF operations.

Thank you,

Cookie

Jennifer C. Pritt
Executive Director
Florida Police Chiefs Association (FPCA)
850-219-3631
jpritt@fpca.com
Faithfully serving Florida's Police Chiefs

Frank Rollason

From: administrator@fpca.com
Date: March 5, 2025 at 11:10:34 EST
To: "Samuel Bejar, MPA" <sbejar@nbvillage.com>
Subject: [ALERT External Email] Red Alert: 287(g) MOA Submission - Additional Information on OPLA Addresses

Members,

We have received direction regarding the submission of MOAs regarding participation in the 287g Taskforce Models. The fillable TFM is attached for your convenience; please note there is a section that ICE must complete as well. Agencies completing these MOAs should forward their signed document to ERO287g@ice.dhs.gov.

The State of Florida has two ICE Office of the Principal Legal Advisor (OPLA) field locations who are co-located in the same buildings as their respective local EOIR court location. The LEAs can use the EOIR location tool linked below to find the OPLA address that corresponds to their location.

Executive Office for Immigration Review | Immigration Court Operational Status | United States Department of Justice

The only difference between the listed court address and the OPLA address is the floor. OPLA Orlando is on the 5th floor (Suite 5000), and OPLA Miami is on the 2nd floor (Suite 200).

OPLA Orlando
500 North Orange Avenue, Suite 5000
Orlando, FL 32801
(407) 812-3600
AOR: Central and North Florida

OPLA Miami
333 S. Miami Avenue, Suite 200
Miami FL 33130

(305) 400-6160
AOR: South Florida

Additional information regarding these task forces can be found here: https://www.ice.gov/identify-and-arrest/287g.

Once you submit your MOA's they should executed within 2 business days, and you should see them appear on the portal. Updates to this portal are made routinely and you can click on the links to participating agencies or pending agencies to see your status.

287(g) Participating Agencies

As of March 4, 2025, at 3:00 p.m., ICE has signed 287(g) JEM agreements with 72 law enforcement agencies in 20 states, 287(g) WSO agreements with 123 law enforcement agencies in 16 states, and 287(g) TFM agreements with 107 agencies in 12 states.

View 287(g) Participating Agencies

287(g) Pending Agencies

As of March 5, 2025, at 9:00 a.m., the following 38 287(g) program applications are pending.

View 287(g) Pending Agencies

If your submitted MOA does not appear in the pending agencies list within 2 business days of forwarding, you are welcome to follow-up directly through the ICE Contact Center. Those in Florida can be found here: ICE Field Offices | ICE or you may reach out directly to FHP Colonel Gary Howze who has been instrumental in assisting our members with information on these MOAs. Colonel Howze can be reached by email at GaryHowze@flhsmv.gov or by office phone at Office: 850-617-2300.

Regarding 287g training for LEA personnel, ICE is in the process of updating a virtual option for the immigration enforcement MOU which is anticipated to be available within the next week, or early March 2025. Tentatively, the training is 40 hours to be completed within a 60-day timeframe (enforcement MOU). Information regarding training opportunities should be available on the above weblink for ICE. As we learn of these opportunities, we will update our membership.

The FPCA cannot provide additional guidance for agencies on the number of personnel that you should provide or full/part time status of those members that may participate in TF operations.

Thank you,

Cookie

Jennifer C. Pritt
Executive Director
Florida Police Chiefs Association (FPCA)
850-219-3631
jpritt@fpca.com
Faithfully serving Florida's Police Chiefs

Miami-Dade Sheriff's Office

Memorandum

Date: February 27, 2025

To: Distribution D

From: Janet Lewis, General Counsel
General Counsel's Office

Subject: Guidance on Recent ICE Warrants Entered into NCIC

LEGAL NOTE 2025-04

Recently, approximately 700,000 U.S. Immigration and Customs Enforcement (ICE) administrative (civil) arrest warrants (I-205) were entered into the National Crime Information Center (NCIC) database. As a result, during everyday policing activities, deputies may run an individual and see that ICE has issued an administrative arrest warrant for that person. However, deputies who are not 287(g) deputized by the Department of Homeland Security cannot serve, or arrest anyone on, these administrative warrants, even though they are in NCIC. Arrests on these warrants can only be made by federal agents and officers with immigration authority, or a state or local officer/deputy who has been 287(g) deputized.

If a deputy arrests a subject on criminal charges, and the subject also has an administrative arrest warrant in the NCIC, the deputy should transport the subject to Turner Guilford Knight Correctional Center (TGK) for the criminal charges, as normal. At TGK, Miami-Dade Corrections and Rehabilitation personnel will notify ICE to respond to the jail to serve the administrative arrest warrant.

If a deputy detains or encounters someone who has an administrative arrest warrant in the NCIC, but the deputy does not have probable cause to arrest the individual for a state or local criminal charge, **the deputy does not have the legal authority to arrest and transport to jail solely on the ICE administrative arrest warrant.** An arrest made solely on an ICE administrative arrest warrant will likely result in liability.

In these cases where there are no criminal charges, the deputy should contact the ICE Law Enforcement Service Center (LESC) at the number provided in the NCIC hit and request that an ICE agent respond to the scene. The ICE LESC will ask for the date and time of the stop, the reason for the stop, and whether there are any local criminal charges. The LESC will then contact a local ICE office to request an agent respond to the scene. If an ICE agent fails to arrive on the scene within the time it takes to accomplish the original purpose of the stop (i.e., you may not prolong the stop to wait for the arrival of ICE agents), deputies should try to collect as much information from the person as possible, but must release the individual at the end of the stop/encounter.

Deputies having questions regarding this Legal Note should contact the General Counsel's Office at (305) 471-1800. Law enforcement officers from other agencies should contact their respective legal advisors prior to taking action based on this Legal Note.

Miami-Dade Sheriff's Office

Memorandum

Date: February 20, 2025

To: Distribution D

From: Janet Lewis, General Counsel
General Counsel's Office

Subject: Revisions to Florida Statutes Pursuant to Florida Senate Bills 2-C and 4-C

Legal Note 2025-02

On February 13, 2025, Governor Ron DeSantis signed two sweeping immigration bills (Florida Senate Bills 2-C and 4-C) into law. Both bills became effective immediately upon signing.

LAW ENFORCEMENT SUMMARY

Four new crimes were created in Florida:

1. **Illegal Voting** - If a Miami-Dade Sheriff's Office (MDSO) deputy has probable cause to believe that an individual voted in an election, but was not qualified to vote, that person can be arrested for a third-degree felony.

2. **Aiding/Soliciting Illegal Voting** - If an MDSO deputy has probable cause to believe that an individual helped or solicited a person to vote, even though the person was not qualified to vote, the person who aided/solicited the illegal voting can be arrested for a third-degree felony.

3. **Illegal Entry** - If an MDSO deputy has probable cause to believe that an unauthorized alien entered or attempted to enter Florida, and that the individual entered the U.S. by eluding or avoiding examination or inspection by immigration officers, that person can be arrested for a first-degree misdemeanor.

4. **Illegal Re-Entry** - If an MDSO deputy has probable cause to believe that an unauthorized alien re-entered or attempted to re-enter Florida after being denied entry or deported, that person can be arrested for a third-degree felony.

The below Florida Statutes of significance to law enforcement were either created or amended and are outlined below.

Florida Statutes Section ("FSS") 104.155 - *Unqualified noncitizen electors willfully voting; prohibited defenses; aiding or soliciting noncitizen electors in voting prohibited* was created and established the following:

- Anyone who is not qualified to vote and willfully votes in any election is guilty of a third-degree felony. Ignorance or belief about citizenship status is not a defense.
- Any person aiding or soliciting such a person to vote is guilty of a third-degree felony.

FSS 322.033 - *Unauthorized aliens and undocumented immigrants; invalid out-of-state driver licenses* was amended as follows:

- Prohibits Florida Highway Safety and Motor Vehicles from issuing driver licenses or identifications cards to unauthorized aliens or undocumented immigrants.

FSS 775.0824 - *Dangerous unauthorized alien offender; legislative intent; definitions; mandatory minimum prison terms* was created and established the following:

- The intent of the legislature is to punish "dangerous unauthorized alien offenders" to the fullest extent of the law.
- "Dangerous unauthorized alien offender" is as an unauthorized alien who is a member of a criminal gang and who commits or attempts to commit a felony offense in Florida.
- If the State Attorney's Office (SAO) determines that a person is a dangerous unauthorized alien offender, the SAO shall seek to have the court sentence the person as a dangerous unauthorized alien offender and impose the appropriate term of imprisonment.
- Anyone convicted as a "dangerous unauthorized alien offender" can only be released by expiration of sentence and is not eligible for parole, control release, or any form of early release.

FSS 775.0848 - *Offenses committed by an unauthorized alien* was amended as follows:

- Provides for the reclassification of misdemeanors committed by unauthorized aliens.
    - Second-degree misdemeanors are reclassified to first-degree misdemeanors.
    - First-degree misdemeanors are reclassified to third-degree felonies.

FSS 811.102 - *Illegal entry by adult unauthorized alien into this state* was created and established the following:

- An unauthorized alien 18 years or older who knowingly enters or attempts to enter Florida after entering the U.S. by eluding or avoiding examination or inspection by immigration officers commits a first-degree misdemeanor. A person convicted of this crime must be sentenced to a mandatory minimum term of imprisonment of 9 months.
- Additional violations become third-degree felonies and are punishable by a mandatory minimum term of imprisonment of 1 year and 1 day (second violation) or 2 years (third or subsequent violations).
- An unauthorized alien may not be arrested for a violation of this section if the unauthorized alien encountered law enforcement during the investigation of another crime, and the unauthorized alien witnessed or reported such crime, or was a victim of such crime.
- Implements a presumption against pretrial release for unauthorized aliens who are arrested for a violation of this section.

- Unauthorized aliens are not eligible for civil citations, prearrest or post arrest diversion programs, or other similar programs.
- Upon making an arrest for a violation of this section, the arresting law enforcement agency shall notify ICE and FDLE of the arrest and provide any known information about the unauthorized alien, which must include fingerprints, photograph, and any other biometric information necessary to identify the unauthorized alien.

FSS 811.103 - *Illegal reentry of an adult unauthorized alien* was created and established the following:

- An unauthorized alien commits a third-degree felony if they are 18 years of age or older and enter, attempt to enter, or are found in this state after having been denied admission, excluded, deported, or removed, or after having departed the U.S. during the time an order of exclusion/deportation/removal is outstanding. The mandatory minimum term of imprisonment for such a violation is 1 year and 1 day.
- An unauthorized alien who has 3 or more prior convictions for a misdemeanor or a felony, other than a forcible felony or an aggravated felony, and who commits a violation of this section commits a third-degree felony requiring a mandatory minimum term of imprisonment of 2 years.
- An unauthorized alien who has a prior conviction for a forcible felony or an aggravated felony, and who commits a violation of this section, commits a second-degree felony requiring a mandatory minimum term of imprisonment of 5 years.
- Implements a presumption against pretrial release for unauthorized aliens who are arrested for a violation of this section.
- Unauthorized aliens are not eligible for civil citations, prearrest or post arrest diversion programs, or other similar programs.
- Upon making an arrest for a violation of this section, the arresting law enforcement agency shall notify ICE and FDLE of the arrest and provide any known information about the unauthorized alien, which must include fingerprints, photograph, and any other biometric information necessary to identify the unauthorized alien.

FSS 895.02 - *Definitions* was amended as follows:

- Adds "aiding or soliciting a noncitizen in voting" to the list of racketeering crimes.

FSS 903.046 - *Purpose of and criteria for bail determination* was amended as follows:

- Adds "immigration status" to list of factors a court may consider prior to releasing a defendant on bail or other conditions.

FSS 907.041 - *Pretrial detention and release* was amended as follows:

- Adds that unauthorized aliens pose a substantial flight risk because of their status.
- Excludes "unauthorized alien charged with a forcible felony" from the presumption in favor of release on nonmonetary conditions for pretrial release.
- Adds that an unauthorized alien who is arrested for committing a forcible felony is not eligible for release until they appear for a first appearance hearing. If, at the first appearance hearing, the court determines that there is probable cause to believe that the defendant committed a forcible felony, and a preponderance of the evidence to believe that the defendant is an unauthorized alien, the court shall presume that the defendant presents a substantial flight risk. The defendant may rebut the presumption or request a continuance of the first appearance hearing.

FSS 908.1031 - *State Board of Immigration Enforcement; creation; purpose and duties* was created and established the following:

- Creates a State Board of Immigration Enforcement (the "Board") within the Florida Department of Law Enforcement (FDLE), which is composed of the Governor and Cabinet, who serve as the agency head and act as the chief immigration enforcement officer for the state.
- The Board will:
  - Serve as a resource for the U.S. Immigration and Customs Enforcement (ICE);
  - Coordinate and cooperate with the federal government in the enforcement of federal immigration laws;
  - Assist law enforcement with the enforcement of federal immigration laws;
  - Monitor local government compliance with this section;
  - Administer the Local Law Enforcement Immigration Grant Program.

FSS 908.1032 - *State Immigration Enforcement Council* was created and established the following:

- Creates the State Immigration Enforcement Council (the Council) within the State Board of Immigration Enforcement to advise the Board.
- The Governor, Attorney General, CFO, and Commissioner of Agriculture must each appoint one police chief.
- The President of the Senate and the Speaker of the House must each appoint two sheriffs.
- The Board must unanimously elect a sheriff from among the Council's membership to serve as chair.
- First meeting of the Council shall occur no later than April 1, 2025.
- Among other functions, the Council will:
  - Advise the Board on the efforts of local law enforcement agencies related to enforcement of federal immigration laws within the state.

- Provide recommendations to enhance information sharing between state, local, and federal governments in the enforcement of federal immigration laws.

FSS 908.1033 - *Local Law Enforcement Immigration Grant Program* was created and established the following:

- Creates the Local Law Enforcement Immigration Grant Program (the Program).
- The Program awards grants to support local law enforcement agencies (to include corrections) on a first-come, first-served basis.
- Law enforcement may apply for reimbursement of expenses incurred in its cooperation and coordination with federal immigration agencies in the enforcement of federal immigration laws. Eligible expenses include, but are not limited to: equipment, travel, lodging, training programs, hardware, and software.
- Agencies can also apply for bonus payments of up to $1,000 for each law enforcement officer who participates in U.S. Dept of Homeland Security at-large task force operations.

FSS 908.104 - *Cooperation with federal immigration authorities* was amended as follows:

- A law enforcement agency may not prohibit or restrict its law enforcement officers from executing or assisting in the execution of a lawful judicial warrant.
- Upon request from a federal immigration agency, a detention facility must provide a list of all inmates booked into the county jail and any information on each inmate's immigration status.
- Does not require law enforcement agencies to provide a federal immigration agency with information about a victim of, or witness to, a crime if: (1) the victim/witness is necessary to the investigation/prosecution of a crime; (2) the crime occurred in the U.S.; and (3) the victim/witness timely and in good faith cooperates in the investigation/prosecution.

FSS 908.105 - *Duties related to immigration detainers* was amended as follows:

- A law enforcement agency that has custody of a person subject to an immigration detainer shall notify the SAO of such detainer.
- The Attorney General shall initiate proceedings against any local government that adopts an ordinance, regulation, rule, or policy refusing to comply with immigration detainers.
- If a court determines that a violation was knowing and willful, the court shall assess a fine of up to $5,000 against the elected/appointed local government official or administrative agency head under whose jurisdiction the violation occurred.

FSS 908.107 - *Enforcement* was amended as follows:

- The Governor may suspend from office any executive or administrative state, county, or municipal officer who violates his/her duties under this law.

FSS 908.11 - *Immigration enforcement assistance agreements; reporting requirement* was amended as follows:

- The chief correctional officer (head of county detention facility) must enter into a written agreement with ICE to participate in the immigration program established under 287(g) of the Immigration and Nationality Act, 8 USC s. 1357.

FSS 908.13 - *Unauthorized Alien Transport Program* was created and established the following:

- Creates the Unauthorized Alien Transport Program within the Division of Emergency Management (the Division) within the Executive Office of the Governor to facilitate the transport of unauthorized aliens.
- In order for the Division to transport an unauthorized alien, all of the following requirements must be met:
  - ICE must specifically request assistance;
  - ICE must reimburse actual costs; and
  - Transport must occur under the direct control and supervision of ICE.
- This statute will be repealed in its entirety on June 30, 2027.

FSS 921.1426 - *Sentence of death for capital offense committed by unauthorized alien* was created and established the following:

- An unauthorized alien who is convicted or adjudicated guilty of a capital felony shall be sentenced to death.

Deputies with questions about this Legal Note may call the General Counsel's Office at 305-471-1800. Law enforcement officers from other agencies should contact their legal advisors prior to acting based on this Legal Note.

908.101 Legislative findings and intent.

The Legislature finds that it is an important state interest to cooperate and assist the federal government in the enforcement of federal immigration laws within this state.

History.—s. 1, ch. 2019-102.

908.102 Definitions.

As used in this chapter, the term:

(1) "Federal immigration agency" means the United States Department of Justice and the United States Department of Homeland Security, a division within such an agency, including United States Immigration and Customs Enforcement and United States Customs and Border Protection, any successor agency, and any other federal agency charged with the enforcement of immigration law.

(2) "Immigration detainer" means a facially sufficient written or electronic request issued by a federal immigration agency using that agency's official form to request that another law enforcement agency detain a person based on probable cause to believe that the person to be detained is a removable alien under federal immigration law, including detainers issued pursuant to 8 U.S.C. ss. 1226 and 1357 along with a warrant described in paragraph (c). For purposes of this subsection, an immigration detainer is deemed facially sufficient if:

(a) The federal immigration agency's official form is complete and indicates on its face that the federal immigration official has probable cause to believe that the person to be detained is a removable alien under federal immigration law; or

(b) The federal immigration agency's official form is incomplete and fails to indicate on its face that the federal immigration official has probable cause to believe that the person to be detained is a removable alien under federal immigration law, but is supported by an affidavit, order, or other official documentation that indicates that the federal immigration agency has probable cause to believe that the person to be detained is a removable alien under federal immigration law; and

(c) The federal immigration agency supplies with its detention request a Form I-200 Warrant for Arrest of Alien or a Form I-205 Warrant of Removal/Deportation or a successor warrant or other warrant authorized by federal law.

(3) "Inmate" means a person in the custody of a law enforcement agency.

(4) "Law enforcement agency" means an agency in this state charged with enforcement of state, county, municipal, or federal laws or with managing custody of detained persons in this state and includes municipal police departments, sheriffs' offices, state police departments, state university and college police departments, county correctional agencies, and the Department of Corrections.

(5) "Local governmental entity" means any county, municipality, or other political subdivision of this state.

(6) "Sanctuary policy" means a law, policy, practice, procedure, or custom adopted or allowed by a state entity or local governmental entity which prohibits or impedes a law enforcement agency from complying with 8 U.S.C. s. 1373 or which prohibits or impedes a law enforcement agency from communicating or cooperating with a federal immigration agency so as to limit such law enforcement agency in, or prohibit the agency from:

(a) Complying with an immigration detainer;

(b) Complying with a request from a federal immigration agency to notify the agency before the release of an inmate or detainee in the custody of the law enforcement agency;

(c) Providing a federal immigration agency access to an inmate for interview;

(d) Participating in any program or agreement authorized under s. 287 of the Immigration and Nationality Act, 8 U.S.C. s. 1357 as required by s. 908.11;

(e) Providing a federal immigration agency with an inmate's incarceration status or release date; or

(f) Providing information to a state entity on the immigration status of an inmate or detainee in the custody of the law enforcement agency.

(7) "State entity" means the state or any office, board, bureau, commission, department, branch, division, or institution thereof, including institutions within the State University System and the Florida College System.

History.—s. 1, ch. 2019-102; s. 2, ch. 2022-193.

908.103 Sanctuary policies prohibited.

A state entity, law enforcement agency, or local governmental entity may not adopt or have in effect a sanctuary policy.

History.—s. 1, ch. 2019-102.

908.104 Cooperation with federal immigration authorities.

(1) A law enforcement agency shall use best efforts to support the enforcement of federal immigration law. This subsection applies to an official, representative, agent, or employee of the entity or agency only when he or she is acting within the scope of his or her official duties or within the scope of his or her employment.

(2) Except as otherwise expressly prohibited by federal law, a state entity, local governmental entity, or law enforcement agency, or an employee, an agent, or a representative of the entity or agency, may not prohibit or in any way restrict a law enforcement agency from taking any of the following actions with respect to information regarding a person's immigration status:

(a) Sending the information to or requesting, receiving, or reviewing the information from a federal immigration agency for purposes of this chapter.

(b) Recording and maintaining the information for purposes of this chapter.

(c) Exchanging the information with a federal immigration agency or another state entity, local governmental entity, or law enforcement agency for purposes of this chapter.

(d) Using the information to comply with an immigration detainer.

(e) Using the information to confirm the identity of a person who is detained by a law enforcement agency.

(f) Sending the applicable information obtained pursuant to enforcement of s. 448.095 to a federal immigration agency.

(3)(a) For purposes of this subsection, the term "applicable criminal case" means a criminal case in which:

1. The judgment requires the defendant to be confined in a secure correctional facility; and

2. The judge:

a. Indicates in the record under s. 908.105 that the defendant is subject to an immigration detainer; or

b. Otherwise indicates in the record that the defendant is subject to a transfer into federal custody.

(b) In an applicable criminal case, when the judge sentences a defendant who is the subject of an immigration detainer to confinement, the judge shall issue an order requiring the secure correctional facility in which the defendant is to be confined to reduce the defendant's sentence by a period of not more than 12 days on the facility's determination that the reduction in sentence will facilitate the seamless transfer of the defendant into federal custody. For purposes of this paragraph, the term "secure correctional facility" means a state correctional institution as defined in s. 944.02 or a county detention facility or a municipal detention facility as defined in s. 951.23.

(c) If the information specified in sub-subparagraph (a)2.a. or sub-subparagraph (a)2.b. is not available at the time the sentence is pronounced in the case, but is received by a law enforcement agency afterwards, the law enforcement agency shall notify the judge who shall issue the order described by paragraph (b) as soon as the information becomes available.

(4) When a county correctional facility or the Department of Corrections receives verification from a federal immigration agency that a person subject to an immigration detainer is in the law enforcement agency's custody, the agency may securely transport the person to a federal facility in this state or to another point of transfer to federal custody outside the jurisdiction of the law enforcement agency. The law enforcement agency may transfer a person who is subject to an immigration detainer and is confined in a secure correctional facility to the custody of a federal immigration agency not earlier than 12 days before his or her release date. A law enforcement agency shall obtain judicial authorization before securely transporting an alien to a point of transfer outside of this state.

(5) This section does not require a state entity, local governmental entity, or law enforcement agency to provide a federal immigration agency with information related to a victim of or a witness

to a criminal offense if the victim or witness timely and in good faith responds to the entity's or agency's request for information and cooperation in the investigation or prosecution of the offense.

(6) A state entity, local governmental entity, or law enforcement agency that, pursuant to subsection (5), withholds information regarding the immigration information of a victim of or witness to a criminal offense shall document the victim's or witness's cooperation in the entity's or agency's investigative records related to the offense and shall retain the records for at least 10 years for the purpose of audit, verification, or inspection by the Auditor General.

(7) This section does not authorize a law enforcement agency to detain an alien unlawfully present in the United States pursuant to an immigration detainer solely because the alien witnessed or reported a crime or was a victim of a criminal offense.

(8) This section does not apply to any alien unlawfully present in the United States if he or she is or has been a necessary witness or victim of a crime of domestic violence, rape, sexual exploitation, sexual assault, murder, manslaughter, assault, battery, human trafficking, kidnapping, false imprisonment, involuntary servitude, fraud in foreign labor contracting, blackmail, extortion, or witness tampering.

History.—s. 1, ch. 2019-102; s. 12, ch. 2023-40.

908.105 Duties related to immigration detainers.

(1) A law enforcement agency that has custody of a person subject to an immigration detainer issued by a federal immigration agency shall:

(a) Provide to the judge authorized to grant or deny the person's release on bail under chapter 903 notice that the person is subject to an immigration detainer.

(b) Record in the person's case file that the person is subject to an immigration detainer.

(c) Upon determining that the immigration detainer is in accordance with s. 908.102(2), comply with the requests made in the immigration detainer.

(2) A law enforcement agency is not required to perform a duty imposed by paragraph (1)(a) or paragraph (1)(b) with respect to a person who is transferred to the custody of the agency by another law enforcement agency if the transferring agency performed that duty before the transfer.

(3) A judge who receives notice that a person is subject to an immigration detainer shall cause the fact to be recorded in the court record, regardless of whether the notice is received before or after a judgment in the case.

History.—s. 1, ch. 2019-102.

908.106 Reimbursement of costs.

Each county correctional facility shall enter into an agreement or agreements with a federal immigration agency for temporarily housing persons who are the subject of immigration detainers and for the payment of the costs of housing and detaining those persons. A compliant agreement may include any contract between a correctional facility and a federal immigration agency for housing or detaining persons subject to immigration detainers, such as basic ordering agreements

in effect on or after July 1, 2019, agreements authorized by s. 287 of the Immigration and Nationality Act, 8 U.S.C. s. 1357, or successor agreements and other similar agreements authorized by federal law.

History.—s. 1, ch. 2019-102.

908.107 Enforcement.

(1) Any executive or administrative state, county, or municipal officer who violates his or her duties under this chapter may be subject to action by the Governor in the exercise of his or her authority under the State Constitution and state law. Pursuant to s. 1(b), Art. IV of the State Constitution, the Governor may initiate judicial proceedings in the name of the state against such officers to enforce compliance with any duty under this chapter or restrain any unauthorized act contrary to this chapter.

(2) In addition, the Attorney General may file suit against a local governmental entity or local law enforcement agency in a court of competent jurisdiction for declaratory or injunctive relief for a violation of this chapter.

(3) If a local governmental entity or local law enforcement agency violates this chapter, the court must enjoin the unlawful sanctuary policy. The court has continuing jurisdiction over the parties and subject matter and may enforce its orders with the initiation of contempt proceedings as provided by law.

(4) An order approving a consent decree or granting an injunction must include written findings of fact that describe with specificity the existence and nature of the sanctuary policy that violates this chapter.

History.—s. 1, ch. 2019-102.

908.108 Education records.

This chapter does not apply to the release of information contained in education records of an educational agency or institution, except in conformity with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. s. 1232g.

History.—s. 1, ch. 2019-102.

908.109 Discrimination prohibited.

A state entity, a local governmental entity, or a law enforcement agency, or a person employed by or otherwise under the direction or control of the entity or agency, may not base its actions under this chapter on the gender, race, religion, national origin, or physical disability of a person except to the extent authorized by the United States Constitution or the State Constitution.

History.—s. 1, ch. 2019-102.

908.11 Immigration enforcement assistance agreements; reporting requirement.

(1) By January 1, 2023, each law enforcement agency operating a county detention facility must enter into a written agreement with the United States Immigration and Customs Enforcement to

participate in the immigration program established under s. 287(g) of the Immigration and Nationality Act, 8 U.S.C. s. 1357. This subsection does not require a law enforcement agency to participate in a particular program model.

(2) Beginning no later than October 1, 2022, and until the law enforcement agency enters into the written agreement required under subsection (1), each law enforcement agency operating a county detention facility must notify the Department of Law Enforcement quarterly of the status of such written agreement and any reason for noncompliance with this section, if applicable.

History.—s. 3, ch. 2022-193.

908.111 Prohibition against governmental entity contracts with common carriers; required termination provisions.

(1) As used in this section, the term:

(a) "Common carrier" means a person, firm, or corporation that undertakes for hire, as a regular business, to transport persons or commodities from place to place, offering his or her services to all such as may choose to employ the common carrier and pay his or her charges.

(b) "Contract" means a contract that is subject to the competitive procurement requirements of the contracting governmental entity or a contract for an amount or duration requiring it to include written provisions under the procurement requirements of the governmental entity.

(c) "Governmental entity" means an agency of the state, a regional or local government created by the State Constitution or by a general or special act, a county or municipality, or any other entity that independently exercises governmental authority.

(d) "Unauthorized alien" means a person who is unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The term shall be interpreted consistently with any applicable federal statutes, rules, or regulations.

(2) A governmental entity may not execute, amend, or renew a contract with a common carrier or contracted carrier if the carrier is willfully providing any service in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

(3) A contract between a governmental entity and a common carrier or contracted carrier which is executed, amended, or renewed on or after October 1, 2022, including a grant agreement or economic incentive program payment agreement, must include:

(a) An attestation by the common carrier or contracted carrier, in conformity with s. 92.525, that the common carrier or contracted carrier is not willfully providing and will not willfully provide any service during the contract term in furtherance of transporting a person into this state knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this state or the United States. A governmental entity is deemed to be in compliance with subsection (2) upon receipt of the common carrier's or contracted carrier's attestation; and

(b) A provision for termination for cause of the contract, grant agreement, or economic incentive program payment agreement if a common carrier or contracted carrier is found in violation of its attestation.

(4) The Department of Management Services shall develop by rule a common carrier and contracted carrier attestation form no later than August 30, 2022.

History.—s. 4, ch. 2022-193.

1Note.—Section 1, ch. 2023-3, provides:

"(1) As used in this section, the term "inspected unauthorized alien" means an individual who has documentation from the United States Government indicating that the United States Government processed and released him or her into the United States without admitting the individual in accordance with the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The term must be interpreted consistently with any applicable federal statutes, rules, or regulations.

"(2) The Legislature finds that the Federal Government has failed to secure the nation's borders and has allowed a surge of inspected unauthorized aliens to enter the United States. In January 2023, the Governor issued Executive Order 23-03, directing state law enforcement agencies and other state agencies to take necessary actions to protect Floridians from the impacts of the border crisis. Without such action, detrimental effects may be experienced in Florida, including increased crime, diminished economic opportunities and wages for American workers, and burdens on the education and health care systems. The Legislature finds that the Federal Government has proven itself unwilling to address this crisis.

"(3) To mitigate the effects of this crisis on the State of Florida, the Unauthorized Alien Transport Program is created within the Division of Emergency Management within the Executive Office of the Governor for the purpose of facilitating the transport of inspected unauthorized aliens within the United States, consistent with federal law. Notwithstanding s. 287.057, Florida Statutes, the division is authorized to contract for services to implement the program.

"(4) The division may adopt rules to implement the program.

"(5) This section expires June 30, 2025."

908.12Transnational crime organizations; reclassification.

(1) As used in this section, the term "transnational crime organization" means an organization that routinely facilitates the international trafficking of drugs, humans, or weapons or the international smuggling of humans.

(2) The penalty for any misdemeanor or felony may be reclassified if the commission of such misdemeanor or felony was for the purpose of benefiting, promoting, or furthering the interests of a transnational crime organization. The reclassification is as follows:

(a) A misdemeanor of the second degree is reclassified to a misdemeanor of the first degree.

(b) A misdemeanor of the first degree is reclassified to a felony of the third degree.

(c) A felony of the third degree is reclassified to a felony of the second degree.

(d) A felony of the second degree is reclassified to a felony of the first degree.

(e) A felony of the first degree is reclassified to a life felony.

History.—s. 2, ch. 2024-8

Frank Rollason

From: Samuel Bejar, MPA
Sent: Thursday, March 6, 2025 8:49 AM
To: Frank Rollason
Cc: Carlos Noriega
Subject: Immigration Enforcement MOU Progression

Sir,

As discussed,

the 287G MOU allowing our agency to participate/cooperate in Immigration Enforcement matters was transmitted to All Florida LEA by the FPCA (Florida Chiefs)

Subsequently, the MDCACP (Dade Chiefs) had a meeting with all agency heads, including CGPD Chief Ed Hudak, who serves as our liaison to the FPCA as District 4 Director (appointed by the MDCACP President), wherein it was relayed that Governor DeSantis is supporting the President's Immigration Agenda, and as such, full cooperation is expected from all LEAs in the state.

As a result of the information presented in that meeting, the general consensus amongst local LEA leaders is that the best course of action, though it is an individual policy decision that must be embraced by the administration of each respective local government, is to sign the 287G and then analyze next steps as the situation develops further.

The 287G MOU mandates that only officers that have met the Immigration Enforcement training/certification requirement can actually participate in enforcement, thus becoming a signatory to the 287G MOU is only an initial step, as there is currently, no availability of the necessary training - there is a plan by ICE to develop it.

Sent from my iPhone

[Logo]<https://northbayvillage-fl.gov/police/>
Samuel Bejar, MPA
Deputy Chief of Police
Phone: (305) 758-2626
Mobile:
Email: sbejar@nbvillage.com
Website: northbayvillage-fl.gov<http://northbayvillage-fl.gov>
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[facebook icon]<https://rb.gy/maiw1> [twitter icon] <https://rb.gy/a066z> [youtube icon] <https://rb.gy/v5gq5> [linkedin icon] <https://rb.gy/fb0wn> [instagram icon] <https://rb.gy/ruklf> PLEASE NOTE: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

ITEM NO. 13.A

North Bay Village
Recommendation Memorandum

DATE: March 18, 2025

TO: Planning and Zoning Board

FROM: Silvia Vargas, Village Planner

SPONSORED BY:

SUBJECT: **AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, COMPREHENSIVELY AMENDING THE UNIFIED LAND DEVELOPMENT CODE TO MODIFY REGULATIONS RELATING TO SPECIAL AREA PLANS (SAPS); PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE - SPONSORED BY MAYOR RACHEL STREITFELD (VILLAGE ATTORNEY TONY RECIO AND VILLAGE PLANNER SILVIA E. VARGAS, FAICP)**

RECOMMENDATION

It is recommended that the Village Commission adopt the Ordinance on second reading, as presented, with the changes made following the Commission's discussion during the first reading on February 18, 2025.

BACKGROUND AND ANALYSIS

Description of Proposed Amendment

The purpose of an SAP is to encourage the assembly and master planning of parcels of a certain minimum land area. This process facilitates greater integration of improvements and infrastructure, enhances thoroughfare connectivity, promotes diverse building heights, massing, and streetscape designs, and ensures high quality design elements to further the intent of the Village Code.

Currently, only properties in the T-6 Urban Core Zone are eligible to apply for an SAP. The proposed amendment expands SAP petition eligibility to properties located within the RM-40 and RM-70 Zoning Districts, thereby allowing for a more comprehensive planning approach in these areas. The amendment aims to provide greater flexibility in development while maintaining the Village's commitment to thoughtful urban design and enhanced public benefits.

Background
On October 15, 2024, the Planning and Zoning Board reviewed a proposed amendment to Section 8.12, "Bonus Height," of the Unified Land Development Code ("ULDC"). The amendment sought to allow for additional height bonuses in exchange for public waterfront access, open space enhancements, and improvements to existing public parks, including enhanced access to the Island Walk.

On December 10, 2024, the Commission considered and approved the bonus height ordinance on first reading.

On January 21, 2025, the Commission second reading of the ordinance was deferred, and an alternative was proposed by Mayor Streitfeld. After discussion, the Commission directed Staff to prepare an amendment to the Special Area Plan ("SAP") procedures set forth in Chapter 15 of the ULDC as an alternative approach. The attached ordinance was drafted as a result of the Commission's January discussion.

On February 12, 2025, the Planning and Zoning Board heard the ordinance and voted 4-1 to send it to the Village Commission for first reading, with the following recommended changes:

1. Exclude the RM-40 zoning district from eligibility/applicability of the SAP provisions.
2. Increase the minimum land area requirement for SAPs in the RM-70 zoning district to 3.0 acres.
3. Increase the minimum Civic Space allocation requirement from seven percent (7%) to ten percent (10%).

At the February 18, 2025 meeting, the Commission was asked to consider taking one of the following actions:

(a) accept the ordinance as presented by staff;
(b) accept the PZB's recommendations, to be incorporated for second reading;
(c) make other/additional changes.

Following extensive discussion, the Commission on February 18, 2025 voted to move the ordinance to second reading, with the following changes:

1. **Exclude, as recommended by the PZP, the RM-40 zoning district from eligibility/applicability of the SAP provisions.**
2. **Keep the minimum land area requirement for SAPs in the RM-70 zoning district at the staff's recommended 1.75 acres.**
3. **Change the proposed SAP's minimum Civic Space allocation requirement back to the existing five percent (5%).**
4. **Eliminate language in the proposed ordinance regarding public waterfront open space. This, in order to maximize the Commission's flexibility to negotiate public contribution conditions with applicants for SAP approval.**

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

PERSONNEL IMPACT

None

ORDINANCE 2025-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, COMPREHENSIVELY AMENDING THE UNIFIED LAND DEVELOPMENT CODE TO MODIFY REGULATIONS RELATING TO SPECIAL AREA PLANS (SAPS); PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the North Bay Village ("Village") Unified Land Development Code ("ULDC") provides procedures for applying for and establishing a Special Area Plan ("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, flexible allocation of development capacity and height, excluding density on individual sites within a Special Area Plan may be allowed where the Village Commission determines the public benefit is served after considering the massing, scale, orientation, architectural design, materials, roof lines, and landscaping elements, as balanced against the public benefit provided by the project, which may include, but is not limited to, contribution of civic spaces in excess of requirements, and/or monetary contribution for public facilities, infrastructure improvements, property acquisition, operational enhancements, and other benefits afforded by the project; and

WHEREAS, the Village Commission has long recognized the enhancement of public access to the waterfront, including the provision of the Island Walk by waterfront properties; and

WHEREAS, in addition to waterfront public open space, the Village maintains public parks that serve open space and recreational needs of residents; and

WHEREAS, the Village Commission finds that there is a need for additional access points to the waterfront Island Walk, especially as it is constructed and expanded in connection with future projects, and that due to the price of waterfront land, achieving that need is costly and will divert needed funds from other critical Village projects; and

WHEREAS, the Village Commission further finds that there is a need to improve its existing parks, to enhance the user experience and provide additional recreational and open space amenities for its residents; and

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WHEREAS, the Village routinely amends the Code to improve the effective implementation of its land use goals, objectives, and policies; and

WHEREAS, the Village desires to amend the ULDC to comprehensively modify the procedures applicable to SAPs in order to 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, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, has reviewed this Ordinance and has recommended approval to the Mayor and the Village Commission; and

WHEREAS, having considered this Ordinance at duly noticed and held public hearings, the Village Commission finds this Ordinance is in the best interests of the Village.

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

Section 1. Recitals. That the foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Amending Chapter 3, "Definitions," of the Unified Land Development Code. That Chapter 3, "Definitions," of the Unified Land Development Code is hereby amended as set forth in Exhibit "A" attached hereto and incorporated herein.

Section 3. Amending Chapter 4, "Administration and Enforcement," of the Unified Land Development Code. That Chapter 4, "Administration and Enforcement," of the Unified Land Development Code is hereby amended as set forth in Exhibit "B" attached hereto and incorporated herein.

Section 4. Amending Chapter 5, "Permits and Development Approvals," of the Unified Land Development Code. That Chapter 5, "Permit and Development Approvals," of the Unified Land Development Code is hereby amended as set forth in Exhibit "C" attached hereto and incorporated herein.

Section 5. Amending Chapter 15, "Form-Based Code," of the Unified Land Development Code. That Chapter 15, "Form-Based Code," of the Unified Land Development Code is hereby amended as set forth in Exhibit "D" attached hereto and incorporated herein.

Section 6. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any

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reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, if being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any part.

Section 7. Codification. That it is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 8. Conflicts. All ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 9. Effective Date. This Ordinance shall become effective immediately upon passage and adoption by the Village Commission on second reading.

The foregoing Ordinance was offered by Commissioner Strout, who moved its adoption on final reading. This motion was seconded by Commissioner Streitfeld and upon being put to a vote, the vote was as follows:

PASSED on first reading this 18 day of , 2025.

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

_____
Rachel Streitfeld, Mayor

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND BENEFIT OF NORTH BAY VILLAGE ONLY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
Village Attorney

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First Reading:
Moved by Commissioner Acosta
Seconded by Vice Mayor Cuk

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	_____

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Exhibit "A"

CHAPTER 3, DEFINITIONS

* * *

Abutting. When referring to lots, parcels or property, it means next to and having some portion of a boundary that is coterminous with the parcel proposed for development. In the context of a Special Area Plan, abutting properties may include properties across a *Street* when their property lines would be shared if they extended to the centerline of the Street.

Accessory Building. A secondary Structure on a Lot or Parcel, subordinate to, and not forming an integral part of, the main or Principal Building, but pertaining to the use of the main building.

* * *

Childcare. As defined in *Day Care Nursery*.

Civic Space. In the context of a Special Area Plan, an outdoor area dedicated for public use. Civic Space includes, but is not limited to parks, squares, and plazas. Civic space types are defined by the combination of certain physical constants including the relationships among their intended use, size, landscaping and fronting buildings. Civic Space excludes the Island Walk.

* * *

SITES. A comprehensive program for designing, developing, and maintaining sustainable landscapes. The SITES certification program is based on a rating system that helps conserve, restore, and create the benefits provided by healthy ecosystems. SITES is administered by Green Business Certification Inc. (GBCI) and is a complement to the *US Green Building Council LEED* green building rating system.

Special Area Plan. A zoning process that grants property owners the ability to master plan 1.75 or more acres of land with greater design creativity and flexibility than standard zoning permits, typically including public improvements such as parks, pedestrian walkways, unique streetscapes and infrastructure upgrades. Also referred to as an "SAP".

* * *

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Exhibit "B"

CHAPTER 4, ADMINISTRATION AND ENFORCEMENT

* * *

§ 4.2 – General petition procedure.

A petition for a Variance, use exception, Warrant, Waiver, or supplement to these regulations, or for an amendment, change, or supplement to the Comprehensive Plan or District Boundary of the Zoning District Map or a Special Area Plan (SAP) shall be submitted to the Village Clerk by any person who owns the subject property or who has written permission of the present owner, public official, the Planning and Zoning Board, or by the Village Commission's own motion.

A. Petition procedures for Warrants and Waivers as defined in Section 15.4.B, to permit minor deviations to regulations within the T6 – Urban Core Zone, are found in Section 15.1.H.

B. Petition procedures for Administrative Adjustments from the regulations are found in Chapter 7.

C. Petition procedures for SAPs are found in Sections 4.16 and 4.19.

* * *

§ 4.4 – Public hearing, public notice, and adoption requirements and procedures.

* * *

2. All applications involving the following shall be considered at public hearings before the Planning and Zoning Board and the Village Commission:
    a. Amendment, change, or supplement to the Comprehensive Plan;
    b. Amendments to the Unified Land Development Code, including SAPs;
    c. Amendments to boundaries of the Zoning District Map, including SAPs;
    d. Variances;
    e. Use exceptions, site plans, and other applications for development approval; and
    f. Appeals of an administrative decision.

* * *

§ 4.16 Amendments in general.

A. General.

The Village Commission may, from time to time, after public hearings before the Planning and Zoning Board and the Village Commission, amend or change the text or maps contained in the Comprehensive Plan, the district boundaries of the Zoning District Map, or the regulations established herein. Such amendments or changes, including SAPs, shall be in general accord with sound principles of planning and zoning and with the purpose of these

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regulations.

B. *Process.*

1. Any person may apply to the Village to amend the Comprehensive Plan or this Unified Land Development Code.

2. When an application for an amendment is received, it shall be forwarded to the Planning and Zoning Board for its recommendation at least ten (10) days prior to the public hearing at which it will be heard.

3. The Planning and Zoning Official ~~will~~ shall prepare and forward a written staff analysis of the issues raised by the application ~~comments~~ to the Planning and Zoning Board prior to the hearing.

4. The Planning and Zoning Board shall review the proposed amendment, considering the written staff analysis, evidence, and testimony given at the public hearing, and make a recommendation which shall set forth its findings. The Board may include in its recommendation any modifications or conditions to the proposed amendment, and the reasons therefore.

5. The hearing by the Planning and Zoning Board on an amendment to the Comprehensive Plan shall be held as provided in *Sections 4.16(B)* or *4.16(C),* as applicable, and *4.16(D)* of this ULDC and in conformance with applicable state law.

~~5~~6. After the hearing, the application, staff report, supporting materials, and the recommendation of the Planning and Zoning Board ~~will~~ shall be transmitted to the Village Commission.

7. The Village Commission shall hold two readings of the proposed amendment, with the second reading conducted as the required public hearing to approve, approve with conditions, or deny the request.

* * *

§ 4.18 Amendments to the Unified Land Development Code.

* * *

B. Amendments rezoning property or substantially changing the uses permitted in zoning districts.

* * *

2. Procedures for rezonings associated with a Special Area Plan in the ~~RM-40 District,~~ RM-70 District~~,~~ or in the Urban Core (T6) Zone are set forth in ~~Chapter 15~~ Section 4.19.

* * *

§ 4.19 Special Area Plan (SAP).

A. Purpose. The purpose of a Special Area Plan is to allow for the coordinated planning of large parcels of land, enabling better integration of public infrastructure such as sidewalks, civic spaces, and parks; promoting connectivity between different areas of the development; providing greater flexibility in design elements, to allow for more creative and specialized building and streetscape aesthetics; and achieving higher quality development within the designated area, all while adhering to the overall vision and intent of the ULDC, the NBV100 Master Plan, and the Village's Comprehensive Plan.

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B. General.

1. The single or multiple owner(s) of Abutting properties in the T6 and~~,~~ RM-70~~, and RM-40~~ zoning districts may apply for an SAP approval, provided they meet the following minimum acreage requirement:

Zoning District	Minimum Land Area
T6	2.0 acres
RM-70	1.75 acres
~~RM-40~~	~~1.5 acres~~

2. SAPs shall be 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.

3. A Special Area Plan shall include a site plan, map of the proposed layout, circulation, view corridors, open space, dedications to the public, renderings, a landscape plan, and the standards that deviate from the requirements of this Code.

4. All regulations of the underlying Transect Zone and this Code that are not otherwise addressed by the SAP shall apply.

5. Where appropriate, 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.

6. A Special Area Plan shall assign at least ~~seven~~ five percent (~~7~~5%) of its aggregated *Lot Area* to a *Civic Space Type* in addition to the required Island Walk. 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. The only Civic Space Type that will be permitted in the ~~RM-40 and~~ RM-70 District~~s~~ is public park, and the developer and successor maintenance organization, will be responsible for ongoing maintenance of said park.

7. Development within the Special Area Plan shall be pursuant to a recorded development agreement that will establish the allocation of Civic Spaces, Thoroughfares, Height, and *Building* area among the Building sites.

8. Unless a Building is specifically approved as part of the Special Area Plan, any Building shall require a Special Area Plan Permit.

9. For T-6 properties, a parking management program that enables shared parking among public and private Uses shall be provided.

10. Flexible allocation of development capacity and *Height*, excluding *Density* on individual sites within the Special Area Plan may be allowed where the Village

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Commission determines the public benefit is served after considering the ~~so long as the capacity or Height distribution~~ ~~does not result in development that is incompatible with the surrounding area and appropriate transitions~~ ~~are provided~~. ~~In providing for this type of flexibility, the following, among other factors, shall be considered:~~ massing, scale, orientation, architectural design, materials, roof lines, and landscaping elements, as balanced against the public benefit provided by the project, which may include, but is not limited to, contribution of civic spaces in excess of requirements, and/or monetary contribution for public facilities, infrastructure improvements, property acquisition, operational enhancements, and other benefits afforded by the project. Under no circumstances shall a Special Area Plan allow for an increase in Density beyond the Density limits set forth in the comprehensive plan, inclusive of all applicable bonuses and any transferred density, where such are specifically provided for and only to the extent approved by the Village Commission.

C. Community Meeting.

Applicants seeking SAP approval shall host at least one (1) community meeting explain the development proposal and application, inform attendees about the application review process, respond to questions and concerns raised about the application, and propose ways to resolve conflicts and concerns.

a. The applicant shall schedule the community meeting at a time and place that is convenient and accessible to residents.

b. The applicant shall mail notice of the meeting to all property owners in the Village a minimum of ten (10) days in advance of the date fixed for the meeting.

c. The applicant shall post notice of the meeting on the land subject to the SAP application for a development permit at least ten (10) days before the date fixed for the meeting

d. Mailed and posted notice shall be in a form provided by the Village Clerk and shall state the time and place of the meeting and describe the general nature of the development proposal.

e. The community meeting shall be held at least ten (10) days prior to the date of the public hearing during which the Village Commission will review the SAP.

f. Village staff may attend the community meeting for the purpose of advising attendees about applicable provisions of this Code and the comprehensive plan but shall not serve as facilitators or become involved in discussions about the development proposal.

g. The applicant shall prepare a written summary of the meeting that includes a list of meeting attendees, a summary of attendee comments, issues discussed in connection with the SAP, and any other information the applicant deems appropriate. The meeting summary shall be included with the application materials and be made available to the public for inspection.

~~D. *Waterfront Open Space Considerations*~~

~~An application for Special Area Plan in RM-70 that seeks Height that exceeds 312 feet shall include a dedication or conveyance to the Village of waterfront public open space of at least 12,500 square feet (exclusive of the required Island Walk dedication outside of~~

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~~the view / public access corridor) adjoining both a public right-of-way and the Island Walk, and a public parks enhancement contribution for the improvement of Village parks. Such public open space shall be designed, developed, improved and insured by the applicant or the successor maintenance entity, at no cost to the Village, residents, or users of the waterfront open space. Dedication or conveyance, and opening of the completed open space to public use, shall occur on or before issuance of the first certificate of occupancy for any portion of the SAP. The details of the public open space configuration, maintenance and insurance obligations, and parks enhancement contribution shall be set forth in the development agreement for the Special Area Plan.~~

~~1. A public parks enhancement contribution made on or before the first building permit of $17,500 per lineal foot of bonus height over and above the bonus height permitted under Section 8.12.B.2, which contribution shall be offset by $115 per square foot of open space dedicated or conveyed pursuant to Section 8.12.B.3.a.~~

~~2. Development calculations, including but not limited to, density, lot area, and open space, for projects approved for the additional waterfront open space height bonus may include the area to be conveyed or dedicated.~~

~~3. Contributions of land, development or operation expenses, or public parks enhancement contributions made under this section shall not be credited against parks and recreation impact fees.~~

D~~E~~. Special Area Plan Permit.

All development within an approved Special Area Plan (SAP) shall be reviewed and approved through an SAP permit unless the project consists of only one phase of development and the Village Commission approves a site plan as part of the SAP with the specificity required of an SAP Permit. In addition, all other permits necessary to develop property within the project, such as *Warrants*, *Waivers*, *Variances*, and Exceptions, shall be approved consistent with the approved SAP and provisions of this Code, and subject to the equivalent fee to those established by this Chapter and the Village *Code of Ordinances*.

1. *Review and approval process.*
   a. The *Planning and Zoning Official* shall review each submitted application for an *SAP permit* for completeness within seven (7) business days of receipt. Upon verification by the Planning and Zoning Official, the application shall be reviewed for consistency with the approved SAP plan, design guidelines, development agreement, the North Bay Village Unified Land Development Code and *Comprehensive Plan*.
   b. Approvals shall be granted when the application is consistent with the SAP, design guidelines, development agreement, the North Bay Village Unified Land Development Code and Comprehensive Plan, as applicable. Conditional approvals shall be issued when the application requires conditions in order to be found consistent with the SAP, inclusive design guidelines, development agreement, the North Bay Village Unified Land Development Code and Comprehensive Plan, as applicable. Denials of applications shall be issued if, after conditions and safeguards have been considered, the application still is inconsistent with the SAP, design guidelines, development agreement, the North Bay Village Unified Land Development Code and Comprehensive Plan, as applicable. The decision of

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the *Planning and Zoning Official* shall include an explanation of the Code requirements for an appeal of the decision.

c. An *SAP Permit* shall be valid for a period of two (2) years during which time a building permit or Certificate of Use must be obtained. This excludes a demolition or landscape permit. A one (1) time extension, for a period not to exceed an additional year, may be obtained if approved administratively by the *Village Manager* upon written request by the Applicant and subject to the equivalent fee to those established by the Village Code.

2. Depending on the scope of the SAP permit application, the *Planning and Zoning Official* may request a coordinated development review of the application and may refer the application to the *Planning and Zoning Board* and *Village Commission* for review and approval.

3. *Appeal of an SAP Permit*

Appeal of the determination of the *Planning and Zoning Official* shall be in compliance with the procedures set forth in Chapter 4 – Administration and Enforcement, *Section 4.4*, and *Section 4.5*, of this Code.

4. *Modifications to a previously approved SAP Permit*

a. All applications for modifications of an approved SAP Permit shall be submitted in writing to the *Planning and Zoning Official* explaining the need for corrections and accompanied by any required fees established by the *Village* adopted *Fee Schedule*. Except for minor modifications, the permit may be amended only pursuant to the procedures and standards established for its original approval. The *Planning and Zoning Official* shall review criteria established in Village Unified Land Development Code to determine the degree of the modification.

b. Minor modifications shall be reviewed for compliance with the regulating plan, design guidelines, development agreement, the North Bay Village Unified Land Development Code and *Comprehensive Plan*, as applicable. If found to be in compliance, the *Planning and Zoning Official* shall grant the application for minor modification.

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Exhibit "C"

CHAPTER 5, PERMITS AND DEVELOPMENT APPROVALS

* * *

§ 5.2 - Development permit required.

No development allowed by this Code, including *Accessory Use* and temporary uses, shall be established, or changed, no *Structure* shall be erected, constructed, reconstructed, altered, or moved and no building used, occupied, or altered with respect to its use after the effective date of adoption of this Unified Land Development Code until there is on file in the *Village* an approved development order for said action. Nothing herein shall relieve any applicant of the additional responsibility of obtaining any permit(s) required by any applicable statute, ordinance, or regulation in compliance with all of the terms of this Unified Land Development Code or any other applicable laws.

~~A. *Special Area Plan Permit.*~~

~~All development within an approved sSpecial aArea pPlan (SAP) shall be reviewed and approved through an SAP permit. In addition, all other permits necessary to develop property within the project, such as *Warrants*, *Waivers*, *Variances*, and Exceptions, shall be approved consistent with the approved SAP and provisions of this Code, and subject to the equivalent fee to those established by this Chapter and the Village *Code of Ordinances*.~~

~~B. *Review and approval process.*~~

~~1. The *Planning and Zoning Official* shall review each submitted application for an *SAP permit* for completeness within seven (7) business days of receipt. Upon verification by the Planning and Zoning Official, the application shall be reviewed for consistency with the approved SAP plan, design guidelines, development agreement, the North Bay Village Unified Land Development Code and *Comprehensive Plan*.~~

~~a. Approvals shall be granted when the application is consistent with the SAP, design guidelines, development agreement, the North Bay Village Unified Land Development Code and Comprehensive Plan, as applicable. Conditional approvals shall be issued when the application requires conditions in order to be found consistent with the SAP, inclusive design guidelines, development agreement, the North Bay Village Unified Land Development Code and Comprehensive Plan, as applicable. Denials of applications shall be issued if, after conditions and safeguards have been considered, the application still is inconsistent with the SAP, design guidelines, development agreement, the North Bay Village Unified Land Development Code and Comprehensive Plan, as applicable. The decision of the *Planning and Zoning Official* shall include an explanation of the Code requirements for an appeal of the decision.~~

~~b. An *SAP Permit* shall be valid for a period of two (2) years during which time a building permit or Certificate of Use must be obtained. This excludes a demolition or landscape permit. A one (1) time extension, for a period not to exceed an additional year, may be obtained if approved administratively by the *Village Manager* upon written request by the Applicant and subject to the equivalent fee to those established by the Village Code.~~

~~2. Depending on the scope of the SAP permit application, the *Planning and Zoning Official* may request a coordinated development review of the application and may~~

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refer the application to the *Planning and Zoning Board* and *Village Commission* for review and approval.

C. *Appeal of an SAP Permit*

1. Appeal of the determination of the *Planning and Zoning Official* shall be in compliance with the procedures set forth in Chapter 4 – Administration and Enforcement, *Section 4.4*, and *Section 4.5*, of this Code.

D. *Modifications to a previously approved SAP Permit*

1. All applications for modifications of an approved SAP Permit shall be submitted in writing to the *Planning and Zoning Official* explaining the need for corrections and accompanied by any required fees established by the *Village* adopted *Fee Schedule*. Except for minor modifications, the permit may be amended only pursuant to the procedures and standards established for its original approval. The *Planning and Zoning Official* shall review criteria established in Village Unified Land Development Code to determine the degree of the modification.
2. Minor modifications shall be reviewed for compliance with the regulating plan, design guidelines, development agreement, the North Bay Village Unified Land Development Code and *Comprehensive Plan*, as applicable. If found to be in compliance, the *Planning and Zoning Official* shall grant the application for minor modification.

* * *

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Exhibit "D"

CHAPTER 15, FORM-BASED CODE

***

~~*G. Special Area Plan (SAP).*~~

~~The purpose of a Special Area Plan is to allow parcels of at least two (2) Abutting acres in size to be master planned so as to allow greater integration of public improvements and *Infrastructure*, to enable connectivity; to encourage a variety of *Building Heights*, massing, and to provide high quality design elements and greater flexibility so as to result in higher or specialized quality building and *Streetscape* design within the Special Area Plan, to further the intent of this Code expressed in *Section 15.1.*~~

~~5. General.~~

~~6. 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.~~

~~7. All regulations of the underlying Transect Zone and this Code that are not otherwise addressed by the SAP shall apply.~~

~~8. 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.~~

~~9. 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.~~

~~10. 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.~~

~~11. 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.~~

~~12. 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.*~~

~~13. A parking management program that enables shared parking among public and~~

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~~private Uses.~~

~~14. 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.~~

~~15. Special Area Plan Permit. See *Section 5.2 – Development Permit Required*.~~

***

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BUSINESS IMPACT ESTIMATE[1]

Meeting Date: March 18, 2025	Agenda Item No. 13.A

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, COMPREHENSIVELY AMENDING THE UNIFIED LAND DEVELOPMENT CODE TO MODIFY REGULATIONS RELATING TO SPECIAL AREA PLANS (SAPS); PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

The proposed amendment comprehensively modifies the procedures applicable to SAPs for the purpose of allowing greater flexibility in the allocation of development capacity and height within a SAP to incentivize and promote public waterfront access, to expand open space and to improve existing public parks in order to better address the recreational and open space needs of its residents.

SAPs allow the Village Commission to apply flexibility in the allocation of height and development capacity, after considering the massing, scale, orientation, architectural design, materials, roof lines, and landscaping elements, as balanced against the public benefit provided by the project, which may include, but is not limited to, contribution of civic spaces in excess of requirements, and/or monetary contribution for public facilities, infrastructure improvements, property acquisition, operational enhancements, and other benefits afforded by the project. The SAP process is beneficial to owners of properties of larger properties by allowing them to plan for their development in a comprehensive, coherent, cohesive manner, with greater design flexibility.

Only projects where the property meets a certain land area, in certain zoning districts, qualify to be reviewed as a Special Area Plan.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs: None. The SAP is an existing elective process and therefore does not compel compliance on any business, except those who qualify for and choose to avail themselves of this process.
b. New Charges/Fees on Businesses Impacted: No new fees will be established.
c. Estimate of Regulatory Costs: There are no additional regulatory costs anticipated by the adoption of the ordinance.

Good Faith Estimate of Number of Businesses Likely Impacted

The SAP is a discretionary process and does not impact businesses directly. On the other hand, the ordinance seeks to expand the applicability of the benefits of the current SAP provisions to include potentially qualifying properties in the RM-70 zoning district, where before the SAP process only applied to qualifying properties in the T6 zoning district. It is not possible to estimate the number of sites that could end up qualifying as a result of future land assembly efforts.

Any Additional Information:

SAPs 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.

[1] Business Impact Estimate, to be amended on October 1, 2024, does not apply to the following:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement;
7. Ordinances enacted to implement the following:
    a. Part II of Chapter 163, F.S.;
    b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
    c. Sec. 553.73, F.S. (Fla. Building Code);
    d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).

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 MARCH 18, 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, COMPREHENSIVELY AMENDING THE UNIFIED LAND DEVELOPMENT CODE TO MODIFY REGULATIONS RELATING TO SPECIAL AREA PLANS (SAPS); PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 9.22, "SYNTHETIC TURF," OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), TO MODIFY THE STANDARDS FOR DESIGN, PERMITTING AND INSTALLATION OF SYNTHETIC TURF; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; 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 ANTHONY MARLOWE FOR PROPERTY LOCATED AT 1460 SOUTH TREASURE DRIVE (FOLIO NO. 23-3209-009-0270) TO PERMIT THE INSTALLATION OF SYNTHETIC TURF WITH A PILE HEIGHT OF 1.5 INCHES IN 100% OF THE PLANTABLE AREA OF THE FRONT, SIDE AND REAR YARDS, WHERE THE ULDC REQUIRES A MINIMUM PILE HEIGHT OF 1.75 INCHES AND RESTRICTS INSTALLATION TO NO MORE THAN 20 PERCENT OF ANY YARD; 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:** 859 0693 9576 **PASSCODE:** 704653
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

Notice of Public Meeting - Regular Commission Meeting

North Bay Village | Publish Date: Feb 27, 2025

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON MARCH 18, 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, COMPREHENSIVELY AMENDING THE UNIFIED LAND DEVELOPMENT CODE TO MODIFY REGULATIONS RELATING TO SPECIAL AREA PLANS (SAPS); PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE. AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 9.22, "SYNTHETIC TURF," OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), TO MODIFY THE STANDARDS FOR DESIGN, PERMITTING AND INSTALLATION OF SYNTHETIC TURF; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; 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 ANTHONY MARLOWE FOR PROPERTY LOCATED AT 1460 SOUTH TREASURE DRIVE (FOLIO NO. 23-3209-009-0270) TO PERMIT THE INSTALLATION OF SYNTHETIC TURF WITH A PILE HEIGHT OF 1.5 INCHES IN 100% OF THE PLANTABLE AREA OF THE FRONT, SIDE AND REAR YARDS, WHERE THE ULDC REQUIRES A MINIMUM PILE HEIGHT OF 1.75 INCHES AND RESTRICTS INSTALLATION TO NO MORE THAN 20 PERCENT OF ANY YARD; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

ITEM NO. 13.B

North Bay Village
Recommendation Memorandum

DATE: March 18, 2025

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

FROM: Silvia Vargas, Village Planner

SPONSORED BY: N/A

SUBJECT: **AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 9.22, "SYNTHETIC TURF," OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), TO MODIFY THE STANDARDS FOR DESIGN, PERMITTING AND INSTALLATION OF SYNTHETIC TURF; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON (VILLAGE PLANNER SILVIA E. VARGAS, FAICP)**

RECOMMENDATION

It is recommended that the Village Commission adopt the proposed Ordinance on second reading, as presented.

BACKGROUND AND ANALYSIS

Background

On March 9, 2021, the Village Commission adopted Ordinance No. 2021-007, which introduced resilience and sustainability provisions into the Village's Unified Land Development Code (ULDC) and Code of Ordinances. Ordinance No. 2021-007 encompassed a wide range of topics, including, but not limited to green building, freeboard, vegetable gardens, tree preservation, electric vehicles, and adaptation of parking garages.

Another issue that Ordinance No. 2021-007 addressed was the use of synthetic turf. Increasing numbers of property owners have been electing to use this type of ground cover in their landscape plans, as an alternative to, or a substitute for, natural grass. Synthetic turf is durable, low-maintenance, weather resistant, and can help lower water consumption due to irrigation. However, it can also increase urban heat island effect; cause heat-related illnesses; contribute to micro-plastic pollution; and adversely impact stormwater management if not properly designed or installed.

Ordinance No. 2021-007 introduced a requirement for permitting and minimum standards for, and limitations on, the design, installation and maintenance of synthetic turf applications, all

with the aim of minimizing those potential detrimental outcomes described above. The adopted provisions were largely tailored to the Village from those of other South Florida municipalities.

Analysis
In the years since the synthetic turf regulations were adopted, some challenges have been experienced in the implementation of the Village's regulations, in particular:

1. A general lack of public awareness of the local synthetic turf regulations, especially the permitting requirements, leading to unpermitted installations which often do not meet the adopted standards; and
2. An incremental recognition that the current application cap (set at 20% of the plantable area of the entire yard) may be too limiting compared to those of other communities.

While the first issue may be addressed by the Village through an outreach campaign informing property owners, contractors, and others, of the local requirements and regulations, the second one requires consideration of a text amendment.

At a recent meeting, the Commission gave direction for Staff to initiate the text amendment process. Since then, Staff has researched current best practices on the regulation of artificial turf, which have evolved since the adoption of the current standards in 2021. Staff has also compiled new exemplars/models from a broader range of communities throughout Miami-Dade County.

Regarding standards for maximum allowance of synthetic turf installation, the communities researched vary widely. Most limit the location of synthetic turf to the rear yard of properties. Miami Shores allows up to 30% of a rear yard to be synthetic turf, not to exceed 600 square feet. Key Biscayne prohibits artificial turf in the front yard or in a side yard if the turf may be visible from a street, but does not limit the amount of material that can be installed. The City of Coral Gables similarly restricts installation of artificial turf to the rear yard of a property (except in situations where site conditions limit landscape options) but not the maximum area of installation, except for required buffers. In the City of Miami Beach, synthetic turf is allowed to count toward up to 50% of the required lawn area of a rear yard.

In North Bay Village, for the past 3 years, the existing regulations have allowed installation of synthetic turf on any yard, provided that the surface area of the synthetic turf does not exceed 20% of the plantable area of the yard, and the installation is combined with areas of living plant material. Following direction from the Commission, staff presented a higher percentage (50%) of installation area for consideration by the Planning and Zoning Board. The Board made two major changes to the ordinance proposed by Staff:

1. Prohibit the use of synthetic turf in the front yard and the swale areas.
2. Allow the use of synthetic turf in the side or rear yards up to 100% of the plantable area of the yard.

The Board did approve Staff's proposed reorganization of the Synthetic Turf section for increased legibility and clarity. The amended section (included as Exhibit A to the Ordinance) starts with the minimum requirements, followed by the permitting requirements, exemptions, design standards, installation standards, and maintenance standards.

Some other changes proposed by Staff include:

- A definition of the term "plantable area" is introduced.
- Permeability of the material, backing and base are emphasized.

On January 28, 2025, the Sustainability and Resilience Task Force reviewed the proposed ordinance and suggested two changes:

1. To increase the proposed natural perimeter buffer area width requirement from 2-1/2 feet to 4 feet; and
2. To cap the synthetic turf pile fiber height at 1.5 inches, instead of the current 2.5 inches.

These two changes have been incorporated into Exhibit A and are shown in yellow highlight. (The changes proposed by the Planning and Zoning Board are identified in teal).

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
N/A

ATTACHMENTS
Ordinance Amending Sec. 9.22_Synthetic Turf_1st reading.docx
Exhibit A - Sec 9.22 Synthetic Turf .docx
BIES - Synthetic Turf .pdf
Notice of Public Notice - MDC Legal Ads.pdf

ORDINANCE NO. 2025-___

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 9.22, "SYNTHETIC TURF," OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), TO MODIFY THE STANDARDS FOR DESIGN, PERMITTING AND INSTALLATION OF SYNTHETIC TURF; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") has adopted a Unified Land Development Code (the "ULDC") to promote the health, safety, order, convenience, comfort, and general welfare of the public, and to promote and preserve the character and ecological quality of the Village as articulated in the Village's Comprehensive Plan; and

WHEREAS, the Village Commission desires to modify the existing standards for synthetic turf to add clarity and increase flexibility for property owners who wish to use or add synthetic turf to their properties as part of a landscape design; and

WHEREAS, the Village Commission additionally seeks to promote sound landscaping and stormwater management principles by ensuring that the installation and maintenance of synthetic turf systems is performed appropriately and to a high standard of quality; and

WHEREAS, on November 14, 2024, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, reviewed this Ordinance and recommended approval, with certain modifications; and

WHEREAS, the changes provided herein are consistent with the Village's Comprehensive Plan and the Florida Community Planning Act; and

WHEREAS, this Ordinance was duly noticed and presented to the Village Commission in two readings, with second reading conducted as the required public hearing on_____, 202_; and

WHEREAS, the Mayor and Commission find that this Ordinance is in the best interest of the public health, safety, and welfare of the Village's residents and visitors.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending and Updating the ULDC. That the ULDC of North Bay Village is hereby revised to read as set forth in Exhibit "A," attached hereto and incorporated herein.

Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 5. Codification. That it is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 6. Effective Date. That this Ordinance shall become effective immediately upon adoption on second reading.

PASSED on first reading on the ___ day of _____, 2024.

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 Richard Chervony ___
Commissioner Andrew Rotondaro ___
Commissioner Doris Acosta ___

Exhibit A[1]

Attached

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

§ 9.22 – Synthetic turf.

Synthetic Turf may be permitted on all properties ~~used for residential, mixed-use, or commercial purposes,~~ subject to the requirements and procedures set forth in this Section. Use of natural alternatives to lawn grass, such as approved ground cover plants or gravel gardens is encouraged. Synthetic turf shall not count toward meeting the minimum green space required in any zoning district.

A. *Minimum requirements.* All installations of artificial turf shall comply with the following requirements:

1. Locations not allowed:

a. *Front Yard*: Synthetic turf is prohibited in the *Front Yard* of any property, except when used in the open joints of pavement in driveways or walkways. In such instances, the maximum joint width shall not exceed four inches (4"), and the total area of synthetic turf shall not exceed 20% of the area of the *Front Yard.* When proposed in open joints of pavement, a hardscape curb or border shall be provided to separate the area of synthetic turf from other landscaping.

b. Public *Right of Way* or Swales: Synthetic turf is not allowed within the swale or any other area of the public *Right of Way* located in front of, and adjacent to, a private property.

2. Locations allowed:

a. *Side* and *Rear Yards*: Synthetic turf shall be allowed to be installed in up to 100% of the plantable area of the *Side* and *Rear Yards,* except for required areas of living plant material and/or buffers, as described below. For purposes of this section, plantable area shall mean that area of the *Yard*, at ground level, where plant material can be planted, such as lawns and garden beds.

3. Turf shall not be permitted within a buffer area four feet (4') wide, measured from a property lot line. The buffer area shall be landscaped with living plant material.

4. Living plant material shall include a combination of shrubs, vines, trees, or groundcovers in separate planter areas and/or tree wells.

5. Synthetic turf shall be separated from planter areas and tree wells by a concrete mow strip, bender board or other barrier with a minimum three-eighths inch (3/8") thickness to prevent the intrusion of living plant material into the synthetic turf.

6. Irrigation systems proximate to the synthetic turf shall be capped, directed, or otherwise treated so that no irrigation is consumed watering the synthetic turf.

B. *Permitting:* Uses of synthetic turf shall require the issuance of a building permit. The building permit application shall include, at a minimum, all the following information:

1. A landscape plan showing, at minimum, the area of synthetic turf, area of living plant material, and area and method of separation between these areas.

2. Details regarding existing or proposed irrigation proximate to the synthetic turf.

Text highlighted in teal reflects recommendations by the Planning and Zoning Board.
Text highlighted in yellow reflects recommendations by the Sustainability and Resilience Task Force (1/28/25)

3. Brand and type of synthetic turf, including all manufacturer specifications and warranties. Specifications and details shall include percolation rates.

4. A scaled cross section and details of the proposed materials and installation, including but not limited to subgrade, drainage, base or leveling layer, and infill.

5. A recent survey of the property, which shall be less than two years old for single family residential properties and less than three years old for all other properties, signed and sealed by a licensed surveyor, accurately depicting all existing conditions, including easements located on the property.

C. *Design standards.* Synthetic turf shall comply with all of the following design standards ~~and shall~~:

1. Simulate the appearance of live turf, organic turf, grass, sod or lawn, with individual blades that are green and lifelike, as determined by the *Public Works Director* or designee~~, and the *Village Manager* or designee~~, and shall have a minimum eight-year "no fade" warranty.

2. Be of a type known as cut pile infill with pile fibers not to exceed 1.5 inches in height ~~of 1.75 inches and a maximum height of 2.5 inches~~.

3. Have a minimum face weight of 75 ounces per square yard.

4. Be manufactured from polyethylene monofilament, dual yarn system, and manufactured in the United States.

5. Have backing that is permeable. The permeability of synthetic turf material shall be equal to or greater than that of natural grass, allowing water to percolate through the synthetic turf at a drain rate of at least fifteen inches (15") per hour. Synthetic turf shall be considered as 100 percent pervious area if it meets this requirement.

6. Be lead free and flame retardant.

7. Be constructed to maximize dimensional stability and resist damage during normal use.

8. Be resistant to staining, weather, insects, rot, mildew and fungus growth, and shall be non-allergenic and nontoxic. ~~Shall not exceed more than 20% of the plantable area of a *Yard*.~~

~~B~~E. *Installation.* Synthetic turf shall comply with all of the following installation standards ~~and shall~~:

1. Be installed by a Florida-licensed general contractor or Florida-licensed landscape architect in a manner prescribed by the manufacturer.

2. Be installed over a subgrade prepared to provide positive drainage and an evenly graded mass of porous crushed rock aggregate material that is a minimum of three (3) inches in depth.

3. Be anchored at all edges and seams.

4. Not have visible seams between multiple panels.

5. Have seams that are joined in a tight and secure manner.

6. Have an infill medium consisting of clean silica sand or other mixture, pursuant to the manufacturer's specifications or as approved by the *Public Works Director* or designee, that shall:
   a. Be brushed into the fibers to ensure that the fibers remain in an upright position;
   b. Provide ballast that will help hold the turf in place; and
   c. Provide a cushioning effect.

7. Be installed to allow for the free movement and drainage of water through the synthetic turf system to prevent runoff, pooling, and flooding.

8. Not be installed within permanent drainage features (e.g., ponds, rain gardens, bioswales, catchment systems, swales), except as provided for in this section, etc.

9. Not be installed in green wall, green roof, and similar types of applications for the purpose of achieving points to meet Green Building Program requirements.

~~C. Synthetic turf shall comply with all the following additional standards:~~

~~1. Areas of living plant material shall be installed and/or maintained in conjunction with the installation of synthetic turf when utilized in the *Front Yard Area*. Living plant material shall include a combination of two or more shrubs, vines, trees, or groundcovers in separate planter areas and/or tree wells.~~

~~2. Synthetic turf shall be separated from planter areas and tree wells by a concrete mow strip, bender board or other barrier with a minimum three-eighths-inch thickness to prevent the intrusion of living plant material into the synthetic turf.~~

~~3. Irrigation systems proximate to the synthetic turf shall be capped, directed, or otherwise treated so that no irrigation affects the synthetic turf.~~

~~D~~F. *Maintenance.* Synthetic turf shall comply with all of the following maintenance standards ~~and shall~~:

1. Be maintained in an attractive and clean condition, and shall not contain holes, tears, stains, discoloration, seam separations, uplifted surfaces or edges, heat degradation or excessive wear.

2. Be maintained in a green fadeless condition and free of weeds, debris, and impressions.

~~E. All uses of synthetic turf shall require a building permit. The building permit application shall include, at a minimum, all the following information: I~~

~~1. A complete landscape plan showing the area of synthetic turf, area of living plant material, and area and method of separation between these areas.~~

~~2. Details regarding existing or proposed irrigation proximate to the synthetic turf.~~

~~3. Brand and type of synthetic turf, including all manufacturer specifications and warranties.~~

4. A scaled cross section and details of the proposed materials and installation, including but not limited to subgrade, drainage, base or leveling layer, and infill.

5. A survey of the property, signed and sealed by a licensed surveyor, depicting all existing easements located on the property.

6. A form signed by any holder of an easement or right-of-way on the property consenting to the installation of the synthetic turf within the *Easement* or *Rights-of-Way*, with an accompanying acknowledgement by the property owner that in the event the easement holder performs work in the easement that it is the property owner's responsibility to repair and replace the synthetic turf disturbed as a result of the work in the easement.

F. Synthetic turf proposed within a public right-of-way, shall only be installed upon the authorization of the *Public Works Director* and the *Village Manager*.

BUSINESS IMPACT ESTIMATE[1]

Meeting Date: March 18, 2025	Agenda Item No. 13.B

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 9.22, "SYNTHETIC TURF," OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), TO MODIFY THE STANDARDS FOR DESIGN, PERMITTING AND INSTALLATION OF SYNTHETIC TURF; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

The dual purposes of the proposed ordinance are: (a) to modify existing standards for synthetic turf to add clarity and flexibility to existing standards that regulate the use of synthetic turf as part of a landscape design; and (b) to promote sound landscaping and stormwater management principles by ensuring that the installation and maintenance of synthetic turf systems is performed appropriately and to a high standard of quality.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs: N/A. The use of synthetic turf as a complement to or replacement for grass lawns in landscape design is a choice allowed, not a requirement. In addition, regulations for this use already exist in the code, including permitting requirements.

b. New Charges/Fees on Businesses Impacted: N/A. See above.

c. Estimate of Regulatory Costs: N/A. See above.

Good Faith Estimate of Number of Businesses Likely Impacted

N/A. See above.

Any Additional Information:

None.

[1] Business Impact Estimate, to be amended on October 1, 2024, does not apply to the following:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement;
7. Ordinances enacted to implement the following:
    a. Part II of Chapter 163, F.S.;
    b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
    c. Sec. 553.73, F.S. (Fla. Building Code);
    d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).

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 MARCH 18, 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, COMPREHENSIVELY AMENDING THE UNIFIED LAND DEVELOPMENT CODE TO MODIFY REGULATIONS RELATING TO SPECIAL AREA PLANS (SAPS); PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 9.22, "SYNTHETIC TURF," OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), TO MODIFY THE STANDARDS FOR DESIGN, PERMITTING AND INSTALLATION OF SYNTHETIC TURF; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; 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 ANTHONY MARLOWE FOR PROPERTY LOCATED AT 1460 SOUTH TREASURE DRIVE (FOLIO NO. 23-3209-009-0270) TO PERMIT THE INSTALLATION OF SYNTHETIC TURF WITH A PILE HEIGHT OF 1.5 INCHES IN 100% OF THE PLANTABLE AREA OF THE FRONT, SIDE AND REAR YARDS, WHERE THE ULDC REQUIRES A MINIMUM PILE HEIGHT OF 1.75 INCHES AND RESTRICTS INSTALLATION TO NO MORE THAN 20 PERCENT OF ANY YARD; 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:** 859 0693 9576 **PASSCODE:** 704653
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

Notice of Public Meeting - Regular Commission Meeting

North Bay Village | Publish Date: Feb 27, 2025

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON MARCH 18, 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, COMPREHENSIVELY AMENDING THE UNIFIED LAND DEVELOPMENT CODE TO MODIFY REGULATIONS RELATING TO SPECIAL AREA PLANS (SAPS); PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE. AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 9.22, "SYNTHETIC TURF," OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), TO MODIFY THE STANDARDS FOR DESIGN, PERMITTING AND INSTALLATION OF SYNTHETIC TURF; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; 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 ANTHONY MARLOWE FOR PROPERTY LOCATED AT 1460 SOUTH TREASURE DRIVE (FOLIO NO. 23-3209-009-0270) TO PERMIT THE INSTALLATION OF SYNTHETIC TURF WITH A PILE HEIGHT OF 1.5 INCHES IN 100% OF THE PLANTABLE AREA OF THE FRONT, SIDE AND REAR YARDS, WHERE THE ULDC REQUIRES A MINIMUM PILE HEIGHT OF 1.75 INCHES AND RESTRICTS INSTALLATION TO NO MORE THAN 20 PERCENT OF ANY YARD; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

ITEM NO. 14.A

North Bay Village
Recommendation Memorandum

DATE: March 18, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Commissioner Richard Chervony

SUBJECT: Discussion and Direction on the Issuance of a Request for Proposals (RFP) Relating to Transferable Density Rights - Sponsored by Commissioner Richard Chervony

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RECOMMENDATION

BACKGROUND AND ANALYSIS

The Village maintains a program for the transfer of density rights ("TDRs") pursuant to Section 8.13 of the Village's Uniform Land Development Code ("ULDC") and Policy 2.1.13 of the Village's Comprehensive Plan. The Program previously awarded TDRs on a first-come, first-serve basis, as site plans for projects relying on TDRs were approved. The Program provided that payment for TDRs awarded through the site plan process is made through a payment of 50% of the required Community Contribution Fee within 90 days of site plan approval, and the remaining 50% of the Community Contribution Fee on or before the time of building permit.

The time that site plans are valid before requiring that a building permit be obtained, both under the ULDC and as may be extended pursuant to state law, resulted in the de facto banking of TDRs that have not been fully paid for. The Village has 24 TDRs that have not been committed to specific approved site plans under the Program, and the Village's Comprehensive Plan does limit eligible receiving sites but does not discriminate between receiving sites based on where they are located.

On June 11, 2024, the Village amended the Program to provide for one or more competitive processes to enable the transfer of uncommitted TDRs on an accelerated basis and pursuant to an accelerated payment schedule through a Request for Proposals (RFP) process. Should the Village Commission directive be to move forward with the RFP, bidders would be required to commit a minimum of $90,000 per non-waterfront and $100,000 per waterfront TDRs but could offer more for each and/or offer additional public benefits, to be determined by the bidders.

Staff is seeking direction from the Village Commission regarding the issuance of an RFP for the remaining 24 TDRs.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ITEM NO. 14.B

North Bay Village
Recommendation Memorandum

DATE: March 18, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Commissioner Richard Chervony

SUBJECT: Discussion on the Shoma North Bay Village, LLC Development Agreement - Sponsored by Commissioner Richard Chervony

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RECOMMENDATION

BACKGROUND AND ANALYSIS

At the February 18, 2025 Village Commission meeting, the Village Commission directed that a discussion item be added to the March 2025 regular Commission meeting to discuss the Shoma North Bay Village, LLC Development Agreement.

Background

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.

On February 21, 2025, the Village sent 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.

The Development Agreement provided for a 50% reduction in Community Contribution Fees and Workforce Housing Contributions, provided they obtained their shell building permit and commenced vertical construction on or before November 16, 2024. However, as of today, they have not yet obtained a shell permit and commenced vertical construction, so they did not meet that obligation by November 16, 2024. The consequence is that they have lost out on the 50% reduction.

The following is a summary of the amount owed by the property owner for the building permit:
* Village Hall Contribution : $ 400,000
* Community Contribution Fees: $ 1,370,000
* Workforce Housing Balance : $ 3,807,000
* Impact Fee Balance: $ 1,699,410.81
Total amount due: $ 7,276,410.81

Section 13 of the Development Agreement 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."

The recorded Development Agreement is attached for the Commission's review and discussion.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
1850-1872 Kennedy Causeway - Development Agreement.pdf
Notice of Default to Shoma NBV 1872 79th Street Causeway.PDF

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

CIRCUIT AND COUNTY COURTS CLERK IN GOD WE TRUST MIAMI-DADE COUNTY, FLORIDA

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.

CIRCUIT AND COUNTY COURTS
CLERK
MIAMI-DADE COUNTY, FLORIDA

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

CIRCUIT & COUNTY COURTS
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MIAMI-DADE COUNTY, FLORIDA

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.

CIRCUIT AND COUNTY COURTS CLERK IN GOD WE TRUST MIAMI-DADE COUNTY, FLORIDA

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

CIRCUIT AND COUNTY COURTS CLERK IN GOD WE TRUST MIAMI-DADE COUNTY, FLORIDA

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

CIRCUIT AND COUNTY COURTS CLERK IN GOD WE TRUST MIAMI-DADE COUNTY FLORIDA

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.

CIRCUIT AND COUNTY COURTS CLERK MIAMI-DADE COUNTY

- 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;

CIRCUIT AND COUNTY COURTS CLERK MIAMI-DADE COUNTY, FLORIDA

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

CIRCUIT & COUNTY COURTS CLERK MIAMI-DADE COUNTY, FLORIDA

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

CIRCUIT AND COUNTY COURTS
CLERK

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

CIRCUIT AND COUNTY COURTS CLERK IN GOD WE TRUST MIAMI-DADE COUNTY FLORIDA

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.

CIRCUIT AND COUNTY COURTS
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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MIAMI-DADE COUNTY, FLORIDA

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

CIRCUIT AND COUNTY COURTS CLERK IN GOD WE TRUST MIAMI-DADE COUNTY, FLORIDA

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

CIRCUIT AND COUNTY COURTS CLERK IN GOD WE TRUST MIAMI-DADE COUNTY, FLORIDA

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

CIRCUIT AND COUNTY COURTS
CLERK
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MIAMI-DADE COUNTY, FLORIDA

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

CIRCUIT AND COUNTY COURTS
CLERK
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MIAMI-DADE COUNTY, FLORIDA

(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

CIRCUIT AND COUNTY COURTS
IN GOD WE TRUST
MIAMI-DADE COUNTY, FLORIDA

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.

CIRCUIT AND COUNTY COURTS
CLERK
IN GOD WE TRUST
MIAMI-DADE COUNTY, FLORIDA

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.

CIRCUIT AND COUNTY COURTS
CLERK
IN GOD WE TRUST
MIAMI-DADE COUNTY, FLORIDA

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.

CIRCUIT AND COUNTY COURTS
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:

CIRCUIT AND COUNTY COURTS
MIAMI-DADE COUNTY, FLORIDA

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 48°08'54" FOR AN ARC DISTANCE OF 546.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 16°43'50" FOR AN ARC DISTANCE OF 189.84 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE; THENCE S 01°7'08" E ALONG SAID RIGHT-OF-WAY LINE FOR 220.83 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 853.98 FEET, AND FROM WHICH A RADIAL LINE BEARS N 21°26'37" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 185.52 FEET THROUGH A CENTRAL ANGLE OF 12°26'49"; THENCE N 01°37'08" W ALONG A LINE PARALLEL TO AND 180.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE FOR 205.71 FEET TO THE POINT OF BEGINNING; LESS THE AREA BOUNDED BY THE SOUTH RIGHT-OF-WAY LINE OF 79th STREET CAUSEWAY, BOUNDED BY THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE, AND BOUNDED BY A 25 FOOT RADIUS ARC, CONCAVE SOUTHWESTERLY AND BEING TANGENT TO THE LAST TWO DESCRIBED LINES.

LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT "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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MIAMI-DADE COUNTY, FLORIDA

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;

CIRCUIT & COUNTY COURTS
IN GOD WE TRUST
MIAMI-DADE COUNTY, FLORIDA

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

CIRCUIT AND COUNTY COURTS CLERK IN GOD WE TRUST MIAMI-DADE COUNTY, FLORIDA

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

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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

OR Bk 32362 Pg 2135
LAST PAGE

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

ITEM NO. 14.C

North Bay Village
Recommendation Memorandum

DATE: March 18, 2025

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

FROM: Gabriella Russitano, Legislative Aide

SPONSORED BY: Commissioner Andy Daro

SUBJECT: Discussion on Code Update for RM-40 Zoning District Regulations - Sponsored by Commissioner Andy Daro

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RECOMMENDATION

BACKGROUND AND ANALYSIS

As part of the ongoing NBV100 Code Update effort, the Village previously held a public workshop to discuss changes related to the RM-70 zoning district. To continue this process and ensure transparency and public engagement, Commissioner Daro is proposing a similar workshop focused on the RM-40 zoning district.

The RM-40 workshop will provide an opportunity for residents, property owners, and stakeholders to review and discuss proposed changes, ask questions, and provide feedback. This session will help inform the decision-making process and guide potential amendments to the zoning code. To facilitate this effort, staff recommends that the Village Planner develop a timeline and outline the necessary steps for review, public input, and adoption of any updates to RM-40 regulations. This structured approach will ensure clarity on the process and allow for meaningful participation from the community.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONE

PERSONNEL IMPACT

NONE

ITEM NO. 14.D

North Bay Village
Recommendation Memorandum

DATE: March 18, 2025

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

FROM: Gabriella Russitano, Legislative Aide

SPONSORED BY: Commissioner Doris Acosta

SUBJECT: Discussion and Update on the Vogel Park Paddle and Kayak Launch – Sponsored by Commissioner Doris Acosta

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Commissioner Doris Acosta, Village Manager Frank Rollason, and Project Manager Carlos Llamas recently conducted a site visit to the kayak launch to assess potential improvements for safety and environmental protection. The visit aimed to identify measures that would enhance security, improve usability, and ensure compliance with environmental regulations.

See attached recommendations.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONE

PERSONNEL IMPACT

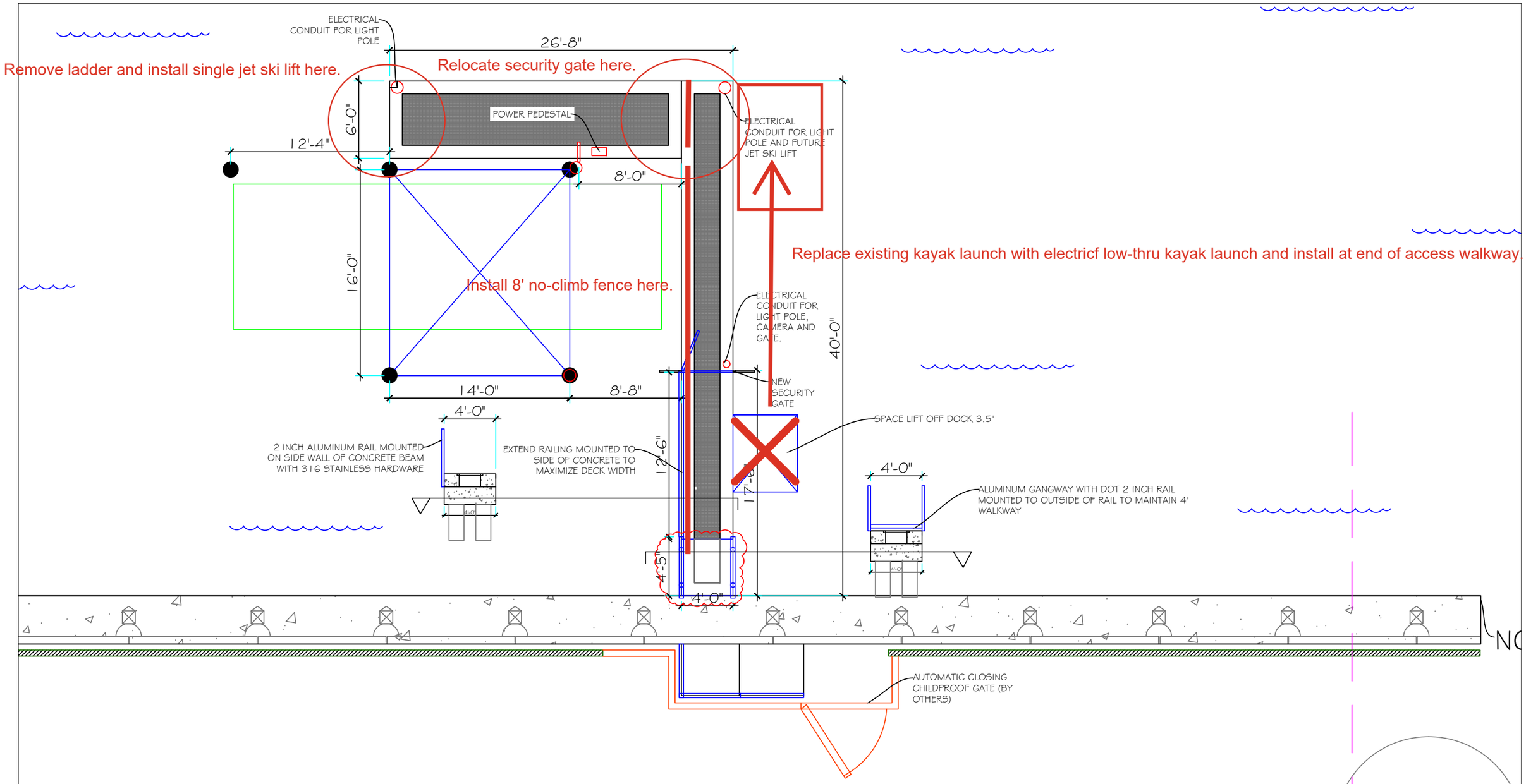
NONE

ATTACHMENTS

Kayak Launch Improvements.pdf
Vogel Proposed Changes.pdf

Analysis:
Following the site assessment, several key improvements were proposed:

1. **Security Enhancements:** A large fence will be installed to secure the area and prevent unauthorized access to the Police Department's Boat. Additionally, a gated barrier will be placed to restrict access to the police boat docking area.
2. **Environmental Protection:** The current launch will be removed and replaced with polyethylene material designed to protect seagrass while maintaining accessibility.
3. **User-Friendly Features:** A platform-style design will be incorporated to enhance ease of use and accessibility. An electric mechanism will be installed to facilitate kayak launching, allowing users to lower and raise the equipment as needed.



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ITEM NO. 14.E

North Bay Village
Recommendation Memorandum

DATE: March 18, 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 and Status Update on the Island Walk - Sponsored by Commissioner Andy Daro

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Commissioner Daro seeks to engage in a discussion with the Village Commission regarding Island Walk.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ATTACHMENTS

Island Walk Plan.pdf

Secured Properties
Properties with closed access
Properties with no walk but discussing
Opened
On Way to Complicance
No Substantive Progress Until Meeting
MODA
Ritz Carlton
Adagio
Cielo on the Bay
Eloquence on the Bay
Pagani
Space 01
Blue Bay
Islander Club
Vogel Park
7918
360 Condominiums
Civic Park
Village Hall
Sunbeam Special Area Plan
Bayview
Benihana
NY Developer
Continuum
Kennedy House
Bridgewater

ITEM NO. 14.F

North Bay Village
Recommendation Memorandum

DATE: March 18, 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 and Direction on the New Village Hall Feasibility of an Additional Floor - Village Manager Frank Rollason

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Village Manager Rollason is seeking direction from the Village Commission on how to proceed with the future design of the new Village Hall, the following design options are being presented for the Commission consideration:

1. Adding a floor to create only the extra space shell, estimated at a cost of $10 million plus the 4-month project design delay up to 8 months (Breaking ground March-April 2026) when you consider processing a new set of plans.

2. Making the rooftop accessible for use as an event space raises the estimated cost to $14 million plus an additional 6 months for design and plans processing – estimated ground-breaking August – September 2026.

The WJ Architects Design Team will provide detailed information and address any questions regarding the proposed design changes. Additionally, a representative from the Miami-Dade Fire Rescue Department will present the potential impacts on their operations based on the options selected by the Commission.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ITEM NO. 14.G

North Bay Village
Recommendation Memorandum

DATE: March 18, 2025

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

FROM: Gabriella Russitano, Legislative Aide

SPONSORED BY: Mayor Rachel Streitfeld

SUBJECT: Discussion on Native Plants in North Bay Village - Sponsored by Mayor Rachel Streitfeld.

RECOMMENDATION

BACKGROUND AND ANALYSIS

A discussion directing staff to develop an ordinance promoting the use of native plants in North Bay Village, along with potential incentives to encourage participation.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONE

PERSONNEL IMPACT

NONE